



**SPECIAL MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
November 22, 2022
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **REV. CHARLES POLK, JR. OF ST. LUTHER M.B. 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 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 SEPTEMBER 27, 2022 FOR THE FOLLOWING CASES:**

22-382	22-769	21-254	22-798	22-385	22-595	22-1411
21-1873	22-1540	22-1357	22-960	22-1403	21-1619	22-1536
22-1538	22-1539	22-1628	22-1346	22-1291	22-510	22-634
4. **APPROVAL OF THE OCTOBER 25, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)**
5. **APPROVAL OF THE NOVEMBER 8, 2022 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)**

INTRODUCTION OF ORDINANCES

REGULAR AGENDA

6. CLAIMS (MALEMBEKA, LUMUMBA)
7. PAYROLL (MALEMBEKA, LUMUMBA)
8. ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF CHLOE DOTSON AS DIRECTOR OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT FOR THE CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)
9. ORDER CONFIRMING THE MAYOR'S NOMINATION OF LT. COLONEL LUCIUS WRIGHT TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD. (LUMUMBA)
10. ORDER CONFIRMING THE MAYOR'S NOMINATION OF SHARON F. BRIDGES TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD. (LUMUMBA)
11. ORDER AUTHORIZING THE MAYOR TO EXTEND THE CONTRACT WITH ICE MILLER STRATEGIES, LLC TO PROVIDE LOBBYING SERVICES TO THE CITY OF JACKSON FROM OCTOBER 14, 2022 TO DECEMBER 31, 2022. (LUMUMBA)
12. ORDER AUTHORIZING THE MAYOR TO IMPLEMENT AN 8 WEEK PAID PARENTAL LEAVE POLICY FOR ELIGIBLE EMPLOYEES BEGINNING JANUARY 1, 2023. (T. MARTIN, LUMUMBA)
13. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND NEOGOV (POWER DMS DIGITAL MANAGEMENT SOFTWARE) FOR A SUBSCRIPTION TERM OF TWELVE (12) MONTHS. (DAVIS, LUMUMBA)
14. ORDER AUTHORIZING THE MAYOR TO APPROVE THE JACKSON FIRE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH 501CTHREE TO PARTICIPATE IN THE WATER BOX PROGRAM AT FIRE STATION 23. (ALL WARDS) (OWENS, LUMUMBA)
15. ORDER AUTHORIZING THE TERMINATION OF THE PROFESSIONAL SERVICES AGREEMENT AND RELATED DOCUMENTS WITH CINTAS CORPORATION AND TO COMPENSATE CINTAS CORPORATION FOR SERVICES COMPLETED PRIOR TO RECEIPT OF NOTICE TO TERMINATE SAID AGREEMENT. (KIDD, LUMUMBA)
16. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA ("CDFL") TO COMPLETE ARCHITECTURAL DESIGN SERVICES FOR RENOVATION WORK AT THALIA MARA HALL FOR THE CITY OF JACKSON, MISSISSIPPI. (KIDD, LUMUMBA)
17. ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO THE GREATER JACKSON ARTS COUNCIL FOR THE PURPOSE OF SUPPORTING THE DEVELOPMENT, PROMOTION, AND COORDINATION OF THE ARTS AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF

UNDERSTANDING WITH THE NON-PROFIT CORPORATION. (KIDD, LUMUMBA)

- 18. ORDER ACCEPTING THE DONATION OF FUNDS IN THE AMOUNT OF NINE THOUSAND DOLLARS (\$9,000.00) FROM THE STEVEN JAMES FOUNDATION INC., FOR THE SPECIFIC PURPOSE OF PROVIDING A FIRE WORK EXHIBITION NEAR 105 EAST PASCAGOULA STREET ON SATURDAY, DECEMBER 31, 2022 FOR A NEW YEAR'S EVE CELEBRATION (HARRIS, LUMUMBA)**
- 19. ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT BETWEEN THE CITY OF JACKSON AND STEWPOT COMMUNITY, INC. FOR THE USE OF 2021 EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM FUNDS IN THE JACKSON METROPOLITAN STATISTICAL AREA(MSA) FOR A TOTAL OF \$147,675.00 FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR ELIGIBLE ACTIVITIES RELATED TO RAPID RE-HOUSING, HOMELESSNESS PREVENTION, STREET OUTREACH, AND EMERGENCY SHELTER. (ALL WARDS) (DOTSON, LUMUMBA)**
- 20. 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 TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON IN THE AMOUNT OF \$3,487.28 FOR RAPID RE-HOUSING. (ALL WARDS) (DOTSON, LUMUMBA)**
- 21. ORDER AMENDING THE DECEMBER 7, 2021 ORDER WHICH AUTHORIZED THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS IN THE CITY OF JACKSON AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE CONTRACT TERM TO DECEMBER 31, 2023. (DOTSON, LUMUMBA)**
- 22. ORDER ACCEPTING THE BID AND ADDITIVE ALTERNATE OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE O.B. CURTIS WATER TREATMENT PLANT CONVENTIONAL FILTER REHABILITATION PROJECT PHASE 1, DWI L250008-03, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY. (HILLMAN, LUMUMBA)**
- 23. ORDER AUTHORIZING A SINGLE SOURCE PROCUREMENT FROM GE DIGITAL, LLC FOR THE ANNUAL GLOBALCARE SUPPORT SOFTWARE MAINTENANCE TO THE PROFICY HMI/SCADA IFIX SOFTWARE SUITE FOR THE OPERATION OF THE CITY OF JACKSON WATER TREATMENT PLANTS AND WELLS. (HILLMAN, LUMUMBA)**

24. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI TRANSPORTATION COMMISSION REGARDING THE CONSTRUCTION AND MAINTENANCE OF MUSEUM TRAIL BETWEEN LAUREL STREET AND RIVERSIDE DRIVE. (HILLMAN, LUMUMBA)**
25. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB 227 DIGITAL COPIER TO BE USED BY THE MAINTENANCE SUPPLY WAREHOUSE FOR THE DEPARTMENT OF PUBLIC WORKS. (HILLMAN, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO CHANGE ORDER #3 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE O.B. CURTIS WATER TREATMENT MEMBRANE FILTER BUILDING PROJECT, DWI-L250008-02. (HILLMAN, LUMUMBA)**
27. **ORDER AUTHORIZING PAYMENT OF \$3,890.62 TO WILLIE BRUCE ROSS AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM. (C.MARTIN, LUMUMBA)**
28. **ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY. (C.MARTIN, LUMUMBA)**
29. **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2022 (FONDREN HOSPITALITY PROJECT), OF THE CITY OF JACKSON, MISSISSIPPI, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$1,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING OR REIMBURSING THE COSTS OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR THE USE OR BENEFIT OF THE FONDREN HOSPITALITY PROJECT, PURSUANT TO PLANS, INCLUDING THE TAX INCREMENT FINANCING PLAN, PRESENTED TO AND APPROVED BY THE MUNICIPALITY; PRESCRIBING THE FORM OF AND INCIDENTS OF THE BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE TAX INCREMENT REVENUES TO BE DERIVED FROM THE TAX INCREMENT FINANCING DISTRICT PURSUANT TO THE TAX INCREMENT FINANCING PLAN IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING VARIOUS FUNDS AND ACCOUNTS, INCLUDING A DEBT SERVICE RESERVE ACCOUNT; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS, IF ANY; APPROVING AND AUTHORIZING THE EXECUTION AND DISTRIBUTION OF A PURCHASE AGREEMENT AND A PLACEMENT AGREEMENT PERTAINING TO THE SALE OF THE BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; ENGAGING VARIOUS PROFESSIONALS IN**

CONNECTION WITH THE AUTHORIZATION, ISSUANCE, VALIDATION, SALE, AND DELIVERY OF THE BONDS; AND FOR RELATED PURPOSES. (C.MARTIN, LUMUMBA)

- 30. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING THE CONTINUED USE OF MARY C. JONES SCHOOL BUILDING FOR THE BENEFIT OF THE PUBLIC. (STOKES)**
- 31. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE INVESTIGATION OF THE CIRCUMSTANCES SURROUNDING THE TERMINATION OF KEYSHIA SANDERS AND THE ALLEGATIONS OF MISSING CITY FUNDS. (STOKES)**
- 32. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI WISHING EVERYONE A SAFE AND HAPPY THANKSGIVING HOLIDAY. (STOKES)**
- 33. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE INVESTIGATION OF THE JACKSON MUNICIPAL AIRPORT AUTHORITY. (STOKES)**
- 34. ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**

DISCUSSION

- 35. DISCUSSION: FREEDOM CORNER (STOKES)**
- 36. DISCUSSION: JRA (STOKES)**
- 37. DISCUSSION: INTERIM STIPULATED ORDER (FOOTE)**
- 38. DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

- 39. MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 2 1-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.**

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

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 SEPTEMBER 27, 2022 FOR THE FOLLOWING CASES:

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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 mailing and posting notice of the hearing; and

WHEREAS, hearings were held on September 27, 2022; 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 #22-382: Parcel #207-41** located at **203 FERGUSON DR**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 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, and cut grass and weeds.

- 2) **Case #22-769 Parcel #606-265** located at **2926 ENGLEWOOD BLVD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

Consent Agenda No. 3
11.22.2022
(Dotson, Lumumba)

- 3) **Case #21-254: Parcel #602-50** located at **501 E MCDOWELL ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

- 4) **Case #22-798: Parcel #619-45** located at **318 FAIRHILL DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

- 5) **Case #22-385: Parcel #611-277** located at **122 FLEMING ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: 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, and cut grass and weeds.

- 6) **Case #CE-22-595 Parcel #811-152** located at **408 HIGHWOOD DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

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, and cut grass and weeds.

- 7) **Case #22-1411: Parcel #737-178** located at **1215 SPRINGDALE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 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, and cut grass and weeds.

- 8) **Case #21-1873: Parcel #811-36** located at **5605 WOOD ROSE TERRACE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 2

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, and cut grass and weeds.

- 9) **Case #22-1540: Parcel #105-161-5** located at **505 WATSON STREET**: Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded sixty (60) days until November 26, 2022 to cure. 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, and cut grass and weeds.

- 10) **Case #22-1357 Parcel #407-216** located at **1369 WEEKS STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 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, and cut grass and weeds.

- 11) **Case #22-960: Parcel #409-537** located at **1909 UTAH STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 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, and cut grass and weeds.

- 12) **Case #22-1403: Parcel #405-422** located at **2923 BROWN STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 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, and cut grass and weeds.

- 13) **Case #21-1619: Parcel #640-200** located at **506 E HILLSDALE DR**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$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, and cut grass and weeds.

- 14) **Case #22-1536 Parcel #105-135-3** located at **712 WATSON ST** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

- 15) **Case #22-1538: Parcel #105-135-1** located at **710 WATSON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

- 16) **Case #22-1539: Parcel #105-133** located at **638 WATSON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

- 17) **Case #22-1628: Parcel #105-131** located at **630 WATSON STREET** No appearance by owner or an interested party. Hearing officer recommends that the property be

adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

- 18) **Case #22-1346: Parcel #105-144** located at **0 WATSON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance and be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

- 19) **Case #22-1291: Parcel #405-353** located at **3031 BROWN STREET**: Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded sixty (60) days until November 26, 2022 to cure. Ward 3

Scope of Work: Remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

- 20) **Case #22-510: Parcel #422-199-1** located at **1022 W MAYES STREET**: After hearing testimony from owner(s) **CHAUNCEY WEST**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded seven (7) days to enter into a repair agreement, and sixty days (60) to cure. 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.

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, and cut grass and weeds.

- 21) **Case #22-634: Parcel #500-68** located at **5405 CREPE MYRTLE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, 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, safety, and welfare 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.

ITEM# _____

AGENDA _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10-6-2022
DATE

POINTS		COMMENTS																														
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to clean private property.																														
2.	Public Policy Initiative <ol style="list-style-type: none"> 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 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 																														
3.	Who will be affected	All City of Jackson residents																														
4.	Benefits	The cleaning of the private properties listed on the agenda will remove threats to the health, safety, and welfare of surrounding residents.																														
5.	Schedule (beginning date)	To be determined pending execution of contracts.																														
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE																														
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Planning and Development Community Improvement Division																														
8.	COST	To be determined pending execution of contracts.																														
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	General Funds Grant Funds																														
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">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 _____
ABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
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WBE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
HBE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
NABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											

Department of Planning and Development
Community Improvement Division



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

MEMORANDUM

TO: Mayor Choke A. Lumumba

Via: Chloe Dotson
Interim Director, Planning and Development

From : Community Improvement
Planning and Development

DATE: October 6, 2022

Re: Agenda Item

The attached agenda item is a Resolution declaring certain parcel of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

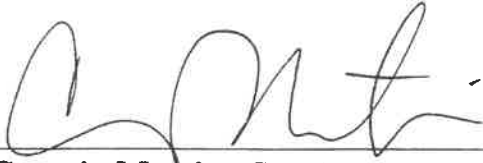
Office of the City Attorney

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


OFFICE OF THE CITY ATTORNEY
Kristie Metcalf

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD SEPTEMBER 27, 2022 FOR THE FOLLOWING CASES: 22-382 22-769 21-254 22-798 22-385 22-595 22-1411 21-1873 22-1540 22-1357 22-960 22-1403 21-1619 22-1536 22-1538 22-1539 22-1628 22-1346 22-1291 22-510 22-634 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalf, Deputy City Attorney 

11/2/22
Date

OFFICE OF THE CITY ATTORNEY

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF CHLOE DOTSON AS DIRECTOR OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on August 30, 2022, the Mayor appointed Chloe Dotson as Interim Director of the Department of Planning and Development for the City of Jackson, Mississippi; and

WHEREAS, pursuant to Miss. Code Ann. § 21-15-41, Mississippi Code of 1972, as amended, the interim term of Chloe Dotson as Planning and Development Director will expire November 28, 2022, upon expiration she can no longer serve in an interim capacity; and

WHEREAS, the appointment came before the City Council for confirmation as required by Section 21-8-23(2), Mississippi Code of 1972, as amended; and

WHEREAS, the City Council has considered the appointment, and a majority of the Council present and voting has determined that the appointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City Council of the City of Jackson, Mississippi, that the appointment of Chloe Dotson as Director of the Department of Planning and Development for the City of Jackson, Mississippi, is hereby confirmed.

Agenda No. 8
11.22.2022
(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

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF CHLOE DOTSON AS DIRECTOR OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT FOR THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

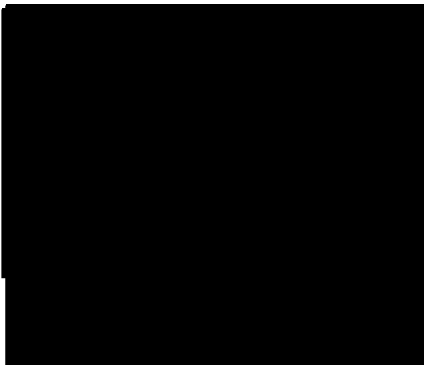
11/17/22
Date



CHLOE DOTSON.
CV 2022

PROFILE

Urban planner, grant writer, real estate developer, social and environmental advocate and activist with over 10 years of professional experience in community development and planning both domestically and internationally. Currently Interim Director of Planning for the City of Jackson



PERSONAL INTERESTS
DEVELOPMENT +
ENVIRONMENTAL + CIVIL
JUSTICE + PLANNING

MISSION IN LIFE

While employing a variety of high level management, financing and planning methodologies, I engage in passionate and collaborative work with communities, governmental entities and the public/private sectors in an effort to unite, strengthen and facilitate holistic and data driven strategies for physical, social/cultural, economic, environmental and institutional improvements.

EDUCATION

MASTER OF URBAN AND REGIONAL PLANNING CONCENTRATION IN SOCIOLOGY

BALL STATE UNIVERISTY 2012-2013

BACHELOR OF URBAN PLANNING AND DEVELOPMENT CONCENTRATION IN REAL ESTATE DEVELOPMENT

BALL STATE UNIVERITY 2008 - 2012

EXPERIENCE

DEPUTY DIRECTOR OF PLANNING AND DEVELOPMENT CITY OF JACKSON

November 2020 – PRESENT

Provides leadership and direction in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed. Oversees planning, development, site plan review, building permits, zoning, land use, historic preservation, GIS neighborhood services, community improvement and code enforcement.

DIRECTOR OF REAL ESTATE DEVELOPMENT, ACQUISITION AND ASSET MANAGEMENT

**COMMUNITY DEVELOPMENT CORPORATION OF
BROWNSVILLE, TEXAS - non profit**

FEBRUARY 2014- FEBRUARY 2020

Responsibilities include overseeing the expansion of the real estate department's multifamily and single-family development pipeline to \$20M and management of complex financing through HPN, LIHTC, LISC, NeighborWorks America, CDBG, CHDO HOME funds, NMTC, Historic Tax Credits, etc. Duties include management of large scale, high quality, mixed use and affordable housing projects that are delivered on schedule, on budget, with maximum financial responsibility and the greatest community impact.

EXECUTIVE DIRECTOR

**CITY OF ELSA TEXAS ECONOMIC AND INDUSTRIAL
DEVELOPMENT CORPORATIONS, TEXAS - non profit
DECEMBER 2013 – FEBRUARY 2014**

Management of 20M operating budget. Develop and oversee all federal, state and local projects dealing with community planning, capital improvements projects and city beautification. Oversee and manage project budgets for community infrastructure projects for the City of Elsa Texas.

NEIGHBORHOOD REVITALIZATION MANAGER

**AGAPE COMMUNITY CENTER, WISCONSIN - non profit
APRIL 2012 – NOVEMBER 2013**

Responsible for the planning, development and implementation of Healthy Neighborhood Initiatives, acquisition, rehab of single family and multifamily units and facilitate the creation of a quality life plan. Roles included grant writing, project marketing, strategic planning, complex financing for mixed use developments – new construction and rehabs.

URBAN PLANNER I

**WDI ARCHITECTURE, INDIANA
SEPTEMBER 2010- PRESENT**

Responsible for project feasibility analysis, land use and zoning regulations, preliminary-final site analysis, demographic research, financial logistics, marketing analysis and strategies, neighborhood design and interface with architects and

engineers; responded to RFQ/RFP and lead/participated in the writing, editing and submission of federal, state and local grants and proposals.

PUBLICATIONS

Bhumi, The Planning Research Journal: The Rise and Fall of a Great American City: Gary, Indiana

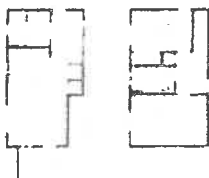
<http://bhumi.sliol.info/articles/abstract/10.4038/bhumi.v5i1.21/>

Master Thesis: Planning in the Absence of Development: A Case Study of Gary, Indiana (2011)

https://cardinalscholar.bsu.edu/bitstream/handle/123456789/197801/DotsonC_20131_BODY.pdf;jsessionid=EB299024EA5F43C8CAE16C2036AB73EB?sequence=1

KEY SKILLS AND CHARACTERISTICS

- Strong Commitment to education and to the mission of TSC
- Proficiency in writing highly-competitive proposals in a fast paced environment - including budgets, "need narrative" and objectives with clearly defined metrics
- Strong organization skills with the ability to prioritize and handle multiple projects within budget and on schedule.
- Proficiency in research, statistical interpretation, and data analysis
- Strong interpersonal & communication skills
- Proficiency with Microsoft Word, Excel, PowerPoint, and Corel WordPerfect programs, GIS programs and mapping, multivariate statistical analysis, interpretation and application, Adobe CS6, Photoshop, Illustrator and InDesign
- Ability to work collaboratively as part of a team and experience leading, supporting and inspiring healthy collaboration
- Strong negotiating and external collaboration skills and experience in political savviness
- Experience with city zoning regulations, ordinances and city processes
- Meticulous attention to detail, strong written and graphic communication skills
- Excellent Organizational skills and high-level management



- Poised under pressure

ADDITIONAL EDUCATION AND TRAININGS

TEDC/LISC – EXECUTIVE DIRECTOR TRAINING

**OPEN MEETING ACT + FISCAL RESPONSIBILITY FOR CITY
MANAGEMENT + EXECUTIVE LEADERSHIP FOR ED'S**

NEIGHBORWORKS AMERICA

**FAIR HOUSING COMPLIANCE + COMMERCIAL REAL ESTATE
DEVELOPMENT + DEVELOPERS TOOL KIT + ASSET
MANAGEMENT CERTIFICATION + MYSTERIES OF PROFORMAS +
HOW TO MAINTAIN COMPLIANCE WITH TAX CREDITS + HOME/
CDBG PROGRAM + AFFORDABLE HOUSING CONSTRUCTION
CERTIFICATION + PERMANENT SUPPORTIVE HOUSING**

NOTABLE PROJECTS

**First Permanent supportive housing project in Jackson, MS and
State of Mississippi – 30 units**

**First Permanent supportive housing project in South Texas – 40
units**

**Casitas Los Olmos, Texas – close out construction for 80 units –
12M TDC**

**Casitas Azucar, Texas – Development, submission, closing and
construction of 50 units - \$9M TDC**

**Casitas Lantana, Texas – Development, submission, closing and
construction of 120 units - \$17M TDC**

Renovation of over 400 rental units

Asset Management of 30 million portfolio

Promise Zone Application: The organization of over 30 partners
with formal MOU's, strategic planning and development and
ultimate submission of a Promise Zone application for the Elsa
Edcouch region.

Master Thesis: Planning in the Absence of Development: A Case
Study of Gary, Indiana 2012- 2013 - critical investigation of
development within American Capitalism and construction of
race – *Best Thesis Award* at Ball State University

**Nepal - Duakot Community: Community Square Renovation
March 2011.**



India - Chharanager Community: Library Renovation
January 2011

AFFILIATIONS AND LEADERSHIP

Black Lives Matter
NeighborWorks America
LISC
Texas Economic Development Council, TEDC
Texas Department of Housing and Community Affairs, TDHCA
Texas Association for Community Development
Corporations, TACDC
National Equity Fund, NEF
Hudson Housing
Corporation for Supportive Housing, CSH
American Planning Association, APA Member present

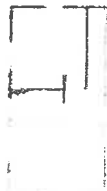
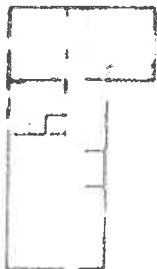
PROFESSIONAL REFERENCES:

Nihal Perea, PhD - Professor of Urban Planning and Dev.
nperera@bsu.edu

Wes Janz - Professor of Architecture
Ball State University
Wesjanz@riseup.net

Francisco Guajardo, PhD. - Professor of Educational
Leadership
University of Texas-Pan American
francisco.guajardo@utrgv.edu

Tamar Sarkisian
Senior Loan Officer NeighborWorks
Capital
tsarkisian@neighborworkscapital.org



ORDER CONFIRMING THE MAYOR'S NOMINATION OF LT. COLONEL LUCIUS WRIGHT TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD

WHEREAS, the Jackson Municipal Airport Authority (JMAA) Board consists of five (5) members nominated by the Mayor for a term of five (5) years; and

WHEREAS, the Jackson City Council appointed Lieutenant Colonel (LTC) Lucius Wright, resident of Ward 3 to the Jackson Municipal Airport Authority Board on August 31, 2017; and

WHEREAS, the term of LTC Lucius Wright expired August 29, 2022 and pursuant to Miss. Code Ann. § 21-15-41, effective November 27, 2022, he can no longer serve in a hold-over capacity; and

WHEREAS, LTC Lucius Wright has served the City of Jackson and its citizens well as a Commissioner on the JMAA Board and was recently nominated and elected Chair of the Board on October 4, 2022.

IT IS THEREFORE ORDERED that the Mayor's nomination of Lucius Wright to the Jackson Municipal Airport Authority Board be confirmed with said term to expire August 29, 2027.

Agenda No. 9
11.22.2022
(Lumumba)

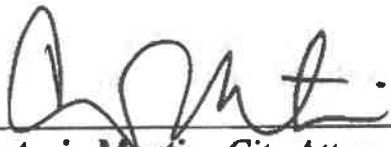
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OFFICE OF THE CITY ATTORNEY

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This **ORDER CONFIRMING THE MAYOR'S NOMINATION OF LT. COLONEL LUCIUS WRIGHT TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

11/17/20
Date

ORDER CONFIRMING THE MAYOR'S NOMINATION OF SHARON F. BRIDGES TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD

WHEREAS, the Jackson Municipal Airport Authority Board consists of five (5) members nominated by the Mayor for a term of five (5) years; and

WHEREAS, the term of Robert E. Martin was scheduled to expire October 23, 2023, however the Mayor accepted his resignation effective November 22, 2022; and

WHEREAS, Sharon F. Bridges, resident of Ward 2, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS THEREFORE ORDERED that the Mayor's nomination of Sharon F. Bridges to the Jackson Municipal Airport Authority Board be confirmed with said term to expire October 23, 2023.

Agenda No. 10
11.22.2022
(Lumumba)

Attorney Sharon Bridges

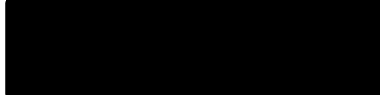
Attorney Sharon Bridges is a nurse attorney with over 20 years of experience in commercial transactions, compliance, board governance, health care, mergers and acquisitions, litigation and employment law. Attorney Bridges currently serves as Vice President and Deputy General Counsel for Baystate Health Inc. in Springfield, Massachusetts, one of the largest non-profit health care systems in western Massachusetts. Prior to joining Baystate Health, Sharon served as Associate General Counsel for Baptist Health Care Corporation, Memphis, TN and formerly served as a law firm Partner for several big law firms. She has extensive experience in leading regional and national trial teams, drafting complex commercial agreements and advising executive leadership in enterprise risk management, health care regulatory, compliance and employment matters.

Attorney Bridges has been an active leader in the National Bar Association. She has served as General Counsel, Vice President, Board Member At Large and Regional Director. In addition, Attorney Bridges has served as Chair of the Health Law Section, Vice Chair of the Solo/Small Firm Division and Executive Board Member for the Corporate Law Section, Commercial Law Section and Young Lawyers Division.

Attorney Bridges obtained her undergraduate degree in Nursing from Morris Brown College and Juris Doctorate from Loyola University School of Law in New Orleans, Louisiana. She is licensed to practice in Massachusetts, Louisiana and Mississippi. Attorney Bridges enjoys mentoring college and law school students. She recently served as Adjunct Faculty in the Pre-Law Division at Jackson State University and is a proud member of Alpha Kappa Alpha Sorority, Inc. where she had the honor of serving as International Program Chairman from 2010-2014. Attorney Bridges has served in leadership roles in the following organizations:

- ❖ Mississippi Corporate Counsel Association
- ❖ Leadership Jackson
- ❖ Mississippi Cancer Society
- ❖ Ebony Pearls Foundation, Inc.
- ❖ Habitat For Humanity, Greater Jackson
- ❖ Magnolia Bar Association
- ❖ Alpha Kappa Alpha Sorority, Inc. Rho Lambda Omega Chapter
- ❖ Piney Woods School Board of Directors
- ❖ National Bar Association Board of Governors
- ❖ Morris Brown College Foundation

SHARON F. BRIDGES



PROFILE

Practice Areas:

- o Board Governance
- o Commercial Transactions & Contracts
- o Compliance and Privacy
- o Enterprise Risk Management
- o Government Relations
- o Human Resources
- o Joint Ventures
- o Labor and Employment
- o Litigation
- o Mergers and Acquisitions
- o Physician Practice Management
- o Real Estate

PROFESSIONAL EXPERIENCE

BAYSTATE HEALTH, SPRINGFIELD, MA (SEPTEMBER 2021-PRESENT)

VICE PRESIDENT & DEPUTY GENERAL COUNSEL (REMOTE FROM JACKSON, MS)

- Lead the planning, direction and management of all legal services, the legal budget and day to day management of the legal department for a 2.8 billion dollar not-for-profit academic medical center with 12,500+ employees, a captive insurance company, health plan, foundation, four hospitals, hospice & home health, and a healthcare informatics and technology company.
- Oversee the delivery of legal services and resources to accomplish corporate goals, strategies and priorities.
- Provide legal and business counsel to senior leadership on corporate and regulatory matters to mitigate business risks and regulatory impact.
- Investigate, negotiate and resolve pre-litigation claims and administrative charges.
- Develop, implement and manage a strategic plan for the provision of legal services in accordance with business objectives.
- Draft and negotiate commercial agreements related to joint ventures, mergers and acquisitions, non-disclosure, data use and sharing, licensing, management services, employment and benefits, purchasing and supply chain, professional services, telemedicine, technology/SaaS and vendors.
- Respond to state and federal regulatory agencies.
- Created internal process for intake of legal projects and contract management.
- Oversee request for proposals for outside counsel legal support.
- Represent the legal department on cross department and organization wide committees and special projects.

- Serve on pharmacy (340 B), audit/compliance, policy legal/risk/compliance, claims, hospital integrity, network development, structural inclusion and executive leadership committees.

BAPTIST MEMORIAL HEALTH CARE CORPORATION, MEMPHIS, TN (September 2017-SEPTEMBER 2021)

ASSOCIATE GENERAL COUNSEL—

- Legal advisor to Human Resources on **employment matters, including hiring/termination, leaves of absence and accommodation, strategies for managing risk for employment matters and litigation.** Conduct internal investigations and respond to administrative charges and other regulatory agencies.
- Legal advisor on healthcare matters, state and federal law, including Compliance, Stark Law, Anti-Trust, HIPAA, Anti-Kickback, Privacy, Cyber-security, Medical Staff, Managed Care and Patient Care issues.
- Investigate, negotiate and resolve pre-litigation claims and administrative charges.
- Ensure compliance with compensation, benefit and worker's compensation laws.
- Solid contracting and negotiating skills. Drafted over 1000 agreements.
- Oversee litigation and outside counsel. Developed outside counsel guidelines to reduce total legal spend. Coordinate discovery responses, identify and prepare appropriate corporate witnesses.
- Strategic partner to operations.
- Serve as government relations representative for municipalities.
- Significant knowledge of medical staff issues, private and hospital-owned physician practice operations.
- Serve as Corporate Secretary and legal advisor to hospital boards.

MARON MARVEL (2017)

Director

- Strategic and litigation leader representing corporations in environmental, health care, pharmaceutical, manufacturing, product and retail industries.
- Responsible for general and commercial disputes, class actions, and multi-district litigation.
- First Chair Trial Attorney responsible for litigation from investigation to trial. Lead regional litigation teams.
- Lead counsel in deposition preparation and trial preparation for company executives.
- Co-lead counsel on class action with over 2000 plaintiffs.
- Successfully resolved over 10 matters without incurring significant litigation costs.
- Legal advisor to corporations regarding human resources and employment matters. Conduct internal investigations and respond to EEOC complaints.
- Registered Lobbyist.

BRIDGES LAW GROUP, LLC (July 2012 to December 2016)

Managing Attorney

- First Chair Trial Attorney providing legal strategy in all aspects of litigation from investigation to trial.
- Successfully created and implemented litigation strategy that resulting in the dismissal of over 1000 cases for a product company.
- Served as key negotiator resulting in significant savings in settlement and legal spend in over 50 matters.
- Legal advisor and employment counsel to an array of corporations on all issue related to employment issues. Lead internal investigations and respond to EEOC complaints.
- Lead counsel in deposition preparation and trial preparation for company executives.
- Co-lead counsel in class action involving 2000+ plaintiffs.
- Achieved positive results as lobbyist for healthcare companies seeking specific outcomes from local municipalities.
- Registered Lobbyist.

BRUNINI, GRANTHAM, GROWER & HEWES, Jackson, MS (May 2004 to July 2012)

Partner

- Independently managed a full portfolio of corporate litigation filed against an array of clients in the healthcare, medical device, pharmaceutical and manufacturing industries.
- Created and implemented litigation strategy that resulted in over 100 individual dismissals on behalf of heavy equipment corporation.
- Lead counsel on 10 cases resulting in defense verdicts on behalf of healthcare clients.
- Regional Trial Counsel leading a team of lawyers and legal support personnel in an array of litigation.
- Lead counsel in deposition preparation and trial preparation for company executives.
- Participated in national jury science exercises to develop litigation and trial strategies for healthcare and manufacturing clients.

LANGSTON, SWEET & FREESE, Jackson, MS (July 2000 to April 2004)

Senior Associate Attorney

- Successfully litigated and tried over 20 cases in state and federal court resulting in favorable outcome.
- Independently managed heavy litigation docket from initial filing to trial related to asbestos, automotive, insurance, medical malpractice, premises liability, pharmaceutical industries, product liability and toxic torts resulting in favorable outcome.
- Participated in over 25 mediations.
- Drafted legal memorandum, led depositions and made court appearances on behalf of claimants.

TULANE UNIVERSITY MEDICAL CENTER, New Orleans, LA (July 1996 to July 2000)

Assistant General Counsel

- **Championed the development of claim management processes related to the review and tracking of litigation spend creating a significant savings to the organization.**
- **Led internal investigations related to governmental inquiries resulting in expedited reviews and responses.**
- **Streamlined approval processes and project workflows for human subject research through collaboration with executive leadership and internal stakeholders.**
- **Initiated training for managers, physicians and employees on a myriad of legal topics resulting in efficient training practices.**
- **Supervise outside counsel.**

ORGANIZATIONS AND COMMUNITY INVOLVEMENT

American Health Lawyers Association-Women's Leadership Council (July 2020-Present)

National Bar Association Executive Board (July 2020-Present)

Morris Brown College Foundation Board of Directors (Jan. 2020-Present)

Alpha Kappa Alpha Sorority, Inc. Global Program Director (2008-2012)

EDUCATION & BAR ADMISSIONS

Loyola University School of Law, New Orleans, LA (Juris Doctorate)

Morris Brown College, Atlanta, GA (Bachelor of Science in Nursing)

Bar Admissions: Louisiana, Mississippi and Massachusetts (In House Designation)

Attorney Bridges has served in leadership roles in the following organizations:

- ❖ **Mississippi Corporate Counsel Association**
- ❖ **Leadership Jackson**
- ❖ **Mississippi Cancer Society**
- ❖ **Ebony Pearls Foundation, Inc.**
- ❖ **Habitat For Humanity, Greater Jackson**
- ❖ **Magnolia Bar Association**
- ❖ **Alpha Kappa Alpha Sorority, Inc. Rho Lambda Omega Chapter**
- ❖ **Piney Woods School Board of Directors**
- ❖ **National Bar Association Board of Governors**
- ❖ **Morris Brown College Foundation**


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OFFICE OF THE CITY ATTORNEY

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This **ORDER CONFIRMING THE MAYOR'S NOMINATION OF SHARON F. BRIDGES TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

11/17/22

Date

ORDER AUTHORIZING THE MAYOR TO EXTEND THE CONTRACT WITH ICE MILLER STRATEGIES, LLC TO PROVIDE LOBBYING SERVICES TO THE CITY OF JACKSON FROM OCTOBER 14, 2022 TO DECEMBER 31, 2022.

WHEREAS, Ice Miller Strategies, LLC an Indiana chartered limited liability corporation with an office in Washington D.C.; and

WHEREAS, the City solicited the professional services of a lobbyist to represent its interest before various governmental agencies, quasi-governmental agencies and/or entities, including but not limited the United States Congress and the federal executive branch; and

WHEREAS, Ice Miller Strategies is a full-service public affairs firm that provides its clients with public affairs, legislative and regulatory advocacy, and strategic consulting; and

WHEREAS, the City's governing authorities authorized an Agreement between Ice Miller Strategies, LLC and the City, for Jarrod Loadholt to serve as lobbyist for the City for federal purposes; and

WHEREAS, the compensation contained with the contract set forth a compensation of \$67,500.00 inclusive of expenses save for extraordinary expenses which must be approved by the City in writing; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the Mayor of the City of Jackson to extend the contract with Ice Miller Strategies, LLC to provide federal lobbying services to the City until December 31, 2022.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute an agreement with Ice Miller Strategies, LLC to provide federal lobbying services to the City of Jackson between October 14, 2022 and December 31, 2022.

IT IS FURTHER ORDERED that a sum not to exceed \$14,100.00 may be paid to Ice Miller Strategies, LLC which shall include all fees and expenses associated with the services with the exception of extraordinary expenses that must be authorized and approved by the City in writing.

Agenda No. 11 11.22.2022 (Lumumba)
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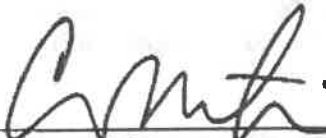
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This **ORDER AUTHORIZING THE MAYOR TO EXTEND THE CONTRACT WITH ICE MILLER STRATEGIES, LLC TO PROVIDE LOBBYING SERVICES TO THE CITY OF JACKSON FROM OCTOBER 14, 2022 TO DECEMBER 31, 2022** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

11/16/22

Date

**CONTRACTUAL AGREEMENT
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT made and entered into this the ____ day of November, 2022, by and between the City of Jackson, Mississippi (“City”) and Ice Miller Strategies, LLC, (“Firm”) for the performance of professional lobbying services.

WITNESSETH:

In consideration of the mutual covenants contained herein, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

- I. SCOPE OF SERVICES:** The Firm will represent the interest of the City in public affairs, legislative and regulatory advocacy, and strategic consulting concerning various governmental agencies, quasi-governmental agencies and/or entities, including but not limited the United States Congress and the federal executive branch. The Firm shall communicate directly with the Office of the Mayor and City Council during the term of this Agreement to provide necessary updates and seek approval when needed.
- II. PERIOD OF PERFORMANCE:** The term of this Agreement shall commence on **October 14, 2022** and shall expire on **December 31, 2022**.
- III. COORDINATION OF SERVICES:** The Firm shall coordinate the performance of the services to be provided hereunder as needed through the Office of the Mayor and City Council and consult with them, when necessary, on specific courses of action.
- IV. RELATIONSHIP OF PARTIES:** It is expressly understood and agreed that the Firm is an independent contractor and that the purchase of professional services is not based on an employer-employee relationship.
- V. SPECIFIC PROFESSIONAL:** The Firm shall utilize Jarrod Loadholt, a partner in its Public Affairs Group, and other staff to perform the service required by this Agreement.
- VI. PAYMENT TERMS:**

As full and complete compensation for the services to be provided hereunder, inclusive of all fees and expenses associated with the services, with the exception of extraordinary expenses that must be separately authorized and approved by the City in writing, the City of Jackson will pay the Firm **an amount not to exceed \$14,100.00**, unless authorized and approved by the City Council and Mayor.

- VII. 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 Firm shall comply with applicable federal, state and local City of Jackson ordinances, laws and regulations.
- VIII. APPROVAL:** It is understood that if this Agreement requires approval by the Governing Authority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.
- IX. 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 Firm 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.
- X. EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Firm 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.
- XI. 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.
- IX. NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Firm named herein. Said Firm 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.
- XII. 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.

XIII. 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.

XIV. REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES: The Firm 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 Firm 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.

XV. 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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of October 14, 2022.

The City of Jackson, Mississippi

Ice Miller Strategies, LLC

By: _____
Mayor Chokwe Antar Lumumba

By: _____
Jarrod F. Loadholt, Partner

cc: City Attorney, Catoria Martin

ORDER AUTHORIZING THE MAYOR TO IMPLEMENT AN 8 WEEK PAID PARENTAL LEAVE POLICY FOR ELIGIBLE EMPLOYEES BEGINNING JANUARY 1, 2023

OFFICE OF THE CITY ATTORNEY
T. Martin

WHEREAS, Section 25-11-103(i) of the Mississippi Code states that the power of the governing authority of a municipality to adopt leave policies as it deems necessary is not restricted except for limiting creditable service reported to the Public Employee's Retirement System for the purpose of computing an employee's retirement allowance or annuity or benefits provided by the Public Employee's Retirement System of Mississippi; and

WHEREAS, the City of Jackson is committed to providing competitive benefits that are flexible and when possible, responsive to the needs of our employees; and

WHEREAS, providing these types of benefits enables the City of Jackson to continue to attract and retain a qualified, engaged, and diverse workforce; and

WHEREAS, the City of Jackson recognizes the need to support employees as they balance their career and family life; and

WHEREAS, the purpose of paid paternal leave is to enable employees to care for and bond with a newborn, a newly adopted child or foster placement; and

WHEREAS, the City of Jackson will provide up to 8 weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care; and

WHEREAS, employees must meet one of the following criteria:

- Have given birth to a child
- Be a spouse
- Biological parent
- Parents regardless of gender or same sex couples
- Be a spouse of the biological parent of the child; or
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy

WHEREAS, eligible employees must meet the following criteria:

- Have been employed with the City of Jackson for at least 12 months
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin

Agenda No. 12
11.22.2022
(T.Martin, Lumumba)

OFFICE OF
CITY ATTORNEY

- Be a full or part-time, regular employee (temporary employees and interns are not eligible for this benefit)
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy

WHEREAS, the paid parental leave policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable; and

WHEREAS, eligible employees will receive a maximum of 8 weeks of paid parental leave per birth, adoption, or placement of a child/children. Multiple birth, adoption, or placement occurs (e.g., the birth of twins, adoption of siblings, or multiple children) does not increase the 8-week total amount of paid parental leave granted for that event; and

WHEREAS, each employee will be entitled to a 4-week paid parental leave period, if both parents are employed with the City of Jackson; and

WHEREAS, employees will not receive more than 8 weeks of paid parental leave in a 12-month period, regardless of the number of births, adoptions, or foster care placements; and

WHEREAS, paid parental leave will be compensated at 100 percent of the employee's regular, straight-time pay; and

WHEREAS, eligible employees will be required to exhaust the paid parental leave benefit first followed by any accrued personal and sick leave benefits as part of the 12-week Family Medical Leave Act benefits; and

WHEREAS, approved paid parental leave must be taken immediately following the birth, adoption, or foster care placement of a child with the employee; and

WHEREAS, employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the 8-week period; and

WHEREAS, an employee who returns to work prior to the expiration of eight (8) weeks of paid parental leave will not be allowed to take additional paid parental leave during the year and will forfeit the remaining unused leave; and

WHEREAS, upon termination of the employee's employment with the City of Jackson, the employee will not be paid for any unused paid parental leave for which he or she was eligible; and

WHEREAS, the City of Jackson will maintain all benefits for employees during the paid parental leave period just as if they were taking any other paid leave such as paid personal leave or paid sick leave; and

[Handwritten signature]

WHEREAS, if a holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement; and

WHEREAS, the employee will provide the human resource department with notice of the request for leave at least 15 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible); and

WHEREAS, the employee must complete and request paid personal leave on forms designated by the City of Jackson and provide any requested documentation in order to receive the benefit; and

WHEREAS, paid personal leave benefits will be afforded employees without regard to race, color, creed, national origin, sex, disability, or sexual orientation; and

WHEREAS, the content of this order should not be construed as negating any of the leave and protections afforded by the Family and Medical Leave Act; and

WHEREAS, this order should be construed only as designating the terms and conditions upon which paid parental leave shall be provided to municipal personnel and is not intended to negate regulations and provisions applicable to the Family and Medical Leave Act (FMLA);

IT IS, THEREFORE, ORDERED that this order concerning the paid parental leave in the City of Jackson shall become effective January 1, 2023.

IT IS THEREFORE ORDERED that the provisions of this order concerning paid parental leave shall become effective January 1, 2023.

IT IS FURTHER ORDERED that the Mayor and Department of Human Resources shall be authorized to perform acts required for implementation of the contents of this order which do not require expenditure of additional funds or procurement.

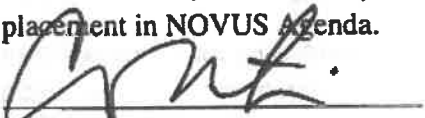
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO IMPLEMENT AN 8 WEEK PAID PARENTAL LEAVE POLICY FOR ELIGIBLE EMPLOYEES BEGINNING JANUARY 1, 2023** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin

11/16/22
Date



Carrie Johnson, Deputy City Attorney

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON POLICE DEPARTMENT AND NEOGOV (POWER DMS DIGITAL MANAGEMENT SOFTWARE) FOR A SUBSCRIPTION TERM OF TWELVE (12) MONTHS.

OFFICE OF THE CITY ATTORNEY
11/21/2022

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

WHEREAS NEOGOV provides Power DMS digital management software for policy and compliance management platforms that will allow the City of Jackson Police Department to create, edit, organize, and distribute content from a secure, cloud-based site and provide a training solution which will allow the City of Jackson Police Department to create, track and, deliver training content online; and

WHEREAS NEOGOV will provide this software to the Jackson Police Department for a subscription term of twelve (12) months for a sum not to exceed eighteen thousand five hundred twenty-six dollars and ninety-eight cents (\$18,526.98); and

WHEREAS, the City of Jackson Police Department may terminate NEOGOV account at any time, NEOGOV may at its discretion terminate the City of Jackson Police Department account at any time, for any reason at any time without notice; and

WHEREAS, NEOGOV will not be liable if for any reason all or any part of the services are unavailable at any time or for any period of time; and

WHEREAS, the City of Jackson Police Department has budgeted for the cost of these services in its General Fund Account #001.442.20.6231.

IT IS HEREBY ORDERED that the City of Jackson is authorized to enter into an agreement and pay NEOGOV a sum not to exceed eighteen thousand five hundred twenty-six dollars and ninety-eight cents (\$18,526.98) for a twelve month subscription.

APPROVED FOR AGENDA:

Agenda No. 13
11.22.2022
(Davis, Lumumba)

POINTS		COMENTS	
1.	Brief Description/Purpose	TO AUTHORIZE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND NEOGOV FOR POWER DMS DIGITAL MANAGEMENT SOFTWARE	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	CRIME PREVENTION	
3.	Who will be affected	JACKSON POLICE DEPARTMENT	
4.	Benefits	PROVIDE A DIGITAL PLATFORM FOR THE JACKSON POLICE DEPARTMENT GENERAL ORDERS AND TRAINING	
5.	Schedule (beginning date)	UPON COUNCIL APPROVAL	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS CITYWIDE N/A	
7.	Action implemented by: ▪ City Department ▪ Consultant	JACKSON POLICE DEPARTMENT CITY LEGAL	
8.	COST	Not to exceed eighteen thousand five hundred twenty-six dollars and ninety-eight cents (\$18,526.98).	
9.	Source of Funding ▪ General Fund X ▪ Grant ▪ Bond ▪ Other	Fund 001.442.20.6231	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___



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 *JED* 7-25-22

Date: July 25, 2022

Re: Order Authorizing the Mayor to Execute an Agreement Between the Jackson Police Department and NEOGOV (Power DMS Digital Management Software) for a Subscription Term of Twelve (12) Months

It is my recommendation that the Mayor Execute an Agreement between the Jackson Police Department and NEOGOV (Power DMS Digital Management Software) for a subscription term of twelve (12) months. The Agreement is a digital management software for policy and compliance management platforms to update the Jackson Police Department's General Orders. The price of the software is to not exceed the amount of \$18,526.98 for a subscription term of twelve months.

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

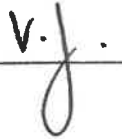
OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON POLICE DEPARTMENT NEOGOV (POWER DMS DIGITAL MANAGEMENT SOFTWARE) FOR A SUBSCRIPTION TERM OF TWELVE (12) MONTHS** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Victoria James, *Deputy City Attorney*



10/19/22

Date

OFFICE OF THE CITY ATTORNEY
V.J.
10/11/2022

Contract Details

Account Number: A-26914
Customer: Jackson Police Department (MS)
Sales Rep: Casey Jones

Order Details

Order #: Q-147406
Order Date: 11/1/2022
Valid Until: 11/1/2022
Subscription Start Date: Per signature date below
Subscription Term (months): 12

Customer Contact

Billing Contact: Jackson Police Department (MS)
Michael Outland
Address: 327 E Pascagoula St
Jackson, MS 39205

Billing Contact Email: moutland@jacksonms.gov
Phone: (601) 960-1960
Fax:

Payment Terms

Payment Term: Net 30

Notes:

PO Number:

Subscription Service

Item	Type	Qty	Total
PowerPolicy Professional Subscription	Recurring	325	\$12,447.49
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.			
PowerTraining	Recurring	325	\$4,004.49
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control.			
PowerSTANDARDS for MSLEAC	Recurring	1	\$950.00
Attach proofs to show compliance with MSLEAC Standard, assign assessment tasks, track revisions, and status-based grading.			
MSLEAC Manual (MS LE)	Recurring	1	\$0.00
View Standards Manual electronically.			
PowerPolicy Professional Setup (Onboarding)	Services	1	\$1,125.00
This package ensures a smooth implementation and successful ongoing use of PowerDMS. This package includes Implementation Management: Led by a designated Implementation Specialist, guiding administrators through predetermined milestones to lead to a successful product launch, Project Management, Document and User Import and Site Configuration.			
TOTAL:			\$18,526.98

This price does not include any sales tax.

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are due upon the invoice due date. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

Terms & Conditions Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the date set forth below.



1 800.749.5184 | 407.219.8113
www.powerdms.com
101 S. Garland Ave., Ste 300 Orlando, FL 32801



Accepted and Agreed By Authorized Representative of:
Jackson Police Department (MS)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS SERVICE ORDER IS STRICTLY CONFIDENTIAL

Contract Details

Account Number: A-26914
Customer: Jackson Police Department (MS)
Sales Rep: Casey Jones

Order Details

Order #: Q-147406
Order Date: 8/15/2022
Valid Until: 8/31/2022
Subscription Start Date: Per signature date below
Subscription Term (months): 12

Customer Contact

Billing Contact: Jackson Police Department (MS)
Michael Outland
Address: 327 E Pascagoula St
Jackson, MS 39205

Billing Contact Email: moutland@jacksonms.gov
Phone: (601) 960-1960
Fax:

Payment Terms

Payment Term: Net 30 Notes:

PO Number:

Subscription Service

Item	Type	Qty	Total
PowerPolicy Professional Subscription	Recurring	375	\$12,447.49
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.			
PowerTraining	Recurring	375	\$4,004.49
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control.			
PowerSTANDARDS for MSLEAC	Recurring	1	\$950.00
Attach proofs to show compliance with MSLEAC Standard, assign assessment tasks, track revisions, and status-based grading.			
MSLEAC Manual (MS LE)	Recurring	1	\$0.00
View Standards Manual electronically.			
PowerPolicy Professional Setup (Onboarding)	Services	1	\$1,125.00
This package ensures a smooth implementation and successful ongoing use of PowerDMS. This package includes Implementation Management: Led by a designated Implementation Specialist, guiding administrators through predetermined milestones to lead to a successful product launch, Project Management, Document and User Import and Site Configuration.			
TOTAL:			\$18,526.98

This price does not include any sales tax.

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Accepted and Agreed By Authorized Representative of:
Jackson Police Department (MS)

Signature: _____

Printed Name: _____

Title: | _____ |

Date | _____ |

THE INFORMATION AND PRICING CONTAINED IN THIS SERVICE ORDER IS STRICTLY CONFIDENTIAL

SERVICES AGREEMENT

V032122

You agree that by placing an order through a NEOGOV standard ordering document entitled an "Order Form", "Service Order," or "SOW" (each, an "Order Form" for purposes of this Agreement) you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, or subscriber identified in the Order Form).

If you are placing an order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Order Form and these terms and, in such event, "you" and "your" as used in these agreement terms shall refer to such entity. "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement (the "Services Agreement" or the "Agreement"), documents incorporated herein including the applicable Order Form, Exhibits, Schedule(s), and Special Conditions (if any). "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Order Form or use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
 - a) **Subscription Grant.** "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (i) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (ii) the Services has been purchased hereunder. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. **Customer Responsibilities.** Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful

or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean consulting, training services purchased by Customer in an applicable Order Form or detailed in a NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications of related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer does not execute a separate SOW, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.
5. Payment Terms.
 - a) Fees. Unless otherwise stated in an Order Form, Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") within thirty (30) days of Customer's receipt of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. Subscription Fees are based upon the Authorized User count unless otherwise stated in an Order Form and Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with a new Order Form at least thirty (30) day notice prior to commencement of a Renewal Term. The new Order Form shall be deemed to be effective if Customer (a) returns the executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the Order Form, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
 - b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days of NEOGOV's request therefor.
 - c) Customer Purchase Orders. Except as otherwise specified in an Order Form, Customer will not require any purchase order to pay fees due or otherwise to perform its obligations with respect to any Order Form. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.
 - a) Term. Unless otherwise specified in an applicable Order Form, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.

- b) Termination for Cause: Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. **NEOGOV Intellectual Property.** NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. **Data Processing and Privacy.**
- a) **Customer Data.** "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the Intellectual Property Rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) **Platform Data.** "Platform Data" shall mean any anonymized data reflecting the access or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law.
- c) **Data Processing Agreement.** To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the "EU") or the United Kingdom ("UK"), or has Authorized Users accessing the Services from the EU or UK, the following NEOGOV Data Processing Addendum ("DPA") is incorporated herein by reference:
<https://www.neogov.com/hubfs/Legal%20Documents/Customer%20Data%20Processing%20Addendum-signed.pdf>.
- d) **Data Responsibilities.**
- i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.
- ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.
- e) **Breach Notice.** NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the

nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

- a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the

execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

- b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND NEOGOV STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD PARTY SERVICES.
- c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against claim, demand, suit or proceeding made or brought against NEOGOV (a) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (b) in connection with Customer's violation of any applicable laws, or (c) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement, in each case provided that Customer is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, provided that NEOGOV is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

- iii) **Exclusive Remedy.** This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

15. **Limitations of Liability.**

- a) **EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- a) **CAP ON MONETARY LIABILITY.** EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
16. **Text Message Communications.** NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
17. **Publicity.** Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
18. **Force Majeure.** Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or

usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

19. **Independent Contractor; No Third Party Beneficiary; Fulfillment Partners.** The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
20. **Entire Agreement; Amendment.** This Services Agreement, the Exhibits hereto and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service Agreement and Order Form unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and the applicable Order Form shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents. This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound.
21. **General.** This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remaining provisions of this Agreement shall continue in full force and effect. Provisions that survive termination shall include, but not be limited to, accrued rights to payment, acknowledgements and reservations, and disclaimers, and limitations of liability, and others which are necessary to give effect to the intent of the parties. Communications required or permitted hereunder shall be in writing. If such communications are to be delivered personally, they shall be personally delivered, one (1) business day following delivery. If such communications are to be delivered by mail, they shall be delivered by registered mail, return receipt requested, within one (1) business day following deposit in the U.S. mail, registered mail. If such communications are to be delivered by electronic mail, they shall be delivered by electronic mail, return receipt requested, within one (1) business day following deposit in the U.S. mail, registered mail. The waiver, express or implied, that the other party will not waive any subsequent breach by such party shall be deemed to be made by each of the parties executed in two or more counterparts, each of which will be deemed to be the same instrument. Delivery of a copy of this Agreement to the other party by electronic mail or by any other electronic means shall constitute delivery of a copy of this Agreement. Customer may not assign this Agreement to any third party without the prior written consent of NEOGOV and any attempt at assignment in violation of this Agreement shall be null and void.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	GovernmentJobs.com, Inc. (D/B/A/NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ Plaintiff Schedule), and Design PD, LLC (D/B/A Agency 360)
Entity Name:	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** If Customer is a Government Customer, but is not a U.S. Federal Agency or subdivision thereof, NEOGOV agrees to allow any other state agency, department, political subdivision or instrumentality of the state but in all cases located in the same state as the Customer (“Related Agency”) to purchase Services under the terms of the Services Agreement, at the Related Agency’s discretion with the following requirements, exceptions and limitations: (a) any purchases made by a Related Agency shall be transactions between the Related Agency and NEOGOV; for clarity, Customer shall not be responsible for any transactions between the Related Agency and NEOGOV, (b) the terms (including pricing) specified in the Order Forms entered into between NEOGOV and Customer shall not be incorporated into the transactions between the Related Agency and NEOGOV, and (c) the Related Agency will confirm in writing it has the authority to use the Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations or standards applicable to the Related Agency.

**Exhibit B
PowerEngage Platform Addendum**

If Customer is purchasing the PowerEngage Platform pursuant to an Order Form, the following terms are hereby incorporated into the Services Agreement ("PowerEngage Addendum"). This PowerEngage Platform Addendum forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this PowerEngage Addendum and any other provision of the Services Agreement, the terms of this PowerEngage Addendum shall control.

1. **Applicability.** The provisions of this PowerEngage Addendum shall apply only if Customer has purchased the PowerEngage Platform pursuant to an Order Form.
2. **CAD/RMS Assumptions.** The parties agree that the fees specified with respect to the PowerEngage Platform on the applicable Order Form do not include any additional fees that the Customer's CAD or RMS vendor may charge, if any. The Services Agreement and this Exhibit B is entered into with the mutual assumption that the PowerEngage Platform will be able to make a connection to Customer's CAD or RMS replicated or reporting database directly or will be able to read from a file produced for such a purpose.
3. **CAD/RMS Provisions.** The definition of Confidential Information in Section 12 of the Services Agreement shall also include any Customer CAD and/or RMS data made available to NEOGOV in connection with the provision of the PowerEngage Platform.
4. **SOW.** NEOGOV agrees to provide the training, configuration and support services with respect to the PowerEngage Platform, and Customer acknowledges that its cooperation is required for efficient and timely implementation of the PowerEngage Platform, in accordance with the following:

PowerEngage Software

NEOGOV will be used to survey citizens that have interacted with Customer, send messages to citizens or other stakeholders and gather and report on data. Customer will be able to configure the surveys and rules based on data received from the Computer Aided Dispatch System. The results of the surveys will be stored within PowerEngage and available for display in a Feedback Board and within the analytics component called Measure. Other rules and messages can be built to be triggered to send on certain events as driven by the rules engine.

NEOGOV and Customer Responsibilities

The bullet points below outline when NEOGOV, Customer, or both NEOGOV and Customer have responsibility with respect to a particular deliverable.

1. NEOGOV will configure a tenant and telephone number group for the Customer
2. NEOGOV will schedule a 90-minute kickoff call with the Customer to review the objectives, timeline and mutual deliverables
 - Configure Customer administrator account - NEOGOV
 - Walk Customer through the survey builder - NEOGOV
 - Walk Customer through the rules builder - NEOGOV
 - Walk Customer through the Feedback Board- NEOGOV
 - Walk Customer through Activity /Survey tools- NEOGOV
 - Walk Customer through the CueHit CAD Data Agent and what is needed for the connection to CAD - NEOGOV
3. Customer will gather information needed for Surveys, Rules, Tasks and CAD/RMS Data – Customer
4. NEOGOV will coordinate a CAD/RMS Connection Workshop with Customer
 - Configure PowerEngage CAD/RMS agent- NEOGOV and Customer
 - Connect to Customer CAD/RMS Data – Customer
 - Test data – NEOGOV and Customer
5. NEOGOV will coordinate a 2-hour Survey Workshop with Customer
 - Consult on the questions to ask in a satisfaction survey (maximum of 3 to 5 questions) = NEOGOV and Customer
 - Configure the questions in the survey tool = NEOGOV and Customer
 - Configure the acceptable responses in the survey tool = NEOGOV and Customer
 - Configure additional criteria (Follow Up question only) = NEOGOV and Customer

- Send sample survey to Customer on text message = NEOGOV and Customer
 - Review in Feedback Board and Activity Screens= NEOGOV and Customer
6. NEOGOV will coordinate a 2- 4 hour Rules Workshop with Customer to jointly
- Consult on the rules for surveys and automatic text notifications = NEOGOV and Customer
 - Configure the rules and texts = NEOGOV and Customer
 - Send example encounters to test rules = NEOGOV and Customer
 - Review in Activity= NEOGOV and Customer
7. NEOGOV will coordinate a 2 Hour Task Creation and Notification Workshop with Customer to jointly:
- Configure Tasks and Task Assignments
 - Identify Personnel information needed for notifications and digest emails
 - Import Personnel information for receiving messages and emails from Customer provided .xls or .csv
8. NEOGOV will schedule a 2-hour Analytics Workshop with the Customer to review the ideas for the Dashboards to reflect the results of the surveys.
- NEOGOV will review standard visualizations and data in the dashboard
 - NEOGOV will request from the Customer, input on the data and visualization to be presented in the Measure Tool
 - Once agreed, a maximum of 1 custom visualizations will be created by NEOGOV and deployed to the Customer's environment
9. NEOGOV will train the Customer Administrators on the use of the PowerEngage configuration tools, Measure tools and Activity logs.

Support Services

Telephone Assistance. Customer will be given the telephone number for a support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 5:30pm Central Time) on regular business days, excluding NEOGOV holidays, to consult with NEOGOV technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Customer may submit requests to NEOGOV identifying potential problems in the PowerEngage software. Requests should be in writing and directed to NEOGOV by e-mail, or through the NEOGOV support website. NEOGOV retains the right to determine in the final disposition of all requests and will inform Customer of the disposition of each request. If NEOGOV acts upon a request, it will do so by providing a bug fix.

Scheduled Maintenance. Software may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the software updates, operating system updates/patches and updates to other third-party applications as needed. Customers are notified of maintenance periods via an email message or via a banner on the main page of the PowerEngage Platform.

Exclusions from Technical Support Services:

NEOGOV shall have no support obligations with respect to any third-party hardware or software product.

**Exhibit C
HRIS Addendum**

The following terms govern the use of the HRIS Services (the "HRIS Addendum") as they relate to specific HRIS Services ordered by Customer in an Order Form. "HRIS Services" refers to the following SaaS Applications or any Add-Ons (defined below) or Professional Services related to such SaaS Applications: NEOGOV Core HR, NEOGOV Payroll, and NEOGOV Time and Attendance. If any provision within the HRIS Addendum directly conflicts with any other provision of the Services Agreement, the terms of this Addendum shall control.

Implementation; Add-Ons; and Configuration Limitation. Implementation of HRIS Services as detailed in the standard statement of work ("SOW") and the mutually agreed-upon scope document ("Scope") will proceed in accordance with the estimated implementation schedule provided by NEOGOV and as further detailed in the SOW and Scope. Implementation services not included in the SOW and Scope may be subject to additional fees. Customer acknowledges that the timeline for the implementation schedule is an estimate only and dependent on a number of variables, including but not limited to Customer's responsiveness to NEOGOV's requests during the implementation process and Customer's obligation to fill out the "Implementation Workbook" to facilitate the implementation process. In the event that Customer does not order the full suite of HRIS services offered, NEOGOV may be required to generate custom feeds for Customer for an additional fee. During implementation, Customer may elect optional add-on services that supplement the SaaS Applications (the "Add-Ons"). After completion of implementation, any subsequent changes Customer requests to the configuration of the HRIS Services will be at cost.

NEOGOV will have no responsibility for nor any duty to review, verify, correct or otherwise perform any investigation as to the completeness, accuracy or sufficiency of any data or information input into the HRIS system by or on behalf of the Customer. Customer is solely responsible for ensuring that all data entered into and stored in the HRIS system is accurate and complete, and for correcting any errors or discrepancies in such data.

CORE HR and Benefits – Additional Terms

The following terms shall apply to the extent that Customer orders the NEOGOV Core HR, and HRIS Services involving benefits administration (the "Benefits Module"):

1. **Benefits Module Representative.** Customer shall designate one or more persons who shall serve as NEOGOV's designated contact for the Benefits Module (the "Benefits Representative"). Customer represents and warrants to NEOGOV that the Benefits Representative has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Customer, each "plan administrator" defined in Section 3(16)(A) of the ERISA and Section 414(g) of the Code and, if applicable, each "fiduciary" (as defined in Section 3(21) of ERISA) of each separate employee benefit plan covered by the Benefits Module (each, a "Benefit Plan"). The Benefits Representative also shall be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required or permitted under the Services Agreement or requested by NEOGOV in connection with the Benefits Module.
2. **Use of the Benefits Module.**
 - a) **HR Users.** Customer shall authorize an administrator to input information and access certain information relating to (i) the benefits offered by Customer and (ii) Customer's employees/plan participants and their benefit options and elections as well as view certain personal and company information regarding company employees. The Benefits Module permits Customer's employees/plan participants to make various benefits elections and to view and update certain personal and company information. It is Customer's responsibility to submit instructions and information relating to the Benefits Module and to verify the accuracy and completeness of all such instructions and information submitted by Customer, employees, and plan participants.
 - b) **NEOGOV Not Fiduciary Advisor.** Customer acknowledges and agrees that, in making the Benefits Module available, NEOGOV is not acting as an investment advisor, broker-dealer, insurance agent, tax advisor, attorney or intermediary or a financial or benefit planner. NEOGOV is not providing any benefits, tax advice, or any information related thereto; Customer is responsible for making available all benefits and information related thereto referenced or included in the Benefits Module.
 - c) **NEOGOV's Health Care Clearinghouse Status.** Customer expressly acknowledges and agrees that NEOGOV is not a "Health Care Clearinghouse", a "Covered Entity" or a "Business Associate" within the meaning of HIPAA, and Customer shall not request or otherwise require NEOGOV to act as such. To the extent that NEOGOV is required

to enter into any additional agreement as a result of Customer's use of the Benefits module. Customer shall be responsible for any liability incurred by NEOGOV thereunder.

3. **Additional Termination Rights.** NEOGOV may terminate Core HR, the Benefits Module, or this Services Agreement immediately upon written notice to the Customer upon (a) the failure of Customer to maintain its Benefit Plan(s) in compliance with ERISA or other applicable laws or regulations or (b) NEOGOV's determination that the exercise of any of the rights granted hereunder for the continued performance by NEOGOV of its obligations under this Services Agreement would cause NEOGOV to violate any applicable international, federal, state or local law(s) and/or regulation(s).
4. **ERISA.** The terms of this Section only shall apply to the extent Customer uses services governed, in whole or in part, by the Employee Retirement Income Security Act of 1974, as amended ("ERISA")
 - a) **NEOGOVS Non-Fiduciary Status.** Customer expressly acknowledges and agrees that NEOGOV is not an "Administrator", "Plan Sponsor," or a "Plan Administrator" as defined in Section 3(16)(A) of ERISA, and Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively, nor is NEOGOV a "fiduciary" within the meaning of ERISA Section 3(21), and Customer shall not request or otherwise require NEOGOV to act as such. NEOGOV shall not exercise any discretionary authority or control respecting management of any of Customer's beneficiary welfare plans ("Plan" or "Plans") or management or disposition of any of Customer's benefit or welfare Plan assets. NEOGOV shall not render investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of any Plan, nor does NEOGOV have any authority or responsibility to do so. NEOGOV has no discretionary authority or discretionary responsibility in the administration of the Plan(s).
 - b) **Use of NEOGOV'S Name.** Customer or the Plan Administrator must obtain the prior written consent of NEOGOV to insert any references to NEOGOV or its affiliates, or to NEOGOV Services, with respect to any communication or document pertaining to a Plan prepared by Customer, or on behalf of Customer (other than documents prepared by NEOGOV), unless the reference only identifies NEOGOV as a service provider or the reference is required in a filing or document required by ERISA or any other applicable law. Without limiting the foregoing, in no event may Customer or the Plan Administrator identify or refer to NEOGOV as "administrator", "plan administrator", "third-party administrator", "plan sponsor", "fiduciary", "plan fiduciary" or similar title.
5. **Direct to Carrier Services.** Customer may elect direct to insurance carrier services (each a "Carrier Link") at its option, each for an additional cost. Reconfiguration of existing Carrier Links, establishing new Carrier Links, and additional elections are available for an additional fee and may be completed by NEOGOV at NEOGOV's then current rates. Customer may access and use the NEOGOV HRIS Services to electronically transmit employee data, including employee benefits enrollment data, to Customer's carriers or other third parties authorized by Customer. NEOGOV's ability to transmit data is subject to the provision of a current functional interface between HRIS Services and the carriers' systems. NEOGOV will not be obligated to transmit Customer's data to carriers if at any time Customer's carriers fail to provide the proper interface as solely determined by NEOGOV. If Customer requires development of any special or customized interfaces to transmit such data, all work performed by NEOGOV to create such interfaces will be at NEOGOV's then current fees for such services. NEOGOV makes no warranty that each carrier's specifications will conform with NEOGOV's current functional interfaces. In the event a carrier provides formats or specifications not supported by the NEOGOV HRIS Services, Customer will be solely responsible for transmitting the data to such carrier using an alternative system to be determined solely by Customer. Customer shall be responsible for promptly reviewing all records of transmissions to carriers and other reports prepared by NEOGOV for validity and accuracy according to Customer's records, and Customer will notify NEOGOV of any discrepancies promptly after receipt thereof.

Payroll Services – Additional Terms

The following terms shall apply to the extent that Customer orders the NEOGOV Payroll Services module:

1. **Payroll Processing and Tax Filing.** NEOGOV will deliver (i) payroll administrative services to Customer through NEOGOV's payroll software as a service (the "Payroll Module"), (ii) at Customer's election, direct deposit administration to those employees electing such service via ACH processing (collectively referred to as the "Payroll Services"), remit payroll taxes on Customer's behalf to those federal, state, and local taxing jurisdictions designated by Customer, and file related tax returns (such as remitting of payroll taxes and filing of related tax returns, the "Tax Services"). At NEOGOV's then current fees, NEOGOV may also process calendar year-end W-2 forms for Customer's employees and Forms 1099-MISC. NEOGOV will, and Customer hereby authorizes NEOGOV and Fulfillment Partners to, initiate debits or reverse wire transfers prior to each payday for Customer's payroll ("Paydate") and credit the bank accounts of Customer's employees and others to be paid by Customer by direct deposit payment on Paydate (a "Payee"), all in compliance with the operating rules of the National Automated Clearing House Association and the terms and conditions hereof. For

purpose of clarity, the parties understand and agree that NEOGOV does not print and/or send paychecks for or on behalf of Customer.

2. Documentation and Required Information.

- a) Authorization Forms; Proof of Name. Customer will be required to complete and submit the following documents in order to use the payroll processing components of Payroll Module: (i) power of attorney forms for each jurisdiction in which Customer will use the HRIS Services (the "POA"), (ii) Authorization to Debit/Credit Bank Account(s)/Obtain Bank Account Information (the "Authorization Form"), (iii) an IRS proof of legal name/FEIN and (iv) any authorization form for Fulfillment Partner authorizing debiting and crediting Customer's bank account.
- b) Proof of Existence. Customer will provide NEOGOV, and authorize NEOGOV to provide to Fulfillment Partner, Customer's (i) legal name, and "doing business as" name if applicable, (ii) physical street address (not a PO Box or PMB), (iii) phone number, (iv) Primary Business Activity (Nature of Business), (v) Duns Number (if one exists), (vi) Tax ID Number, (vii) estimated transaction count and dollar volume, (viii) number of employees, and (ix) supporting evidence via (A) either certified Articles of Incorporation, IRS EIN Letter, unexpired government issued business license, trust instrument or other government-issued evidence showing legal existence, and (B) either a voided business check, copy of utility bill, other evidence of legal name, physical address, DBA Name, or Tax ID.
- c) Permitted Disclosure Authorization. Customer hereby authorizes NEOGOV to (i) provide Customer's data to Fulfillment Partner for the purposes of performing the Payroll and Tax Services, and (ii) take such action as is necessary to perform the Payroll and Tax Services.
- d) Time and Attendance Information. Prior to commencement of Time and Attendance Services, Customer shall provide to NEOGOV all necessary information and guidance relating to its time and attendance policies and guidelines and coordinate with NEOGOV to establish standards for NEOGOV in its execution of the Time and Attendance Services. Customer agrees to promptly comply with NEOGOV's request for such additional documentation and understands that Payroll or Tax Services may be impaired or delayed if Customer does not comply with such request.

3. Customer Obligations, Representations, and Warranties. Customer acknowledges that NEOGOV's obligation to perform the HRIS Services is subject to Customer's obligations, representations, and warranties. Customer represents and warrants the following:

- a) Processing Authorization. Customer authorizes NEOGOV to process payroll entries on behalf of Customer. Customer acknowledges that NEOGOV is acting solely in the capacity of data processing agent and is not a source of funds for Customer. Customer shall be liable for each payroll related transaction initiated by NEOGOV on behalf of Customer, whether by electronic entry or wire transfer. NEOGOV, or its Fulfillment Partners, electronically transmit employee data, including employee payroll data, to designated third parties, and Customer authorizes NEOGOV and its Fulfillment Partners, to provide such transmission on Customer's behalf. Customer agrees that NEOGOV maintains specific Fulfillment Partner(s) for NEOGOV Payroll and Tax Services fulfillment during the term of and in accordance with this Services Agreement and that Customer shall not, directly or indirectly, supplement, substitute, or otherwise modify the provision of such Payroll and Tax Services without terminating this Services Agreement.
- b) Information Accuracy; Reliance; Change Notice. Customer shall input, maintain, and verify the accuracy of any and all information, including payroll and tax information, and Customer shall continually ensure that such information is kept complete, accurate, delivered on time, and up to date at all times. Customer acknowledges that NEOGOV and NEOGOV Fulfillment Partners will rely on the accuracy of this information as it performs its requested functions. NEOGOV shall not be responsible for any delays or inaccuracies in Customer's delivery of data to NEOGOV. Customer will notify NEOGOV immediately of any change in the processing information, including the Authorization Form. Customer will also obtain a voluntary written authorization from any Payee prior to the initiation of the first credit to the account of such Payee and shall provide upon demand a copy of such written authorization to NEOGOV.
- c) Processing Deadlines. Unless otherwise agreed to by the Parties, Customer will: (a) complete and execute all required documentation so that NEOGOV or Fulfillment Partner may withdraw funds from Customer's account to process direct deposit payrolls, (b) input or report all relevant payroll data for ACH transmissions to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) three (3) banking days prior to each Paydate, (c) input or report all other relevant payroll data to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) two banking days prior to each Paydate, (d) have available in Customer's bank account good, collectable funds in a sufficient amount to cover funding disbursements, checks, direct deposits, tax payments, or recurring payments to third parties no later than the opening of business (i) two banking days prior to each Paydate for debits by electronic entry, and (ii) two banking

days prior to each Paydate for funding by wire transfer, and (e) compare all reports on credits or debits initiated by Customer to NEOGOV's records and promptly notify NEOGOV of any discrepancies. In the event Customer does not meet the deadlines specified herein, NEOGOV shall make reasonable efforts to complete processing prior to the Paydate; however, NEOGOV makes no representation or warranty that payroll will process by the Paydate where Customer fails to provide all required documentation by the deadline. Additional Fees may apply for expedited processing.

- d) Customer Review. Within seven (7) business days after receipt from NEOGOV, Customer will promptly conduct a detailed review of all payroll and tax registers produced by NEOGOV or Fulfillment Partners for accuracy, validity and conformity with Customer's records. Customer will promptly notify NEOGOV of any error or omission discovered by Customer in any payroll registers, disbursement records, payroll or tax reports and documents produced by NEOGOV or Fulfillment Partners, or any discrepancy between the information provided by NEOGOV or Fulfillment Partners, and Customer's records. Customer will not rely on any record, report or document containing any discovered error, omission or discrepancy until such error, omission or discrepancy, has been corrected. Customer will be responsible for any consequences resulting from instructions Customer may give to NEOGOV or Fulfillment Partners with regard to HRIS Services or any payroll registers, disbursement records, reports and documents prepared by NEOGOV based on information provided by Customer.
 - e) Document Retention. Customer will retain copies of all information entered into or generated by the HRIS Services and Customer shall be solely responsible for maintaining such data, and all tax records, in accordance with any legal obligations.
 - f) Special Processing. Customer understands and acknowledges that administering processing dates beyond standard payroll dates, and correcting, amending, or cancelling payroll entries or mistaken reversals (collectively "Special Processing"), are complicated, highly manual, and may result in additional expenses, tax consequences, and penalties. Therefore, Special Processing may be subject to additional NEOGOV Fees.
 - g) Recovery Cooperation. Customer agrees to undertake reasonable efforts to cooperate with NEOGOV and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by Customer, NEOGOV, or Fulfillment Partners, or any other loss recovery efforts and in connection with any actions that the relevant party NEOGOV may be obligated to defend or elects to pursue against any third-party.
 - h) Compliance with Laws. Customer acknowledges that, in order to put into effect the Payroll Services which include ACH transactions, Customer will be the Originator of the ACH transactions and will follow and be bound by the rules for ACH Originators as adopted from time to time by the NACHA. Customer agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. Customer agrees to be compliant with laws. Customer will comply with all laws including, but not limited to, the U.S. Patriot Act, the Unlawful Internet Gambling Enforcement Act, the Bank Secrecy Act, and Anti Money Laundering laws.
4. Effect of Failed Funds. If Customer fails to pay the taxes, direct deposits, employee payments or other charges, including fees, then Customer agrees to pay NEOGOV for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. NEOGOV also may, at its sole option, terminate this Services Agreement and withhold or suspend any work in progress. This is in addition to any other rights NEOGOV may have under this contract or under law. NEOGOV also reserves the rights to reverse employee transactions and /or tax payments for which funds have not been received from Customer.
 5. Rejection of Entries. NEOGOV shall reject any file or entry that does not comply with the requirements of this Services Agreement, the NACHA Rules, or uses an improper SEC Code, or if NEOGOV suspects fraud or illegal or improper activity. NEOGOV shall have no liability.
 6. Resolution of Error Exceptions. For the purposes of this Section, the term "error exception(s)" shall mean any data requirements within the HRIS Services that, based on Customer's configuration, have been assigned a severity level designation of "error"; such designation shall create a requirement for an operational task to be completed by Customer in order to proceed with Customer's processing, including processing of Customer payroll for the designated period. Failure to resolve an error exception will prevent Customer's payroll from being processed as scheduled. NEOGOV is not obligated to clear any such error on behalf of Customer.
 7. NEOGOV Errors and Omissions Warranty. NEOGOV warrants it will use commercially reasonable efforts to properly transmit the appropriate reports, data, or filings based on the information provided in Customer's HRIS Services. In

addition, NEOGOV will use commercially reasonable efforts to rectify any Customer report, data, or filing error, including any deposit, corrected or reversal debit or credit entry, for which NEOGOV is solely responsible; provided that, in each case Customer advises NEOGOV no later than ten (10) business days after the occurrence of such errors or omissions. This is Customer's sole remedy in the event of a breach of the foregoing warranty. Notwithstanding the foregoing, Customer will be solely responsible for payment of all tax penalties, interest, and additional NEOGOV fees if: (i) the penalty is the result of incorrect, inaccurate, or incomplete information Customer provides to NEOGOV, (ii) Customer has insufficient funds in Customer's designated bank account to process HRIS Services, or (iii) a party other than NEOGOV, or a NEOGOV Fulfillment Partner, fails to perform services in a timely manner.

8. Additional Liability and Warranty Limitations. NEOGOV, ITS PROVIDERS, AND FULFILLMENT PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS OF EACH WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OF RECOVERY (WHETHER IN CONTRACT OR TORT OR OTHERWISE) FOR (i) ANY FEES, COSTS, CHARGES, OR ANY DAMAGES CAUSED BY LOST SHIPMENT OR TRANSMISSION OF CHECKS OR ANY FORM OF DISBURSEMENT INCLUDING, BUT NOT LIMITED TO, STOP PAYMENT FEES, REPRINTING OR RETRANSMISSION COSTS, SHIPPING CHARGES, OR CONSEQUENTIAL EXPENSES AND DAMAGE, (ii) ANY CHARGES, FEES, OR EXPENSES INCURRED BY CUSTOMER, CUSTOMER'S AGENTS, OR EMPLOYEES WHICH ARE DUE TO LATE PAYCHECKS, REGARDLESS OF WHETHER SUCH PAYCHECKS ARE TO BE PREPARED AND DELIVERED BY NEOGOV, FULFILLMENT PARTNERS, OR BY CUSTOMER, (iii) NON-PERFORMANCE OF HRIS SERVICES WHICH HAVE BEEN SUSPENDED DUE TO FAILURE OR DELAY IN PAYMENT OF FEES OWED UNDER THIS SERVICES AGREEMENT, AND (IV) FOR ANY DAMAGES TO CUSTOMER ARISING FROM OR IN CONNECTION WITH A DECISION BY NEOGOV TO SUBMIT FILES FOR PROCESSING AFTER CUSTOMER HAS FAILED TO CLEAR OUTSTANDING ERROR EXCEPTIONS WITHIN THE SPECIFIED DEADLINE.
9. Additional Termination Rights.
- a) Termination for Default. Customer's breach of the NACHA Rules, violation of any applicable federal or state regulation, or failure to maintain account funding as required by this Services Agreement (and as a result any debit to Customer's account is returned), shall each constitute a default. Upon default, NEOGOV may suspend the HRIS Services or terminate this Services Agreement in a manner that permits NEOGOV to comply with the NACHA Rules. Termination is effective immediately upon written notice of such termination to Customer. The right to suspend the HRIS Services and/or terminate this Services Agreement is in addition to any other rights and remedies provided under this Services Agreement or otherwise under law.
- b) Effect of Termination. No termination of this Services Agreement shall release Customer from any obligation to pay NEOGOV any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of HRIS Services shall release Customer from any obligation to pay NEOGOV any amounts due under this Services Agreement. Customer shall not be entitled to any refund of any amounts paid to NEOGOV as a result of a termination based on Customer's default. Notwithstanding the termination of this Services Agreement, the parties shall continue to comply with the NACHA Rules with respect to transmissions pursuant to this Services Agreement.

**Exhibit D
Integration Terms Addendum**

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit D shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

Notwithstanding the foregoing, NEOGOV reserves the right to change for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. **API Key.** In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. **Efficient Processing.** You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. **Open API Limitations.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. **Open API Termination.** Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.



PowerDMS

SINGLE PLATFORM FOR
COMMUNICATION, ACCOUNTABILITY,
& TRANSPARENCY

Jackson Police Department

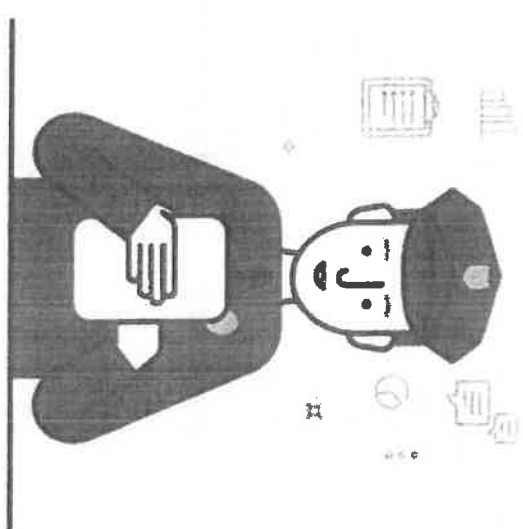
For Law Enforcement

With increased litigations, frequent changes in law, push towards accreditation, and demand for greater transparency, agency leaders need better ways to

- (a) quickly and correctly update policy, rules & practices
- (b) inform, educate, and measure employee understanding
- (c) keep perfect records, comply with standards, and report on key measures.

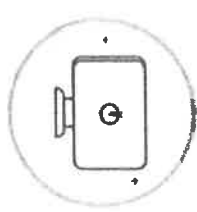
This means, especially now with widespread budget cuts, agencies are being stretched to do more with less.

Today, more than 3000 law enforcement agencies rely on PowerDMS to reduce the cost and complexities of managing, updating, communicating, and educating staff on new information and changes. Providing a "Single Source of Truth" for access, distribution, management, and records - increasing the protection of the community, agency, and employee.



PowerDMS

Feature Overview



Content Management	Training Management <small>Add-On</small>	Public Transparency	Accreditation
<ul style="list-style-type: none">• Centralize & Organize• Version Control• Secure Access• Quick Search• Distribution & Signature• Knowledge Testing• Email & Mobile Alerts• Custom Workflows• Review-Cycles• Connected content• Integrated Systems• Partner Integrations• Unlimited Archiving• Admin Dashboards• Advanced Reporting• Employee Profiles	<ul style="list-style-type: none">• E-Courses• Field Training• Classroom Training• Training Requests• Cert/Qual Tracking• Equipment Tracking• Training Hours• Tests & Surveys• Dashboards & Reports	<ul style="list-style-type: none">• Website Linking• Folder Tree View• Auto Updating• Direct Control• No Gatekeepers	<ul style="list-style-type: none">• Link Policies• Attach Proofs• Highlight sections• Schedule Tasks• Set Statuses• Run Reports• Conduct Assessments

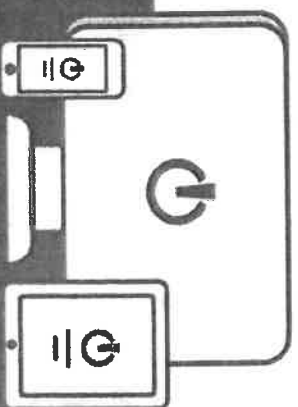
Technical Highlights



- Partner Integrations with Lexipol, Lefta, Agency 360, Guardian Tracking, Envisage Technologies, & [More](#)
- Unlimited Storage
- Supports Word, Excel, PowerPoint, PDF, Images/Videos
- Access from any internet-enabled device
- Free Mobile Apps - iOS & Android
- English & Spanish Languages
- Active Directory integration for authentication of user/group management
- Single-Sign-On capabilities
- Robust API for custom integrations
- Multi-geographic, U.S.-based data centers powered by Amazon Web Services GovCloud (US)
- Full disaster recovery processes including real-time replication to failover production site
- 256-bit AES, FIPS140-2 certified encryption (both in transit and at rest)
- Production infrastructure housed in SOC2 assessed data centers
- CJIS & HIPAA Policy Compliance

PowerDMS

PowerDMS®

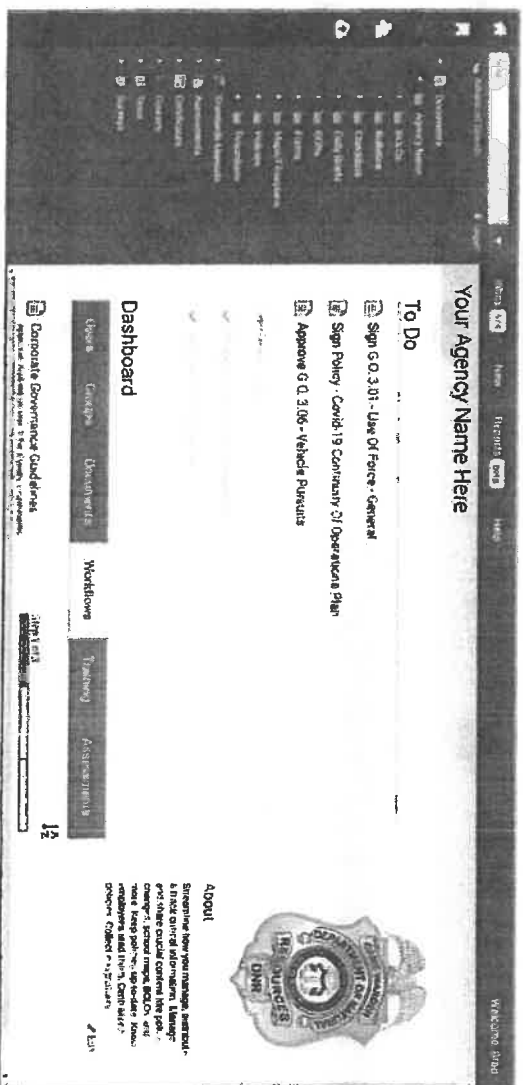


About our Product

Single Source of Truth

With PowerDMS, you can import, connect, create, distribute, & track any crucial information, content, & training.

Creating a **single source of truth** for access, assignments, management, distribution, tracking, and reporting.

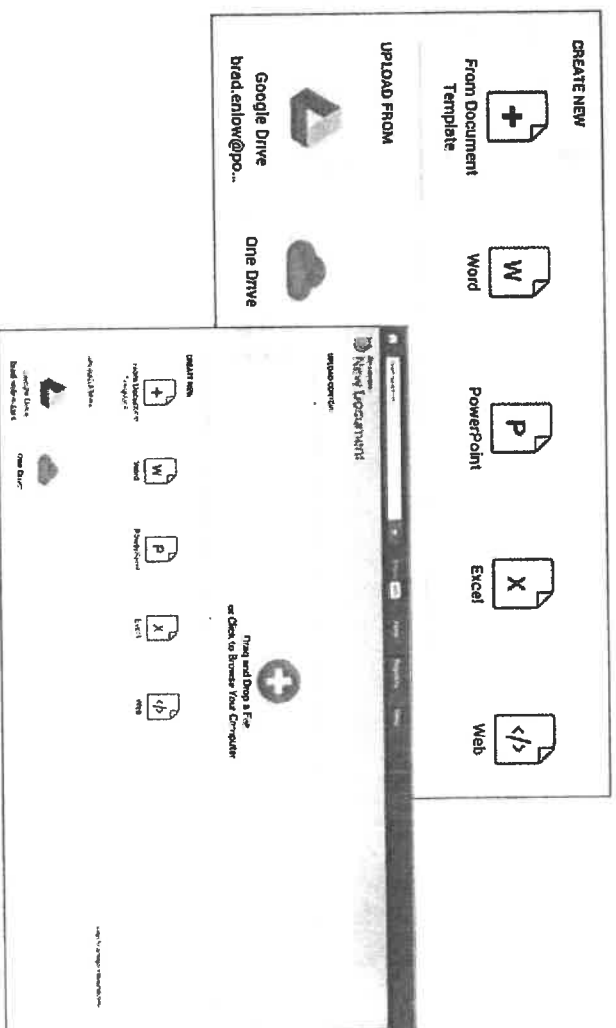


PowerDMS

Integrations & Import

Upload & edits made easy with simple drag-&-drop import and integrations to **Microsoft Office, Office365, One-Drive, & Google Drive.**

Additionally, PowerDMS has partnered with **Lexipol, Lefta Systems, Guardian Tracking, Agency360, Envisage Technologies**, and more to provide direct connections between different systems.



PowerDMS

Access & Control

PowerDMS includes **automatic version control features**. When a new document is updated and approved, the previous version is archived and the new version is published.

Admins control who can view, audit, and edit specific folders and items to ensure complete access control & security.

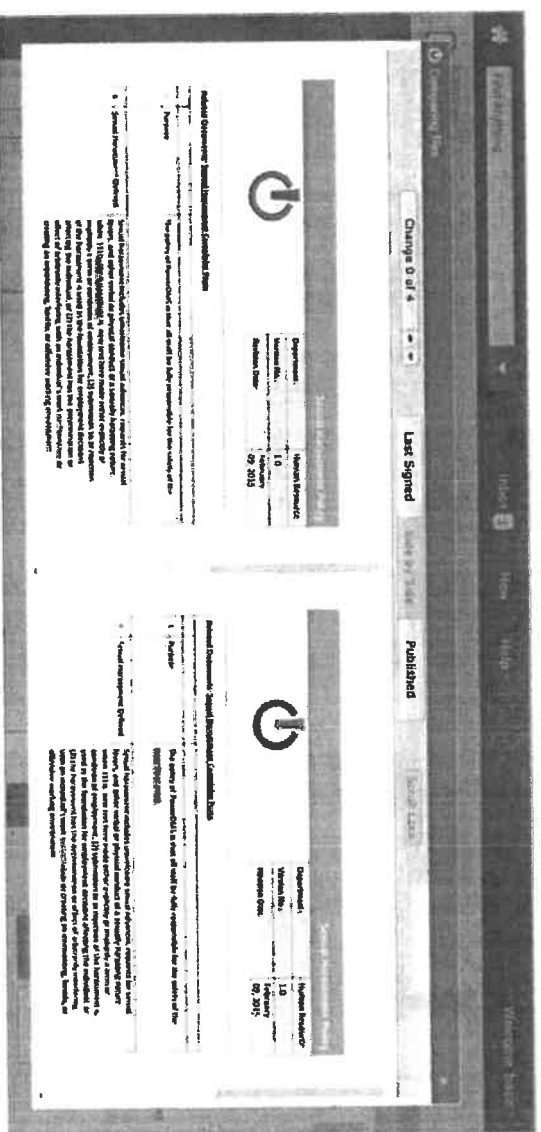
The screenshot displays the PowerDMS interface for a document titled "Sexual Harassment Policy". The interface is divided into several sections:

- Revisions Table:** A table showing document history with columns for Date, Published status, Archived status, File Type, Revision Count, Attachment File, and Last Modified By. The data is as follows:

Date (1)	Published (1)	Archived (4)	File Type	Revision Count	Attachment File	Last Modified By
5/7/2018	<input checked="" type="checkbox"/>	<input type="checkbox"/>	docx	1		Brad Enlow
5/2/2018	<input checked="" type="checkbox"/>	<input type="checkbox"/>	docx	1		Brad Enlow
4/30/2018	<input checked="" type="checkbox"/>	<input type="checkbox"/>	docx	1		Brad Enlow
4/26/2018	<input checked="" type="checkbox"/>	<input type="checkbox"/>	docx	1		Brad Enlow
- Navigation Tabs:** General, Revisions, Review, Standards, Assignments, Signatures, Activity, Security.
- Users and Groups:** A list of users and groups with checkboxes for "View", "Audit", and "Edit" permissions. The list includes:
 - Administration
 - All SWORN
 - Command Staff
 - brad.enlow - Brad Enlow

Side-by-Side Comparison

PowerDMS provides a unique side-by-side comparison feature allowing users to compare edits and updates of any version, highlighting what has been added, deleted, or revised.



PowerDMS

Signature & Test

Distribute documents, information, or other crucial items out for **employee acknowledgement & accountability.**

Add an **optional knowledge test** to any high-liability item to ensure staff fully comprehend what they are signing.

Policy - Covid-19 Continuity Of Operations Plan

	Police Department	Effective Date: 5/14/2020	SOP Number: 2020011
STANBARD OPERATIONS PROCEDURE		Issuance Date: 1/30/2021	Page 1 of 11
SUBJECT: COVID-19 Continuity of Operations Plan			

John Doe
CMM

Signature

1. Enter your User ID and Password in the spaces provided below. The entry of your User ID indicates that you have read and understood this document.

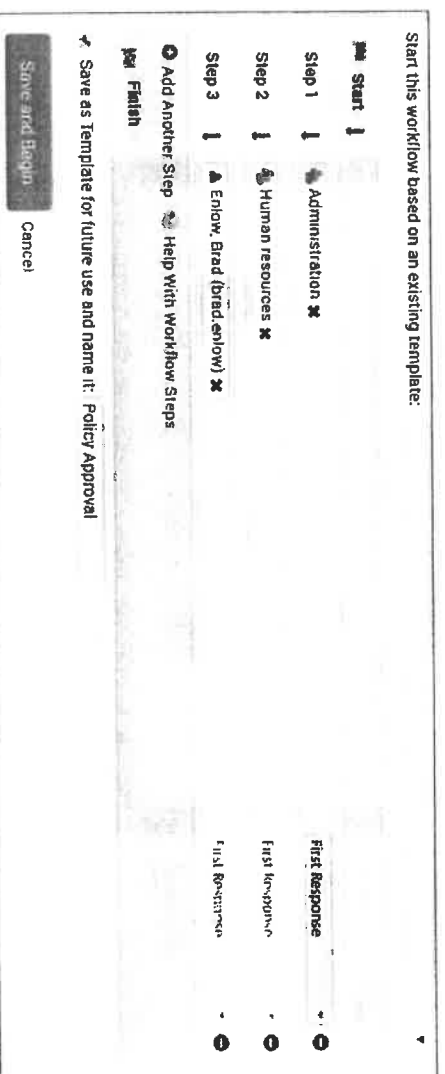
Sign **Cancel**

PowerDMS

Workflows

PowerDMS simplifies the development and approval process, allowing admins to set a routing structure for document collaboration & approvals.

You can also create standard workflow templates to ensure **consistent business processes**.



PowerDMS

Schedule Periodic Reviews

Schedule one-time or recurring reviews by date or simply by the last review to **ensure documents are kept updated and in compliance.**

General Reviews **Review** Standards Assignments Signatures Activity Security

Settings

Review Name: New
On the Date: Every 1
From Last Review Date: Yes

Workflow Template: Annual Compliance Review

Last Reviewed Date: 5/24/2020

Next Review Date: 5/24/2021 Log New Review

Save Settings

Audit Trail

A complete history of every version of every item is logged & tracked, including views, signatures, versions, reviews, approval/comments, & status.

We also store and track all trainings, certificates, qualifications, hours & assets for all current & past employees

(see training section below for more)

User	Activity	Activity Date	Revision Date	Status	Details
John Smith	Revision Status Change	11/21/2018 1:40 PM	11/21/2018 1:39 PM	Status changed from: Draft to Publish	
John Smith	Revision Created	11/21/2018 1:39 PM	11/21/2018 1:39 PM		
John Smith	File Saved	11/21/2018 1:39 PM	11/21/2018 1:39 PM		
John Smith	Document Created	11/21/2018 1:39 PM			

Public Facing Documents

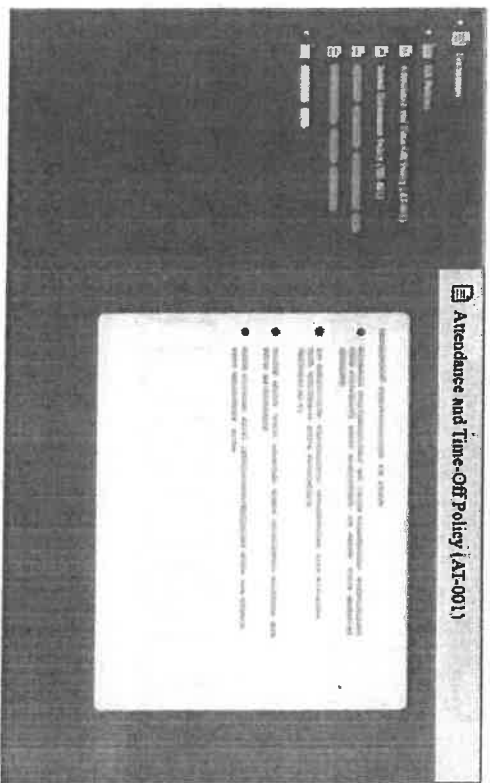
Securely select and **instantly publish** specific policies, records, videos, forms or information directly to your website.

Automatic updating to your website when a new version is published within your PowerDMS site.

Enable Public Link: Not Public **Public**

The published revision of this document is now available on your public document page. Draft revisions must be published before they can be made public.

[Public Documents Page](#)

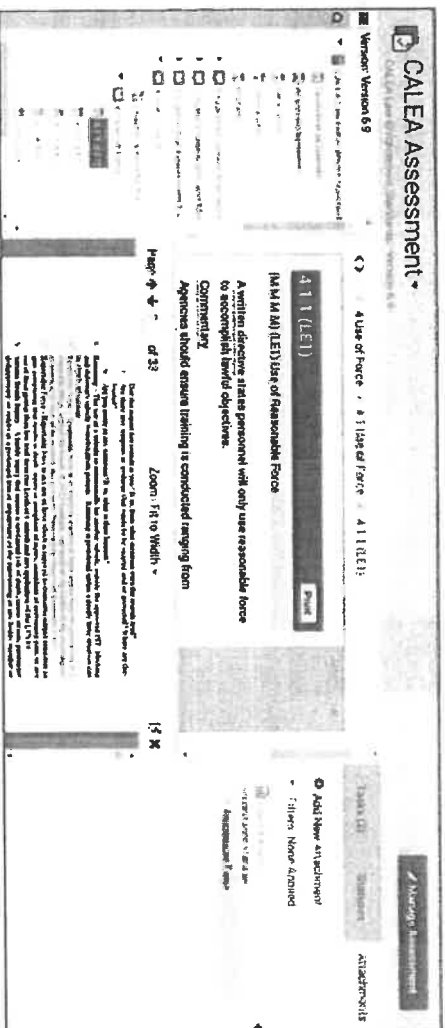


PowerDMS

Accreditation Management

PowerDMS partners with state and national accrediting bodies to **help agencies attain & maintain accreditation.**

Map policies & proofs to specific accreditation standards, schedule one-time or recurring compliance tasks, set statuses, run advanced reports, & collaborate/review remotely.



Related Standards

[1.1.2 \(LEI\)](#), [4.1.2 \(LEI\)](#), [4.1.5 \(LEI\)](#),
[4.2.1 \(LEI\)](#), [4.2.2 \(LEI\)](#), [11.1.1 \(LEI\)](#),
[11.2.1](#), [11.3.4](#)

PowerDMS

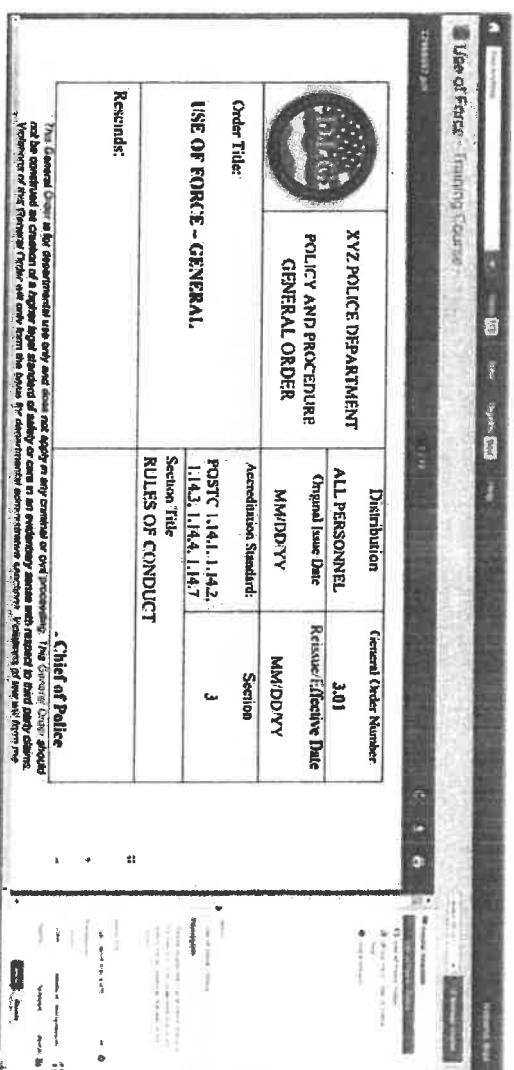
Electronic Courses

Create custom courses to assist with **employee onboarding** and **ongoing training requirements**.

Schedule & assign recurring courses with email notifications.

Track records & report on key categories (I.E. Use of Force, Bias, Pursuite, etc.)

* Training Management Module is a premium add-on feature

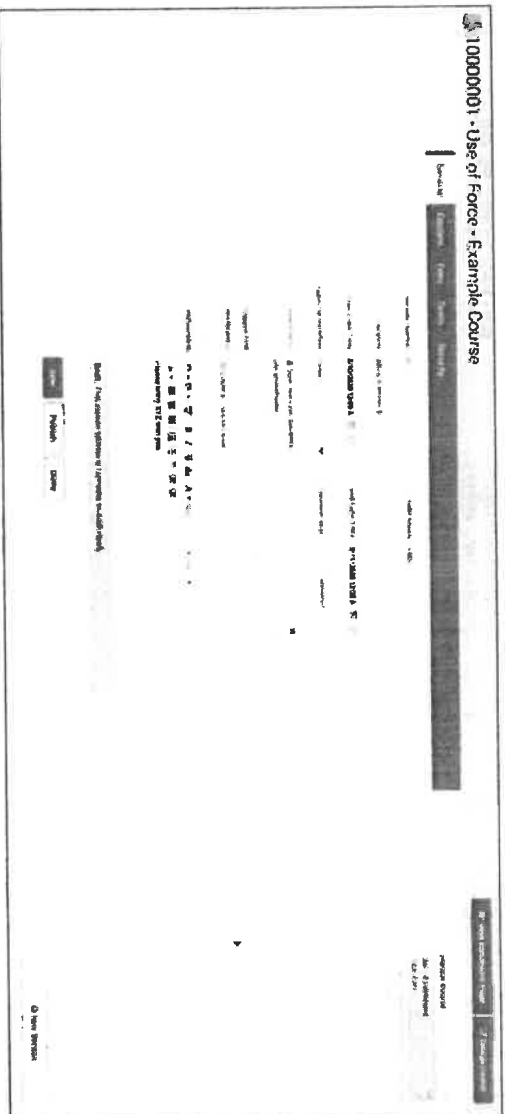


PowerDMS

In-Person Training

Create in-person trainings and either assign directly or allow staff to pick-and-choose which options works for their schedule.

Track & report on **attendance, performance, fees, & course content** records across current & past employees.



* Training Management Module is a premium add-on feature

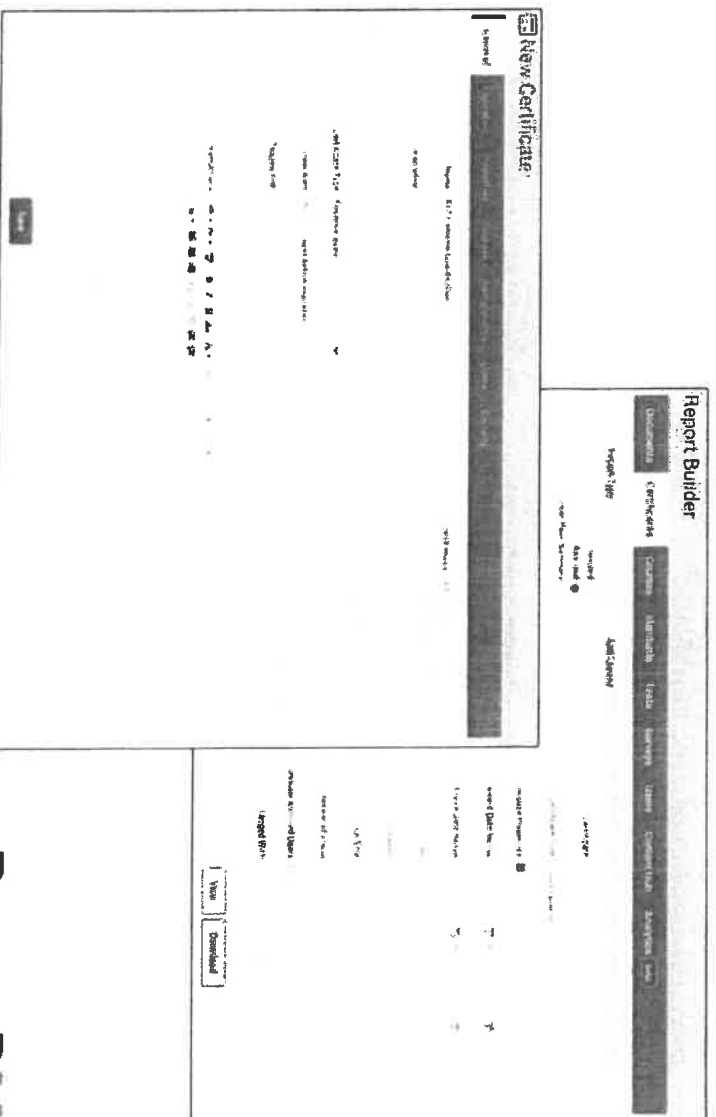
PowerDMS

Asset Tracking

Assign & track certificates, licenses, & equipment.

Report on what's coming up, overdue, and completed by specific item, type, user, or group.

Always know who has what and who needs what.

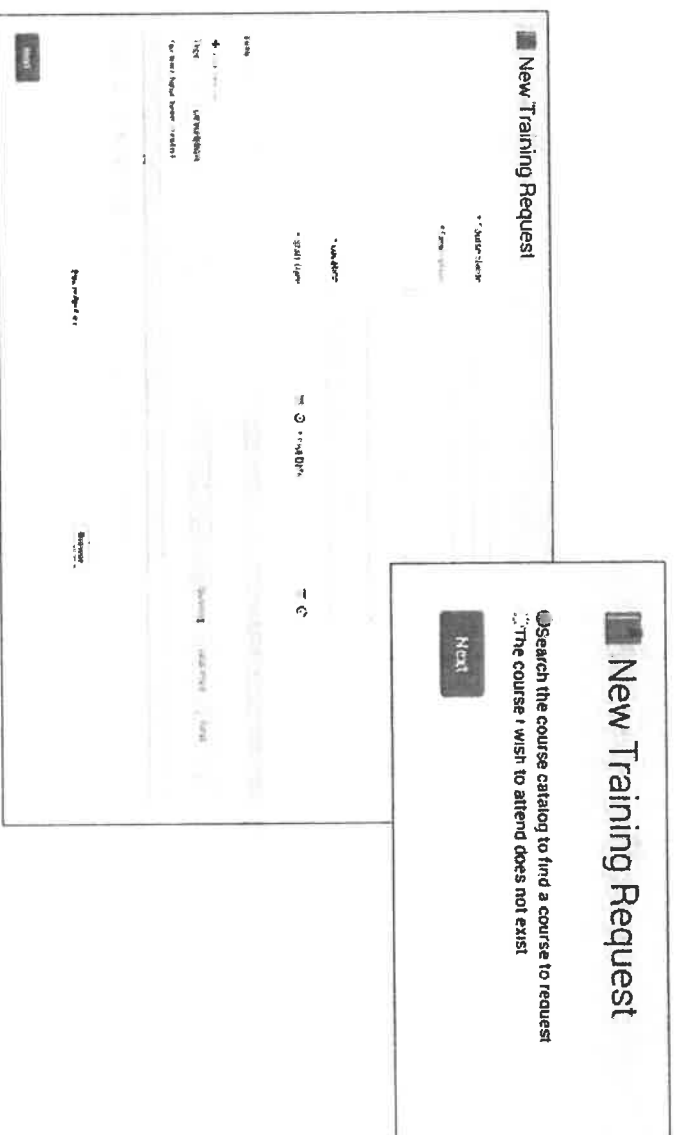


PowerDMS

Training Requests

Create a course catalog for staff to enroll or request from.

Automate training requests & approvals for external training.



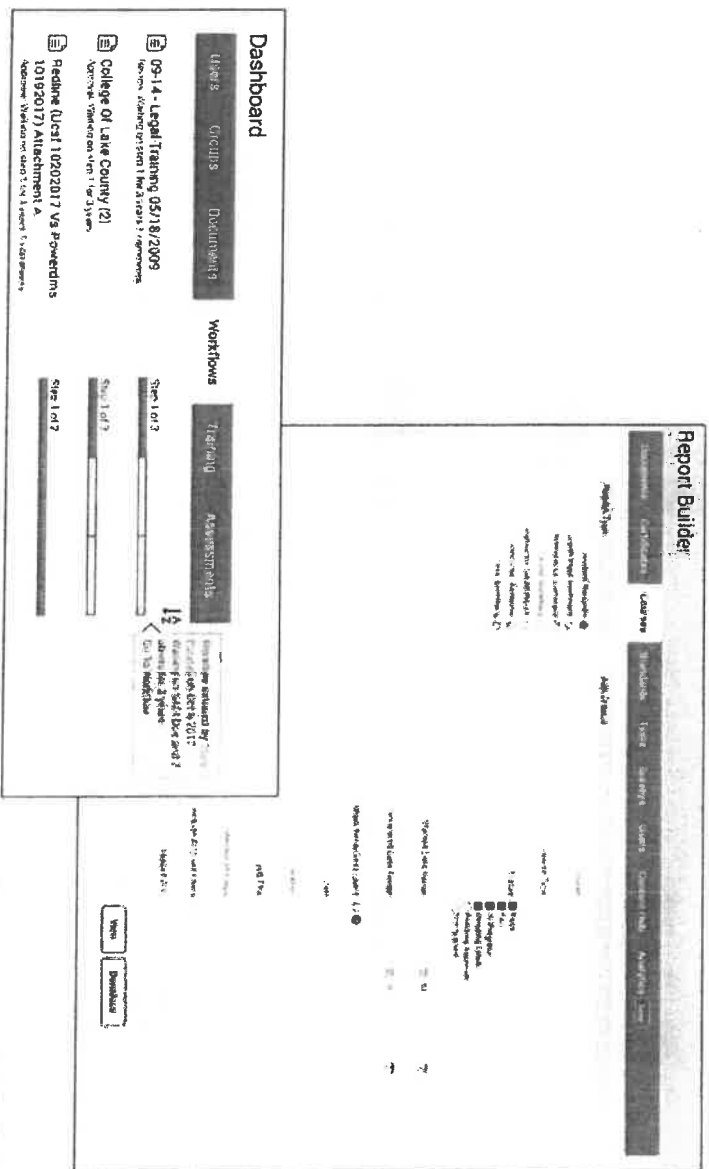
* Training Management Module is a premium add-on feature

PowerDMS

Reports & Dashboards

Generate custom reports to quickly find records of both current & past employees related to any item or training.

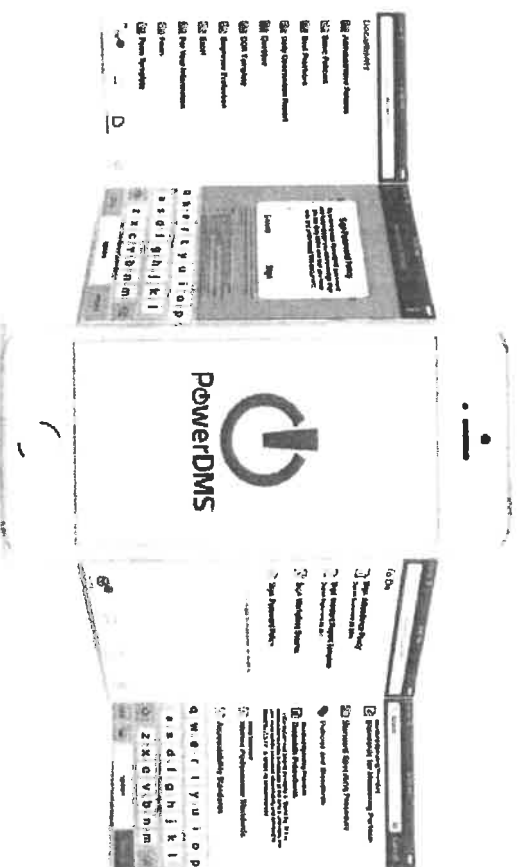
Custom dashboards **Keep** admins informed of key areas, staff, or groups that are falling behind.



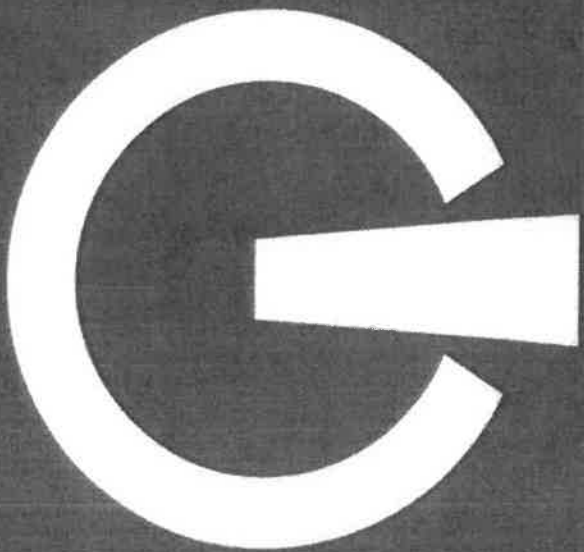
PowerDMS

Anytime, Anywhere Access

PowerDMS is accessible from any internet-enabled device. A **native mobile app** is available for iOS and Android phones and tablets that allows employees to search for, view, and sign policies using the mobile app.



PowerDMS



PowerDMS

OFFICE OF THE CITY ATTORNEY
VJ
10/11/22

ORDER AUTHORIZING THE MAYOR TO APPROVE THE JACKSON FIRE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH 501CTHREE TO PARTICIPATE IN THE WATER BOX PROGRAM AT FIRE STATION 23 (ALL WARDS)

WHEREAS, previous approval was granted to the Fire Department to participant in the water box program for Fire Station 1 and Fire Station 20 on September 13, 2022 during the Regular City Council meeting; and

WHEREAS, the Fire Department is asking for approval for an additional water box to be placed at Fire Station 23; and

WHEREAS, the Water Box Program operates under the organization named 501CTHREE, a California public benefit corporation; and

WHEREAS, the Water Box Program provides clean and safe potable water to people in communities where water from the tap is unsafe to drink; and

WHEREAS, the Water Box is designed to filter contaminants and pathogens from municipal water; and

WHEREAS, the Water Box system produces ten (10) gallons of clean potable water in fifteen (15) seconds; and

WHEREAS, 501CTHREE covers all the set-up cost to operate The Water Box system which includes delivery, installation of the filtration system, water test equipment, onsite training, reusable containers to hand out to the community, any maintenance parts such as filters, advertisement; and

WHEREAS, the participant agrees to serve as a test site and evaluate The Water Box over a period of one year in a manner prescribed by 501CTHREE; and

WHEREAS, for one-year 501CTHREE will provide participant and associated support which covers the financial offset of city water expenses, the offset does not exceed 62,400 gallons per month, third-party testing of the water samples during the beginning and end of the program period , telephone and field support of system operation and maintenance; and

WHEREAS, 501CTHREE Statement of Work, see Exhibit A; and

WHEREAS, at the conclusion of the one-year demonstration period, 501CTHREE will arrange to have the unit picked up if the event participant does not exercise their option to extend the agreement for an additional three (3) year term; and

Agenda No. 14
11.22.2022
(Owens, Lumumba)

WHEREAS, this agreement may be terminated with a thirty (30) day prior written notice to the other party and mutual written consent of the parties.

IT IS HEREBY ORDERED that the Mayor be authorized to execute this Agreement with 501CTHREE to participate in the Water Box Program.

IT IS HEREBY ORDERED that the Mayor be authorized to execute any documents necessary to effectuate participation in the Water Box Program.

Item No. _____

Agenda Date: _____

By: Owens, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 29, 2022
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO APPROVE THE JACKSON FIRE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH 501CTHREE TO PARTICIPATE IN THE WATER BOX PROGRAM AT FIRE STATION 23 (ALL WARDS)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Neighborhood Enhancement and Quality of Life
3.	Who will be affected	Citizens of Jackson and the Metro Area
4.	Benefits	To provide exceptional emergency service to citizens and community
5.	Schedule (beginning date)	N/A
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS CITY WIDE
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Fire Department
8.	COST	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Grant Funded
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor City of Jackson
From: Willie Owens, Chief of Fire Department
Date: September 29, 2022
Re: 501C Three Water Box Program for Fire Station 23

The department is requesting approval to enter into a partnership to administer the Water Box Program with 501CThree. The program is grant funded for one year for all associated set up cost and operational cost. The water box will be placed at Fire Station 23 which is located at 2640 Raymond Rd. Jackson, MS 39212.

If there are any questions or comments, please feel free to contact.

WO/ss

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 11/14/22

This ORDER AUTHORIZING THE MAYOR TO APPROVE THE JACKSON FIRE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH 501CTHREE TO PARTICIPATE IN THE WATER BOX PROGRAM AT FIRE STATION 23 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Victoria James, Deputy City Attorney



11/14/22

Date

EVALUATION AGREEMENT

THIS EVALUATION AGREEMENT (this "Agreement"), is made this _____ day of _____, 2022 ("Effective Date") by and between 501CTHREE, a California public benefit corporation that is exempt from tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and [City of Jackson], a [municipality] ("Participant").

RECITALS

501CTHREE supplies The Water Box, a mobile water purification system, to organizations that desire to provide affordable community access to clean, potable water while minimizing wasteful, single-use plastic.

Participant agrees to serve as a test site and evaluate The Water Box over a period of one year.

The parties mutually desire to set forth their respective obligations regarding Participant's evaluation of the water purification system.

Therefore, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. **Scope of Program.** 501CTHREE shall provide Participant a mobile water purification system (the "System" and related materials as described in Exhibit A (Statement of Work). Participant shall evaluate the System in the manner described in Exhibit A at [2640 Raymond Rd. Jackson, MS 39212 (Fire Station 23)] (the "Premises").
2. **501CTHREE's Responsibilities.** 501CTHREE shall:
 - a. Provide the System and related equipment and train Participant in the operation of the system at no cost to the Participant.
 - b. Arrange for the transportation, installation, and interface of all equipment delivered to the Premises, at 501CTHREE's sole expense.
 - c. Bear all transportation costs, including packing, crating, drayage, and that which the Participant may, for its own convenience, perform or cause to be performed.
 - d. Be responsible for all maintenance and repair of the System and related equipment while the System is located on the Premises.
 - e. Reimburse Participant for reasonable economic losses or damages to the Premises incurred during, or arising out of, Participant's evaluation of the System.
3. **Participant's Responsibilities.** Participant shall:
 - a. Provide Premises suitable to locate the System, in accordance with the Statement of Work and operations manuals.
 - b. Provide the utilities required to operate the System.
 - c. Operate the System, collect and report data, and conduct evaluations in the manner prescribed by 501CTHREE, including but not limited to: testing water product quality prior to using test kits provided by 501CTHREE; recording test data onto forms provided with the Operator's Manual; and performing regular inspection and maintenance as prescribed in the Service and Maintenance Manual.
 - d. Not modify the System and related equipment provided by 501CTHREE. Any modifications to the System provided for evaluation purposes shall be accomplished only by the 501CTHREE and its agents unless otherwise explicitly authorized by written addendum to this Agreement, signed by both 501CTHREE and Participant.
 - e. Not allow any third party or outside entity to operate the System or conduct maintenance without prior written approval of 501CTHREE.
 - f. Take reasonable measures to protect the System from access by, or damage from, third parties, including but not limited to: storing the System in a locked area on the Premises when not in use; ensuring the System is not left unattended in unsecured or public spaces; and ensuring the System is not removed from the from the Premises without prior written approval from 501CTHREE.
4. **Confidentiality.** Neither party shall disclose any information related to the performance of the System, including data collected under this Agreement, without the written consent of the other party. This clause shall survive the termination or expiration of this Agreement.
5. **Loss or Damage.** Participant shall not assume any responsibility for, or be liable for any loss or damage to the System and/or related equipment, or for any other damages, whether direct or

consequential, for delays or otherwise, unless such loss or damage is the result of the gross negligence or recklessness of Participant or any person under Participant's control.

6. **No Further Obligation.** Participant shall not be obligated to purchase any equipment, materials, or services from 501CTHREE as a result of, or on behalf of, the evaluation.
7. **Ownership.** Participant shall not acquire any ownership rights, entitlements, or title to any System or equipment provided under this Agreement.
8. **Term.** This Agreement shall terminate at midnight 365 days after the date Participant receives the System ("Expiration Date"). The Participant will have first right-of-refusal to extend the agreement for one year and each subsequent year and continue to evaluate and utilize the Water Box, provided the Participant remains in compliance with the Responsibilities outlined in Section 3.
9. **Removal and Repair.** On the date of termination, or other mutually agreeable date, 501CTHREE shall remove the System from the Premises and repair all damage caused such removal.
10. **Payment.** 501CTHREE shall pay to Participant the amount identified in Exhibit A, Section 2 to offset the water utility costs of the evaluation. Payment shall be based on Participant's prior month's utility service rates as described in the billing statements provided to Participant by its water and energy utilities, which Participant shall furnish to 501CTHREE at the start of the evaluation period. Payments shall be made to Participant on the 15th day of each month by electronic check or ACH transfer. In order to receive payment, on or before the 15th day of the month, Participant shall be record and electronically report to 501CTHREE (i) the System's operating hours, and (ii) the System's water output for the immediately preceding month. At any time during the evaluation period either party may request an adjustment to the payments based on the prior month's utility rates.
11. **Insurance.** At all times, 501CTHREE shall maintain in effect a commercial general liability insurance policy, on an occurrence basis, in the amount of at least \$1,000,000 per occurrence/\$2,000,000 aggregate. 501CTHREE shall provide to Participant evidence of insurance coverage on or prior to the delivery of the System.
12. **Indemnification.**
 - a. 501CTHREE shall indemnify, defend and hold Participant, its partners, officers, shareholders, members, trustees, principals, agents, marketing manager, employees and any mortgagee(s) (collectively, "Participant Indemnitees"), harmless from and against all liabilities, obligations, damages, judgments, penalties, claims, costs, charges and expenses, including, reasonable and attorneys' fees, which may be imposed upon, incurred by, or asserted against any of the Participant Indemnitees and arising, directly or indirectly, out of or in connection with (i) 501CTHREE's breach of its obligations under this Agreement or (ii) the negligent acts of 501CTHREE or 501CTHREE's agents, employees, or contractors.
 - b. Participant shall indemnify, defend and hold 501CTHREE, its partners, officers, directors, members, trustees, principals, agents, employees and any mortgagee(s) (collectively, "501CTHREE Indemnitees"), harmless from and against all liabilities, obligations, damages, judgments, penalties, claims, costs, charges and expenses, including, reasonable and attorneys' fees, which may be imposed upon, incurred by, or asserted against any of the 501CTHREE Indemnitees and arising, directly or indirectly, out of or in connection with (i) Participant's breach of its obligations under this Agreement or (ii) the grossly negligent or reckless acts of Participant or Participant's agents, employees, or contractors.
 - c. This clause shall survive the termination or expiration of this Agreement.
13. **Release and Waiver of Subrogation.** Participant and 501CTHREE (each, a "Waiving Party") each hereby waive and release all rights of recovery against the other and the other's agents, employees and insurance company, by subrogation or otherwise, on account of loss or damage to the property and any loss of income arising from the Waiving Party or losses under any worker's compensation. If there is a conflict between this Paragraph and any other provision of this Agreement, this Paragraph shall control.
14. **Casualty/Condemnation.** If the Premises or all or any substantial part of the building shall be (i) damaged by fire or other casualty, or (ii) taken by condemnation or eminent domain, Participant or 501CTHREE, upon Notice to the other party, may terminate this Agreement, and neither party shall have any further obligation to the other hereunder.
15. **Default.** 501CTHREE's failure to pay any amount due or perform any obligations hereunder shall constitute an event of default (each, a "Default"). If 501CTHREE fails to cure the default within thirty days after receiving written notice of default, Participant may terminate this Agreement and pursue any or all remedies available at law or in equity. 501CTHREE shall not raise any counterclaim in a summary proceeding or other action based on termination or holdover, except to the extent that 501CTHREE's failure to make such claim in such proceeding would, as a matter of law, preclude 501CTHREE from raising such claim in any other proceeding or forum.
16. **Termination.** This Agreement may be terminated prior to the Expiration Date:
 - a. Upon the mutual written consent of the parties;

- b. By either party upon thirty days' prior written notice to the other party;
 - c. By 501CTHREE immediately if Participant fails to follow the System operating instructions, fails to follow reasonable COVID protocols, or if the System poses a danger to the public.
 - d. By Participant, upon an event of Default by 501CTHREE that is not cured within the time stated in this Agreement.
17. **Effect of Termination.** Upon termination, 501CTHREE shall be under no further obligation with the exception of satisfying any outstanding amounts incurred by Participant as a result of use of the System. Participant and 501CTHREE shall be under no further obligation to each other, except with respect to any additional liabilities incurred by either of the parties pursuant to the terms and conditions of the Agreement prior to the date of termination and those specific obligations which specifically survive the termination or expiration of this Agreement.
18. **Governing Law.** This Agreement is made pursuant to, and shall be governed by and construed in accordance with, the laws of the State of California and any applicable local laws.
19. **Notices.** Any notice, demand or other communication required or permitted by laws or any provision of this Agreement to be given or served on either party ("Notice") shall be in writing, addressed to the party at the address or e-mail address set forth in this Agreement, or such other address as the party may designate from time to time upon 10 days' prior Notice, and (a) deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or (b) delivered by a private mail or courier service, delivery charges prepaid, which provides delivery confirmation (such as, Federal Express, Airborne or UPS) or (c) delivered via e-mail with 'read receipt' requested. All communications delivered shall be deemed received by the addressee on the delivery date, the delivery refusal date, or the undeliverable date, as shown on the return receipt or the delivery confirmation.
20. **Binding on Successors and Assigns.** This Agreement and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Participant, 501CTHREE and their respective successors and assigns.
21. **Limitation of PARTICIPANT Liability.** 501CTHREE shall neither assert nor seek to enforce any claim, and hereby waives any and all rights to assert or claim, for breach of this Agreement against any of Participant's assets other than Participant's interest in the building and 501CTHREE shall look solely to such interest for the satisfaction of any liability of Participant under this Agreement. In no event shall Participant ever be personally liable or liable for lost profits, consequential, special or punitive damages.
22. **Entire Agreement.** This Agreement is intended by the parties to be a final expression of their agreement and as a complete and exclusive statement of the terms thereof. All of the agreements, conditions, covenants, terms, warranties, understandings, obligations, limitations, representations, and provisions of the leasing of the Premises or the 501CTHREE's right to occupy the building are expressly contained in this Agreement, and none shall be implied. This Agreement may be amended only by subsequent written agreement between Participant and 501CTHREE.
23. **Force Majeure.** Except for the payment of monetary obligations, if Participant or 501CTHREE is delayed or prevented from performing any of its obligations under this Agreement by reason of strike, labor troubles, or any similar cause whatsoever beyond their control (not including financial inability), the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by Participant.
24. **Counterparts/Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement will be considered executed when the signature of a party is delivered by (i) facsimile transmission, (ii) scanned image (e.g., .pdf or .tiff file extension name) as an attachment to electronic mail (email), or (iii) electronic signature technology (e.g., DocuSign). Such facsimile, scanned or electronic signature must be treated in all respects as having the same effect as an original "wet ink" signature.

[Signatures Appear on the Next Page]

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have executed this Agreement under their respective seals as of the day and year first above written.

WITNESS:

[City of Jackson]

By: _____

By: _____

WITNESS:

501CTHREE, a California public benefit corporation

By: _____

By: _____

Name: Jaron Rothkop
Title: Director

EXHIBIT A
Statement of Work
501CTHREE – Portable Water Filtration System

The 501CTHREE Water Box system is designed to provide a more sustainable and cost effective, long term solution to the distribution of bottled water to area residents. In addition to eliminating the plastic and packaging waste associated with current bottled water supplies, we have designed the system to largely mimic our own JUST water treatment systems in our production facility in New York. The system works on two main potential contaminants to water; microbiological contaminants, like bacteria, and mineral or metals contaminants, like lead.

While no system can claim to be 100% effective against all potential contaminants and levels, this system is designed with multiple layers of treatment (microfiltration, carbon block filtration and ultra-violet lamps) to create redundant treatment against the type of concerns that have arisen in Flint, Michigan and many other water systems. The system and water it treats will be tested in a variety of ways including daily onsite testing, weekly third-party lab testing, and annual full spectrum analysis by world class water treatment facilities.

All of these tests will be available to the system operators and users in a completely transparent process to ensure confidence in the system and water it treats. If the system is not able to provide water that meets these testing criteria or results, it will be turned down until it can be demonstrated to do so. Our goal is to provide confidence to users that they can see, taste, smell, and have data that they are being provided clean, safe water.

1. Communication

- a. The Water Box Portable Water Filtration System is being provided to Participant by 501CTHREE, a California public benefit corporation exempt from taxation under Code Section 501(c)(3).
- b. All communication should be directed to:
Jaron Rothkop
501CTHREE
1880 Century Park East Suite 1600
Los Angeles CA 90067
jaron@501CTHREE.org
P: +1 (248) 854-2081

2. Term Obligations and Water Cost

- a. 501CTHREE will provide Participant and associated support for one year from the date of operation. For one year, 501CTHREE will provide the following support:
 - i. Financial offset of city water expenses, as measured in gallons filtered by the unit and calculated using the city water rate
 - ii. The offset is not exceeding 62,400 gallons per month, equivalent to operating the unit continuously for 40 hours per week
 - iii. The offset will assume 365 days of continuous use
 - iv. Water test kits for daily testing
 - v. Third-party testing of water samples, during commissioning and at the end of the demonstration period
 - vi. All service and maintenance parts required to keep the system operational
 - vii. Telephone and field support of system operation and maintenance

3. Containers For Water Distribution

- a. 501CTHREE will seek out donations of suitable containers for the participant to dispense, including five-gallon jugs. The demonstration is designed for residents in the community to keep and reuse containers with the purpose of reducing plastic waste.

4. Extension Offer Information

- a. Participant will have the option to keep the system for a term of up to ten [10] years without ongoing support
- b. Should Participant sign any renewal agreement for this option, 501CTHREE will partner with Participant to raise funds for continued operation
- c. Annual operating costs, excluding 3rd-party testing and jug or container purchases, are projected at approximately \$500/year.

5. Performance Specification

- a. The system will have a flow-rate of between five and ten gallons per minute when connected to an external line with a min flow rate of ten gallons per minute
- b. The system will have a single flexible nozzle allowing bottles and five-gallon containers to be filled
- c. The system will monitor and record the following data:
 - i. Cumulative volume of flow in gallons

6. Public Launch

- a. Public Launch data is TBD collectively
- b. Participant will support the public launch with:
 - i. Celebrity Visitation
 - ii. Content Creation
 - iii. Social Media

7. Commissioning, Testing and Ongoing O&M

- a. The system will be delivered to Participant by commercial carrier
- b. Initial commissioning will be conducted by 501CTHREE at Participant
- c. The system will be connected to an interior service line for commissioning
- d. The system will be tested until approved results are achieved
- e. The system will be cycled for 50 gallons while connected to the building's supply line
- f. The water will be tested each day
 - i. One or more samples of line water will be collected prior to connection to the system
 - ii. If contaminants are found in the first sample, a sample of filtered water will be collected within five days of installation
 - iii. Samples may be sent to a lab for analysis

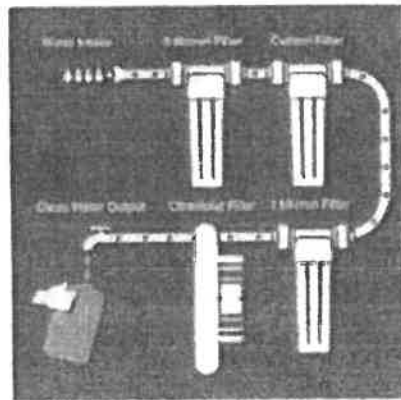
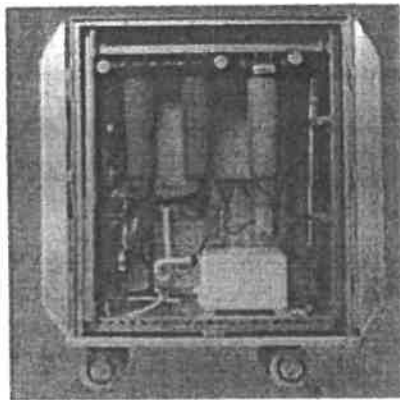
8. Test Procedure During Daily Operation

- a. Regular daily testing will be performed and recorded on document set forth in the Operator's Manual by Participant's personnel
- b. Tests will be conducted each day prior to system operation, or a minimum of once per month
- c. The results will be entered into a test log supplied with the system
- d. Water samples will be sent at regular intervals to a 3rd -party test facility as directed by 501CTHREE
- e. A dedicated telephone support line will be provided for troubleshooting
 - i. 501CTHREE will first attempt to resolve issues by phone.
 - ii. If the issue is not resolved, 501CTHREE will send a service technician to the site. This procedure will be followed if water quality fails to meet threshold levels during daily tests or as a result of lab tests

9. End of Demonstration Period

- a. Following the demonstration period, 501CTHREE will arrange to have the unit picked up, in the event Participant does not exercise their option to extend the agreement for an additional three-year term.

EXHIBIT B
System Drawing



OFFICE OF THE CITY ATTORNEY
10/15/22
Kidd

ORDER AUTHORIZING TERMINATION OF THE PROFESSIONAL SERVICES AGREEMENT AND RELATED DOCUMENTS WITH CINTAS CORPORATION AND TO COMPENSATE CINTAS CORPORATION FOR SERVICES COMPLETED PRIOR TO RECEIPT OF NOTICE TO TERMINATE SAID AGREEMENT.

WHEREAS, on February 17, 2021, the Jackson City Council authorized the Mayor to execute an agreement with Cintas Corporation for facilities, services and supplies to the City of Jackson, Mississippi for the Department of Human and Cultural Services' Early Childhood Development facilities; and

WHEREAS, on September 15, 2022, the Jackson City Council voted to defund the Early Childhood Program in the Department of Human and Cultural Services; and

WHEREAS, Paragraph 6 of the Facilities Services Rental Agreement provides, "The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless the company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the current term; and

WHEREAS, Cintas Corporation may be entitled to compensation for services performed prior to receiving notice to terminate the Facilities Services Rental Agreement; and

WHEREAS, the Department of Human and Cultural Services recommends the Facilities Services Rental Agreement for termination and authorizes payment to Cintas Corporation for services completed prior to its receipt of the notice of termination; and

IT IS, THEREFORE, ORDERED that the Director of the Department of Human and Cultural Services is authorized to terminate the Facilities Services Rental Agreement with Cintas Corporation and compensate Cintas Corporation for any professional services completed according to the Professional Services Agreement before the notice of intent to terminate said agreement.

Agenda No. 15
11.22.2022
(Kidd, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 9/30/2022

POINTS		COMMENTS		
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO TERMINATE THE PROFESSIONAL SERVICES AGREEMENT AND RELATED DOCUMENTS WITH CINTAS CORPORATION AND TO COMPENSATE CINTAS CORPORATION FOR SERVICES COMPLETED PRIOR TO RECEIPT OF NOTICE TO TERMINATE SAID AGREEMENT.		
2.	Purpose	Terminate contract due to defunding Early Childhood Program		
3.	Who will be affected	N/A		
4.	Benefits	Budget		
5.	Schedule (beginning date)	Upon approval		
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide		
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Human and Cultural Services		
8.	COST			
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 			
10.	EBO participation See attached sheets from Vendors	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 Human and Cultural Services



1000 Metrocenter, Suite 101
Post Office Box 17
Jackson, Mississippi 39205-0017

To: Chokwe Antar Lumumba, Mayor
From: Adriane Dorsey Kidd ^{ADK} Ed.D., Director
Department of Human and Cultural Services
Date: September 30, 2022
Subject: Agenda Item

Attached for review is the cancel service agreement between the City of Jackson and Cintas Corporation.

Cintas Corporation services are no longer needed because Jackson City Council defunded the Early Childhood Program.

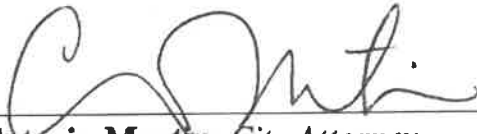
Feel free to contact Adriane Dorsey Kidd at 601-960-0764 with any questions or needed clarification.

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 TERMINATION OF THE PROFESSIONAL SERVICES AGREEMENTS AND RELATED DOCUMENTS WITH CINTAS CORPORATION AND TO COMPENSATE CINTAS CORPORATION FOR SERVICES COMPLETED PRIOR TO RECEIPT OF NOTICE TO TERMINATE SAID AGREEMENT is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

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

11/2/22
Date

OFFICE OF THE CITY ATTORNEY
11/2/22

Date

Via Certified Mail:

Mr. Justyn Arnold, Sales Representative
Cintas Corporation
3894 Beasley Road
Jackson, MS 39213

Re: Notice of the City of Jackson, Mississippi intent to terminate the Facilities Services Rental Agreement to Provide Services and Supplies for the Early Childhood Development Centers.

Dear Mr. Arnold:

The Mary C. Jones Early Childhood Development Center and Westside Early Childhood Development Center will close effective September 30, 2022. Thus, the City of Jackson will no longer require sanitizing services and supplies for the aforementioned locations.

Pursuant to Paragraph 6 of the Facility Services Rental Agreement, please accept this as formal notice to terminate the agreement between the parties. The City of Jackson agreed to notify Cintas Corporation, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the current term which, according to the City of Jackson's records, is February 1, 2023. Please send any and all final invoices to Director Adriane Dorsey-Kidd at 1000 Metrocenter, Suite 101, Jackson, Mississippi 39209.

Thank you for your many years of service to the City of Jackson Early Childhood Development Centers.

Warmest regards,

Adriane Dorsey-Kidd, Director
Human and Cultural Services

OFFICE OF THE CITY ATTORNEY
A. J. ...
11/22/22

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA (“CDFL”) TO COMPLETE ARCHITECTURAL DESIGN SERVICES FOR RENOVATION WORK AT THALIA MARA HALL FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the Department of Human and Cultural Services seeks architectural design services from CDFL to renovate and upgrade Thalia Mara Hall in advance of the USA International Ballet Competition; and

WHEREAS, the State of Mississippi 2022 Legislature allocated \$2,000,000.00 (two million dollars) to renovate and upgrade Thalia Mara Hall; and

WHEREAS, the Friends of Thalia Mara Hall and Community Foundation for Mississippi contracted with CDFL and covered the expenses for the design development phase of this construction project in an effort to expedite the overall process; and

WHEREAS, the Friends of Thalia Mara Hall and Community Foundation of Mississippi desire to assign their agreement with CDFL to the City of Jackson; and

WHEREAS, the Department of Human and Cultural Services recommends that the Jackson City Council accept the designs submitted by the Friends of Thalia Mara Hall and the Community Foundation of Mississippi; and

WHEREAS, the Department of Human and Cultural Services further recommends that the Jackson City Council authorizes the Mayor to enter into a separate agreement with CDFL for the completion of the construction documents for renovations to Thalia Mara Hall, procurement services, and contract administration between the City of Jackson and the contractor during the construction phase; and

WHEREAS, CDFL will use their knowledge and expertise in design and within Thalia Mara Hall to historically create effective upgrades and improvements to the facility that are much needed to elevate the patron experience; and

WHEREAS, the City agrees to compensate CDFL for the services provided under this agreement at a fee not to exceed \$90,000.00, \$70,000 for the construction documents and \$20,000 for construction period services; and

WHEREAS, the City and CDFL agree the renovations will be substantially completed and ready for occupancy by the International Ballet Competition on or before May 31, 2023 and the substantial completion date will be May 31, 2024.

IT IS THEREFORE ORDERED that the City of Jackson accepts the assignment of the contract between CDFL and Friends of Thalia Mara Hall and the Community Foundation of Mississippi.

IT IS FURTHER ORDERED that the Mayor is authorized to execute an agreement with CDFL to provide construction documents for renovations to Thalia Mara Hall, procurement services, and contract administration between the City of Jackson and the contractor during the construction phase of this project and payment is authorized in an amount not to exceed \$90,000.00, which shall be paid as services are rendered.

Agenda No. 16
11.22.2022
(Kidd, 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

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA ("CDFL") TO COMPLETE ARCHITECTURAL DESIGN SERVICES FOR RENOVATION WORK AT THALIA MARA HALL FOR THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney 

11/17/22
Date

OFFICE OF THE CITY ATTORNEY
11/17/22
S.M.

DRAFT

AIA Document B101 - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « ____ » day of « _____ » in the year «two thousand twenty-two (2022).»
(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

«The City of Jackson»
«Jackson City Hall»
«Post Office Box 17»
«Jackson, Mississippi 39205»

«The City of Jackson»
«Jackson City Hall»
«219 South President Street»
«Jackson, Mississippi 39201»

and the Architect:
(Name, legal status, address and other information)

«Cooke Douglass Farr Lemons Architects + Engineers PA »
«3221 Old Canton Road, Suite 200 »
«Jackson, Mississippi 39216 »
«Telephone: 601.366.3110 »

for the following Project:
(Name, location and detailed description)

«Renovations and Additions to Thalia Mara Hall for the City of Jackson»
«CDFL# 22-124»

The Owner and Architect agree as follows.

Project construction budget not to exceed \$1,900,000.00 to be developed in a single contract.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT



ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«Construction Documents for Renovations to Thalia Mara Hall for ADA and Interior Enhancement.
«Renovations for the Hall's Enhancements based on Design Development provided by the Friends of «Thalia Mara Hall and the Community Foundation of Mississippi through Construction Services in support of the «City of Jackson. »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.2 Construction commencement date:

«To be determined.»

.3 Substantial Completion date or dates:

The Owner and the Architect agree the renovations and upgrades will be substantially completed and ready for occupancy by the International Ballet Competition on or before May 31, 2023 and the substantial completion date is May 31, 2024.»

.4 Other milestone dates:

«To be determined.»

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Competitive bid.»

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«Not applicable.»

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

«Lloyd Keller»
«200 South President Street»
«Jackson, Mississippi 39201»
«Telephone: 601.960.1657»

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« »« »
« »
« »
« »

.2 Civil Engineer:

« »« »
« »
« »
« »
« »

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« »



§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«Cooke Douglass Farr Lemons Architects + Engineers PA»
«Chris Myers, AIA»
«3221 Old Canton Road, Suite 200»
«Jackson, Mississippi 39213»
«Telephone Number: 601.366.3110 ext. 216»
«Email Address: cmyers@cdfi.com»

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« »« »
« »
« »
« »
« »

.2 Mechanical Engineer:

«Cooke Douglass Farr Lemons Architects + Engineers PA»« »
«3221 Old Canton Road, Suite 200 »
«Jackson, Mississippi 39216 »
«Telephone: 601.366.3110 »

.3 Electrical Engineer:

«Cooke Douglass Farr Lemons Architects + Engineers PA»« »
«3221 Old Canton Road, Suite 200 »
«Jackson, Mississippi 39216 »
«Telephone: 601.366.3110 »



§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. In the event that a material change in the Initial Information requires an adjustment in the Architect's compensation, the Owner's representative will seek authorization for the adjustment from the Owner's governing authorities. If the Owner's representative is unable to obtain an adjustment in the Architect's compensation within a reasonable time, the Owner shall terminate the contract and compensate the Architect for all work performed prior to the date of termination. In the event changes in the Initial Information affect the Owner's budget for the Cost of the Work, the Owner's representative will seek to obtain an adjustment in the budget for the Cost of the Work prior to the procurement phase of the Project. The Owner shall adjust the Owner's anticipated construction milestones as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~one million dollars~~ (\$ ~~1,000,000.00~~) for each occurrence and ~~two million dollars~~ (\$ ~~2,000,000.00~~) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~one million dollars~~ (\$ ~~1,000,000.00~~) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.



§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance. provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability – NOT APPLICABLE.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «two million dollars» (\$ «2,000,000.00») per claim and «two million dollars» (\$ «2,000,000.00») in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2

Omitted.

§ 3.3

Omitted.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such

interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the

specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Not provided
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Architect
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Owner
§ 4.1.1.30 Other Supplemental Services	Owner

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

«Not applicable. »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

«Not applicable. »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. The Architect shall obtain the consent of the Owner's governing authorities in the form of an amendment to this Agreement before performing any Additional Services.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2

Omitted.

§ 4.2.3

Omitted.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within «twenty-four» («24») months of the date of this Agreement, through no fault of the Architect, the Architect shall immediately notify the Owner, proposing the length of an extension and the additional compensation thereof. Architect shall only proceed to perform the identified Additional Services after written authorization by the governing authorities in the form of an amendment to this Agreement.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7

Omitted.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope

of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Failure to provide such written notice shall not be deemed a waiver by the Owner of any rights under this contract, rights at law, or of any claim against Architect.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

«Not applicable.»

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

«Not applicable.»

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, as revised by the City of Jackson.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

«Construction Documentation for Renovations and Additions – based on design development documents provided by the Friends of Thalia Mara Hall and the Community Foundation of Mississippi through construction services in support of the City of Jackson.»

«Fixed Fee - \$90,000.00 (Construction Documents - \$70,000.00 / Construction Period Services - \$20,000.00)»

§ 11.2

«Omitted.»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«Service designated in Section 4.1 as the Architect's responsibility are included in the compensation for basic services.»

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 Omitted.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«See attached hourly fee schedule. »

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero « 0 » percent (« » %) of the expenses incurred.

§ 11.9

«Omitted.»

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «zero» (\$ «0.00») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts undisputed unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

«Zero percent (0 %) »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available and submitted with each invoice for payment.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

CDFL August 30, 2022 Budget Estimate

AIA Document B105™-2017, Standard Short Form Agreement Between Friends of Thalia Mara Hall and Community Foundation of Mississippi and the City of Jackson

Hourly Billing Rates

Certificate of Liability Insurance

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Chokwe Antar Lumumba, Mayor»

(Printed name and title)

ARCHITECT (Signature)

«Chris Myers, AIA, Principal»

(Printed name, title, and license number, if required)

CDFL

ARCHITECTS + ENGINEERS PA

Thalia Mara Hall
Building Renovation and Improvements
CDFL #22-124
Budget Estimate
August 3, 2022

					Cost (\$)
Base Bid	Quantity	Cost	% Markup	\$	1,067,080.80
Demolition				\$	53,373.60
Remove Concrete	1	\$ 10,000.00	20%	\$	12,000.00
Remove Guardrails / Handrails	1	\$ 7,500.00	20%	\$	9,000.00
Remove Landscaping	1	\$ 5,000.00	20%	\$	6,000.00
Remove Auditorium Carpet Tile	4016	\$ 2.00	20%	\$	9,638.40
Remove Main Level Carpet Tile	2606	\$ 2.00	20%	\$	6,254.40
Remove Mezzanine Carpet Tile	3117	\$ 2.00	20%	\$	7,480.80
Remove soffit for water issues at porc	1	\$ 2,500.00	20%	\$	3,000.00
Exterior / Site				\$	769,320.00
Wayfinding	1	\$ 100,000.00	20%	\$	120,000.00
New Guardrails / Handrails	504	\$ 150.00	20%	\$	90,720.00
New Landscaping/ Sod	1	\$ 50,000.00	20%	\$	60,000.00
Exterior Lighting	1	\$ 150,000.00	20%	\$	180,000.00
Concrete canopy refurbish	1	\$ 30,000.00	20%	\$	36,000.00
Fountain	1	\$ 45,000.00	20%	\$	54,000.00
Banner Hanging Device	1	\$ 15,000.00	20%	\$	18,000.00
Repair water damage at porch	1	\$ 20,000.00	20%	\$	24,000.00
New Overhead Coiling Door	1	\$ 12,000.00	20%	\$	14,400.00
New Metal Stairs at Loading Platform	1	\$ 2,500.00	20%	\$	3,000.00
New Exterior Signage	1	\$ 2,500.00	20%	\$	3,000.00
New Metal Canopy	1	\$ 50,000.00	20%	\$	60,000.00
New Display Cases	6	\$ 1,500.00	20%	\$	10,800.00
Seal Cracked Panels at Fountain	1	\$ 7,500.00	20%	\$	9,000.00
Seal / Epoxy Porch	1	\$ 35,000.00	20%	\$	42,000.00
Street Graphics	1	\$ 20,000.00	20%	\$	24,000.00
Paint / Stain Bricks	1	\$ 2,000.00	20%	\$	2,400.00
Exterior Cleaning (power-wash)	1	\$ 15,000.00	20%	\$	18,000.00
Interior				\$	244,387.20
Auditorium Carpet Tile	4016	\$ 12.00	20%	\$	57,830.40
Main Level Carpet Tile	2606	\$ 10.00	20%	\$	31,272.00
Mezzanine Carpet Tile	3117	\$ 12.00	20%	\$	44,884.80
Interior Lighting	1	\$ 25,000.00	20%	\$	30,000.00
Handrails in Theater	80	\$ 150.00	20%	\$	14,400.00
Dressing Rooms Upgrades	1	\$ 10,000.00	20%	\$	12,000.00

Misc. Electrical	1	\$ 20,000.00	20%	\$ 24,000.00
Box office window	1	\$ 10,000.00	20%	\$ 12,000.00
Alternate: Interior Paint	1	\$ 15,000.00	20%	\$ 18,000.00

THM Owner Purchased Items	\$ 558,000.00
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Theater Upgrades

Lighting Package (new line batten set	1	\$ 100,000.00	20%	\$ 120,000.00
Sound Package	1	\$ 280,000.00	20%	\$ 336,000.00
Music Stands	1	\$ 50,000.00	20%	\$ 60,000.00
Seats and row labels for pit seating	1	\$ 25,000.00	20%	\$ 30,000.00
Symphony Shell	1	\$ 10,000.00	20%	\$ 12,000.00

Miscellaneous Items	\$ 103,747.20
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Minor Repairs

Sealing of HVAC Unit	1	\$ 2,500.00	20%	\$ 3,000.00
Fix electrical outlet in box office	1	\$ 500.00	20%	\$ 600.00
Repair light fixture at will call	1	\$ 1,000.00	20%	\$ 1,200.00
New carpet in dressing rooms	844	\$ 12.00	20%	\$ 12,153.60
Repair leaking hose bib	1	\$ 1,200.00	20%	\$ 1,440.00
Curtain dividers at Mezzanine Level	844	\$ 12.00	20%	\$ 12,153.60
Wood Flooring in Green Room	1	\$ 60,000.00	20%	\$ 72,000.00
Replace Ceiling Tiles	1	\$ 1,000.00	20%	\$ 1,200.00

Subtotal: Materials and Labor Estimate \$ **1,728,828.00**

Contractor's General Conditions at 10% \$ **172,882.80**

Contractor Tax at 3.5% \$ **60,508.98**

Construction Cost Estimate	\$ 1,962,219.78
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Design and Service Fees	
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CDFL (Architecture/Engineering) - AIA C+ Fee \$ 118,000.00

Total Estimated Project Cost (Today)	\$ 2,080,219.78
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AIA® Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Friends of Thalia Mara Hall
Community Foundation of Mississippi

and the Architect:
(Name, legal status, address and other information)

Cooke Douglass Farr Lemons Architects + Engineers PA
3221 Old Canton Road, Suite 200
Jackson, Mississippi 39216
Telephone: 601-366.3110

for the following Project:
(Name, location and detailed description)

Renovations and Additions to Thalia Mara Hall in Support of the City of Jackson

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Conceptual Design for future Additions to Thalia Mara Hall for ADA and Circulation Enhancement. Renovations Repairs for the Halls Enhancements through Design Development.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Conceptual Design for Expansion - Fixed Fee \$20,000.00

Design Development Documentation for Enhancement and Repair - Fixed Fee \$32,000.00

The Owner shall pay the Architect an initial payment of zero dollars (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus zero percent (0.00 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid 30 (thirty) days after the invoice date shall bear interest from the date payment is due at the rate of 4 percent (4 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond thirty-six (36) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

The City of Jackson through the Community Foundation will be providing for Construction Documents and Construction Period Services.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Chris Myers, AIA, Principal

(Printed name, title, and license number, if required)

Init.

COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA
2021 Hourly Billing Rates

Senior Principal	\$260.
Principal	235.
Associate A/E	150.
Senior Designer	150.
Architect	135.
Engineer	135.
Accountant	120.
Landscape Architect	105.
Construction Administration	95.
Interior Designer	95.
Senior Technical Specialist	95.
Intern Architect	85.
Engineer-In-Training	85.
Technical Specialist	80.
Intern Landscape Architect	80.
Senior Administrative	80.
Sustainability Coordinator	75.
Graphics	75.
Administrative	65.



cdfl.com
601.366.3110
3221 Old Canton Road
Suite 200
Jackson, MS
39216

Additional Services or Hourly Services: Services of professional consultants at a multiple of 1.2 times the amount billed to CDFL for such services.

Reimbursable Services at a multiple of 1.1 times the expense incurred, including: travel, reproductions, and postage and handling of documents.

CDFL


Department of Human & Cultural Services



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

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Adriane Dorsey-Kidd 
Department of Human and Cultural Services

Date: November 14, 2022

Subject: Agenda Item for CDFL for TMH Renovations

Attached you will find an agenda item for architectural design services for the renovation of the Thalia Mara Hall ahead of the USA IBC. These services will accompany the Schematic Design and Design Development phases that were commissioned by the Friends of Thalia Mara Hall fund the Community Foundation for Mississippi.

The project cost for the scope of work proposed is \$90,000.00. This will be payable from the \$2,000,000.00 given to the City of Jackson from the Department of Finance and Administration via HB1353 of the 2022 Legislative Session.

Please free to contact David Lewis at 601-960-1573 with any questions or clarifications you may have.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET Nov 14, 2022

DATE

POINTS	COMMENTS
<p>1. Brief Description</p>	<p>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA TO COMPLETE ARCHITECTURAL DESIGN SERVICES FOR RENOVATION WORK AT THALIA MARA HALL FOR THE CITY OF JACKSON, MISSISSIPPI.</p>
<p>2. Public Policy Initiative</p> <ul style="list-style-type: none"> 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 	<p>1, 5, 7</p>
<p>3. Who will be affected</p>	<p>Citizens who visit Thalia Mara Hall and patrons for USA IBC</p>
<p>4. Benefits</p>	<p>The work for this renovation will address much needed upgrades to covered walkways to ADA seating, stage rigging, sound equipment, exterior fountains, wayfinding signage, exterior lighting, and more.</p>
<p>5. Schedule (beginning date)</p>	<p>Most of the work is intended to be completed by June 1, 2023 ahead of the USA IBC. But could extend beyond that. Work will begin as soon as contract is approved by Council.</p>
<p>6. Location:</p> <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	<p>Ward 7</p> <p>Yes</p>

7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human and Cultural Services And Cooke Douglass Farr Lemons Architects + Engineers PA
8.	COST	\$90,000.00
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund Account Number being set up by Carmen R. Jones
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A AABE _____ % WAIVER yes ___ no ___ N/A WBE _____ % WAIVER yes ___ no ___ N/A HBE _____ % WAIVER yes ___ no ___ N/A NABE _____ % WAIVER yes ___ no ___ N/A

ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO THE GREATER JACKSON ARTS COUNCIL FOR THE PURPOSE OF SUPPORTING THE DEVELOPMENT, PROMOTION, AND COORDINATION OF THE ARTS AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE NON-PROFIT CORPORATION.

OFFICE OF THE CITY ATTORNEY
11/22/22
K. C. CANNON

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, the governing authorities of any municipality to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services program; and

WHEREAS, the Greater Jackson Arts Council, a nonprofit corporation with its principal office at 201 East Pascagoula, Suite 103, Jackson, Mississippi 39201, has provided to the City a budget in the amount of \$1,106,800.00 for the fiscal year 2023; and

WHEREAS, the Greater Jackson Arts Council has requested that the City of Jackson contribute \$105,000.00 to support its efforts to provide arts advocacy for established art organizations, as well as provide programming to under-served communities and special initiatives that deal with social issues, including but not limited to, healthcare, child development, homelessness, and arts programming for senior citizens; and

WHEREAS, the funds will be used to provide services to Jackson Public School scholars, scholars in Hinds County, Mississippi, neighborhood associations, artist organizations, and emerging artists; and

WHEREAS, the City of Jackson will reimburse the agency based upon its expenditures and upon receipt of documentation establishing its expenditures during the period October 1, 2022, through September 30, 2023, and the availability of matching funds; and

Agenda No. 17
11.22.2022
(Kidd, Lumumba)

WHEREAS, the Department of Human and Cultural Services recommends that the Jackson City Council authorize the Mayor to execute a Memorandum of Understanding with the Greater Jackson Arts Council containing the following substantive provisions:

1. The Agency shall provide arts advocacy for established art organizations, as well as provide programming to under-served communities and special initiatives that deal with social issues, including but not limited to, healthcare, child development, homelessness, and arts programming for senior citizens.
2. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
3. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
4. The City shall pay One Hundred Five Thousand Dollars (\$105,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein. Reimbursement requests shall be submitted on a quarterly basis and payment by the City shall be made within forty-five (45) days after receiving from the Agency written documentation evidencing amounts expended, income received, the availability of matching funds, and a report of its activities during the quarter. Final requests for reimbursement must be made by the Agency no later than September 5, 2023, as the allocations are applicable only for the City's 2022 – 2023 fiscal year, i.e., ending September 30, 2023.
5. The parties agree that the Agency has provided to the City a budget for its 2022 – 2023 fiscal year. Revisions in the Agency's budget line items shall require prior written approval of the City's Director of the Department of Human and Cultural Services.
6. This MOU shall commence upon execution and end on September 30, 2023.
7. The Agency 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, monthly bank statements showing all 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.

8. The City or its authorized representatives shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
9. The Agency must maintain a written inventory of any and all property purchased or leased with the City's funds. Title to any and all property purchased by the Agency, including equitable title or residual interest to leased or rental property, the cost of which is reimbursed by the City, shall at the time of reimbursement pass to and vest in the City. The Agency shall relinquish to the City any and all such property upon termination or expiration of this MOU or upon thirty (30) days notice from the City.
10. The Agency will not discriminate on the basis of race, color, age, sex, religion, national origin, or handicap.
11. The parties agree that the City's contributions under this agreement 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.
12. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. The Agency agrees to indemnify and save harmless the City, its officers, and employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out of the performance of this MOU.
15. The parties agree that the provisions of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The parties agree that this MOU may not be modified except upon written consent and agreement of the parties.

18. The parties agree that any and all remedies available at law and or in equity may be asserted by the City in the event of default or breach and shall not be waived.

WHEREAS, it is in the best interest of the City of Jackson to support the agency's efforts and award the funds sought.

IT IS HEREBY ORDERED that funds in the amount of \$105,000.00 shall be awarded to the Greater Jackson Arts Council, and issued based on the Greater Jackson Arts Council's ability to demonstrate the availability of matching funds.

IT IS FURTHER HEREBY ORDERED that the Mayor is authorized to execute a Memorandum of Understanding with the Greater Jackson Arts Council for the award of matching funds, as well as any and all documents related thereto for the development, promotion, and coordination of the arts in the municipality and the support of social and community services program.

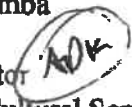
CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/27/22
DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	The Greater Jackson Arts Council is being awarded matching funds pursuant to Section 39-15-1 of the Mississippi Code to promote and develop arts in the municipality.			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life			
3.	Who will be affected	Citizens in the city of Jackson.			
4.	Benefits	Various arts programming will be promoted within the municipality and emerging artists will be afforded an opportunity to share and express artistic works.			
5.	Schedule (beginning date)	October 1, 2022			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Citywide			
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Human and Cultural Services			
8.	COST	\$105,000.00			
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Account Number 1 433006742			
10.	EBO participation	ABE _____ %	WAIVER	yes ___ no ___	N/A _____
		AABE _____ %	WAIVER	yes ___ no ___	N/A _____
		WBE _____ %	WAIVER	yes ___ no ___	N/A _____
		HBE _____ %	WAIVER	yes ___ no ___	N/A _____
		NABE _____ %	WAIVER	yes ___ no ___	N/A _____

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Adriane Dorsey-Kidd, Director 
Department of Human and Cultural Services

DATE: October 27, 2022

SUBJECT: Cultural Services Award to Greater Jackson Arts Council

This order authorizes the City of Jackson, Mississippi to execute an agreement with the Greater Jackson Arts Council related to the contribution of matching funds to promote the development of the arts in the City of Jackson.

The Greater Jackson Arts Council's funding relationship with the City is tantamount to its survival. The matching funds in the amount of \$105,000.00 have been budgeted in the Department of Human and Cultural Services' Special Programs category.

AK/ab

Enclosures

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
11/16/22 A.M.

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO THE GREATER JACKSON ARTS COUNCIL FOR THE PURPOSE OF SUPPORTING THE DEVELOPMENT, PROMOTION, AND COORDINATION OF THE ARTS AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE NON-PROFIT CORPORATION is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney A.M.

11/16/22

Date

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is entered into by and between the **City of Jackson, Mississippi**, a municipal corporation, hereinafter referred to as the "City" and **Greater Jackson Arts Council**, a nonprofit organization, with its principal place of business at 201 East Pascagoula Street, Suite 103 Jackson, MS 39201, hereinafter referred to as the "Agency."

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, the governing authorities of any municipality to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services program; and

WHEREAS, the Jackson City Council authorized the payment of matching funds in the amount of \$105,000 to the Agency; and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and the Agency agree as follows:

1. The Agency shall provide arts advocacy for established art organizations, as well as provide programming to under-served communities and special initiatives that deal with social issues, including but not limited to, healthcare, child development, homelessness, and arts programming for senior citizens.
2. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
3. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
4. The City shall pay One Hundred Five Thousand Dollars (\$105,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein. Reimbursement requests shall be submitted on a quarterly basis and payment by the City shall be made within forty-five (45) days after receiving from the

Agency written documentation evidencing amounts expended, income received, the availability of matching funds, and a report of its activities during the quarter. Final requests for reimbursement must be made by the Agency no later than September 5, 2023, as the allocations are applicable only for the City's 2022 – 2023 fiscal year, i.e., ending September 30, 2023.

5. The parties agree that the Agency has provided to the City a budget for its 2022 – 2023 fiscal year. Revisions in the Agency's budget line items shall require prior written approval of the City's Director of the Department of Human and Cultural Services.
6. This MOU shall commence upon execution and end on September 30, 2023.
7. The Agency 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, monthly bank statements showing all 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.
8. The City or its authorized representatives shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
9. The Agency must maintain a written inventory of any and all property purchased or leased with the City's funds. Title to any and all property purchased by the Agency, including equitable title or residual interest to leased or rental property, the cost of which is reimbursed by the City, shall at the time of reimbursement pass to and vest in the City. The Agency shall relinquish to the City any and all such property upon termination or expiration of this MOU or upon thirty (30) days notice from the City.
10. The Agency will not discriminate on the basis of race, color, age, sex, religion, national origin, or handicap.
11. The parties agree that the City's contributions under this agreement 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.
12. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.

14. The Agency agrees to indemnify and save harmless the City, its officers, and employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out of the performance of this MOU.
15. The parties agree that the provisions of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The parties agree that this MOU may not be modified except upon written consent and agreement of the parties.
18. The parties agree that any and all remedies available at law and or in equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this MOU is executed by the parties hereto on this the _____ day of _____, 2022.

CITY OF JACKSON

ATTEST:

BY: _____
Chowe Antar Lumumba, Mayor

City Clerk
(Seal)

ATTEST:

GREATER JACKSON ARTS COUNCIL

(Seal)

BY: _____
Silbrina Wright, Executive Director



October 26, 2022

**Dr. Adriane Dorsey-Kidd
Department of Human & Cultural Services
City of Jackson
1000 Metrocenter
Jackson, MS 39209**

Dear Dr. Kidd,

The City of Jackson and the Department of Human and Cultural Services consistently show their support for GJAC each year.

Since the arts and culture sectors throughout the country have also been hit hard by change and budget cutbacks, GJAC is reaching out to national organizations in an effort to connect the dots and find long-term support for the Art world here in Jackson and Mississippi beyond.

This year, we are strengthening our ties to our existing donors and increasing the scope of our work across the state.

Our request for fiscal year 2023 financing is included. I'm eager to meet with you and the rest of the team to discuss ways to improve our leverage and steady the progress of this new and better work of GJAC contribution to the Art Sector here in the state.

Sincerely,

Silbrina S. Wright

**Silbrina S. Wright
Executive Director, GJAC**

**201 East Pascagoula, Suite 103 Jackson, MS 39201
silbrina@greaterjacksonartscouncil.com
601-690-1557**



201 East Pascagoula, Suite 103
Jackson, MS 39201
silbrina@greaterjacksonartscouncil.com
601-690-1557

Invoice

Submitted on 10/26/2022

Invoice for
City of Jackson
Human & Cultural Services
1000 MetroCenter
Jackson, MS 39209

Payable to
Greater Jackson Arts Council

Project
Annual Contract
Stipend

Invoice #
1-FY2023

Due Date
On Receipt

Description
Annual Contract Stipend for
Official Local Arts Council

\$105,000.00

Subtotal \$105,000.00

\$105,000.00



FY23 OPERATIONAL BUDGET (Internal)

INCOME	AMOUNT
ARTS CENTER OF MISSISSIPPI	
Facility Rentals/Security Fees	TBA
 CORPORATE/DONOR SUPPORT	
Angels of the Arts	(\$ 20,000.00) (\$
Board of Directors Dues	3,000.00)
 GOVERNMENTAL GRANTS	
City of Jackson	(\$ 105,000.00)
Hinds County Supervisors	(\$ 11,000.00) (\$
Visit Jackson Grant Partnership	25,000.00) (\$
Mississippi Arts Commission	32,000.00) (\$
National Endowment for the Arts	50,000.00) (\$
Surdna Foundation	400,000.00) (\$
JPSD	430,000.00)
 FOOD SECURITY RESPONSE WORK	
Southern Poverty Law Center	(\$ 15,000.00) (\$
Feed America	10,000.00) (\$
Rotary Club of Jackson	800.00) (\$
Visit Jackson	5,000.00)
 TOTAL INCOME	 (\$ 1,186,800.00)
 EXPENSES	
ARTS CENTER OF MISSISSIPPI	(\$ 10,500.00) (\$
Curatorial/Security	5,000.00) (\$
Venue Maintenance	2,300.00)
Security Monitoring	
GJAC GENERAL ADMIN & STAFFING	
Accounting/Legal Fees	(\$ 4,500.00) (\$
Banking Fees/Interest	4,200.00) (\$
Board Development	1,500.00) (\$
Fundraising	1,500.00) (\$
Insurance (D&O & Liability)	4,500.00) (\$
Office Equipment	4,500.00) (\$
Office Supplies	1,000.00) (\$
Postage/Delivery	500.00) (\$
Printing/Copying	2,300.00) (\$
Professional Memberships	500.00) (\$
Salaries/Taxes/Artist Stipend	210,000.00) (\$
Health Insurance	27,000.00) (\$
Telephone/Internet/Web/IT	7,000.00)
 CULTURE GRANTS	
Current Year Outlay	(\$ 65,000.00)
 ARTIST STIPENDS	
HIPOC Artist Surdna Foundation	(\$ 300,000.00)
 FOOD SECURITY RESPONSE WORK	
Holiday Drive	(\$ 30,000.00)
 MARKETING	
Cultural Advocacy/Awareness	(\$ 25,000.00)
 ARTS INFUSION	
After School Programming	(\$ 400,000.00)
 TOTAL EXPENSES	 (\$ 1,186,800.00)

ORDER ACCEPTING THE DONATION OF FUNDS IN THE AMOUNT OF NINE THOUSAND DOLLARS (\$9,000.00) FROM THE STEVEN JAMES FOUNDATION INC., FOR THE SPECIFIC PURPOSE OF PROVIDING A FIRE WORK EXHIBITION NEAR 105 EAST PASCAGOULA STREET ON SATURDAY, DECEMBER 31, 2022 FOR A NEW YEAR'S EVE CELEBRATION (HARRIS, LUMUMBA)

REC'D
THE ATTORNEY

WHEREAS, in Opinion Number 2010-00022 addressed to Jason Herring, the Mississippi Attorney General stated that municipal governing authorities have the authority to accept the donation of funds for specifically designated purposes; and

WHEREAS, the Steven James Foundation Inc., has indicated that it is willing to donate to the City of Jackson monies in the amount of Nine Thousand Dollars (\$9,000.00) to be used for the specific purpose of providing a Fire Work Exhibition for New Year's Eve; and

WHEREAS, the Steven James Foundation Inc., is a non-profit corporation in good standing according to information appearing in the online data base of the Mississippi Secretary of State; and

WHEREAS, the Steven James Foundation, Inc., was incorporated by Steven James of 521 Newbury Drive, Madison, Mississippi and has as its stated purpose administration of human resource programs except education, public health, and veteran affairs; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the donation from the Steven James Foundation Inc., ; and

IT IS, THEREFORE ORDERED, that the donation of monies in the amount of Nine-Thousand Dollars (\$9,000.00) from Steven James Foundation Inc., shall be accepted.

IT IS, THEREFORE ORDERED, that the monies donated from Steven James Foundation Inc., shall be used for the specific purpose of providing a fireworks exhibition for the New Year's Eve celebration on Saturday, December 31, 2022 near 105 East Pascagoula Street.

Agenda No. 18
11.22.2022
(Harris, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: November 10, 2022

	POINTS		COMMENTS																																								
1.	Brief Description		This Order accepts a donation of \$9,000.00 from the Steven James Foundation, Inc. for the specific purpose of providing a fireworks exhibition on December 31, 2022																																								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life		Quality of Life																																								
3.	Who will be affected		Citizens of Jackson																																								
4.	Benefits		Provides citizens the opportunity to view and enjoy safe fireworks display production.																																								
5.	Schedule (beginning date)		Upon Council Approval																																								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable		Ward 1																																								
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>		Department of Parks & Recreation																																								
8.	COST		N/A																																								
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>		N/A																																								
10.	EBO participation		<table style="width: 100%; border-collapse: collapse;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</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>___ 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>___ 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>___ 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>___ 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>																																				

Parks & Recreation Department
1000 Metro Center, Suite 104
Jackson, MS 39209-7503
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

TO: Mayor Chokwe Antar Lumumba
FROM: Ison B. Harris, Jr., Director
Department of Parks & Recreation
DATE: November 10, 2022
SUBJECT: STEVEN JAMES FOUNDATION
DONATION FOR FIRE WORKS EXHIBITION --
NEW YEAR'S EVE

This Order accepts a donation in the amount of \$9,000.00 from the Steven James Foundation, Inc. for the specific purpose of providing a fireworks display on December 31, 2022 next to the Jackson Convention Complex, located at 105 East Pascagoula Street, Jackson, Mississippi, on Saturday, December 31, 2022.

The Department believes executing this agreement is in the best interest of the City and Department, and recommends this Order be approved.

IBHjr/sa

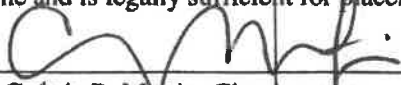
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1798
Facsimile: (601) 960-1756


OF THE CITY ATTORNEY
11/16/22

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING DONATION OF FUNDS IN THE AMOUNT OF NINE THOUSAND DOLLARS (\$9,000.00) FROM THE STEVEN JAMES FOUNDATION INC.**, has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, City Attorney



Carrie Johnson, Deputy City Attorney

11/16/22

Date

11/14/2022

Date

ICE OF THE CITY ATTORNEY
11/22/2022

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT BETWEEN THE CITY OF JACKSON AND STEWPOT COMMUNITY, INC. FOR THE USE OF 2021 EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM FUNDS IN THE JACKSON METROPOLITAN STATISTICAL AREA(MSA) FOR A TOTAL OF \$147,675.00 FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR ELIGIBLE ACTIVITIES RELATED TO RAPID RE-HOUSING, HOMELESSNESS PREVENTION, STREET OUTREACH, AND EMERGENCY SHELTER. (ALL WARDS).

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

WHEREAS, on May 13, 2021 HUD notified the City of Jackson of its 2021 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low-and moderate-income persons and special needs populations across the country; and

WHEREAS, by Order entered on August 3, 2021, recorded in Minute Book 6T, Pages 378-379, the governing authorities authorized the Mayor to submit to the U.S. Department Of Housing and Urban Development The City Of Jackson's 2021 One-Year Annual Action Plan Of the 2020-2024 Consolidated Plan in the amount of \$4,282,141.00; and

WHEREAS, on June 23, 2021, June 24, 2021, June 30, 2021, and July 1, 2021, the Office of Housing and Community Development advertised in five (5) local newspapers a Request For Proposal (RFP) notifying interested Applicants of funds available from the U.S. Department of Housing and Urban Development (HUD) for the following grants: Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons With AIDS (HOPWA); and

WHEREAS, a total twenty (20) Community Development Block Grant (CDBG) proposals were submitted, three (3) Emergency Solutions Grant (ESG) proposals, and one (1) Housing Opportunities for Persons With AIDS (HOPWA) proposal were submitted electronically by the deadline of 5:00 p.m. on August 13, 2021; and

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

WHEREAS, the Office of Housing and Community Development recommends entering into a contract with Stewpot Community Services, Inc. to provide Rapid Re-Housing, Homelessness Prevention, Emergency Shelter, and Street Outreach services to eligible ESG residents in the City of Jackson; and

WHEREAS, the contracts shall be effective October 15, 2022 – October 31, 2023 and shall authorize the expenditure of \$147,675.00 from ESG funds.

Agenda No. 19
11.22.2022
(Dotson, Lumumba)

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute contracts with Stewpot Community Services, Inc. to provide Rapid Re-Housing, Homelessness Prevention, Emergency Shelter, and Street Outreach services to eligible ESG residents in the City of Jackson, and to execute all other required forms and contractual documents related to this award.

Item#: _____
Agenda Date: _____
By: (Dotson, Lumumba)

**OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT**

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor
FROM: Chloe Dotson, Interim Director
Department of Planning and Development
DATE: September 29, 2022
RE: Agenda Item for November 22, 2022 City Council Meeting

The attached agenda item authorizes the Mayor to execute a contract with Stewpot Community Services, Inc. to provide Rapid Re-Housing, Homelessness Prevention, Emergency Shelter, and Street Outreach services to eligible ESG residents in the City of Jackson utilizing 2021 HUD funding.

The contracts shall be effective October 15, 2022 – October 31, 2023 in the amount of \$147,675.00.

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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/22/2022

DATE

POINTS	COMMENTS																														
1. Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT BETWEEN THE CITY OF JACKSON AND STEWPOT COMMUNITY, INC. FOR THE USE OF 2021 EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM FUNDS IN THE JACKSON METROPOLITAN STATISTICAL AREA(MSA) FOR A TOTAL OF \$147,675.00 FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR ELIGIBLE ACTIVITIES RELATED TO RAPID RE-HOUSING, HOMELESSNESS PREVENTION, STREET OUTREACH, AND EMERGENCY SHELTER. (ALL WARDS).																														
2. Public Policy Initiative: Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life																														
3. Who will be affected	HOPWA eligible low income persons and their families living in the Jackson MSA																														
4. Benefits	To provide HOPWA eligible services																														
5. Schedule (beginning date)	October 15, 2022																														
6. Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Jackson MSA - All Wards (Hinds, Rankin, Madison, Simpson, and Copiah)																														
7. Action implemented by: City Department X Consultant	Department of Planning & Development																														
8. COST	\$147,675.00																														
9. Source of Funding: General Fund Grant X Bond Other	2021 ESG Funds																														
EBO participation	<table border="0"> <tr> <td>ABE</td> <td>___%</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>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 ___
ABE	___%	WAIVER	yes ___	no ___	N/A ___																										
AABE	___%	WAIVER	yes ___	no ___	N/A ___																										
WBE	___%	WAIVER	yes ___	no ___	N/A ___																										
HBE	___%	WAIVER	yes ___	no ___	N/A ___																										
NABE	___%	WAIVER	yes ___	no ___	N/A ___																										

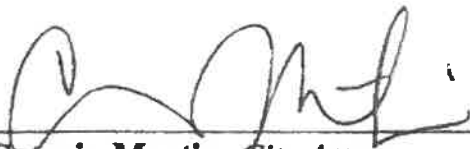
Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-4956

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
KRM
11/16/22

This ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT BETWEEN THE CITY OF JACKSON AND STEWPOT COMMUNITY, INC. FOR THE USE OF 2021 EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM FUNDS IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA) FOR A TOTAL OF \$147,675.00 FROM THE DEPARTMENT OF HOUSING AND URRBAN DEVELOPMENT (HUD) FOR ELIGIBLE ACTIVITIES RELATED TO RAPID RE-HOUSING, HOMELESSNESS PREVENTION, STREET OUTREACH, AND EMERGENCY SHELTER is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Kristie Metcalfe, Deputy City Attorney 

11/16/22

Date

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 TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON IN THE AMOUNT OF \$3,487.28 FOR RAPID RE-HOUSING (ALL WARDS)

WHEREAS, the Coronavirus Aid Relief, and Economic Security Act ("CARES Act") (Public Law 116-136) was enacted on March 27, 2020 in response to the Coronavirus (COVID-19) Pandemic; and

WHEREAS, the Waivers and Alternative Requirements for the Emergency Solutions Grant (ESG) Program under the CARES ACT provides various flexibilities and authority for HUD to issue waivers and alternative requirements to make it easier for ESG grantees to use ESG-CV grant funds and annual ESG grant funds for coronavirus response; and

WHEREAS, HUD allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

WHEREAS, on June 9, 2020 the Office of Housing and Community Development was notified of additional supplemental funding of one million four hundred forty-four thousand five hundred fifty-two dollars (\$1,444,552.00) in Emergency Solutions Grants ESG CARES Act Round 2 funding; and

WHEREAS, HUD has extended the ESG-CV expenditure deadline to September 30, 2023, per ESG-CV Requirements Summary: Notices CPD-22-06 and 21-08; and

WHEREAS, the Office of Housing and Community Development has determined that a balance of \$3,487.28 remains unexpended from funding allocated to be expended on activities related to preventing, preparing for, and responding to COVID-19; and

WHEREAS, either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination; and

WHEREAS, the Office of Housing and Community Development recommends that the Mayor be authorized to execute a contract and related documents with Stewpot Community Services, Inc. to expend \$3,487.28 of ESG CARES Act funds on Rapid Re-Housing of the Homeless population; and

WHEREAS, ESG funds shall be expended in strict accordance with SUBRECIPIENT's Exhibit "A" and hereinafter referred to as the "Scope of Services";

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the contract and related documents with Stewpot Community Services, Inc. to expend ESG CARES Act funds in an amount not to exceed \$3,487.28 for Emergency Shelter activities to prepare, prevent and respond to the Coronavirus in the City of Jackson beginning October 15, 2022 and ending September 30, 2023.

Agenda No. 20
11.22.2022
(Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/22/22
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	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 TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON IN THE AMOUNT OF \$3,487,28 FOR RAPID REHOUSING (ALL WARDS)
2.	Public Policy Initiative: Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	Who will be affected	Provide services for low/moderate income persons and homeless persons
4.	Benefits	To prepare, prevent and respond to the Coronavirus in the City of Jackson
5.	Schedule (beginning date)	Upon approval
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide – All Wards
7.	Action implemented by: City Department <input checked="" type="checkbox"/> Consultant	Department of Planning & Development
8.	COST	not to exceed three thousand four hundred eighty-seven dollars and twenty-eight cents (3,487.28)
9.	Source of Funding: General Fund Grant <input checked="" type="checkbox"/> Bond Other	2020 ESG CARES Act
	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A ___ AABE ___% WAIVER yes ___ no ___ N/A ___ WBE ___% WAIVER yes ___ no ___ N/A ___ HBE ___% WAIVER yes ___ no ___ N/A ___ NABE ___% WAIVER yes ___ no ___ N/A ___

**OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT**

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor

FROM: Chloe Dotson, Interim Director
Planning and Development

DATE: September 21, 2022

RE: Agenda Item for November 22, 2022 City Council Meeting

The attached agenda item authorizes the Mayor to execute a contract with Stewpot Community Services, Inc to expend the Emergency Solutions Grant Program ESG CARES Act funding in preparing, preventing and responding to the Coronavirus to residents of the City of Jackson.

Eligible activities related to the ESG CARES Act Funding include: Emergency Shelter, Rapid Rehousing, Street Outreach, Homelessness Prevention, and Homeless Management Information System (HMIS).

The contract will cover costs of services beginning October 15, 2022 through September 30, 2023 in an amount not to exceed \$3,487.28.

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

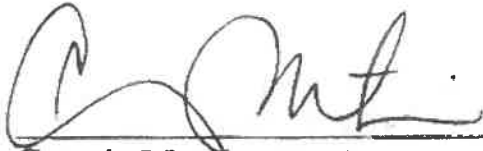
Office of the City Attorney

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Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
RAV
11/16/22

This 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 TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON IN THE AMOUNT OF \$3,487.28 FOR RAPID RE-HOUSING is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney RM

11/16/22
Date

OFFICE OF THE CITY ATTORNEY
11/15/22

ORDER AMENDING THE DECEMBER 7, 2021 ORDER WHICH AUTHORIZED THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS IN THE CITY OF JACKSON AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE CONTRACT TERM TO DECEMBER 31, 2023.

WHEREAS, by Order entered on December 7, 2021, recorded in Minute Book 6U, Pages 234-235, the City Council authorized the Mayor to execute the contract and related documents with Stewpot Community Services, Inc., to expend funds under the Community Development Block Grant (CDBG-CV) to prepare, prevent, and respond to COVID-19 in the City of Jackson; and

WHEREAS, pursuant to the contract, Stewpot Community Services, Inc. agreed to assist the City by utilizing such funds to provide Temporary Emergency Shelter to citizens in the City of Jackson who are homeless at a program cost not to exceed \$336,000.00 for a term beginning December 1, 2021 and ending November 30, 2022; and

WHEREAS, during the term of the contract, Stewpot Community Services, Inc. has expended \$254,981.41 to assist people without permanent housing by providing them temporary shelter, helping them locate stable housing, and providing other supportive services; and

WHEREAS, on November 30, 2021, the City received notification that it had been awarded supplemental CDBG-CV funds in the amount of \$2,568,508.00; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development, recommends that the Mayor be authorized to execute an amended contract and related documents to:

- (1) Extend the contract term from December 1, 2022 to December 31, 2023,
- (2) Authorize Stewpot Community Services, Inc. to expend additional funding from the supplemental CDBG-CV funds in the amount of \$228,000.00, and
- (3) Authorize Stewpot Community Services, Inc. to expend the \$81,018.59 remaining from the December 7, 2021 contract; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an amended contract and related documents with Stewpot Community Services, Inc. to expend CDBG-CV funds in amount not to exceed \$309,018.59 for reimbursable eligible expenses pursuant to the 2020 CDBG CARES Act guidelines in the City of Jackson beginning December 1, 2022 and ending December 31, 2023.

Agenda No. 21
11.22.2022
(Dotson, Lumumba)

**OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT**

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor

FROM: Chloe Dotson, Interim Director
Planning and Development

DATE: September 22, 2022

RE: Agenda Item for November 8, 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 prepare, prevent, and respond to the Coronavirus for Community Development Block Grant (CDBG) in the City of Jackson.

The City of Jackson agrees to reimburse Stewpot Community Services, Inc. for eligible expenses only related to Temporary Emergency Shelter services for the citizens of Jackson, MS.

The contract will cover costs of services through December 31, 2023 in an amount not to exceed \$309,018.59.

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

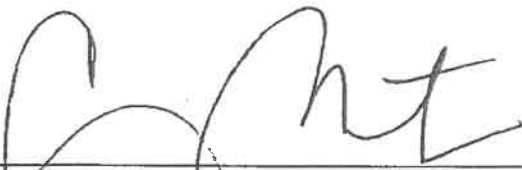
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-9666

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
11/15/22

This ORDER AMENDING THE DECEMBER 7, 2021 ORDER WHICH AUTHORIZED THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS IN THE CITY OF JACKSON AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE CONTRACT TERM TO DECEMBER 31, 2023 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



11/16/22

Date

OFFICE OF THE CITY ATTORNEY
11-28-2022

ORDER ACCEPTING THE BID AND ADDITIVE ALTERNATE OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE O.B. CURTIS WATER TREATMENT PLANT CONVENTIONAL FILTER REHABILITATION PROJECT PHASE 1, DWI L250008-03, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY

WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the O.B. Curtis Water Treatment Plant Conventional Filter Rehabilitation Project Phase 1; and

WHEREAS, two bids were submitted to the Municipal Clerk on October 4, 2022; and

WHEREAS, the base bid of Hemphill Construction Company, Inc. in the amount of \$6,269,568.00 was the lowest base bid received; and

WHEREAS, Hemphill Construction Company, Inc., submitted a bid for the additive alternate in the amount of \$1,772,155.00; and

WHEREAS, the base bid and the additive alternate of Hemphill Construction Company, Inc. in the amount of \$8,041,723.00 was the lowest bid received for the combined base bid and additive alternate, and was within the Engineer's Construction Estimate of \$9,000,000.00; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the base bid of Hemphill Construction Company, Inc. in the amount of \$6,269,568.00 and the additive alternate bid in the amount of \$1,772,155.00 for the O.B. Curtis Water Treatment Plant Conventional Filter Rehabilitation Project Phase 1 to be the lowest and best bid.

WHEREAS, during the life of the project, it will be necessary for the Mayor to execute various no-cost documents as part of the administration and construction of the project.

IT IS, THEREFORE, ORDERED that the base bid of Hemphill Construction Company, Inc. for the construction of the O.B. Curtis Water Treatment Plant Conventional Filter Rehabilitation Project Phase 1, DWI L250008-03, in the amount of \$6,269,568.00 and the additive alternate bid in the amount of \$1,772,155.00 are accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Mayor is authorized to execute and the Municipal Clerk is authorized to attest a contract in the total amount of \$8,041,723.00 with Hemphill Construction Company, Inc. for the construction of the O.B. Curtis Water Treatment Plant Conventional Filter Rehabilitation Project Phase 1.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all no-cost item documents necessary for the administration and construction of O.B. Curtis Water Treatment

Agenda No. 22
11.22.2022
(Hillman, Lumumba)

Plant Conventional Filter Rehabilitation Project Phase 1 and to submit the same to various oversight agencies as needed.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 17, 2022

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	Order authorizing the Mayor to execute a construction contract with Hemphill for the O.B. Curtis Water Treatment Plant Conventional Filter Rehabilitation Project Phase 1
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	All residents and businesses that use the surface water system
4.	Benefits	Filter rehabilitation at O.B. Curtis Water Treatment Plant
5.	Schedule (beginning date)	Upon Council approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	O.B. Curtis Water Treatment Plant
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> ▪	City of Jackson, Department of Public Works, Engineering Division
8.	COST	\$8,041,723.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Drinking Water Loan DWI L 250008-03
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Jordan Hillman
Interim Director
Date: November 9, 2022
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with \$8,041,723.00, for the O.B. Curtis Water Treatment Plant Conventional Filter Rehabilitation Project Phase 1.

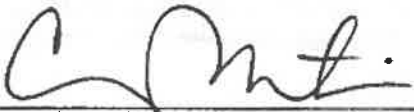
This project, funded through a state drinking water loan, will rehabilitate conventional filters 4 and 5 and replace a drain line from the sedimentation basins to the equalization basins at O.B. Curtis Water Treatment Plant. The project included an additive alternative to replace the end-of-life UV filter equipment on all conventional filters. The lower of two bids plus additive alternative received was from Hemphill Construction Company, Inc. in the amount of \$8,041,723.00. It is the recommendation of Public Works that the bid and additive alternative be accepted in order for work to commence as soon as possible. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 479
Jackson, Mississippi 39207-0479
Telephone: (601) 960-1795
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID AND ADDITIVE ALTERNATE OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE O.B. CURTIS WATER TREATMENT PLANT CONVENTIONAL FILTER REHABILITATION PROJECT PHASE 1, DWI L250008-03, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

11/18/22

DATE



October 6, 2022
Cornerstone Engineering Project No. 22-01

City of Jackson
Attn: Robert Lee, City Engineer
Department of Public Works
200 South President Street
Jackson, MS 39201

REFERENCE: **BID EVALUATION**
PROPOSED OB CURTIS WATER TREATMENT PLANT CONVENTIONAL
FILTER REHABILITATION PROJECT – PHASE 1
CITY OF JACKSON

Dear Mr. Lee:

As you are aware, on October 4, 2022, two (2) bids were received and opened for the above-referenced project. The original proposals were retained by the city for filing and a copy was given to our firm for checking. We have evaluated the bids and below are our findings.

The apparent lowest bid was received in the amount of \$6,269,568 from Hemphill Construction, which was their base bid. An alternate additive bid was also received from Hemphill Construction in the amount of \$1,772,155. Their combined base bid and additive alternate bid total is **\$8,041,723**. There were no errors were found in Hemphill's bid tabulation. Hemphill Construction had a MBE/FBE participation of 1.29% as noted in their bid. Delta Constructors, Inc. was the second lowest bidder with the amount of \$6,530,465, which was their base bid. An alternate additive bid was also received from Delta Constructors, Inc. in the amount of \$3,936,000. Their combined base bid and additive alternate bid total is **\$10,466,465**.

Our engineer's budget estimate for the project was \$9,000,000 for the construction budget. Therefore, the project is within our budget estimate.

The final official bid tabulation is included in Attachment A. Please let us know of the City Council's decision at your earliest convenience so we may prepare the contract documents for execution. Please call if you or your staff have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mauricka McKenzie, Sr.', is written over a light blue horizontal line.

Mauricka McKenzie, Sr., P.E., BCEE
Principal Engineer

Cc: Jordan Hillman, Interim Public Works Director
600 E. Northside Drive, Suite A
Clinton, MS 39056
601-473-2403 o

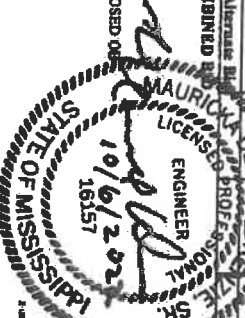
Bid Tabulation
PROPOSED OB CURTIS WATER TREATMENT PLANT CONVENTIONAL FILTERS REHABILITATION PROJECT - PHASE I
 (CONTRACT #4)
 CITY OF JACKSON, MS

Apparent Low Bidder #1
 Hemphill Construction Company, Inc.
 COR# 2449

Apparent Low Bidder #2
 Delta Construction Inc.
 COR# 7487

Item Sched. No.	Item No.	Item Description	Estimated Quantity	Unit Description	Bidder's Original Price	Total Price (Quantity x Subtotal)	Bidder's Original Price	Total Price (Quantity x Subtotal)
Schedule A - Preparation Work in the Filter Plant Pipe Gallery Area								
A	1	Mobilization	1	LS	\$ 317,905.00	\$ 317,905.00	\$ 1,475,000.00	\$ 1,475,000.00
A	2	Perform Epoxy Crack Injection repair to the filter flume concrete wall (near Filter #8)	50	LF	\$ 515.00	\$ 25,750.00	\$ 500.00	\$ 25,000.00
A	3	Remove and Replace all six (6) of the thirty six (36") inch influent butterfly valves and electric actuators	1	LS	\$ 1,330,367.00	\$ 1,330,367.00	\$ 1,415,000.00	\$ 1,415,000.00
A	4	Remove and Replace all six (6) of the thirty six (36") inch backwash butterfly valves and electric actuators	1	LS	\$ 1,263,282.00	\$ 1,263,282.00	\$ 1,257,635.00	\$ 1,257,635.00
A	5	Remove and Replace one (1) 30" backwash water header valve and electric actuator	1	LS	\$ 231,147.00	\$ 231,147.00	\$ 40,000.00	\$ 40,000.00
A	6	Remove and Replace all five (5) of the twenty four (24") inch effluent butterfly valves and electric actuators (All New)	1	LS	\$ 589,820.00	\$ 589,820.00	\$ 135,000.00	\$ 135,000.00
A	7	Remove and Replace one (1) 24" effluent butterfly valve and re-install the existing electric actuator	1	LS	\$ 87,745.00	\$ 87,745.00	\$ 33,000.00	\$ 33,000.00
A	8	Remove and Replace all six (6) of the twenty four (24") manual butterfly valves	1	LS	\$ 352,730.00	\$ 352,730.00	\$ 142,000.00	\$ 142,000.00
A	9	Remove the ex. South two (2) of the UV disinfection units and associated control panels (Filters #4 and #5 only)	1	LS	\$ 932,026.00	\$ 932,026.00	\$ 1,921,000.00	\$ 1,921,000.00
A	10	Remove the ex. South 24" ductile iron blind flange. Install 10" Gate Valve on new 24" steel blind flange at the filtered effluent channel	1	LS	\$ 26,608.00	\$ 26,608.00	\$ 25,000.00	\$ 25,000.00
A	11	Remove the ex. South 42" ductile iron blind flange. Install 10" Gate Valve on new 24" steel blind flange at the filtered effluent channel	1	LS	\$ 54,803.00	\$ 54,803.00	\$ 54,000.00	\$ 54,000.00
A	12	Hot Tap and install 10" Gate Valve on 36" steel blind flange	1	EA	\$ 46,276.00	\$ 46,276.00	\$ 45,000.00	\$ 45,000.00
A	13	Hot Tap and install 10" Gate Valve on 36" steel backwash header pipe	1	EA	\$ 41,708.00	\$ 41,708.00	\$ 40,000.00	\$ 40,000.00
A	14	Remove and Dispose of all electrical conduits and wiring associated with valve actuators and UV panels	1	LS	\$ 54,371.00	\$ 54,371.00	\$ 95,000.00	\$ 95,000.00
A	15	Install all new electrical conduits, controls and wiring and controls associated with valve actuators and UV panels	1	LS	\$ 163,583.00	\$ 163,583.00	\$ 95,000.00	\$ 95,000.00
Schedule B - Sedimentation Drain Line Replacement Work								
B	1	Remove and Dispose a section of ductile iron, 12" drain line, including existing valves and fittings	170	LF	\$ 35.00	\$ 5,970.00	\$ 55.00	\$ 9,330.00
B	2	Remove and Dispose one 48" storm manhole.	1	LS	\$ 4,335.00	\$ 4,335.00	\$ 4,500.00	\$ 4,500.00
B	3	Remove and Dispose of 6" Asphalt Pavement (30' x 100' Area)	340	SY	\$ 23.00	\$ 7,820.00	\$ 20.00	\$ 6,800.00
B	4	Remove and Dispose a section of 15" storm pipe	20	LF	\$ 75.00	\$ 1,500.00	\$ 75.00	\$ 1,500.00
B	5	Install New 12" C900 Sewer Pipe Driveline	170	LF	\$ 527.00	\$ 89,590.00	\$ 515.00	\$ 87,550.00
B	6	Install 12" Plug Valves	2	EA	\$ 11,932.00	\$ 23,864.00	\$ 12,100.00	\$ 24,200.00
B	7	Reattached Joint Fittings, Couplings	1	LS	\$ 37,446.00	\$ 37,446.00	\$ 39,500.00	\$ 39,500.00
B	8	Install New 48" Concrete Manhole (10 feet tall) (including Reconnect Storm Drain pipe to Manhole)	1	EA	\$ 16,827.00	\$ 16,827.00	\$ 16,400.00	\$ 16,400.00
B	9	Bypass Pumping (storm and sanitary sewage water)	340	SY	\$ 43,775.00	\$ 43,775.00	\$ 35,000.00	\$ 35,000.00
B	10	Install 6" Asphalt Pavement (30' x 100' Area)	113	CY	\$ 150.00	\$ 16,950.00	\$ 180.00	\$ 11,300.00
B	11	Install 8" Compacted Clay Gravel under Asphalt	50	CY	\$ 88.00	\$ 4,400.00	\$ 75.00	\$ 3,750.00
B	12	Gravel Bedding	30	EA	\$ 1,457.00	\$ 43,710.00	\$ 3,000.00	\$ 90,000.00
B	13	Subsoil (shoring, grouting, select backfill, cleanup)	1	LS	\$ 357,000.00	\$ 357,000.00	\$ 320,000.00	\$ 320,000.00
B	14	Allowance (for unforeseen work and adjustments)	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
B	15	Allowance (for unforeseen work and adjustments)	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Total Base Bid								
					\$ 6,369,568.00	\$ 6,369,568.00	\$ 6,530,465.00	\$ 6,530,465.00
Schedule C - Preparation Work in Filter Plant Pipe Gallery Area								
C	1	Mobilization	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 38,000.00	\$ 38,000.00
C	2	Remove and Replace four (4) of the UV disinfection units and associated new control panels (Filters 1, 2, 3, and 6)	1	LS	\$ 1,630,000.00	\$ 1,630,000.00	\$ 3,664,000.00	\$ 3,664,000.00
C	3	Remove and Dispose of all electrical conduits and wiring associated with UV panels (1, 2, 3, and 6)	1	LS	\$ 30,155.00	\$ 30,155.00	\$ 117,000.00	\$ 117,000.00
C	4	Install new electrical conduits and wiring and controls for UV units (1, 2, 3 and 6)	1	LS	\$ 91,000.00	\$ 91,000.00	\$ 117,000.00	\$ 117,000.00
					\$ 91,000.00	\$ 1,772,155.00	\$ 117,000.00	\$ 1,772,155.00
					\$ 91,000.00	\$ 8,041,723.00	\$ 10,466,465.00	\$ 10,466,465.00
					\$ 91,000.00	\$ 8,041,723.00	\$ 10,466,465.00	\$ 10,466,465.00

I CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF THE BIDS RECEIVED AT 3:30 P.M. ON OCTOBER 4, 2022 FOR PROPOSED OB CURTIS WTP CONVENTIONAL FILTER REHABILITATION PROJECT - PHASE I



OFFICE OF THE CITY ATTORNEY
11-2022

**ORDER AUTHORIZING A SINGLE SOURCE PROCUREMENT FROM
GE DIGITAL, LLC FOR THE ANNUAL GLOBALCARE SUPPORT
SOFTWARE MAINTENANCE TO THE PROFICY HMI/SCADA iFIX
SOFTWARE SUITE FOR THE OPERATION OF THE CITY OF JACKSON
WATER TREATMENT PLANTS AND WELLS**

WHEREAS, the water treatment SCADA (supervisory control and data acquisition) system for the City of Jackson is essential for treating water at the O.B. Curtis (conventional process) and J.H. Fewell Water Treatment Plants; and

WHEREAS, GlobalCare Support provides necessary updates and support to ensure the stable and secure operation of the SCADA system's software, Proficy HMI/SCADA iFIX; and

WHEREAS, GE Digital, LLC is the sole support service provider in the United States for Proficy software products, and Gray Matter Systems is the sole authorized representative in the state of Mississippi; and

WHEREAS, the cost of the annual GlobalCare Support agreement totals \$21,481.84.

IT IS, THEREFORE, ORDERED that a single source procurement is authorized from GE Digital, LLC in the amount of \$21,481.84 for GlobalCare Support for the Proficy HMI/SCADA iFix software used at the water treatment plants.

Agenda No. 23
11.22.2022
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 10, 2022
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	Annual renewal of necessary software for O.B. Curtis and J.H. Fewell water plants and the well system.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	All residents and businesses that use the surface and well water systems
4.	Benefits	Annual software renewal
5.	Schedule (beginning date)	Upon Council approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	O.B. Curtis and J.H. Fewell Water Treatment Plants, City Well System
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> ▪	City of Jackson Department of Public Works
8.	COST	\$21,481.84
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	<u>031.521.35.6231</u>
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Jordan Hillman
Interim Director

Date: November 10, 2022

Subject: Agenda Item for City Council Meeting

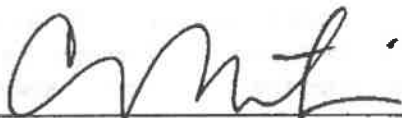
Attached you will find an item for the agenda authorizing renewal of the SCADA software at O.B. Curtis and J.H. Fewell water plants. The software allows the plant operators to operate the plant and monitor plant status at both water plants as well as well status. The software is a sole source item that is renewed annually. It is the recommendation of Public Works that the bid be accepted in order for work to commence as soon as possible. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 4719
Jackson, Mississippi 39202-1979
Telephone: (601) 960-1759
Facsimile: (601) 960-1756
11/18/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING A SINGLE SOURCE PROCUREMENT FROM GE DIGITAL, LLC FOR THE ANNUAL GLOBALCARE SUPPORT SOFTWARE MAINTENANCE TO THE PROFICY HMI/SCADA IFIX SOFTWARE SUITE FOR THE OPERATION OF THE CITY OF JACKSON WATER TREATMENT PLANTS AND WELLS** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel*

11/18/22

DATE



Send Purchase Order and/or Correspondence to:

GE Digital LLC
 2700 Camino Ramon
 San Ramon, CA 94583-9130
 Telephone: +1-800-433-2682 / +1-617-725-2695
 GEDClientServices@ge.com
<http://www.ge.com/digital/software-services>

Quote #	BMIQ-09062022-461449
Quote Date	Sep 06, 2022
Expiration Date	Dec 30, 2022
Quote Revision	1
Currency	USD
Customer R/RQ	
Payment Terms	Net Due in 30 Days
Incoterms	FOB SHIPPING POINT

Primary Sales Person

Primary Sales Email

Primary Sales Phone

Inside Sales Person

Inside Sales Email

Inside Sales Phone

Kimberly Norris kimberly.norris@ge.com +1 513 813 3954

Chris Collins chcollins@grymallentysystems.com 412-630-4838

Bill To CSN : 21661400
 CITY OF JACKSON WATER / SEWER
 P.O. BOX 17
 JACKSON, MS 39205-0000
 US

Detailed Report:

Serial No.	Item Serial Number / Type of License	Part No.	Part Description	Comments	Quantity	Level	Revised Date	Price
3-37524601-003-001		IC2022THREN	Client v2022 Thick Runtime Only English		1	Premier	Dec 30, 2023	\$437.80
3-37524601-006-001		IC2022THREN	Client v2022 Thick Runtime Only English		1	Premier	Dec 30, 2023	\$437.80
3-37524601-040-001		IC2022THREN	Client v2022 Thick Runtime Only English		1	Premier	Dec 30, 2023	\$437.80
3-37524601-043-001		IC2022THREN	Client v2022 Thick Runtime Only English		1	Premier	Dec 30, 2023	\$437.80
3-41727301-006-001		IC2022THREN	Client v2022 Thick Runtime Only English		1	Premier	Dec 30, 2023	\$437.80

3-41727301-012-001		IC30221THREN	iClient v2022 Thick Runtime Only English	1	Premier	Dec 30, 2023	\$497.80
3-44976301-003-001		IC30221HDEN	iClient v2022 Thick Development / Runtime English	1	Premier	Dec 30, 2023	\$729.73
			TOTAL	7		Dec 30, 2023	\$3,356.53
ICLEN TERM subtotal							
\$3,356.53							

Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-37524601-009-001			IF2022PRUNLEN-S	iFix v2022 Plus Development Unlimited Points English SCADA Synchronization		1	Premier	Dec 30, 2023	\$2,523.17
3-37524601-016-001			IF2022PRUNLEN-S	iFix v2022 Plus Runtime Unlimited Points English SCADA Synchronization Backup License		1	Premier	Dec 30, 2023	\$1,006.96
3-37524601-023-001			IF2022PRUNLEN-S	iFix v2022 Plus Development Unlimited Points English SCADA Synchronization		1	Premier	Dec 30, 2023	\$2,523.17
3-37524601-030-001			IF2022PRUNLEN-S	iFix v2022 Plus Runtime Unlimited Points English SCADA Synchronization		1	Premier	Dec 30, 2023	\$1,006.96
3-43139301-003-001			IF2022PRUNLEN	iFix v2022 Plus Runtime 300 Backup License		1	Premier	Dec 30, 2023	\$796.33
3-45511801-006-001			IF2022PRUNLEN	iFix v2022 Plus Runtime Unlimited Points English		1	Premier	Dec 30, 2023	\$1,358.45
				TOTAL		6		Dec 30, 2023	\$9,215.04
IFEN TERM subtotal									
\$9,215.04									

Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-37524601-013-001			DR-G0P23V0	Drivers IGS- Industrial Gateway Server for Basic Points 253		1	Premier	Dec 30, 2023	\$193.22

Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-37524601-020-001			DR-GOP253V0	Additional IGS Protocols IOT Gateway plug in No Tags		1	Premier	Dec 30, 2023	\$97.61
3-37524601-027-001			DR-GOP253V0	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocols IOT Gateway plug in No Tags Backup License		1	Premier	Dec 30, 2023	\$195.22
3-37524601-037-001			DR-GOP253V0	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocols IOT Gateway plug in No Tags Backup License		1	Premier	Dec 30, 2023	\$97.62
3-43206901-003-001			DR-GOP253V0	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocol IOT Gateway plug in No Tags		1	Premier	Dec 30, 2023	\$194.69
3-45311801-010-001			DR-GOP253V0	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocols IOT Gateway Plug in No Tags		1	Premier	Dec 30, 2023	\$195.22
TOTAL						6		Dec 30, 2023	\$975.58
HISTORIAN-TERMINAL									
3-37524601-046-001			HS20720E00005025	Historian v2022.0 Enterprise 5000 Points 2500 Additional CALs Two Mirror		1	Premier	Dec 30, 2023	\$5,289.74
3-37524601-049-001			HS20720E00005025	Historian v2022.0 Enterprise 5000 Points 2500 Additional CALs Two Mirror Backup License		1	Premier	Dec 30, 2023	\$2,644.95
SERVER-TERMINAL									
TOTAL						6		Dec 30, 2023	\$975.58

3-43139901-004-001			HS2022T00000100	Historian v2022.0 Essential 100 Points		1	Premier	Dec 30, 2023	\$0.00
3-44926301-007-001			HS2022T000010000	Historian v2022 Essential 1000 Points Add On		1	Premier	Dec 30, 2023	\$0.00
3-44926301-014-001			HS2022T000010000	Historian v2022 Essential 1000 Points Add On		1	Premier	Dec 30, 2023	\$0.00
3-45511801-007-001			HS2022T000010000	Historian v2022 Essential 1000 Points Add On		1	Premier	Dec 30, 2023	\$0.00
3-45511801-017-001			HS2022T000010000	Historian v2022 Essential 1000 Points Add On		1	Premier	Dec 30, 2023	\$0.00
3-45511801-021-001			HS2022T000010000	Historian v2022 Essential 1000 Points Add On		1	Premier	Dec 30, 2023	\$0.00
3-45511801-037-001			HS2022T000001000	Historian v2022 Essential 100 Points Add On		1	Premier	Dec 30, 2023	\$0.00
					TOTAL	9		Dec 30, 2023	\$7,934.69
HISTORIAN-TERMINL Subtotal									\$7,934.69
Totals									\$21,481.84

Draft

Remit Payment Only To:

By Electronic: Bank of America
1401 Elm Street 2nd Floor
Dallas TX, 75202
ABA Information: 111000012
Account Name: GE Digital LLC
Account Number: 4451103219

International Wires
Bank of America
100 West 33rd Street
New York, NY 10001
Swift Code: BOFAUS33
Account Name: GE Digital LLC
Account Number: 4451103219

ATTENTION : Please do not fax or email any export controlled technical data to these fax numbers or email addresses.

This Quote does not include any freight charges or applicable taxes. All Items are Commercial Items. Please include the Quote Number from this document on your Purchase Order.
If any applicable export control, economic sanction, or other applicable law or regulations of the United States or any other relevant country prohibit, hinder, or make impracticable GE Digital LLC ability to provide goods or services, GE Digital LLC will be excused from all performance related to this quote, order, or contract and GE Digital LLC will not be liable for any losses or damages of any kind, including but not limited to, loss of revenue or increased cost of supply.



GE DIGITAL GENERAL TERMS AND CONDITIONS

The license or provision of the GE products and services ("GE Offerings") by the GE Digital business ("GE") providing this proposal or quote is expressly conditioned upon the terms and conditions contained or referred to herein. Any authorization by Customer to furnish the GE Offerings or order placed by Customer for GE Offerings will constitute acceptance of these terms and conditions.

1. DEFINITIONS.

The capitalized terms used in this Agreement shall have the meaning given to them below. Words imparting the singular shall also include the plural and vice versa, as the context requires. GE and Customer are each referred to herein as a "Party" and together as "Parties." The term "General Terms and Conditions" shall mean the body of the text that follows and all appendices included therein. The term "Agreement" shall mean, collectively, these General Terms and Conditions and any Order issuing from the attached quote or proposal.

1.1. "Acceptable Use Policy" is defined in Appendix A.

1.2. "Affiliate" means, with respect to a Party, an entity that controls, is controlled by, or is under common control with such Party, where control means ownership, directly or indirectly, of 50% or more of the voting shares of the subject entity or the right to appoint a majority of the board of directors of the subject entity.

1.3. "Change Order" is defined in Section 6.1.

1.4. "Confidential Information" of a Party means all of that Party's information and documentation disclosed to or accessed by the other Party in connection with this Agreement that is marked (or, if disclosed other than in writing, designated at the time of disclosure) as "confidential" or with a similar designation, including any information developed by reference to or use of the other Party's Confidential Information. GE's Confidential Information includes the GE Offerings. "Confidential Information" does not include information that: (a) is independently developed by the receiving Party, as demonstrated by the recipient's written records, without violating the disclosing Party's proprietary rights; (b) is or becomes publicly known (other than through unauthorized disclosure); (c) is disclosed by the owner of such information to a third party free of any obligation of confidentiality; (d) is already known by the receiving Party at the time of disclosure, as demonstrated by the receiving Party's written records, and the receiving Party has no obligation of confidentiality other than pursuant to this Agreement; or (e) is rightfully received by the receiving Party free of any obligation of confidentiality.

1.5. "Customer Content" means data, information, documentation, and software provided by Customer for use in connection with the GE Offerings.

1.6. "Deliverables" are defined in Section 6.3.

1.7. "Data Protection Plan" is defined in Section 3.2.

1.8. "Embedded Software" is defined in Section 4.2.

1.9. "GE Offerings" means, collectively, the Hosted Services, Hardware, Software, Professional Services, and Support Services provided by GE in accordance with this Agreement.

1.10. "Hardware" means hardware equipment that is provided by GE to Customer, as described in Section 4.

1.11. "Hosted Services" are defined in Section 3.

1.12. "Infringement Claim" is defined in Section 12.1.

1.13. "Open Source Software" means any software that is distributed as "free software," "open source software" or under a similar licensing or distribution model, including without limitation the GNU General Public License (GPL) (including the GNU Affero GPL License), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL) and the Apache License.

1.14. "Order" means Customer's acceptance of GE's quote or proposal to which these General Terms and Conditions are attached.

1.15. "Professional Services" are defined in Section 6.1.

1.16. "Service Documentation" is defined in Section 3.1.

1.17. "Software" is defined in Section 5.1.

1.18. "SOW" or "Statement of Work" is defined in Section 6.1.

1.19. "Support Services" means services associated with the support programs described in Appendix A.

1.20. "Third Party Services" are defined in Section 3.9.

1.21. "Third Party Software" is defined in Section 5.3.

1.22. "User" is defined in Section 3.8.2.

2. SCOPE; ORDERS.

2.1. **Scope.** Any offer made by GE herein is expressly conditioned upon acceptance of this Agreement, which sets forth the sole and exclusive terms and conditions that govern any Order for the provision of the GE Offerings. Any purchase order, order receipt, acceptance, confirmation, correspondence, online terms, or other confirmatory documents presented by Customer shall be deemed to be presented for payment purposes only. GE rejects, and shall not be bound by, any additional or different terms contained in such documents.

3. HOSTED SERVICES.

3.1. General. "Hosted Services" are computer software applications, software platforms, and equipment monitoring services that are hosted by GE and provided as a service to Customer. GE shall provide Customer with remote access to the Hosted Services for the term of Customer's paid subscription, as described in an Order. Customer agrees to use the Hosted Services solely in accordance with this Agreement, the product-specific terms and conditions described in Appendix A, and the written documentation published or provided by GE for the Hosted Services (collectively, "Service Documentation").

3.2. Hosted Services Warranty. For the term of Customer's paid subscription to the Hosted Services, GE warrants that such Hosted Services will materially comply with the then current Service Documentation provided for the Hosted Service. Customer acknowledges that GE may deliver continuous updates, changes, and improvements to the Hosted Services and the Service Documentation. GE may notify Customer of such changes by publishing updates or changes to GE's Web site for the Hosted Services or by means of written notice to Customer. Customer's sole remedy, and GE's sole obligation and liability, for any failure of the Hosted Services to conform to this warranty is for GE, at its option, to: (1) provide a correction or work-around or provide an issue resolution, or (2) permit Customer to terminate its subscription to the affected Hosted Services and receive a refund of the prepaid fees, if any, for the terminated and unexpired portion of such subscription.

3.3. Disclaimers. WITHOUT LIMITING THE DISCLAIMERS IN SECTION 9.2, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT HOSTED SERVICES WILL OPERATE FREE FROM ERROR, INTERRUPTION, OR DISRUPTION, INCLUDING, WITHOUT LIMITATION, DUE TO CYBER-ATTACKS, MALICIOUS OR OTHERWISE, OR FROM INTERRUPTIONS IN INTERNET CONNECTIVITY (INCLUDING DELAYS OR PACKET LOSS). CUSTOMER ACKNOWLEDGES THAT THE HOSTED SERVICES ARE NOT INTENDED FOR REAL-TIME CONTROL OR MONITORING DUE TO THE POSSIBILITY OF INTERRUPTIONS IN SERVICE OR CONNECTIVITY. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SAFE AND CONTINUOUS OPERATION OF ITS EQUIPMENT, FOR VERIFYING RESULTS GENERATED BY THE HOSTED SERVICES, AND FOR TAKING APPROPRIATE ACTIONS BASED ON SUCH RESULTS.

3.4. Changes. GE may change, discontinue, or deprecate any of the Hosted Services (including individual services or the Hosted Services as a whole) or change or remove features or functionality of the Hosted Services or revise the applicable Service Documentation. Without limiting the generality of the foregoing, GE may change, terminate, or discontinue all or a portion of a Hosted Service if required by changes in GE's relationship with a third party provider or licensor; if required to comply with law or requests or government entities; if providing the Hosted Services could create a substantial economic or technical burden or material legal or security risk; or if GE determines that use of the Hosted Services by Customer or the provision of the Hosted Services to Customer is prohibited or impractical due to a legal or regulatory reason. GE may change, discontinue, or add to the Support Services for the Hosted Services from time to time by posting a notice to the Web site where such Support Services are described. If such changes have a materially adverse effect on Customer's use of the Hosted Services, Customer may notify GE in writing, and GE may propose resolutions or work-arounds. If GE is unable to provide Customer with a resolution or work-around reasonably satisfactory to Customer, then Customer may terminate its subscription to the affected Hosted Services upon written notice to GE and receive a refund of the prepaid fees, if any, for the terminated and unexpired portion of such subscription.

3.5. Use Limitations. Customer's Order may specify usage or deployment limitations relating to the Hosted Services. GE may enforce such usage limitations by technical or resource restrictions, or GE may permit excess usage and invoice Customer for such use at GE's standard rates. Customer agrees to pay for such additional invoices in accordance with the payment terms of this Agreement. If a usage limitation designated in an Order is based on limitations or entitlements not monitored by GE, then Customer agrees to limit its usage only to the designated scope and promptly notify GE if such limitations are exceeded. Customer shall use the Hosted Services solely for its internal business purposes as permitted by this Agreement and shall not license, sublicense, sell, resell, rent, lease, transfer, assign, publish, disclose, time share or otherwise commercially exploit the Hosted Services or make the Hosted Services available to any third party, other than as expressly permitted by this Agreement.

3.6. Suspension. GE may suspend Customer's right to access or use any portion or all of the Hosted Services upon notice to Customer if GE determines that Customer's use of or registration for the Hosted Services: (i) is unlawful, fraudulent, or prohibited by law, (ii) poses a security threat to the Hosted Services, GE, GE's Affiliates, or any third party, (iii) may adversely impact the integrity of the Hosted Services or the systems or content of any other customer, (iv) may subject GE, GE's Affiliates, or any third party to liability, (v) violates the Acceptable Use Policy or acts in a manner inconsistent with Customer's Responsibilities as set forth in Section 3.8, or (vi) exceeds the scope of use authorized by GE. GE may also suspend Hosted Services if Customer is more than 30 days overdue on any payment obligation under this Agreement. GE shall use commercially reasonable efforts to re-establish Hosted Services after GE determines the cause of the suspension has been resolved. Any suspension under this paragraph shall not excuse Customer's payment obligations under this Agreement.

3.7. Security and Data Privacy.

3.7.1. Security. GE shall use reasonable efforts to implement appropriate measures, in accordance with GE's standard security policies applicable to the Hosted Services ("Data Protection Plans") designed to secure Customer Content against accidental or unlawful loss, access, or disclosure. GE reserves the right to modify Data Protection Plans from time to time upon notice to Customer. Customer consents to GE's collection, use, and disclosure of information associated with the Hosted Services as described in this Agreement and the applicable Data Protection Plan, and in particular to the processing of Customer's Content in, and the transfer of Customer Content into, any country in which GE or its affiliates or subcontractors maintain facilities (including the United States). GE shall treat Customer contact information (including business contact information of Customer representatives) in accordance

with GE's Privacy Policy available at <http://www.ge.com/privacy>. Customer consents to the disclosure of Customer Content to GE's subcontractors and Affiliates who agree to maintain and use Customer Content in accordance with this Agreement.

3.7.2. Regulated Data. If Customer Content includes any data subject to specific legal or regulatory requirements (including, but not limited to, health care data, EU personal data, export-controlled data, or sensitive government data), Customer shall notify GE in writing of such requirements and provide any information that is necessary or reasonably requested by GE to determine the applicable regulatory requirements. Except as may be specified by GE in writing, GE shall not have any responsibility to discover or provide a hosting environment that complies with such regulatory requirements. Without limiting the generality of the foregoing, if Customer intends to use the Hosted Services to process personal data of individuals located in the European Union, Customer shall notify GE in writing and the parties will reasonably cooperate to comply with their respective obligations under the EU General Data Protection Regulation.

3.8. Customer's Responsibilities.

3.8.1. Customer Content and Equipment. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Content and Customer equipment. Customer is responsible for securing all necessary rights and permissions to provide Customer Content to GE and to use Customer Content with the Hosted Services. For example, Customer is solely responsible for:

- a) the technical operation of Customer Content, including ensuring that calls Customer makes to or from any Customer application or service are compatible with the Hosted Services;
- b) compliance of Customer Content with the Acceptable Use Policy, Data Protection Plan, and applicable Service Documentation;
- c) compliance by Customer with all applicable laws, executive orders, administrative rules and regulations, safety standards, ordinances, and court orders in using the Hosted Services;
- d) any third party claims relating to the legal status of Customer Content;
- e) the operation, control, conditions, use, and maintenance of Customer equipment and ensuring that Customer's computer systems and equipment meet the current technical requirements for the Hosted Services;
- f) the accuracy, completeness, and timeliness of Customer Content; and
- g) proper handling and processing of notices sent to Customer (or any of Customer's Affiliates) by any person claiming that Customer Content violates such person's rights, including notices pursuant to the U.S. Digital Millennium Copyright Act or similar laws of other countries.

3.8.2. Customer Security. Customer is responsible for properly configuring and using the Hosted Services and taking Customer's own steps to maintain appropriate security, integrity, and backup of Customer Content, which may include routine archiving of Customer Content and the use of encryption technology to protect Customer's Content and credentials. Customer's credentials (which may include usernames, passwords, tokens, certificates, keys, and pins) issued by GE or selected by Customer for accessing the Hosted Services are for Customer's internal use only and Customer may not share or disclose them to any other entity or person, except that Customer may disclose Customer's credentials to Customer's employees, agents, and subcontractors performing work on Customer's behalf ("User"). Customer is responsible for any use of Customer's credentials and for notifying GE immediately of any breach of security related to Customer's credentials. Customer is responsible for complying with the Data Protection Plan and all other security requirements published by GE or communicated to Customer for securing Customer Content in connection with using the Hosted Services. Customer is deemed to have taken any action that Customer permits, assists, or facilitates any User or other person or entity to take related to this Agreement, Customer Content, or the Hosted Services. Customer shall not take any action to circumvent any security feature or attempt to exceed authorized access to the Hosted Services or its related systems or networks; interfere with or disrupt the integrity or performance of the Hosted Services or the data contained therein; or send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. If Customer becomes aware of any violation of the foregoing by a User, Customer shall immediately terminate such User's access to Customer's account and notify GE.

3.8.3. Connectivity. Except as expressly provided in an Order, Customer is solely responsible for providing Internet connectivity for Customer's facilities and Customer equipment as necessary to access and use the Hosted Services (including all ISP charges). GE does not and cannot control the flow of data to or from the Hosted Services infrastructure and other portions of the Internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof).

3.9. Third Party Services. If specified on GE's Web sites for the Hosted Services, third parties may offer independent services, including hosted application services ("**Third Party Services**"), directly to Customer under a separate agreement, and Customer's acceptance of such offers will constitute a separate agreement solely between Customer and the third party provider thereof. If Customer subscribes to Third Party Services, Customer consents to GE sharing with the third party provider: (i) Customer contact and account information, (ii) Customer Content in connection with Customer's use of the Third Party Services, and (iii) additional information, if any, disclosed in writing to Customer in connection with the Third Party Services. GE shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to such Third Party Services.

4. HARDWARE.

4.1. Delivery. Delivery of Hardware sold will be made FCA GE's facility (Incoterms 2010). Title to Hardware shipped by GE from the United States shall pass to Customer immediately after each item departs from the territorial land, seas, and

overlying airspace of the United States. Title to all other Hardware sold shall pass when the product is made available for shipment at the point of shipment. Delivery of Hardware leased to Customer shall be made by commercially reasonable means. Title to such leased Hardware shall not pass to Customer. Title to any software embedded in or included with Hardware ("Embedded Software") does not pass to Customer.

4.2. Embedded Software. GE grants to Customer a limited, nonexclusive license to use any Embedded Software only with and as embedded within the associated Hardware, and Customer shall have no other rights with respect to Embedded Software, including any right to copy or modify the Embedded Software. Customer may transfer the Embedded Software to a third party only to the extent that Customer is permitted to transfer the associated Hardware under this Agreement. Embedded Software is otherwise governed by the license restrictions set forth in Section 10.4 below.

4.3. Hardware Warranties.

4.3.1. Hardware Sold. During the applicable warranty period stated below, GE warrants that Hardware sold will be free from material defects in material and workmanship and will materially conform to any specifications agreed to by the Parties in writing. If any failure to meet this warranty appears within applicable warranty period from the date of shipment of the Hardware, and Customer returns such equipment to GE pursuant to GE's applicable repair and replacement policy, GE shall correct any such failure at its option, (i) by repairing any defective or damaged part or parts of the equipment, or (ii) by making available, FCA GE's shipment facility (Incoterms 2010), any necessary repaired or replacement parts. Inbound shipping charges to GE, including associated taxes, duties, tariffs, etc., shall be paid by Customer. Return (outbound) warranty repair shipping charges shall be paid by GE to Customer's destination. GE shall have no warranty obligation for Hardware damage or malfunction caused by accident, abuse, misuse, neglect, or improper repair, storage or handling by Customer or its agents. If in GE's reasonable judgment such repair or replacement of Hardware is not practicable, GE shall offer to refund or credit monies paid by Customer for such Hardware upon a return of such Hardware to GE. The applicable warranty period for sold Hardware is twenty-four (24) months from shipment date, unless otherwise stated in the Order or an appendix hereto.

4.3.2. Hardware Leased. Provided that Customer has paid all amounts due, GE warrants that Hardware leased will be free from material defects in material and workmanship and will materially conform to any specifications agreed to by the Parties in writing during the lease period. If leased Hardware fails to meet this warranty during the lease period, GE shall correct any such failure at its option, (i) by repairing any defective or damaged part or parts of the Hardware, or (ii) by delivering, in accordance with standard delivery protocols, any necessary repaired or replacement parts. If in GE's reasonable judgment such repair or replacement of Hardware is not practicable, GE shall permit Customer to terminate the lease and return such Hardware. In the event GE determines that the damage to the leased Hardware resulted from accident, abuse, misuse, neglect, or improper repair, storage or handling by Customer or its agents, Customer shall be charged the then applicable list price for the replacement of the Hardware.

4.3.3. Remanufactured Subassemblies or Parts. Unless prohibited by law, certain Hardware may contain remanufactured subassemblies or parts which have been cleaned, finished, inspected, and tested to new-product standards. The warranty for any such product will be as provided in this agreement or any applicable warranty of the third party manufacturer, if applicable.

4.3.4. Third Party Hardware. GE warrants Hardware manufactured by third parties including, but not limited to, personal computers, gateways, routers, servers, sensors, edge devices, micro drives, rotary disks, compact flash, cables and accessories, and embedded third party firmware only to the extent that the manufacturer's or third party's warranty allows GE to transfer such warranty to Customer. GE shall pass through to Customer any such warranties. Except to the extent any such manufacturer or third party provides a pass-through warranty, such Hardware is provided "AS IS" without warranty of any kind and the manufacturers and/or third parties disclaim all warranties, whether express or implied, including but not limited to the implied warranties of merchantability, title, non-infringement, or fitness for a particular purpose. The manufacturers or third parties shall not have any liability for special, indirect, punitive, incidental, or consequential damages. Customer's sole remedy for breach of such warranty shall be the remedy offered by and available from the manufacturer or third party, if any. GE shall have no liability, whether in contract, tort, negligence, or otherwise, to Customer with respect to third party Hardware and associated Embedded Software.

The remedies stated in this Section 4.3 are Customer's exclusive remedy, and GE's sole obligation and liability, for any breach of the warranties for Hardware.

5. SOFTWARE

5.1. Scope. As used herein, the term "Software" shall mean certain computer software and related documentation described in an Order, that is provided to Customer by digital download or on physical media for Customer's installation on Customer's computers, including any updates or upgrades provided by GE in connection with Support Services. As used herein, the term "Software" excludes any software hosted by or on behalf of GE and provided as a service.

5.2. Licenses. Subject to Customer's payment of all applicable fees and compliance with this Agreement, GE grants to Customer a limited, non-transferable, nonexclusive license, for the license period specified in the applicable Order, to use the Software provided pursuant to an Order for Customer's internal business use. Customer must comply with any license scope or usage limitations (such as named user, concurrent user, processor, server, site, facility, or asset based limitations) described on the applicable Order. Customer shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or commercially exploit the Software, or make the Software available to any third party, other than as expressly permitted by this Agreement.

5.3. Separately Licensed Software. Some Software may be supplied to Customer under a separate license agreement, including Open Source Software ("Third Party Software"). Customer's use of such Third Party Software will be governed

by such separate license agreements. GE shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to such Third Party Software.

5.4. Customer Responsibilities. Unless otherwise specified in an Order, Customer shall be solely responsible for:

- a) properly installing, configuring, and using the Software in accordance with applicable documentation,
- b) providing any hardware, equipment, and physical infrastructure necessary to run the Software,
- c) providing any third party software not included in the Software,
- d) maintaining the security, privacy, and backup of Customer Content,
- e) compliance with applicable laws related to the use, storage, or processing of Customer Content,
- f) the proper operation, control, and maintenance of Customer equipment monitored by the Software, and
- g) applying patches, bug fixes, upgrades, and updates of the Software or third party software.

5.5. GE Software Warranty. GE warrants that as of the date of delivery by GE, Software will materially conform with the written product documentation supplied with the Software. If within ninety (90) days of the date of delivery it is shown that the Software does not meet this warranty, GE shall, at its option, either correct the defect or error in the Software, free of charge, or make available to Customer satisfactory substitute software, or, if none of the foregoing is reasonably practicable, offer to return to Customer all payments made as license fees therefor after Customer certifies that it has returned or deleted all copies of the Software in its possession. The remedy provided in this Section shall be Customer's exclusive remedy, and GE's sole obligation and liability, for any breach by GE of the foregoing warranty.

5.6. DISCLAIMERS. WITHOUT LIMITING THE DISCLAIMERS IN SECTION 9.2, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT: (I) SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR WILL MEET CUSTOMER'S SPECIFIC NEEDS; (II) SOFTWARE WILL DETECT ANY PARTICULAR FAILURE, FAULT, OR CONDITION, OR PROVIDE ANY PARTICULAR DEGREE OF ADVANCE WARNING OF AN IMPENDING FAILURE, FAULT, OR CONDITION OF THE CUSTOMER EQUIPMENT; OR (III) CYBERSECURITY SOFTWARE WILL PROVIDE COMPLETE OR COMPREHENSIVE PROTECTION AGAINST ALL POSSIBLE SECURITY VULNERABILITIES OR UNAUTHORIZED INTRUSIONS.

5.7. Delivery. Unless otherwise specified in an Order, Software will be made available for electronic download by Customer. GE shall be deemed to have delivered Software when GE makes the Software available for download by Customer. If an Order specifies that Software is to be delivered to Customer on physical media, then delivery of physical media will be made FCA GE's facility (Incoterms 2010). No title to the Software shall be transferred.

5.8. Return or Destruction. Upon the expiration of Customer's license, or its earlier termination in accordance with this Agreement, Customer shall certify, at GE's written request, the deletion or return of all copies of Software in Customer's possession.

6. PROFESSIONAL SERVICES.

6.1. Services. GE shall provide Customer with the professional services ("Professional Services") set out in an Order that describes the scope of services, functionality, fees, deliverables, milestones, and estimated delivery dates, and other requirements thereof ("Statement of Work" or "SOW"). All material changes to any Statement of Work shall be effective only if set forth in a fully executed change order (each a "Change Order").

6.2. Fees and Expenses. In addition to the fees stated in the Statement of Work, Customer shall reimburse GE for all reasonable and customary travel, lodging, and other related expenses incurred by GE or its personnel in connection with the performance of Professional Services.

6.3. Deliverables. The deliverables resulting from Professional Services to be provided by GE to Customer will be described in the applicable Statement of Work ("Deliverables"). Acceptance procedures for the Deliverables, if any, shall be stated in the applicable Statement of Work. Otherwise, Deliverables shall be deemed accepted by Customer if GE has not received written notice of material defects or non-conformity within five (5) business days after delivery. No schematics or source code shall be furnished, unless specified in the Statement of Work.

6.4. License. As between the Parties, GE shall retain all rights, title, and interests to any copyright, patent, trademark, trade secret, or other proprietary or intangible rights, that arise from GE's performance of the Professional Services, including any such rights embodied in the Deliverables, except for the following license to Customer: upon full payment by Customer to GE of all applicable fees, GE grants to Customer a limited, non-exclusive, non-transferable license to use the Deliverables for its internal business purposes, which license shall be perpetual and royalty-free unless otherwise stated in the applicable SOW.

6.5. Customer Responsibilities. If Professional Services are to be provided at Customer's site or a third-party site designated by the Customer, Customer shall on an ongoing basis provide GE access to: (i) such site in a clean, lighted, safe, and level condition; (ii) adequate power sources, networks, telephone, and data lines, and other utilities; and (iii) personnel, information, and documentation as reasonably required by GE. Customer shall be responsible to obtain any required permits, approvals, authorizations, or the like to permit GE to perform services at the site. To the extent Customer discloses or makes available to GE any materials, including Customer Content, Customer represents that it has the full right and authority to disclose such materials to GE for purposes of performing GE's obligations hereunder.

6.6. Professional Services Warranty. GE warrants that Professional Services performed by GE will materially conform to specifications agreed to by the Parties in the Statement of Work and be performed in a manner consistent with standard commercial practices in the industry. If Customer notifies GE of any material breach of this warranty within ninety (90) days from the delivery of the Deliverables, GE shall, at GE's option (i) reperform any defective portion of the Professional Services furnished, or (ii) if reperformance is not practicable, furnish without charge additional Professional Services in an amount essentially equal to those which, in GE's sole judgment, would have been required for reperformance. The Parties

agree that the remedy set forth in this Section shall be GE's sole obligation and liability, and Customer's sole remedy, for warranty claims arising from or in connection with Professional Services.

6.7. Disclaimers. WITHOUT LIMITING SECTION 9.2, IF PROFESSIONAL SERVICES INCLUDE PROVIDING CUSTOMER WITH ADVICE OR DATA, CUSTOMER ACKNOWLEDGES THAT THE INTERPRETATION OR APPLICATION OF ANY SUCH ADVICE OR DATA DEPENDS ON MANY FACTORS OUTSIDE OF GE'S ABILITY TO CONTROL OR FORESEE, AND THEREFORE, CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR CONFIRMING SUCH ADVICE OR DATA WITH APPROPRIATE TESTING PRIOR TO TAKING ANY ACTION OR DECISION. UNLESS OTHERWISE STATED IN A STATEMENT OF WORK, GE DOES NOT GUARANTEE THAT PROFESSIONAL SERVICES WILL PRODUCE ANY PARTICULAR RESULT OR OUTCOME.

7. DELIVERY.

7.1. General. Unless otherwise agreed by the Parties in writing: (a) GE shall determine the method and routing of all deliveries; (b) delivery dates and times are approximate and based on (i) prompt receipt by GE of all information necessary to permit GE to proceed with work immediately and without interruption, (ii) Customer's compliance with the payment terms, (iii) prompt receipt by GE of all evidence GE may request that any required export or import license, as applicable, is in effect; (c) the prices for the GE Offerings include only GE's usual quality processes, systems, and tests; and (d) partial deliveries shall be permitted.

7.2. Packing. Hardware or tangible media delivered by GE shall be prepared, packed, and shipped by or on behalf of GE in accordance with good commercial practices, unless otherwise agreed by the Parties. A complete packing list shall be enclosed with all shipments. Customer agrees to reimburse GE for any costs for any non-standard packing, marking, or shipping directions requested by Customer.

8. PAYMENT.

8.1. Payment Terms. Except to the extent otherwise specified by GE in writing, invoices for GE Offerings shall be issued pro rata as shipments are made or services performed or made available. If GE consents to delay shipments after completion of any equipment, payment shall become due, title shall pass, and equipment shall be held at Customer's risk and expense as of the date when GE is prepared to make shipment. Unless otherwise agreed in an Order, payment is due net thirty (30) days from the date of invoice. All payments shall be made without set off for claims arising out of other sales by GE. Payment shall be made in the currency quoted.

8.2. Financial Condition. If the financial condition of Customer at any time does not, in the judgment of GE, justify continued performance on the terms of payment previously agreed upon, GE may require full or partial payment in advance or otherwise shall be entitled to terminate any Order or Statement of Work and receive any early termination charges specified therein.

8.3. Late Payments. Customer shall pay a monthly late payment charge computed at the rate of 1.5%, or the maximum interest rate permitted by law, whichever is less, on any past due amount for each calendar month (or fraction thereof) that the payment is overdue, and Customer shall reimburse GE for any and all costs and expenses of GE's collections efforts including reasonable attorney's fees, and costs associated with compromises and judgments arising therefrom. GE retains a security interest and right of possession in the Hardware articles until Customer makes full payment, and Customer agrees to sign documentation at GE's request as reasonably necessary to perfect such interest.

8.4. Sales and Similar Taxes. GE shall be responsible for and shall pay any and all corporate and personal income taxes imposed on GE and its employees by applicable laws ("GE Taxes"). Customer shall be responsible for and shall pay to GE all taxes, duties, fees, and other charges of any nature (including, but not limited to, ad valorem consumption, excise, franchise, gross receipts, import, export, license, property, sales and use, stamp, contract duty / registration fees, storage, transfer, turnover, value-added taxes ("VAT"), Business and Occupation or other similar taxes, and any and all items of deficiency, penalty, addition to tax, interest, or assessment related thereto), imposed by any governmental authority of any country in connection with the execution or performance of the Agreement ("Customer Taxes"), but excluding GE Taxes. All prices are exclusive of Customer Taxes, which may be added by GE to Customer's invoice if applicable, unless Customer provides a direct pay or exemption certificate to GE where permitted by law. If Customer deducts or withholds any GE Taxes from payments owed hereunder, Customer shall provide to GE, within 30 days from payment, the official receipt issued by the competent government authority to which the GE Taxes have been paid, or an alternative document acceptable to the relevant tax authorities. In respect of taxes to be withheld, if any, Customer shall comply with any applicable bilateral conventions against double taxation. The Parties shall reasonably cooperate to claim any available exemptions from tax, fees, or duties that may apply to this Agreement. When Customer arranges the export or intra-European Union ("EU") community shipment, Customer shall provide to GE, free of charge and within 90 days (or, in the case of exports from the U.S., 30 days), evidence (obtained from Customer's forwarder) of exportation or intra EU community shipment. If the laws in the country in which GE performs under this Agreement, or the laws in the country of incorporation of Customer, require the Agreement to be subject to stamp duty, fee, or registration with any local authority, Customer shall be responsible for the required formalities and bear the related costs. Customer shall return to GE a copy of the registration certificate or a registered copy of the Agreement within 10 days from the due date required by said laws to apply for such fee, duty, or registration.

9. REPRESENTATIONS AND WARRANTIES.

9.1. General Conditions of Warranty. The warranties and remedies set forth herein are conditioned upon: proper storage, installation, use, and maintenance of the GE Offering in accordance with the applicable documentation, the proper design, operation, and configuration of the system into which the GE Offering is installed, conformance with any applicable

recommendations of GE, and GE's ability to reproduce and observe the claimed defect, and prompt notification to GE of any defects and, as required, promptly making any personnel and computer systems available. Any unauthorized modification to or use of the GE Offerings by Customer will void the warranty.

9.2. Disclaimer of Implied Warranties. EXCEPT FOR THE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, GE AND ITS AFFILIATES AND LICENSORS MAKE NO WARRANTIES, CONDITIONS, OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND GE AND ITS LICENSORS EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, AND FITNESS FOR A PARTICULAR PURPOSE.

9.3. Customer Warranties. Customer represents and warrants that it has all rights and consents necessary to disclose Customer Content to GE and to permit GE to use the Customer Content to perform GE's obligations hereunder.

10. OWNERSHIP.

10.1. Customer Content. As between Customer and GE, Customer retains all rights, title, and interests in and to Customer Content. Except as provided in this Agreement, GE obtains no rights under this Agreement from Customer to any Customer Content.

10.2. Service Data. Customer consents to GE's use of Customer Content to provide the GE Offerings to Customer and to perform GE's obligations under this Agreement. Customer further agrees that GE and its Affiliates may use information derived from Customer Content or generated by the GE Offerings to maintain, protect, create, develop, and improve the GE Offerings and other GE products and services, to the extent permitted by applicable law.

10.3. Reserved Rights. Customer acknowledges that the GE Offerings are protected by the copyright, patent, trade secret, trademark, and/or other intellectual property laws of the United States and other countries. As between GE and Customer, GE (or its Affiliates and licensors) own and reserve all rights, title, and interests in the GE Offerings, except those rights and licenses expressly granted to Customer by this Agreement.

10.4. Restrictions. Except as expressly authorized by this Agreement, Customer shall not (a) sublicense, copy, distribute, modify, or create derivative works of any GE Offering, except to the extent authorized by GE under separate agreements, (b) reverse engineer, disassemble, or decompile any GE Offering or apply any other process or procedure to derive the source code of the GE Offerings, (c) access or use the GE Offerings in a way intended to avoid incurring fees or to exceed usage limits or quotas, or (d) remove, alter, or obscure any proprietary notices that accompany the GE Offerings; or authorize or assist others to do any of the foregoing.

10.5. Suggestions. If Customer provides GE or its Affiliates with any feedback or suggested improvements to the GE Offerings, then Customer consents to GE's use and implementation of such suggestions, without compensation to Customer, and as between the Parties, GE shall solely own products and services developed by or for GE from such suggestions.

11. CONFIDENTIALITY.

11.1. Non-Disclosure and Non-Use. A Party receiving Confidential Information (the "Receiving Party") shall not directly or indirectly, at any time, without the prior written consent of the Party disclosing such Confidential Information (the "Disclosing Party"), use or disclose the Confidential Information or any part thereof for any use other than necessary for the performance of the Receiving Party's obligations under this Agreement or as otherwise expressly permitted by this Agreement. The Receiving Party shall use reasonable efforts, but not less than those efforts it uses to protect its own information of a similar nature, to avoid disclosure, dissemination, or unauthorized use of the Confidential Information of the Receiving Party.

11.2. Compelled Disclosure. If the Receiving Party is requested by a governmental authority to disclose any Confidential Information, it shall promptly notify the Disclosing Party, to the extent permitted by law, to permit the Disclosing Party to seek a protective order or take other appropriate action, and shall assist in such activities. The Receiving Party shall only disclose that part of the Confidential Information as is required by law to be disclosed and the Receiving Party shall use commercially reasonable efforts to obtain confidential treatment therefor.

11.3. Injunctive Relief. In addition to any other rights and remedies under this Agreement or at law, the Receiving Party acknowledges and agrees that, due to the nature of the Confidential Information, its confidentiality obligations to the Disclosing Party under this Agreement are of a unique character and agrees that any breach of such obligations may result in irreparable and continuing damage to the Disclosing Party for which there may be no adequate remedy in damages and accordingly the Disclosing Party shall be authorized and entitled to seek injunctive or other equitable relief.

12. INDEMNIFICATION.

12.1. By GE. GE shall, at GE's expense, defend or, at GE's option, settle any claim brought against Customer by a third party that any GE Offering infringes any third party's United States patent, copyright, trademark, or trade secret (an "Infringement Claim"), and pay any final judgments awarded by a court of competent jurisdiction or settlements entered into by GE on Customer's behalf. As a condition of GE's obligation, Customer must notify GE promptly of any Infringement Claim in writing, tender to GE sole control and authority over the defense or settlement of such claim, and reasonably cooperate with GE and provide GE with available information in the investigation and defense of such claim. Any effort by Customer to settle an Infringement Claim without GE's involvement and written approval shall void any indemnification obligation hereunder. If use of any GE Offering becomes, or in GE's opinion is likely to become, enjoined or subject to a valid claim of infringement, GE may, at GE's option, (i) procure, at no cost to Customer, the right to use such GE Offering, or (ii) modify the GE Offering or provide a substitute that is non-infringing. If the foregoing is not

commercially reasonable, GE may, as applicable: (x) suspend or terminate Customer's subscription to the affected Hosted Service and refund the unexpired portion of the prepaid fees for the suspended or terminated Hosted Services, or (y) terminate Customer's license to the affected Software and refund the pro-rated license fees, or (z) accept a return of the affected Hardware and refund the purchase price, less reasonable depreciation. GE shall have no obligation or liability under this Section for any Infringement Claim to the extent caused by: (a) a modification to the GE Offerings not provided or performed by GE, (b) Customer Content and Customer designs and specifications, (c) the combination of the GE Offerings with other hardware, software, content, or services not provided by GE, (d) use of an infringing GE Offering after GE has provided a non-infringing alternative, or (e) use of the GE Offerings beyond the scope authorized by this Agreement or contrary to applicable documentation. This Section states GE's sole obligation and exclusive liability, and Customer's sole remedy, for any third party claims of infringement or misappropriation of any intellectual or proprietary right.

12.2. By Customer. Customer shall defend and indemnify GE, GE's Affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) Customer's or any of its Users' use of the GE Offerings, other than an Infringement Claim; (b) the legal status of Customer Content or the combination of Customer Content with other applications, content, or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Customer Content or by the use, development, design, production, advertising, or marketing of Customer Content; (c) a dispute between Customer and any User; or (d) personal injury and/or property damage alleged to be caused by Customer's use of GE Offerings to manage Customer equipment.

13. LIMITATIONS OF LIABILITY.

GE, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, USE, GOODWILL, DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE). CUSTOMER IS SOLELY RESPONSIBLE FOR, AND BEARS ALL RISKS ASSOCIATED WITH THE CONTROL, OPERATION, AND USE OF CUSTOMER EQUIPMENT. EXCEPT TO THE EXTENT DIRECTLY CAUSED BY GE'S NON-COMPLIANCE WITH THE APPLICABLE GE DATA PROTECTION PLANS, GE SHALL HAVE NO LIABILITY ARISING FROM CYBERATTACKS OR UNAUTHORIZED INTRUSIONS. GE, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL NOT BE LIABLE FOR CLAIMS ARISING OUT OF THIS AGREEMENT IN A CUMULATIVE AMOUNT EXCEEDING CUSTOMER'S ACTUAL DIRECT DAMAGES, UP TO THE AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY, AND, IN THE CASE OF HOSTED SERVICES, UP TO THE AMOUNTS PAID BY CUSTOMER IN THE ONE (1) YEAR PERIOD PRECEDING THE CLAIM.

14. TERM AND TERMINATION.

14.1. Term. The term of this Agreement will commence on the date that GE executes or accepts the Order governed by this Agreement and will remain in effect until the termination or expiration of such Order and any renewals thereof, as provided herein.

14.2. Automatic Renewal. Except as otherwise stated in the Order, each license or subscription for Software or Hosted Services having a fixed and limited initial term shall be renewed automatically for successive one (1) year renewal terms, unless a Party provides the other Party with written notice of its intent to not renew at least thirty (30) days prior to the end of the initial or successive term.

14.3. Termination.

14.3.1. For Breach. Either Party may terminate this Agreement, or any individual Order or Statement of Work, for a material breach by the other Party, which breach is not cured within thirty (30) days of written notice provided to the breaching Party, or which breach is incapable of being cured.

14.3.2. For Insolvency. A Party may terminate this Agreement upon notice to the other Party if the other Party becomes insolvent, makes an assignment for the benefit of creditors, has a receiver or trustee appointed, or is the subject of a proceeding under bankruptcy or insolvency law that is not dismissed within thirty (30) days of the filing date thereof.

14.3.3. Effect of Termination. The expiration or termination of this Agreement, or of any Order or Statement of Work, shall terminate the licenses granted and services provided thereunder, except as otherwise provided in Section 14.1 or agreed in writing. Upon any termination or expiration of this Agreement, the following Sections survive: 8 (Payment), 10 (Ownership), 11 (Confidentiality), 12 (Indemnification), 13 (Limitations of Liability), 14 (Term and Termination), and 15 (Miscellaneous).

14.3.4. Deletion of Expired Software. Upon the expiration or termination of any license to Software (including the expiration of a limited-term license), unless otherwise renewed, Customer shall immediately uninstall and delete or return to GE all copies of such Software. At GE's request, Customer shall promptly deliver to GE a written certification, signed by a duly authorized representative, that Customer has not retained any copies of such Software.

15. MISCELLANEOUS.

15.1. Performance by GE. GE shall have the right to use subcontractors and Affiliates to perform its obligations under this Agreement, and in such event, GE shall remain responsible to Customer for such obligations.

15.2. Excusable or Delayed Performance. GE shall not be liable for delays or nonperformance due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of Customer, prerequisite work by others, acts of civil or military authority, government priorities, changes in laws or regulations, fires, strikes or other labor disturbances, floods, epidemics, war, terrorism, riot, delays in transportation or car shortages, or inability to obtain or delay in obtaining suitable labor, materials, government permits, or facilities, due to causes beyond its reasonable control. In the event of any such delay, the time of performance shall be extended for a period equal to the time lost because of the delay, or if performance is rendered impossible, GE shall be excused from performance subject to an equitable adjustment to the applicable fees. In the event GE is delayed by conditions caused by Customer or by prerequisite work by other contractors or suppliers of Customer, GE shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

15.3. Independence. GE and Customer are independent contractors, and neither Party, nor any of their respective Affiliates, is an agent, partner, or joint-venturer of the other for any purpose or has the authority to bind the other. Both Parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other Party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other Party's products or services.

15.4. No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

15.5. Trade Compliance. Each Party shall comply with applicable laws that govern the import, export, or re-export of data or materials supplied under this Agreement. Without limiting the foregoing, Customer agrees that it shall not sell, distribute, disclose, release, or otherwise transfer any item or technical data provided under this Agreement to: (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State including, for this Agreement, the countries of Cuba and North Korea (ii) any entity located in, or owned by an entity located in, a "State Sponsor of Terrorism" country, Cuba, or North Korea, (iii) the region of Crimea, or (iv) any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury or any other applicable prohibited party list of the US Government. This clause shall apply regardless of the legality of such a transaction under local law. Except as otherwise agreed in writing between the Parties, each Party shall be responsible for obtaining and maintaining any authorization required for its performance under this Agreement (including the transfer of any item or technical data under this Agreement), such as export license, import license, exchange permit or other required government export or import authorization. Each Party shall provide reasonable assistance necessary for the other Party to secure and comply with such authorizations as may be required. Each Party shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed despite commercially reasonable efforts by the Party. Additionally, such delay, denial, revocation or non-renewal shall not constitute a breach of this Agreement. Customer acknowledges that GE may conduct periodic screening of Customer and of its beneficial owners to comply with applicable laws and consents to the foregoing.

15.6. Language. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

15.7. Severability and Interpretation. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect. Any invalid or unenforceable portions shall be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion shall be severed from this Agreement but the rest of the Agreement shall remain in full force and effect. Section headings are used for convenience only.

15.8. Audit. Customer agrees to permit GE or GE's designated agent, upon reasonable notice to Customer, to audit Customer's books, records, and facilities to verify Customer's compliance with the terms and conditions of this Agreement, including any usage limitations or restrictions applicable to the GE Offerings. If any audit reveals an underpayment by Customer, GE may invoice Customer for such underpayment in accordance with GE's standard policies. Customer agrees to pay such invoice in accordance with the payment terms of this Agreement. GE shall pay for any audits, unless an audit reveals that Customer has underpaid by more than 15% of the fees owed in any 3-month period, in which case, Customer shall reimburse GE for its reasonable audit costs.

15.9. Notices. GE may provide any notice required or permitted to be given to Customer under this Agreement by sending a written notice to the mailing or email address set forth in the Order or otherwise provided by Customer to GE during account registration, as may be updated by Customer from time to time upon written notice to GE. Notices to GE may be provided as follows:

By personal delivery, overnight courier, or U.S. Postal registered or certified mail:

GE Digital
2700 Camino Ramon San Ramon,
CA 94583
Attention: GENERAL COUNSEL

15.10. Assignment. Neither Party may assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party, and any assignment in violation of this provision shall be void. Notwithstanding the foregoing, GE may assign this Agreement, or any of its rights or obligations hereunder, without the necessity for obtaining consent, to any Affiliate of GE. Subject to these requirements, this Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

15.11. Entire Agreement. This Agreement is the entire agreement between Customer and GE regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and GE, whether written or oral, regarding the subject matter of this Agreement.

15.12. Amendments. Any Amendments to this Agreement must be in writing and must be signed by both Parties. No oral agreement, course of dealing, or trade usage shall be deemed to modify this Agreement.

15.13. Waivers. The failure of a Party to enforce any provision of this Agreement shall not constitute a present or future waiver of such provision or limit a Party's right to enforce such provision later. All waivers must be in writing and signed by the Party issuing the waiver.

15.14. Choice of Law. This Agreement shall be governed by the laws of the State of New York, without reference to its conflict of laws provisions. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. All disputes arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. The seat, or legal place, of arbitration shall be New York, New York. The language of arbitration shall be English. The Emergency Arbitrator Provisions shall not apply. The obligations under this Section shall not apply to any claim (including for injunctive relief) by a Party relating to any actual or alleged infringement of its copyright, patent or patent application, trademark, or trade secret, or for any breach of confidentiality hereunder.

15.15. High Risk Uses. Customer acknowledges that the GE Offerings are not designed for real-time control or time-sensitive applications that have the potential to cause death, personal injury, or property damage or that could result in radioactive, chemical, or biological contamination or environmental damage. Customer assumes the entire risk for any such use and shall defend and indemnify GE and its Affiliates from any liability to third parties resulting therefrom. Customer agrees not to use the GE Offerings for control of any nuclear facility or activity.

15.16. U.S. Government Contracting. If Customer is a U.S. Government entity or procures GE Offerings for or on behalf of a U.S. Government entity, the following provisions apply: (a) Customer agrees that all GE Offerings meet the definition of "commercial-off-the-shelf" (COTS) or "commercial item" as defined in FAR 2.101, and that the subparagraph terms of FAR 52.212-5(e) or FAR 52.244-6 (or, for orders from the U.S. Government, FAR 52.212-5 and FAR 52.212-4 with tailoring to the extent permitted by FAR 12.302 by replacing all paragraphs except those listed in FAR 12.302(b) with these terms and conditions), and (subject to subsection (e) below) DFARS 252.212-7001(c) or DFARS 252.244-7000, whichever are applicable, apply only to the extent applicable to COTS or commercial items and only as appropriate for the dollar value of this order; (b) with regard to any terms related to Buy American Act or Trade Agreements, the country of origin of GE Offerings is unknown unless otherwise specifically stated in writing by GE; (c) Customer agrees that any services offered by GE are exempt from the Service Contract Act of 1965 (FAR 52.222-41); (d) Customer agrees that this sale is not funded, in whole or in part, by the American Recovery and Reinvestment Act unless otherwise set forth in a written agreement of the Parties; (e) GE makes no representations, certifications, or warranties whatsoever with respect to the ability of GE Offerings to satisfy DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals; (f) with regard to DFARS 252.204-7012, Customer agrees that no Unclassified Controlled Technical Information or Covered Defense Information shall be provided to GE, delivered by GE to Customer, or used by GE in the performance of this Agreement; and (g) Customer is solely and exclusively responsible for compliance with any other applicable statutes or regulations governing sales to the U.S. Government, and GE makes no representations, certifications or warranties whatsoever with respect to the ability of GE Offerings or prices to satisfy any such statutes and regulations other than those contained herein.

Appendix A

Product Specific Terms and Conditions

The following terms and conditions apply to specific GE Offerings listed below, in addition to the terms and conditions of the main body of the MPSA. In the event of any conflict between the terms and conditions in this Appendix and the main body of the MPSA, these terms and conditions shall take precedence with respect to the GE Offerings described below.

1. Predix Platform and APM Services (Hosted Services).

1.1. Service Documentation. The Service Documentation for the Predix platform services includes descriptions of services, analytics, and apps, and associated documentation published by GE on the Predix Web site (Predix.io), as may be modified by GE from time to time. The Service Documentation for Asset Performance Management (APM) includes documentation that GE provides for the APM applications and the functionality described on Customer's Order. Customer shall comply with the Predix Acceptable Use Policy found at <https://www.predix.io/legal/acceptable-use-policy> ("Acceptable Use Policy") when uploading, storing, or processing any Customer Content.

1.2. APIs. GE may change, discontinue, or deprecate any application program interface utilized for the Predix platform ("API") from time to time but shall use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for 12 months after the change, discontinuation, or deprecation (except if supporting the previous version would pose a security issue or is rendered impossible or impractical as a result of a legal or technological requirement).

1.3. Data Security. GE shall secure the Predix platform and APM applications hosted on Predix according to the published Data Protection Plan available at <https://www.predix.io/legal/data-protection>, as it may be updated by GE from time to time. Each Party agrees to comply with its respective obligations under the Data Protection Plan. GE may limit or otherwise restrict the ability of third party devices, including gateways, that have not been provided, approved, or certified by GE from accessing or connecting to the Predix Platform or APM applications, if in GE's opinion, such access or connection could pose a security risk or create a security vulnerability to the Hosted Services infrastructure or to other customers.

1.4. Predix Studio. Predix Studio provides an integrated development environment to enable development of custom software code and plugins ("Application Components") designed to run on Predix App Engine. For the term of Customer's subscription to Predix Studio, GE shall provide Customer with hosted access to Predix Studio and Predix App Engine for Customer's internal use only. As between GE and Customer, GE shall solely and exclusively own all modifications or other derivative works of Predix Studio and Predix App Engine and Customer shall retain ownership of any other Customer Content.

1.5. Asset Answers. The Asset Answers service uses data from multiple sources to deliver benchmarks. When you submit your data to us for benchmarking in connection with the Asset Answers service, we will anonymize your data and pool it with other anonymized data to generate benchmarks and analytics delivered to you and other users of our service. By ordering and using this service, you consent to our use of your data in the manner described above.

2. Trial Offerings.

From time to time, GE may offer Customer access to certain GE Offerings that GE designates as "beta," "evaluation," or "trial" on the Predix Web site or in Order documents ("Trial Offerings"). Trial Offerings are provided to Customer free of charge, except as otherwise specified by GE. GE may limit, suspend, or terminate Customer's license or subscription to any portion of the Trial Offerings for any reason, in GE's sole discretion, including, for example, the expiration of the Trial Offerings period, to enforce Trial Offering usage limitations, or to protect GE's services or systems. Any product or service designated "alpha," "beta," or "pre-release" is subject to change without notice, may differ substantially upon commercial release, and may have limited or no Support Services. Trial Offerings have not been fully tested and may contain defects, may lack standard security features, and may be taken offline or become unavailable without notice. Customer acknowledges that Trial Offerings may not meet all the security standards in the Data Protection Plan, and Customer is advised not to process or store any sensitive or confidential information or manage a production environment using Trial Offerings. TRIAL OFFERINGS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND GE HAS NO OBLIGATION OR LIABILITY WITH RESPECT TO TRIAL OFFERINGS.

3. Advisory Intelligence (Hosted Service).

3.1. Internet Advisory Site. As the Parties may agree in an Order, GE shall set up and/or host the internet server site ("Internet Advisory Site") to provide Customer with equipment monitoring services ("Advisory Intelligence Services")

using sensor data or other parameter data provided by Customer ("Advisory Source Data"). More specifically, Advisory Intelligence Services comprises estimates of the values of Advisory Source Data, residuals of the estimates and Advisory Source Data, difference alerts statistically indicating that the Advisory Source Data is different from what the proprietary technology expects, and incident messages defined by rules applied to all the above.

3.2. DISCLAIMER. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS IN SECTION 9.2, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ADVISORY INTELLIGENCE SERVICES WILL DETECT ANY PARTICULAR FAILURE, FAULT, OR CONDITION, OR PROVIDE ANY PARTICULAR DEGREE OF ADVANCE WARNING OF AN IMPENDING FAILURE, FAULT, OR CONDITION OF CUSTOMER EQUIPMENT.

4. Gateway Devices (Hardware).

GE has the right to remotely administer any device provided by GE pursuant to an Order for collecting and transmitting machine process data in order to provide a GE Offering ("Gateway Device"). If a Gateway Device is lost, stolen, damaged or destroyed, the Customer may order a replacement unit at the then current list price without extending the term of the Agreement with GE. Except as otherwise stated in an Order, upon termination of the applicable subscription or lease, Customer shall return the Gateway Device in accordance with GE's instructions. If specified in the Order, the Gateway Device may be provided by Customer (and not GE) and therefore shall remain the sole property and responsibility of Customer. GE shall have no warranty or other obligation with respect to Customer-provided Gateway Devices. GE has the right to remotely administer any Gateway Device and apply critical software updates, in coordination with Customer.

5. ThingWorx / PTC (Software).

ThingWorx and PTC Software are licensed only for use in conjunction with, and as part of, the software application package provided by GE and may not be separated from the software application package or used on a standalone basis.

6. Meridium APM (Software).

6.1. Meridium Third Party Components (Software). Some Meridium software add-on modules are licensed to GE by third parties under the condition that GE incorporate certain additional terms and conditions in this Agreement when providing such modules to Customer. These additional terms and conditions are stated in the Meridium Activation Schedule that accompanies the Order, and to the extent that Meridium has licensed such modules to Customer under the applicable Activation Schedule, such additional terms and conditions are deemed to be incorporated herein by reference.

7. Acceleration Plans (Support Services).

7.1. Support Services. GE shall provide the support program and associated level of support as reflected in the applicable Order ("Support Services"). The applicable program, level of service and included or a la carte components that constitute the Support Services are further described in the Acceleration Plans Support & Services Guide and shall be acknowledged by GE (the "Support Confirmation"). Support Services may include various types of Services as described in the Acceleration Plans Support & Services Guide.

7.2. Nature of Support Services. Support Services may be provided independently as a GE Offering or as a required component of another GE Offering. To the extent Support Services are provided as a component part of another GE Offering, the relevant Support Services must be purchased and shall terminate when such GE Offering is terminated or shall be extended to the extent such GE Offering is extended (including any automatic renewals thereof). To the extent Support Services are associated with Software, such Support Services shall automatically terminate in the event the license to the underlying Software is terminated.

7.3. Support Disclaimer. Customer acknowledges that the interpretation or application of key indicators, metrics, information, or advice provided in connection with Support Services depends on many factors outside of GE's ability to control or foresee, and therefore, Customer assumes sole responsibility for appropriate testing and validation prior to taking any action or decision. GE does not and cannot guarantee that every fault condition can be foreseen or detected or that GE will be able to provide any particular amount of advance warning of any impending fault or failure.

7.4. Term, Renewal and Termination.

7.4.1. Support Services Associated with Software. The Support Services subscription term will be as stated on the Confirmation. The subscription term shall be for such initial term and thereafter be renewed for successive one (1) year renewal terms unless a Party provides the other Party with written notice of its intent to not renew at least thirty (30) days prior to the end of the initial or successive term. The renewal rate shall be increased at each renewal to

reflect the annual Consumer Price Index (CPI) plus one percent (1%) over the prior period. CPI shall mean the twelve-month U.S. City Average for ALL Urban Consumers (CPI-U). The twelve-month period will be updated by GE no more than twice per year.

7.4.2. Reinstatement Fee. If for any reason, Customer permits the Support Services to lapse, then GE may charge a re-instatement fee as a condition to reactivating such Support Services.

7.4.3. No Right of Refund. Payment for any and all Support Services is required in advance, without right of refund for any reason.

8 OS-Restricted Products (Software).

8.1 System Restrictions. For versions of iFIX, CIMPLICITY, and other on-premise GE Offerings that are labelled as “Embedded” or “IOT” versions (collectively, the “OS-Restricted Offerings”), the Customer is only granted a right to run the OS-Restricted Offerings on the specific version and edition of the operating system identified below:

GE Product version	Permitted operating system
Embedded	Windows 7 Embedded
IOT	Windows 10 IOT Enterprise

8.2 License Prohibitions. Use of the OS-Restricted Offering on other operating systems is prohibited, and such use is a breach of the Agreement. In addition, OS-Restricted Offerings may not operate or perform properly when run under prohibited operating systems. Such non-operation or mis-operation under prohibited operating systems shall not constitute a breach of the Agreement by GE.

Draft

**ORDER AUTHORIZING THE MAYOR TO EXECUTE
MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI
TRANSPORTATION COMMISSION REGARDING THE
CONSTRUCTION AND MAINTENANCE OF MUSEUM TRAIL
BETWEEN LAUREL STREET AND RIVERSIDE DRIVE**

OFFICE OF THE CITY ATTORNEY
11-20-22

WHEREAS, the Jackson Heart Foundation intends to construct a section of the Museum Trail between Laurel Street and Riverside Drive between Interstate 55 and the J.H. Fewell Water Treatment Plant; and

WHEREAS, the Mississippi Department of Transportation requires the City of Jackson as the governing authority to submit an executed Memorandum of Agreement governing the terms of constructing and maintaining those portions of the Museum Trail that will be built on Mississippi Department of Transportation right-of-way.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Memorandum of Agreement with the Mississippi Transportation Commission concerning the construction and maintenance of the Museum Trail between Laurel Street and Riverside Drive.

Agenda Item No. 24
11.22.2022
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 16, 2022

DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	Memorandum of Agreement regarding Museum Trail between Laurel St and Riverside Dr	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4.	Neighborhood Enhancement
		5.	Economic Development
		6.	Infrastructure and Transportation
		7.	Quality of Life
3.	Who will be affected	Pedestrians and cyclists on the Museum Trail	
4.	Benefits	MOA governing construction and maintenance of Museum Trail between Laurel St and Riverside Dr	
5.	Schedule (beginning date)	Upon approval	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Museum Trail between Laurel St and Riverside Dr (Ward 7)	
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Engineering Division	
8.	COST	No Cost to sign the documents	
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input checked="" type="checkbox"/> ■ Other <input type="checkbox"/>	N/A	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Jordan Hillman
Interim Director

Date: November 16, 2022

Subject: Agenda Item for City Council Meeting

Attached, you will find a resolution that authorizes the Mayor to execute a Memorandum of Agreement with the Mississippi Transportation Commission for the construction and maintenance of the Museum Trail between Laurel Street and Riverside Drive. This is the missing piece from the end of the rail trail section under the I-55 water works bridge at Laurel Street north to Riverside Drive.

The City has a standing agreement with the Jackson Heart Foundation to allow for the foundation to construct the trail and various improvements, then donate said trail and improvements to the City, as well as maintain the trail and improvements. This proposed agreement between the City and MDOT will govern the trail sections that will lie on MDOT right-of-way between Interstate 55 and the J.H. Fewell Water Treatment Plant.

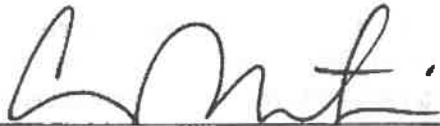
It is the recommendation of this office that this item be approved. If you have any questions, call me at (601) 960-2091.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2719
Jackson, Mississippi 39201-2719
Telephone: (601) 960-1758
Facsimile: (601) 960-1758

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI TRANSPORTATION COMMISSION REGARDING THE CONSTRUCTION AND MAINTENANCE OF MUSEUM TRAIL BETWEEN LAUREL STREET AND RIVERSIDE DRIVE** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel*

11/18/22
DATE

**MEMORANDUM OF AGREEMENT
BETWEEN
THE MISSISSIPPI TRANSPORTATION COMMISSION
AND
THE CITY OF JACKSON, MISSISSIPPI**

This Memorandum of Agreement (this "Agreement") is executed by and between the City of Jackson, located in Hinds County, Mississippi (the "City"), a municipal corporation of the State of Mississippi, acting by and through its City Council and the Mississippi Transportation Commission (the "Commission"), a body corporate of the State of Mississippi, which executes its orders and policies through the Mississippi Department of Transportation (the "MDOT") effective as of the last date of execution hereof.

WITNESS THE FOLLOWING:

WHEREAS, Sections 65-1-27 and 65-1-75 of the Mississippi Code of 1972, authorize the Commission and the City to enter into agreements with each other for the purposes of providing transportation services to the citizens of the City and the State; and,

WHEREAS, the City has developed plans to build and construct a bicycle trail that will be located, in part along and adjacent to the east boundary of the right of way for Interstate 55 near and adjacent to Riverside Drive (the Project); and,

WHEREAS, the City has prepared plans and specifications for the Project and is willing and capable of advertising, letting, managing the Project along with providing construction engineering and inspection services for the Project, then maintaining and operating the Project; and,

WHEREAS, the Commission recognizes that a small area of the Project will encroach upon Commission right of way, but is willing for MDOT to allow the encroachment by permit; and,

WHEREAS, the Commission and the City desire to cooperate and coordinate activities in order to provide recreational and cycling facilities for the citizens of the City and the State; and

WHEREAS, it is understood by all parties that eligibility for certain funding may impose requirements in addition to those contained in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Commission and the City do hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to establish and define the respective responsibilities and obligations of the Commission and the City with respect to the Project.

II. CONTACT PERSONS

It is understood by all parties that the Commission executes all its orders and directives through the Executive Director of the Mississippi Department of Transportation ("MDOT"). It is understood by all parties that the City executes all of its orders and directives through its Mayor.

Unless otherwise notified in writing to the contrary, the appropriate contact person for the Commission for matters pertaining to this Memorandum of Agreement shall be:

**Brad White, Executive Director
Mississippi Department of Transportation
PO Box 1850
401 North West Street
Jackson, Mississippi 39215-1850
Telephone 601-359-7002
Facsimile 601-359-7050**

Unless otherwise notified in writing to the contrary, the appropriate contact person for the City for matters pertaining to this Memorandum of Agreement shall be:

**Chokwe Antar Lumumba, Mayor
City of Jackson
219 South President Street
Jackson, Mississippi 39205
Telephone: 601-960-1084**

III. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

It is understood and agreed that this Agreement is a Memorandum of Agreement, and that its provisions may be superseded by state and federal laws, regulations, rules, and policies.

- A. The Commission hereby covenants, and agrees that it will:**
- 1. Allow the City to construct the Project by permit on the areas that encroach upon Commission right of way for Interstate 55 that is adjacent to the other area of the Project owned by the City as shown on the plans; and**
 - 2. Provide a timely approval of the permit application submitted by the City for the part of the Project that encroaches upon right of way; and**
 - 3. Provide adequate notice to the City in the event that plans are developed for expanded capacity of Interstate 55 and coordinate with the City to accommodate construction and continued use of the Project after construction is completed.**
- B. The City hereby covenants, warrants and agrees that it will:**

1. Remove the improvements that become encroachments upon the right of way upon request made by the Commission through MDOT, solely at the expense of the City.
2. Submit promptly all required documents, plans or other items to MDOT for the permitting process.
3. Be responsible for all maintenance of the Project after the City's contractor is released from the construction contract. Maintenance of the Commission right of way shall be in accordance with MDOT standards.
4. Ensure that the City's contractors have general liability coverage that lists the Commission and MDOT as covered parties or loss payees on the policy.
5. Prohibit the storage of any personal property upon the right of way, including but not limited to hazardous materials, fuel, oil or contaminated material.
6. Promptly pay all costs associated with the construction of the Project.
7. Provide police and security protection for users of the Project.

IV. AMENDMENTS

This Agreement may be amended in writing as mutually agreed upon by the parties.

V. SEVERABILITY

Should any provision of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possibly to do so, the remainder of this Agreement shall remain in full force and effect.

VI. GENERAL PROVISIONS

- A. This Agreement shall be subject to termination only by mutual agreement of the parties.
- B. It is understood that this is a Memorandum of Agreement, and that more specific requirements for the design and construction of the Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The parties agree that each will abide by all such applicable authority.
- C. All contracts and subcontracts shall include a provision for compliance with "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified at Section 71-11-3 the Mississippi Code of 1972, as amended. Under this Act the City and every contractor or subcontractor shall register with

and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603, 110 Stat. 3359, as amended.

VII. RELATIONSHIP OF THE PARTIES

- A.** The Commission and the City are separate public agencies, and each, in accordance with its status as an independent agency, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, or claim to be, an agent, officer, or employee of the other by reason hereof. The employees, agents, and contractors of MDOT and the City will not by reason hereof make any claim, demand, or application for any right or privilege applicable to an officer or employee of the other, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.
- B.** The Commission will not be a party to any contract or subcontract entered into by the City, other than this Agreement, and the City will not be a party to any contract or subcontract entered into by the Commission, other than this Agreement.
- C.** No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.

VIII. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

- A.** The Commission, MDOT, and all of their agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except those specifically stated herein, and have no authority to select, employ, supervise, or control any contractor employed by the City, or any employee, agent, or official of the City, or any of the City's contractors or subcontractors.
- B.** The City and all of its agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except those specifically stated herein, and have no authority to select, employ, supervise, or control any contractor employed by the Commission, or any employee, agent, or official of MDOT.
- C.** In the event that any act or omission on the part of the City or its contractors causes damage to Commission right of way, the City shall be solely responsible for all costs to repair or replace the damaged property.

D. The City will hold the Commission harmless from any claim for damage to the extent allowed by Section 65-1-75(1) of Miss. Code Ann. (1972), as amended.

SO EXECUTED AND AGREED THIS ____ DAY OF _____, 2022.

CITY OF JACKSON, MISSISSIPPI

By: _____
Chokwe Antar Lumumba, Mayor

SO EXECUTED AND AGREED THIS ____ DAY OF _____, 2021.

**MISSISSIPPI TRANSPORTATION
COMMISSION, by and through the duly authorized
Acting Executive Director of the Mississippi
Department of Transportation**

By: _____
Brad White, Executive Director
Mississippi Department of Transportation

Book _____, Page _____ of the Minutes of the Mississippi Transportation Commission

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB 227 DIGITAL COPIER TO BE USED BY THE MAINTENANCE SUPPLY WAREHOUSE FOR THE DEPARTMENT OF PUBLIC WORKS

OFFICE OF THE CITY ATTORNEY
11-18-2022

WHEREAS, the Maintenance Supply Warehouse for the Department of Public Works desires to enter into a 48-month rental agreement for a multifunction copier machine; and

WHEREAS, Advantage Business Systems provides a Konica Minolta Bizhub 227 Digital Copier with auxiliary equipment through State of Mississippi Contract #8200062059 at a cost of \$103.85 per month, plus a copy overage charge of \$0.0079 per black and white copy over 1,500 per month, and including maintenance for all parts, except paper and staples; and

WHEREAS, Advantage Business Systems has an office located in the City of Jackson, Mississippi; and

WHEREAS, the Department of Public works recommends the approval of a contract with Advantage Business Systems for a Konica Minolta Bizhub 227 Digital Copier.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the necessary documents with Advantage Business Systems providing for a 48-month rental for a Konica Minolta Bizhub 227 Digital Copier with auxiliary equipment through State of Mississippi Contract #8200062059 at a cost of \$103.85 per month, plus a copy overage charge of \$0.0079 per black and white copy over 1,500 per month, and including maintenance for all parts, except paper and staples.

Agenda No. 25
11.22.2022
(Hillman, Lumumba)

MEMORANDUM

PUBLIC WORKS DEPARTMENT

Department of Public Works Administrative

TO: Chokwe Antar Lumumba, Mayor

FROM: Jordan Hillman, Director of Public Works

DATE: Sept 15, 2022

RE: 48/ Month Rental Agreement with Advantage Business Systems

State of Mississippi Contract 8200062059

The rental agreement with Advantage Business System has expired. Through state contract 8200062059 will provide a new copier the Biz Hub 227 digital copier at a monthly rental of \$92.00.

Advantage Business Systems will include maintenance and all supplies except paper and staples and includes 1,500 b/w copies and overages to be billed at .0079 per copy all over 1,500. The Biz Hub 227 digital copier will speed output and enhance workflow. The copier is needed to meet the requirement of processing PER'S, Request for payment, and Vendor invoices efficiently.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

Sept 15, 2022
DATE

POINTS		COMMENTS					
1.	Brief Description/Purpose	Order authorizing the Mayor to execute a 48-Month rental agreement with Advantage Business Systems for digital imaging systems with maintenance, to be used by Maintenance Supply Warehouse, a Division of Public Works					
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	7. Quality of Life					
3.	Who will be affected	Customers of City Services					
4.	Benefits	Photo copies for documents to be distributed and filed within the City of Jackson. Communication between vendors.					
5.	Schedule (beginning date)	Scheduled Date Following Council Approval					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City Wide: No The Maintenance Supply Division 4225 B Michael Avalon Drive Jackson, Ms. 39209					
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works - Maintenance Supply Division					
8.	COST	\$92.00 / for monthly rental and maintenance					
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Maintenance Supply Inventory # 031-522156514					
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		AABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		WBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		HBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		NABE	_____ %	WAIVER	yes _____	no _____	N/A _____

Office of the City Attorney


OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2179
Jackson, Mississippi 39202-2179
Telephone: (601) 960-1777
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB 227 DIGITAL COPIER TO BE USED BY THE MAINTENANCE SUPPLY WAREHOUSE FOR THE DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.



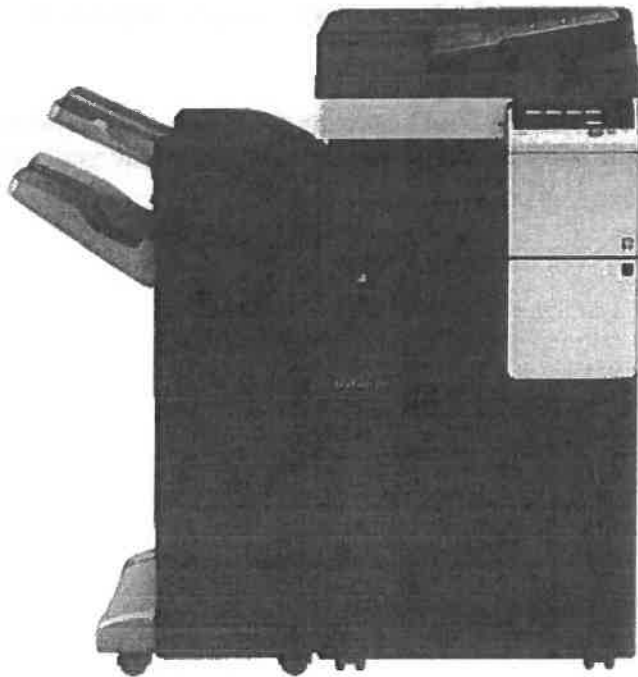
Catoria P. Martin, CITY ATTORNEY

Terry Williamson, Legal Counsel 

11/16/22
DATE

Proposal for:

City of Jackson
Maintenance Supply Warehouse



**Advantage Business
Systems**

**5442 Executive Place
Jackson, MS 39206**

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



September 13, 2022

City of Jackson
Maintenance Supply Warehouse

Enclosed please find the information on the Konica Minolta Bizhub 227 black/white copier. I have put into the proposal, pricing from our manufacturer for State of MS Contract # 8200062059.

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

Thanks again for the opportunity,

Sincerely,

A handwritten signature in cursive script that reads 'Donna May'.

Donna May
Senior Account Executive
Advantage Business Systems

Konica Minolta Overview

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

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

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

Advantage Business Systems Overview

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

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

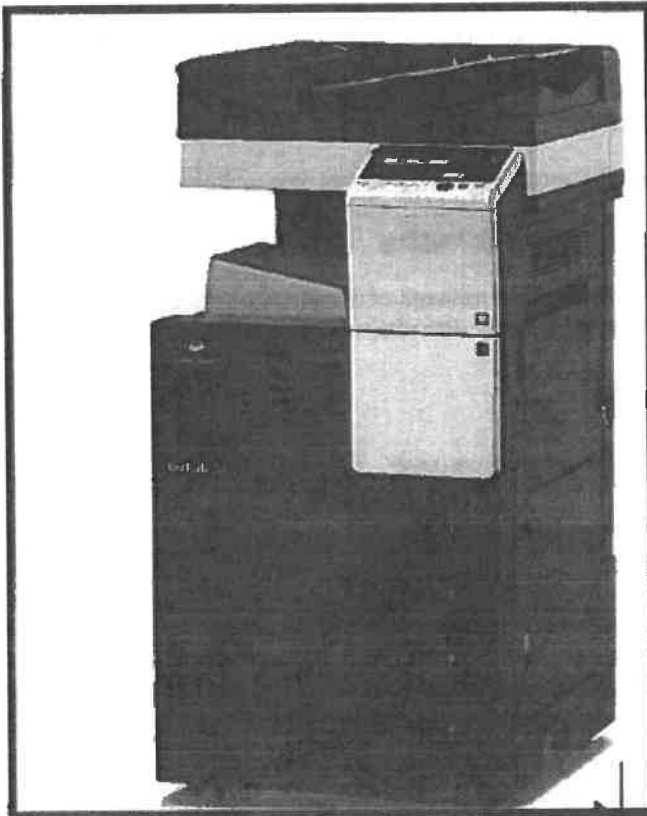
The service we provide is backed by our Performance Uptime Guarantee, which insures that your equipment is as productive as possible.

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

PROPOSED CONFIGURATION

The following Minolta Bizhub 227 Digital B/W System provides these features:

- 22 pages per minute copying
- 45 ppm Automatic duplexing document feeder w/ 100 sheet capacity
- First copy output in 5.3 seconds or less
- 600 x 600dpi scanning
- **Warm up time of 15 seconds**
- 2 x 500 sheet paper drawers, 100 sheet bypass
- Polymerized toner system
- Super 3G Fax
- 250 GB HDD
- Standard and custom paper size support up to 11" x 17"
- Color Display with tablet-like interface
- Standard Printing
- Standard Color Scanning
- Print from iPad, iPhone or Android device with PageScope App



48 Month Rental: \$92.00

Maintenance

Maintenance Program Includes:

- All toner cartridges
 - All other consumables except paper & staples
 - All parts, drums, labor and service calls
 - Preventative maintenance procedures
 - Unlimited on-site customer training
 - Can be billed monthly, quarterly or annually
-
- *(based on single sided, letter sized image)*

Maintenance billed @ \$11.85
to include 1500 copies per month and overages billed @.0079

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

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

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

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

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

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

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

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

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

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

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

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

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

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

8. **PAYMENTS:**

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

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

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

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

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

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

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

10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**

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

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

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

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

which the Customer shall not unreasonably withhold.

12. **ALTERATIONS, ATTACHMENTS, AND SUPPLIES:**

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

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

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

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

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

For the Vendor:

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

For the Customer:

City of Jackson (Maintenance Supply Warehouse)
Name Pat
Title Office Coordinator
Address 4225 B Michael Avalon
City, State, & Zip Code Jackson, MS 39205

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor: Advantage Business Systems

By: 
Authorized Signature

Printed Name: Donna May

Title: Account Executive

WITNESS:

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

Customer: _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

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

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

State Contract Number: 8200062059

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson (Maintenance Supply Warehouse)

Bill to Address: P O Box 17, Jackson, MS 39205-0017

Ship to Address: 4225 B Michael Avalon
Jackson, MS 39205

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Bizhub 227 DF628 Document Feeder DK513 Desk FK513 Fax	\$92.00

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48 months

Start Date:

End Date:

Modifications: Maintenance billed @ \$11.85 per month and includes 1500 copies per month. and overages billed @ .0079

Donna May
Vendor Signature

Customer Signature

ORDER AUTHORIZING THE MAYOR TO CHANGE ORDER #3 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE O.B. CURTIS WATER TREATMENT MEMBRANE FILTER BUILDING PROJECT, DWI-L250008-02

OFFICE OF THE CITY ATTORNEY
11-22-2022

WHEREAS, the City of Jackson executed a contract with Hemphill Construction Company, Inc. for the O.B. Curtis Membrane Filter Building; and

WHEREAS, during construction, multiple issues were identified that require a change order to correct; and

WHEREAS, the proposed Change Order #3 would result in an increased amount not to exceed \$623,064.19 with 120 additional working days added to the contract; and

WHEREAS, the Department of Public Works recommends acceptance of Change Order#3 to the contract Hemphill Construction Company, Inc.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Chagne Order #3 to the contract of Hemphill Construction Company, Inc. for the O.B. Curtis Water Treatment Membrane Filter Building Project, DWI-L250008-02, increasing the contract by an amount not to exceed \$623,064.19 and increasing the contract time by 120 working days.

Agenda No. 26
11.22.2022
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET November 2, 2022

DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Order authorizing the Mayor to execute Change Order #3 with Hemphill for the OB Curtis Membrane Filter Building Project
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life
3.	Who will be affected	City Surface Water System Customers
4.	Benefits	Improvements at OB Curtis Water Treatment Plant
5.	Schedule (beginning date)	After approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City Surface Water System
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	COST	Adds \$623,064.19 to the contract amount. New contract amount: \$3,879,956.52 Add 120 working days to the contract time. New contract time is 697 working days.
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Drinking Water SRF Loan DWI-L250008-02
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Jordan Hillman
Interim Director
Date: November 2, 2022
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute Change Order #3 to the contract with Hemphill for the O.B. Curtis Water Treatment Plant project. Attached to this memo is a letter from Mauricka McKenzie with Cornerstone Engineering that details the issues incorporated in Change Order #3.

The proposed change in contract amount is an increase of \$623,064.19 to \$3,879,956.52. 120 additional working days will be added to the contract. The cost increase will be paid for out of remaining unspent loan funds in DWI-L250008-02.

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.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1753

OFFICE OF THE CITY ATTORNEY
NOV 3 2022

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO CHANGE ORDER #3 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE O.B. CURTIS WATER TREATMENT MEMBRANE FILTER BUILDING PROJECT, DWI-L250008-02** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY
Terry Williamson, Legal Counsel 

11/3/22

DATE

Change Order

No. 3

Date of Issuance: October 3, 2022 Effective Date: _____

Project: OB Curtis Water Treatment Plant Membrane Filter Building Project	Owner: City of Jackson	Owner's Contract No.: DWI- L250008-02
Contract: #3	Date of Contract: January 29, 2021	
Contractor: Hemphill Construction Company, Inc.		Engineer's Project No.: 20-04

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1. Storm drain modifications, chemical basin reconstruction, superstructure design change, membrane flocculation repair prior to enclosure erection, etc.

Attachments (list documents supporting change):

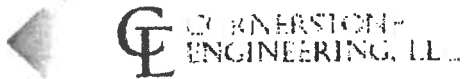
See the attached correspondence for additional information.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

<p>Original Contract Price:</p> <p style="margin-left: 40px;"><u>\$3,142,395.00</u></p> <p>[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u>:</p> <p style="margin-left: 40px;">\$ <u>114,497.33</u></p> <p>Contract Price prior to this Change Order:</p> <p style="margin-left: 40px;"><u>\$3,256,892.33</u></p> <p>[Increase] [Decrease] of this Change Order:</p> <p style="margin-left: 40px;"><u>\$623,064.19</u></p> <p>Contract Price incorporating this Change Order:</p> <p style="margin-left: 40px;"><u>\$3,879,956.52</u></p>	<p>Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days</p> <p style="margin-left: 40px;">Substantial completion (days or date): <u>180 days</u></p> <p style="margin-left: 40px;">Ready for final payment (days or date): <u>200 days (9/24/21)</u></p> <p>[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u>:</p> <p style="margin-left: 40px;">Substantial completion (days): <u>407 days</u></p> <p style="margin-left: 40px;">Ready for final payment (days): <u>427 days (4/19/2022)</u></p> <p>Contract Times prior to this Change Order:</p> <p style="margin-left: 40px;">Substantial completion (days or date): <u>547 days</u></p> <p style="margin-left: 40px;">Ready for final payment (days or date): <u>577 (9/16/22)</u></p> <p>[Increase] [Decrease] of this Change Order:</p> <p style="margin-left: 40px;">Substantial completion (days or date): <u>120 days</u></p> <p style="margin-left: 40px;">Ready for final payment (days or date): <u>697 days (1/15/23)</u></p> <p>Contract Times with all approved Change Orders:</p> <p style="margin-left: 40px;">Substantial completion (days or date): <u>667 days</u></p> <p style="margin-left: 40px;">Ready for final payment (days or date): <u>697 days (1/15/23)</u></p>
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<p>RECOMMENDED:</p> <p>By: <u>[Signature]</u></p> <p style="margin-left: 40px;">Engineer (Authorized Signature)</p> <p>Date: <u>10/3/22</u></p> <p>Approved by Funding Agency (if applicable):</p> <p>_____</p>	<p>ACCEPTED:</p> <p>By: _____</p> <p style="margin-left: 40px;">Owner (Authorized Signature)</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: <u>[Signature]</u></p> <p style="margin-left: 40px;">Contractor (Authorized Signature)</p> <p>Date: <u>10/5/2022</u></p> <p>Date: _____</p>
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October 3, 2022

City of Jackson
Attn: Mayor Chokwe A. Lumumba
P.O. Box 200
Jackson, MS 39201

REFERENCE: **CHANGE ORDER #3 JUSTIFICATION**
PROPOSED OB CURTIS WTP MEMBRANE BUILDING ENCLOSURE
PROJECT
CITY OF JACKSON

Cornerstone Engineering Project No. 20-04

Dear Mayor Lumumba:

This letter is submitted to provide an explanation of why change order #3 is needed. There are several reasons. The reasons for the change order are listed below for your consideration:

- First, there are storm drain modifications that are required due to unforeseen subsurface conditions that were discovered during construction. Additional duct bank utilities were discovered by the contractor in the pathway of our proposed gravity storm drainage system which caused a conflict. The contractor's engineer developed a revised drainage pipe installation plan as shown on the attached drawings. The storm drainpipe installation is necessary to handle the increased rainwater runoff caused by the new building at the membrane plant. Without the storm drain installation, there is a high risk for the existing lower-level storm drain inlets and pipes at the membrane plant to become overloaded due to the existing infrastructure being undersized. Without the storm drain modifications, there is an increased chance of floodwater flowing inside the membrane plant building and threatening the sensitive electrical equipment located on the first floor of the membrane plant. Therefore, storm drain modifications are necessary. The cost for the storm drainage system change is \$244,877.69.
- Secondly, the secondary containment basins required more extensive rehab due to the existing concrete substrate being supersaturated with corrosive chemicals which would cause the new protective coatings to not bond properly. Therefore, additional surface preparation was warranted beyond normal surface preparation procedures as recommended by the coating manufacturer. The cost for the extra concrete coating change is \$11,925.46.
- Thirdly, there were unforeseen chemical feed lines that had to be relocated near the north footing to facilitate the building foundation construction. This work has been completed already to keep the foundation construction progressing. The cost for the chemical feed line relocation is \$5,508.04.

600 E. Northside Drive
Clinton, MS 39056
601-473-2403 o

- Fourthly, there is a small diameter (6") permanent drainage pipe that needed to be installed through the new foundation on the west side of the membrane plant to drain the accumulation of water in the new concrete paving. This pipe has already been installed to keep the paving work progressing. The cost for the small drainage pipe installation is \$6,228.75.
- Fifthly, there was a small diameter water supply line (2") that was leaking at the area where the new concrete pavement was to be installed for the new building. The pipe had been leaking for some time prior to starting the project due to a faulty shutoff valve. The maintenance staff at the plant was notified but was unavailable to repair the leak due to other high-priority tasks requiring their full attention. The leak has already been repaired in order to keep the paving work progressing. The cost for the water leak repair is \$3,177.40.
- Sixthly, there were assessments and repairs needed for the membrane flocculator motors to determine malfunction. It was determined by the water plant staff, engineer and contractor that repairs are needed for the membrane plant flocculators which will be housed in the new building. The cost to perform the membrane flocculator repair work is \$35,187.39.
- Seventhly, there were additional modifications and communication adjustments needed in the field for the new water treatment analyzers as part of the original new building scope of work. The water treatment equipment is required for the soda ash chemical feed automation process. There was additional electrical wiring, fan relocations, and conduit installation needed to complete the setup. The cost for the electrical adjustments is \$81,305.60.
- Furthermore, a building roof geometry reconfiguration was considered during the contractor's submittal process. The building contractor incurred additional costs to redesign the roof structure to improve the roof geometry and pitch for handling extra ice and snow loads. The contractor's redesign and material cost increase are \$180,108.52.
- Our contractor was unable to power up the new light fixtures due to a missing transformer that was not included in the project plans as well as some additional communication wiring that is needed to monitor the turbidity analyzers. The cost for these electrical adjustments \$54,745.34.

In summary, the itemized details from the contractor (Hemphill Construction Company, Inc.) are provided in the attachments. The total change order #3 amount for your consideration is \$623,064.19.

We hope this provides a better understanding of why this change order is being presented. If you have any questions in the interim, please feel free to contact me at (601) 473-2403.

Sincerely,



Mauricka McKenzie, Sr., P.E., BCEE
Project Engineer

Cc: Jordan Hillman, PWD
Robert Lee, P.E.

Attachment

OFFICE OF THE CITY ATTORNEY
James Martin

ORDER AUTHORIZING PAYMENT OF \$3,890.62 TO WILLIE BRUCES ROSS AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM.

IT IS HEREBY ORDERED that payment in the amount of \$3,890.62 be made to Willie Bruce Ross as full and complete settlement for any and all claims for damages due to property damage that occurred on April 06, 2022.

APPROVED FOR AGENDA:

Agenda No. 27
11.22.2022
(C.Martin, Lumumba)

11/08/2022
{TBP}

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/08/2022
DATE

POINTS		COMMENTS								
1.	1. Brief Description/Purpose	ORDER AUTHORIZING PAYMENT OF \$3,890.62 TO WILLIE BRUCE ROSS AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM								
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A								
3.	Who will be affected	City of Jackson								
4.	Benefits	N/A								
5.	Schedule (beginning date)	N/A								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A								
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney								
8.	COST	\$3,890.62								
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>									
10.	EBO participation	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 City Attorney

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

OFFICE OF THE CITY ATTORNEY
[Handwritten Signature]

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT OF \$3,890.62 TO WILLIE BRUCE ROSS AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM** is legally sufficient for placement in NOVUS Agenda.

[Handwritten Signature]

Catoria Martin, *City Attorney*

11/16/22

DATE

[Handwritten Signature]

Carrie Johnson, *Senior Deputy City Attorney*

11/14/2022

DATE

MEMO

OFFICE OF THE CITY ATTORNEY

**TO: Chokwe Antar Lumumba, Mayor
City of Jackson**

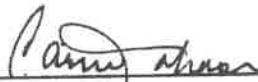
DATE: November 08, 2022

RE: Settlement of Property Claim for Willie Bruce Ross {14557-DT}

Claimant states on 4/6/22, he was traveling on Pleasant Ave near Elm St when he struck a pothole, later determined to be a cave-in causing damage to the front driver tire, lower & upper A-frame on his 2008 GMC Sierra pickup truck. According to a printout from the City of Jackson Code of Ordinances (Chapter 118), it was concluded that the speed limit is 25 mph. Claimant provided two (2) estimates, both showing vehicle as totaled. Based on fair market value (\$5,187.50) and assuming claimant's percentage of fault is 25%, the remaining percentage of fault and sum to be paid in the amount of \$3,890.62.

Received Paved Streets response which states: After investigating the above-mentioned location and file, it shows on 9/12/21, we had a complaint for this location; we had prior knowledge.

Pursuant to the attached memo from Carrie Johnson, Senior Deputy City Attorney, it is hereby recommended that the City settles this claim for \$3,890.62. The settlement amount represents the amount negotiated by the Risk Management Department to settle this claim.



**Carrie Johnson, Senior Deputy City Attorney
Office of the City Attorney**

CJ/tbp

Attachments

THE CITY OF
JACKSON
MISSISSIPPI
OFFICE OF THE CITY ATTORNEY
Risk Management Division

October 18, 2022

Willie B. Ross
506 Rose St
Jackson, MS 39203-2948

RECEIVED

OCT 26 2022

RE: Claim for Damages against the City of Jackson
Claim Number: 14557
Date of Incident: 4/6/2022
Description of Claim: Property Damage

RISK MANAGEMENT

Dear Mr. Ross:

On April 14, 2022, the Risk Management Division received your claim regarding damage allegedly sustained to your property on April 6, 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 \$3,890.62. 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 601-960-1738.

Sincerely,



Dornice W. Thurman, Claims Investigator
Risk Management Division

Acknowledgement and Receipt Section

I, Willie B. Ross, 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.

Willie B Ross
Signature

10-23-22
Date

Jackson Police Department, MS
INCIDENT FIELD SUPPLEMENT

INCIDENT# **2022-00038120**

EVENT	INCIDENT TYPE Accident		LOCATION Mobile FR Street Pre Type PLEASANT AVE Mobile FR Street Pre Type ELM ST JACKSON, MS 39203
	INCIDENT DATE/TIME 4/6/2022	DISPATCH DATE/TIME 20:17	ARRIVED DATE/TIME

SUBJECT	SUBJECT JACKET/RROLE Adult Caller		NAME (LAST, FIRST, MIDDLE SURFIX) Ross, Willie Bruce					
	DOB [REDACTED]		ADDRESS (STREET, CITY, STATE, ZIP) [REDACTED]					
	RACE Black		SEX Male	HEIGHT 5'10"	WEIGHT 234	HAIR BLK	EYE BRO	
	DL NUMBER/STATE [REDACTED] / MS		PRIMARY PHONE (601) [REDACTED]		EMAIL			

SUBJECT	SUBJECT JACKET/RROLE		NAME (LAST, FIRST, MIDDLE SURFIX)					
	DOB		ADDRESS (STREET, CITY, STATE, ZIP)					
	RACE		SEX	HEIGHT	WEIGHT	HAIR	EYE	
	DL NUMBER/STATE		PRIMARY PHONE		EMAIL			

VEHICLE	VEHICLE ROLE Victim			STYLE PICKUP TRUCK			
	VEH YR 2008	TYPE/MAKE/MODEL General Motors Corp. SIERRA		TOP COLOR White		BOTTOM COLOR White	
	PLATE / STATE HN5 4448 / MS		VIN 1GTEC14C08E162121	ADDITIONAL DESCRIPTIVE INFORMATION			

INCIDENT - SUPPLEMENTAL NARRATIVE

On April 6, 2022 at approximately 2030 hours, I Corporal Ford was dispatched to Pleasant Ave near Elm St in reference to a vehicle collision.

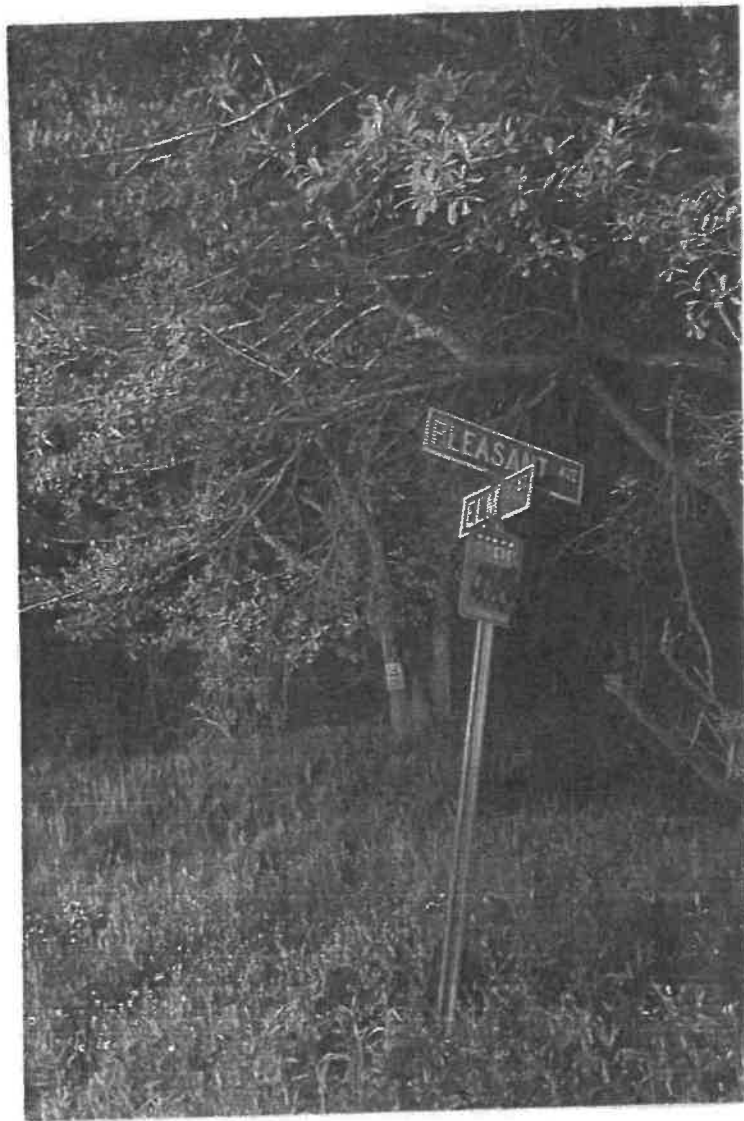
Upon my arrival, I spoke to a black male identified as Willie Bruce Ross. The complainant stated he was traveling south on Pleasant Ave when he struck a hole in the road. The complainant stated he attempted to avoid an oncoming ATV. The complainant's white in color 2008 GMC Sierra sustained front driver side wheel damage.

RECEIVED
AUG 15 2022
RISK MANAGEMENT

ADDITIONAL SUBJECTS, VEHICLES AND NARRATIVE MAY BE PRINTED ON FOLLOWING PAGES

REPORTING OFFICER Ford	DATE 4/6/2022	REVIEWED BY Henderson, Janice	06/24/2022
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J.D. POWER



NADAguides Value Report 5/16/2022

2008 GMC Sierra 1500 Extended Cab SL 2WD

[↻ CHANGE CAR](#) [⊕ COMPARE](#)

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$6,150	\$7,375	\$8,400	\$11,250
Mileage (197,450)	-\$2,700	-\$2,700	-\$2,700	-\$2,700
Total Base Price	\$3,450	\$4,675	\$5,700	\$8,550

Options

Price + Options	\$3,450	\$4,675	\$5,700	\$8,550
------------------------	----------------	----------------	----------------	----------------

Sell my car fast. [Get Offer.](#)

BJ Recovery & Towing
 Clinton, MS
 601-448-3662

Road Service

DATE	4/6/22	TIME	1:45 A.M.	REQUESTED BY		P.O. NO.	
NAME	Bruce Ross			PHONE			
ADDRESS	506 Rose St.						
CITY	Jackson			STATE	MS	ZIP	39203
LOCATION OF VEHICLE	Pleasant Ave. + Elm St.						
YEAR, MAKE, MODEL	2008 GMC Sierra		COLOR	White	DRIVER	JAME	
STATE	LIC. PLATE NO.	VEHICLE I.D. NO.	REGISTERED OWNER				
	MS 4448		JAME				
MILEAGE	SERVICE TIME		EXTRA PERSON				
FINISH	FINISH		FINISH				
START	START		START				
TOTAL	TOTAL		TOTAL				
RECEIVED							
REASON FOR TOW							
<input type="checkbox"/> ACCIDENT		<input type="checkbox"/> ABANDONED		<input type="checkbox"/> FLAT TIRE		SPECIAL EQUIPMENT	
<input type="checkbox"/> ARREST		<input type="checkbox"/> STOLEN CAR		<input type="checkbox"/> OUT OF GAS		<input type="checkbox"/> SINGLE LINE WINCHING	
<input type="checkbox"/> UNREGISTERED		<input checked="" type="checkbox"/> BREAK DOWN		<input type="checkbox"/> RISK MANAGER		<input type="checkbox"/> DUAL LINE WINCHING	
<input type="checkbox"/> TOW ZONE		<input type="checkbox"/> LOCK OUT		<input type="checkbox"/> SCOTCH BLOCKS		<input type="checkbox"/> SWITCH BLOCKS	
<input type="checkbox"/> SNOW REMOVAL		<input type="checkbox"/> START		<input type="checkbox"/> DOLLY			
TYPE OF TOW		TOWED PER ORDER OF		VEHICLE TOWED TO			
<input type="checkbox"/> SLING/HOIST TOW		<input type="checkbox"/> STATE POLICE		FIRST TOW			
<input checked="" type="checkbox"/> FLAT BED/RAMP		<input checked="" type="checkbox"/> LOCAL POLICE		SECOND TOW			
<input type="checkbox"/> WHEEL LIFT		<input type="checkbox"/> OWNER					
<input type="checkbox"/>		<input type="checkbox"/> DEALER					
STORAGE FROM				TOWING CHARGE 150.00			
TO _____ DAYS @ \$ _____				MILEAGE CHARGE			
PAID BY				EXTRA PERSON			
<input checked="" type="checkbox"/> CASH		<input type="checkbox"/> CHECK		SPECIAL EQUIPMENT			
<input type="checkbox"/> CREDIT CARD		<input type="checkbox"/> MC		LABOR CHARGE			
<input type="checkbox"/> VISA		<input type="checkbox"/> AMEX		STORAGE			
EXP. DATE _____		DRIVERS LIC. NO. _____		SUB-TOTAL			
CC NO. _____		OPERATOR'S SIGNATURE		TAX			
		DATE 4		TOTAL 150.00			
TRUCK NO. 01		AUTHORIZED SIGNATURE					
VEHICLE RELEASED TO		DATE					

0005

Not responsible for loss or damage to vehicle in case of fire, theft or any other cause beyond our control.

Thank You

PRODUCT 2525

TK AND S AUTO REPAIR
 905 MILK JR. DR
 JACKSON, MS 39204

NAME Willie Ross PHONE 601 287-4064
 ADDRESS 506 ROSE ST
 CITY, STATE, ZIP JACKSON, MS 39203
 2ND AUTHORIZED NAME _____ PHONE _____

MATERIAL: ALL PARTS NEW UNLESS SPECIFIED: U-USED, R-REBUILT, RC-RECONDITIONED

QTY.	PART NO.	NAME OF PART	PRICE	WARRANTY Y/M
1		Towing Inspection	\$25.00	
6		BROKEN Lower CONTROL ARM		
3		UPPER CONTROL ARM BROKEN		
4		INNER AND OUTER TIE ROD END CAPS		
5		OUTER TIE END BROKEN		
6		FRAME WAS DAMAGED UNREPAIRABLE		
6		VEHICLE NO REPAIRABLE PARTS		

CUSTOMER'S INFORMATION

RECEIVED (DATE & TIME) 1:00 PM A.M. CUSTOMER'S ORDER NO. _____ PROMISED (DATE & TIME) _____ A.M. P.M.

YEAR • MAKE • MODEL 2008 GMC SURRIA SERIAL #/VIN 1GTEC14C
 MOTOR # 43 LITE
 LICENSE NO. _____ ODOMETER _____ WRITTEN BY Rickey

LUBE OIL CHANGE FLUSH TRANS. FLUSH DIFF. WASH POLISH

CHARGE FOR HAZARDOUS OR OTHER WASTE REMOVAL*
RECEIVED
 AUG 21 2022
 RISK MANAGEMENT INSURANCE \$2500
 INSPECTION \$150

MECHANICS RECOMMENDATIONS
This vehicle is UNREPAIRABLE due to much frame damage

METHOD OF PAYMENT:
 CHECK CHARGE CASH

LABOR:
 FLAT RATE HOURLY BOTH

RETAIN PARTS DESTROY PARTS

AUTHORIZED BY Willie Ross

Daily Storage fee after repair work has been completed and customer has been notified. No charges shall accrue or be due and payable for a period of 3 working days from date of notification.

LABOR ONLY
 PARTS
 ACCESSORIES
 GAS, OIL & GREASE
 MISC. MERCHANDISE
 SUBLET REPAIRS
 STORAGE FEE \$200.00
 TAX
TOTAL ▶ \$475.00

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN:
 I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, INCLUDING A COMPLETION DATE, IF MY FINAL BILL WILL EXCEED \$100. (\$50 in MD)

I REQUEST A WRITTEN ESTIMATE. THE FINAL BILL MAY NOT EXCEED THIS ESTIMATE WITHOUT MY WRITTEN APPROVAL.

I DO NOT REQUEST A WRITTEN ESTIMATE, AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

I DO NOT REQUEST A WRITTEN ESTIMATE.

You are entitled by law to the return of all parts replaced, except those for which there is a core charge, unless you agree otherwise by initialing the following: _____ I do not desire the return of any of the parts that are replaced during the authorized repairs.

Estimate good for 30 days. Not responsible for damage caused by theft, fire, or acts of nature. I authorize the above repairs, along with any necessary materials. I authorize you and your employees to operate my vehicle for the purpose of testing, inspection, and delivery at my risk. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of the repairs thereto. If I cancel repairs prior to their completion for any reason, a tear-down and reassembly fee of \$_____ will be applied.

*Checked lines apply (Preparer must check at least one):
 _____ This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.
 _____ This amount includes a charge of \$_____, which is required under _____ law.

SIGNED August 19, 2022
Rickey
 adams GT3870 09-11

AND S. AUTO REPAIR
 903 MLK JR DRIVE
 JACKSON MS

NAME Willie Ross PHONE 601-287-4064
 ADDRESS 506 ROSE ST
 CITY, STATE, ZIP JACKSON MS 39203
 2ND AUTHORIZED NAME _____ PHONE _____

MATERIAL: ALL PARTS NEW UNLESS SPECIFIED: U-USED, R-REBUILT, RC-RECONDITIONED

QTY	PART NO.	NAME OF PART	PRICE	WARRANTY
1		BROKEN LOWER CONTROL ARM		
2		BROKEN BRAKE LINE		
3		BROKEN UPPER CONTROL ARM		
4		FRAM BENT		
5		TRECH TOTAL OUT		
TOTAL PARTS				

CUSTOMER'S INFORMATION

RECEIVED (DATE & TIME) A.M. / P.M. CUSTOMER'S ORDER NO. PROMISED (DATE & TIME) A.M. / P.M.

YEAR • MAKE • MODEL SERIAL #/VIN

LICENSE NO. ODOMETER MOTOR #

WRITTEN BY

LUBE OIL CHANGE FLUSH TRANS. FLUSH DIFF. WASH POLISH

CHARGE FOR HAZARDOUS OR OTHER WASTE REMOVAL*

RECEIVED

APR 14 2022

MECHANICS RECOMMENDATIONS

INSPECTION DONE DRIVE SIDE

Estimated cost \$ _____ Estimate Charge _____ Basis for Charge _____

RISK MANAGEMENT DIVISION

METHOD OF PAYMENT:
 CHECK CHARGE CASH

LABOR
 FLAT RATE HOURLY BOTH

RETAIN PARTS DESTROY PARTS

AUTHORIZED BY WILLIE BRUCE ROSS

Daily Storage fee after repair work has been completed and customer has been notified. No charges shall accrue or be due and payable for a period of 3 working days from date of notification.

GUARANTEED ITEM(S) _____

GUARANTEE EFFECTIVE UNTIL: TIME _____ MILEAGE _____

LABOR ONLY \$75.00

PARTS _____

ACCESSORIES _____

GAS, OIL & GREASE _____

MISC. MERCHANDISE _____

SUBLET REPAIRS _____

STORAGE FEE _____

TAX _____

TOTAL \$75.00

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN:
 I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, INCLUDING A COMPLETION DATE, IF MY FINAL BILL WILL EXCEED \$100. (\$50 in MD)

- I REQUEST A WRITTEN ESTIMATE. THE FINAL BILL MAY NOT EXCEED THIS ESTIMATE WITHOUT MY WRITTEN APPROVAL.
- I DO NOT REQUEST A WRITTEN ESTIMATE, AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.
- I DO NOT REQUEST A WRITTEN ESTIMATE.

*Checked lines apply (Preparer must check at least one):

- This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.
- This amount includes a charge of \$ _____, which is required under _____ law.

You are entitled by law to the return of all parts replaced, except those for which there is a core charge, unless you agree otherwise by initialing the following: _____ I do not desire the return of any of the parts that are replaced during the authorized repairs.

Estimate good for 30 days. Not responsible for damage caused by theft, fire, or acts of nature. I authorize the above repairs, along with any necessary materials. I authorize you and your employees to operate my vehicle for the purpose of testing, inspection, and delivery at my risk. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of the repairs thereto. If I cancel repairs prior to their completion for any reason, a tear-down and reassembly fee of \$ _____ will be applied.

SIGNED APR 11 2022
 DATE Willie Ross

J + S Custom Paint
930 Broadway Ave
Sackville, NS B9209

RECEIVED

3567

AUG 24 2022

Estimate of Auto Repairs

RISK MANAGEMENT
AS LISTED FOR LABOR AND MATERIALS
VERBAL AGREEMENTS NOT BINDING - ESTIMATES FREE

PH # 601-869 3610

OWNER: BRUCE ROSS PHONE NO.: 601-287-9044 DATE: _____
 ADDRESS: 1016 NORTH SIDE PLAZA EST. NO.: _____
 INSURANCE CO.: NEW HAVEN 39345 PHONE NO.: _____ ORDER NO.: _____
 ADDRESS: _____ LICENSE NO.: 801322218

YEAR/MAKE: 2008 SIERRA MILEAGE: 17154-2 MOTOR NO.: V-8 VIN: 1GTEC1400BE162121

QUANTITY	DESCRIPTION OF LABOUR OR MATERIAL	LABOUR	MATERIAL	TOTAL
1	Rt Rotor	85.00		
1	Rt Hub ASBY	105.00		
1	Rt RIM	305.00		
1	Rt TIRE	125.00		
1	FRONT Bumper cover	305.00		
1	Rt Head Lamp	350.00		
1	Rt SHOCKS	95.00		
1	Rt LOWER A ARM	276.00		
	NOTE!! FRAME HAS SOME			
	MAJOR DAMAGE !!			2500.00
	Labour installation =>			1200.00
	NOTE!! TRUCK IS TOTAL			
	do to Damage			
				1300.00

PARTS PRICES BASED ON STANDARD CATALOGUE PROCUREMENT PRICES SUBJECT TO CHANGE WITHOUT NOTICE
 PROH. REWIND AND DELIVERY CHARGES MAY BE ADDED FOR SPECIAL ORDER OR ITEMS NOT AVAILABLE LOCALLY

**OLD PARTS REMOVED FROM CARS WILL BE JUNKED UNLESS OTHERWISE INSTRUCTED IN WRITING.
 THE ABOVE IS AN ESTIMATE BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR WHICH MAY BE
 REQUIRED AFTER THE WORK HAS BEEN OPENED UP. OCCASIONALLY, AFTER WORK HAS STARTED, WORK PARTS ARE DISCOVERED
 WHICH ARE NOT EVIDENT ON FIRST INSPECTION. BECAUSE OF THIS, THE ABOVE PRICES ARE NOT GUARANTEED**

ESTIMATED BY: _____ ESTIMATE APPROVED BY: _____

AUTHORIZED AND ACCEPTED BY OWNER OR AGENT: _____ DATE: _____

TOTAL LABOR: 3700.00
 TOTAL MATERIALS: 1300.00
 TAX: 520.00
 PAID OUT - TOW & STORAGE: _____
 SUBLET REPAIRS: _____
 TOTAL: 5520.00

J. S. Custom Paint
 930 Baidy Ave
 Jackson, MS 39203
 601-968-6610

MATERIAL USED		QTY.	PART NO.	DESCRIPTION	PRICE	QUANTITY
				RT Rotor	95.00	
				RT Hub Assy	125.00	
				RT Rim	325.00	
				RT TIRE	125.00	
				Front Bumper	365.00	
				COVER		
				RT Headlamp	95.00	
				RT Shock	95.00	
				RT Lower A		
				FRAME	276.00	
RECEIVED						
OUTSIDE REPAIRS MAY 26 2008						
RISK MANAGEMENT						
BROUGHT FORWARD						
TOTAL PARTS						
ACCESSORIES						
LABOR INSTALLED						
PARTS 1800.00						
TOTAL ACCESSORIES						

NAME BRUCE ROSS	PHONE
ADDRESS 100 NORTHSHORE PLAZA	
2ND AUTHORIZED NAME KLETON MS 39345	PHONE 601-297-4068
MAKE SILVERADO	YEAR 2008
SERIAL # 1GTEC14008562A	ENGINE NO. V-8
ODOMETER 17254-2	LICENSE NO. 8D1322218
TERMS	ORDER WRITTEN BY MIC ROSS
PHONE WHEN READY <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	CUSTOMER'S ORDER NO.

DSS	ISJ
LUBRICATION	<input type="checkbox"/>
CHANGE OIL	<input type="checkbox"/>
CHANGE ON FILTER CART	<input type="checkbox"/>
CHANGE TRANX	<input type="checkbox"/>
CHANGE DIFF.	<input type="checkbox"/>
PACK FRONT WHEEL BEGS	<input type="checkbox"/>
ADJUST BRAKES	<input type="checkbox"/>
ROTATE TIRES	<input type="checkbox"/>
WASH/WOLSH	<input type="checkbox"/>
STATE INSPECTION	<input type="checkbox"/>

CHARGE FOR HAZARDOUS OR OTHER WASTE REMOVAL *

INSTRUCTIONS

NOTE: FRAME HAS SOME DAMAGE

SET UP AND PULL FRAME

\$ 2500.00

Estimated cost \$ _____

Basis for Charge _____ Estimate Charge _____

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN:

I UNDERSTAND THAT, UNDER STATE LAW, I AM EMPLOYED TO A WRITTEN ESTIMATE, INCLUDING A COMPLETION DATE. IF MY FINAL BILL WILL EXCEED \$100. (\$50 in Maryland) I REQUEST A WRITTEN ESTIMATE. THE FINAL BILL MAY NOT EXCEED THIS ESTIMATE WITHOUT MY WRITTEN APPROVAL.

I DO NOT REQUEST A WRITTEN ESTIMATE, AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$ _____

MY WRITTEN OR ORAL APPROVAL.

I DO NOT REQUEST A WRITTEN ESTIMATE.

*Checked lines apply (Preparer must check at least one):

This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.

This amount includes a charge of \$ _____ which is required under law.

LABOR CHARGE

LABOR

ACCESSORIES

GAS, OIL, & GREASE

OUTSIDE REPAIRS

STORAGE FEE (if applies)

TAX

TOTAL AMOUNT

TOTAL LABOR 4200.00

TOTAL PARTS 1800.00

LABOR 2500.00

GAS, OIL, & GREASE

OUTSIDE REPAIRS

STORAGE FEE (if applies)

TAX

TOTAL AMOUNT 6050.00

You are entitled by law to the return of all parts replaced, except those for which there is a core charge, unless you agree otherwise by initiating the following: I do not desire the return of any of the parts that are replaced during the authorized repairs.

Estimate good for 30 days. Not responsible for damage caused by theft, fire, or acts of nature. I authorize the above repairs, along with any necessary materials. I authorize you and your employees to operate my vehicle for the purpose of testing, inspection, and delivery at my risk. An express release of liability is hereby acknowledged on the above vehicle to secure the return of the repairs thereof. If I cancel repairs prior to their completion, for any reason, a tear-down and reassembly fee of \$ _____ will be applied.

SIGNED _____

DATE _____

Daily storage fee after repair work has been completed and customer has been notified. No charges shall accrue or be due and payable for a period of 3 working days from date of notification.

GUARANTEED ITEM(S) _____

GUARANTEE EFFECTIVE UNTIL: _____

TIME _____

MILEAGE _____

ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

WHEREAS, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) of the Mississippi Code defines an emergency as “any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;” and

WHEREAS, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as “the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;” and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City “is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds....

NOW, THEREFORE, IT IS ORDERED THAT we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-15-17(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

Agenda No. 28
11.22.2022
(C.Martin, Lumumba)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2022 (FONDREN HOSPITALITY PROJECT), OF THE CITY OF JACKSON, MISSISSIPPI, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$1,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING OR REIMBURSING THE COSTS OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR THE USE OR BENEFIT OF THE FONDREN HOSPITALITY PROJECT, PURSUANT TO PLANS, INCLUDING THE TAX INCREMENT FINANCING PLAN, PRESENTED TO AND APPROVED BY THE MUNICIPALITY; PRESCRIBING THE FORM OF AND INCIDENTS OF THE BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE TAX INCREMENT REVENUES TO BE DERIVED FROM THE TAX INCREMENT FINANCING DISTRICT PURSUANT TO THE TAX INCREMENT FINANCING PLAN IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING VARIOUS FUNDS AND ACCOUNTS, INCLUDING A DEBT SERVICE RESERVE ACCOUNT; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS, IF ANY; APPROVING AND AUTHORIZING THE EXECUTION AND DISTRIBUTION OF A PURCHASE AGREEMENT AND A PLACEMENT AGREEMENT PERTAINING TO THE SALE OF THE BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; ENGAGING VARIOUS PROFESSIONALS IN CONNECTION WITH THE AUTHORIZATION, ISSUANCE, VALIDATION, SALE, AND DELIVERY OF THE BONDS; AND FOR RELATED PURPOSES.

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

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended.

"Additional Bonds" shall mean bonds issued on a parity of lien with regard to the pledge of the TIF Revenues with the Bonds pursuant to the requirements of the Bond Resolution.

"Additional Bonds Resolution" shall mean any resolution of the Municipality authorizing and directing the issuance of Additional Bonds.

"Annual Debt Service Requirement" shall mean for any Fiscal Year, the sum of the following with respect to all Outstanding Bonds: (a) all amounts required to pay principal (at

maturity or upon mandatory redemption other than mandatory sinking fund redemption payments); (b) the amount of any mandatory sinking fund requirement (including for the Fiscal Year in which such Bonds shall be redeemed from the sinking fund only such amount as was not required to be funded prior to such Fiscal Year); and (c) interest due on all Outstanding Bonds.

“Bonds” shall mean the Municipality's Tax Increment Financing Revenue Bonds, Series 2022 (Fondren Hospitality Project), authorized and directed to be issued in the Bond Resolution. The Bonds shall be in the maximum aggregate principal amount of \$1,000,000, in one or more federally taxable or tax-exempt series, but in the actual amount sold and issued pursuant to the Purchase Agreement, out of the total authorized amount of \$1,000,000.

“Bond Counsel” shall mean The May Law Firm, PLLC, Jackson, Mississippi and Watkins & Eager PLLC, Jackson, Mississippi, or any other nationally recognized attorneys on the subject of municipal bonds (a “Nationally-Recognized Bond Counsel”).

“Bond Fund” shall mean the Bond Fund (Fondren Hospitality Project), including a Reserve Account, if any, as established and created by Section 2.01 of the Bond Resolution.

“Bond Payments” shall mean payments of principal of, premium, if any, and interest on the Bonds, and Paying Agent charges pertaining to the Bonds, and any other payments as are provided for in the Bond Resolution regarding the payment of and security for the Bonds, and specifically including any prepayments of principal on the Bonds.

“Bond Resolution” shall mean this resolution authorizing and directing the issuance of the Bonds.

“Bondholder” or any similar term, shall mean any Person who shall be the Registered Owner of any Outstanding Bonds.

“Business Day” shall mean a day of the year on which banks located in the city in which the principal office of the Paying Agent is located are not required or authorized to remain closed.

“Captured Assessed Value” shall mean, with respect to real property within the TIF District, including personal property located thereon, the amount by which the “current assessed value” of such property exceeds the “original assessed value,” as such terms are defined in the Act.

“Closing Date” with respect to the Bonds shall mean the date of issuance and delivery of the Bonds to the Purchaser.

“Code” shall mean the Internal Revenue Code of 1986, as amended, supplemented, or superseded, and any regulations promulgated thereunder.

“Costs of the Infrastructure Improvements” shall mean any or all of the costs of acquisition and construction of the Infrastructure Improvements for the Project.

“Counsel to the Municipality” shall mean Catoria P. Martin, Esq., Jackson, Mississippi.

“County” shall mean Hinds County, Mississippi.

“Debt Service Reserve Requirement” means the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future Fiscal Year on all Bonds then Outstanding; (ii) 120% of the average Annual Debt Service Requirement for the Bonds; or (iii) 10% of the stated principal amount of the Bonds.

“Developer” shall mean Fondren Hospitality, LLC, a Mississippi limited liability company, or any entities related thereto, or any successors or assigns thereof, the Developer of the Project.

“Development and Reimbursement Agreement” shall mean the development and reimbursement agreement between the Municipality and the Developer, approved by the Governing Body of the Municipality on June 19, 2018, and dated as of June 20, 2018.

“DTC” shall mean The Depository Trust Company, New York, New York.

“Fiscal Year” shall mean the period commencing on the first day of October of one year and ending with the last day of September of the following year.

“Governing Body” shall mean the City Council of the Municipality.

“Improvement Fund” shall mean the Improvement Fund (Fondren Hospitality Project), as established and created by Section 2.01 of the Bond Resolution.

“Infrastructure Improvements” shall mean various public infrastructure improvements, as described further in the TIF Plan and in the Development and Reimbursement Agreement, including, but not limited to, the cost of demolishing and removing structures and acquiring and constructing various improvements for the use or benefit of the Project, which may include, but are not necessarily limited to: installation, rehabilitation and/or relocation of utilities such as water, gas and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, site improvements, structured and surface parking; relocation of electrical lines; lighting and signalization; landscaping of rights-of-way; related architectural/engineering fees, attorney’s fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs.

“Maximum Annual Debt Service Requirement” shall mean, at any given time of determination with respect to the Bonds or any series thereof, an amount equal to the maximum Annual Debt Service Requirement coming due thereon for the then current or any future Fiscal Year.

“Mayor” shall mean the Mayor of the Municipality.

“Municipal Advisor” shall mean Ricardo H. Callender of PFM Financial Advisors LLC.

“Municipal Clerk” shall mean the Municipal Clerk of the Municipality.

“Municipality” shall mean the City of Jackson, Mississippi.

“Municipality Ad Valorem TIF Revenues” shall mean 100% of the Municipality’s

additional ad valorem tax revenues received by the Municipality resulting from ad valorem taxes on the Captured Assessed Value of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the Act; the amount of the TIF Bonds to be issued will be sized based upon 100% of the Municipality Ad Valorem TIF Revenues.

“Municipality Sales Tax TIF Revenues” shall mean 100% of the Municipality’s additional municipal sales tax diversion received by the Municipality from sales taxes collected within the boundaries of the TIF District, based upon the “original sales value,” as defined and calculated in the manner set forth in the Act; provided, however, that the amount of the TIF Bonds to be issued will be sized based upon 50% of the Municipality Sales Tax TIF Revenues.

“Original Assessed Value” shall mean with regard to ad valorem taxes of the Municipality, the assessed value of all real and personal property included in the TIF District at the time the TIF Plan was approved by the Municipality on June 19, 2018.

“Outstanding” in connection with the Bonds shall mean, as of the time in question, all Bonds authenticated and delivered pursuant to the Bond Resolution, or any resolution authorizing and directing the issuance of any Additional Bonds, except:

(a) Bonds deemed paid pursuant to Section 9.02 hereof or pursuant to any similar provisions in any resolution authorizing and directing the issuance of any Additional Bonds; and

(b) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Sections 3.03(b), 3.04, or 3.05 hereof or pursuant to any similar provisions in any Additional Bonds Resolution.

In determining whether the Bondholders of a requisite aggregate principal amount of Outstanding Bonds have concurred in any request, demand, authorization, direction, notice, consent or waiver pursuant to the provisions hereof (unless all Outstanding Bonds are so held), Bonds which are held by or on behalf of the Municipality or any Person controlling, controlled by or under common control with the Municipality shall be disregarded for the purpose of any such determination.

“Paying Agent” shall mean any bank, trust company, other institution, or the Municipal Clerk, as designated whether herein or hereafter by the Governing Body, to make payments of the principal of and interest on the Bonds, to serve as registrar and transfer agent for the registration of owners of the Bonds, and for the performance of other duties as may be herein or hereafter specified by the Governing Body.

“Payment Date” shall mean such dates as are set out in the Purchase Agreement for the payment of principal and interest on the Bonds.

“Person” shall mean an individual, partnership, corporation, trust, or unincorporated organization and a government or agency or political subdivision thereof.

“Placement Agent” shall mean a placement agent (if any) engaged by the Governing Body to facilitate the sale of the Bonds to the Purchaser.

“Placement Agreement” shall mean the placement agreement (if any) between the Municipality and the Placement Agent, pursuant to which the Placement Agent will facilitate the sale of the Bonds by the Purchaser, in substantially the form attached here to as **Attachment C**.

“Procedures” shall mean the Post Issuance Compliance Procedures, in substantially the form set out in **Attachment D** hereto.

“Project” shall mean a 125-room hotel, parking, and related amenities in the Fondren neighborhood in the Municipality, known as the Fondren Hospitality Project, as described more fully in the TIF Plan.

“Purchase Agreement” shall mean the bond purchase agreement, commitment to finance, term sheet, or other similar agreement to be entered into between the Municipality and the Purchaser for the sale and purchase, in substantially the form attached here to as **Attachment B**.

“Purchaser” shall mean the purchaser or purchasers of the Bonds.

“Record Date” shall mean, as to interest payments, the fifteenth day of the calendar month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the fifteenth day of the calendar month preceding the maturity date thereof.

“Record Date Registered Owner” shall mean the Registered Owner as of the Record Date.

“Redevelopment Plan” shall mean the Municipality’s *Tax Increment Financing Redevelopment Plan, City of Jackson Mississippi, 2007*, as amended from time to time.

“Registered Owner” shall mean the Person whose name shall appear as the owner of a Bond in the registration records of the Municipality.

“Representation Letter” shall mean the blanket letter of representation to DTC pertaining to book-entry obligations of the Municipality.

“Reserve Account” means the debt service reserve account by that name, if any, established and created by Section 2.01 of the Bond Resolution.

“State” shall mean the State of Mississippi.

“Subsection 148(f)” shall mean Subsection 148(f) of the Code.

“Subsection 148(f) Regulations” shall mean any regulations promulgated from time to time pursuant to Subsection 148(f).

“TIF District” shall mean the tax increment financing district described in the TIF Plan.

“TIF Plan” shall mean the *Tax Increment Financing Plan for the Fondren Hospitality Project, May 2018*, approved by the Governing Body of the Municipality on June 19, 2018.

“TIF Revenues” shall mean, together, the Municipality Ad Valorem TIF Revenues and the Municipality Sales Tax TIF Revenues.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The Governing Body has heretofore approved the Redevelopment Plan.
3. The Governing Body has heretofore on May 8, 2018, adopted a resolution declaring its intention to exercise its tax increment financing power pursuant to the Act and the Redevelopment Plan, and called a public hearing on the TIF Plan to be held on May 22, 2018. Notice of the public hearing on the TIF Plan was published in the *Mississippi Link* on May 10, 2018, and May 17, 2018, as evidenced by the proof of publication attached hereto as **Attachment E**. The Governing Body held a public hearing on the TIF Plan on May 22, 2018, and following the public hearing, the Governing Body adopted a resolution approving the TIF Plan on June 19, 2018/
4. The Governing Body hereby confirms and reapproves the adoption of the Redevelopment Plan and the TIF Plan.
5. The TIF Plan and the above proceedings authorize the Municipality to issue the Bonds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project.
6. On June 19, 2018, the Governing Body adopted a resolution approving the execution of the Development and Reimbursement Agreement pertaining to the Project between the Municipality and the Developer. The Development and Reimbursement Agreement was executed on June 20, 2018, by the Mayor and the Municipal Clerk and an authorized representative of the Developer.
7. The Original Assessed Value, as such term is defined in the Act, of all real and personal property included in the TIF District, according to the Ad Valorem Tax Assessment Certificate of the Tax Assessor of the County dated January 25, 2022, was \$84,431, as of January 1, 2018. A copy of such certification is attached hereto as **Attachment A**.
8. The Original Sales Tax Diversion Amount, as such term is defined in the Act, of the sales tax collected within the TIF District and diverted to the Municipality, as determined by the Mississippi Department of Revenue, according to the Sales Tax Diversion Certificate of the Mississippi Department of Revenue dated May 24, 2022, was \$0.00, as of April 30, 2018. A copy of such certification is attached hereto as **Attachment A**.
9. The Municipality is now authorized pursuant to the provisions of the Act and the TIF Plan to issue the Bonds to provide funds to pay or reimburse all or a portion of the Costs of the

Infrastructure Improvements for the Project, the Bonds to be payable solely from the TIF Revenues as provided herein.

10. The maximum aggregate principal amount of the Bonds authorized herein is \$1,000,000. The actual amount issued pursuant to the Bond Resolution shall be such amount as is actually sold and delivered pursuant to the Purchase Agreement. Any authorized but unissued amount may be issued pursuant to subsequent deliberations and actions of the Municipality.

11. The Municipality will size the principal amount of the Bonds or any series thereof so that the principal amount of the Bonds will equal the lesser of (1) such amount as can be retired out of the projected TIF Revenues, as determined by the Municipality in accordance with fact, and (2) \$1,000,000.

12. Pursuant to the Act and the TIF Plan, the TIF Bonds will be secured by (a) a pledge of 100% of the Municipality Ad Valorem TIF Revenues and (b) a pledge of 100% of the Municipality Sales Tax TIF Revenues.

13. The amount of the TIF Bonds to be issued will be based upon 100% of the Municipality Ad Valorem TIF Revenues and 50% of the Municipality Sales Tax TIF Revenues.

14. In order to prepare the necessary resolutions and documents for the issuance and sale of the Bonds, it is in the best interest of the Municipality to affirm the engagement of Counsel to the Municipality, Bond Counsel, and the Municipal Advisor to prepare and distribute such resolutions and documents as necessary in order to facilitate the issuance and sale of the Bonds at a subsequent date, subject to the approval by the Mayor of the terms of the sale of the Bonds, and to authorize the engagement, if necessary, of a Placement Agent for the sale of the Bonds.

15. The Bonds may be privately sold to the Purchaser pursuant to the terms and conditions of a Purchase Agreement distributed by the Municipal Advisor.

16. The Bonds may be privately placed by the Placement Agent, if any, to be hereinafter designated by the Governing Body, and sold to the Purchaser pursuant to the terms and provisions of a Placement Agreement and a Purchase Agreement.

17. Pursuant to the Act, the Municipality is authorized to sell the Bonds at private sale, such sale to be consummated pursuant to the Purchase Agreement and/or the Placement Agreement, and it is necessary and appropriate for the Municipality to approve the Purchase Agreement, in substantially the form attached hereto as **Attachment B**, and to approve the Placement Agreement, in substantially the form attached hereto as **Attachment C**, and to authorize the Mayor and the Municipal Clerk to execute the Purchase Agreement and/or the Placement Agreement on behalf of the Municipality provided that: (a) the aggregate principal amount of the Bonds shall not exceed \$1,000,000; (b) the Purchase Agreement shall be executed within one year of the adoption of the Bond Resolution; (c) pursuant to the Act, the term of the Bonds shall not exceed 30 years or not longer than the remaining life of the TIF District; (d) the overall interest rate for the Bonds shall not exceed 11% per annum; and (e) the payments of principal and interest can be made from projected TIF Revenues as provided for in the Bond Resolution.

18. The Purchase Agreement pertaining to the sale of the Bonds to the Purchaser should be distributed to prospective purchasers of the Bonds.

19. The Code provides that noncompliance with the provisions thereof may cause interest on obligations to become taxable retroactive to the initial date of issuance, and provides that the tax-exempt status of interest on obligations such as the Bonds is contingent on a number of future actions by the Municipality. It is necessary to make certain covenants pertaining to the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation since such exclusion may depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

20. The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within a three-year period beginning on the date of issuance of the Bonds. No more than 50% of the proceeds of the Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

21. The Bonds are not "private activity bonds" as such term is defined in Section 141 of the Code.

22. The Governing Body does not reasonably anticipate that the Municipality or any other subordinate entities thereof will issue more than \$10,000,000 of "qualified tax-exempt obligations" (other than "private activity bonds") in the calendar year in which the Bonds are issued. Subject to final confirmation in the Purchase Agreement executed by the Municipality and the Purchaser, it is necessary to designate the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code for the calendar in which the Bonds are issued.

23. The Governing Body desires to approve and adopt the Post Issuance Compliance Procedures in substantially the form attached hereto as **Attachment D**.

24. The Governing Body does now find and determine that it is necessary, advisable, and in the public interest that the Bonds be prepared, executed, and issued as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, AS FOLLOWS:

**ARTICLE I.
STATUTORY AUTHORITY; SALE AND AWARD OF BONDS**

SECTION 1.01. AUTHORITY OF THIS RESOLUTION. The Bond Resolution is adopted pursuant to the authority of and in compliance with the provisions of the Act and the TIF Plan.

SECTION 1.02. ENGAGEMENT OF PROFESSIONALS. In connection with the issuance of the Bonds for the payment or reimbursement of all or a portion of the Costs of the Infrastructure Improvements for the Project, the Governing Body affirms and/or approves the engagement of certain professionals to assist with the issuance of the Bonds and authorizes the Mayor and/or the Municipal Clerk to execute any necessary letters of engagement and disclosure. The Governing Body affirms the engagement of the following: (a) the Municipal Advisor; (b) Bond Counsel; and, (c) Counsel to the Municipality. If in the best interests of the Municipality and based upon the advice of the Municipal Advisor, the Governing Body authorizes the engagement of a Placement

Agent; the Mayor and the Municipal Clerk are authorized to execute any required letters of engagement and/or disclosure for the Placement Agent.

SECTION 1.03. SALE OF BONDS PURSUANT TO PLACEMENT AGREEMENT AND PURCHASE AGREEMENT.

(a) Sale of the Bonds. The Bonds shall be sold to the Purchaser pursuant to the Placement Agreement and/or the Purchase Agreement.

(b) Placement Agreement. The Placement Agreement, in substantially the form attached hereto as **Attachment C**, is hereby approved, and the Mayor and the Municipal Clerk are authorized to execute and deliver the Placement Agreement for and on behalf of the Municipality, if the Mayor, upon advice and counsel of the Municipal Advisor, determines the engagement of the Placement Agent to be in the best interests of the Municipality, with such completions, changes, insertions, and modifications as shall be approved by the Mayor and the Placement Agent, the execution thereof by the Mayor to be conclusive evidence of such approval by the Municipality.

(c) Purchase Agreement. The Purchase Agreement, in substantially the form attached hereto as **Attachment B**, is hereby approved, and the Mayor and the Municipal Clerk are authorized to execute and deliver the Purchase Agreement for and on behalf of the Municipality, with such completions, changes, insertions, and modifications as shall be approved by the Mayor and the Purchaser, the execution thereof by the Mayor to be conclusive evidence of such approval by the Municipality, provided that: (a) the aggregate principal amount of the Bonds shall not exceed \$1,000,000; (b) the Purchase Agreement shall be executed within one year of the adoption of the Bond Resolution; (c) pursuant to the Act, the term of the Bonds shall not exceed 30 years or not longer than the remaining life of the TIF District; (d) the overall interest rate for the Bonds shall not exceed 11% per annum; and (e) the payments of principal and interest can be made from projected TIF Revenues as provided for in the Bond Resolution.

ARTICLE II.

ESTABLISHMENT OF FUNDS; APPLICATION OF BOND PROCEEDS

SECTION 2.01. ESTABLISHMENT OF FUNDS. There are hereby affirmed or established the following special funds.

(a) Bond Fund (Fondren Hospitality Project). The Bond Fund is hereby created and established as a special trust fund of the Municipality. The Bond Fund shall be used only for the deposit of TIF Revenues and the payment of principal of, premium, if any, and interest on the Bonds, and related payment expenses, so long as any of the Bonds remain Outstanding.

(1) Debt Service Reserve Account. If required by the Municipality or the Purchaser in the Purchase Agreement, the Municipality shall establish a "Reserve Account" in an amount and in accordance with the provisions to be set forth in the Bond Resolution. The Reserve Account shall be maintained with a qualified depository.

(b) Improvement Fund (Fondren Hospitality Project). The Improvement Fund is hereby created and established as a special trust fund of the Municipality. The Improvement Fund shall be held as a special trust fund separate and apart from all other funds and accounts of the

Municipality. The moneys in the Improvement Fund shall be used to pay the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project, including without limitation the reimbursements to the Developer for the moneys advanced for the Costs of the Infrastructure Improvements pursuant to the Development and Reimbursement Agreement and the Bond Resolution.

(c) The Municipal Clerk and the Mayor are authorized to take such actions as are necessary to open any accounts related to the Bonds with financial institutions, including, but not limited to the Bond Fund, the Reserve Account, and the Improvement Fund.

SECTION 2.02. APPLICATION OF BOND PROCEEDS. All moneys received from the sale of the Bonds shall, on the date of delivery of the Bonds, be applied as follows:

(a) **Bond Fund.** A sum equal to the accrued interest, if any, received upon the sale and delivery of the Bonds shall be deposited in the Bond Fund herein established upon receipt thereof, including the:

(1) **Reserve Account.** If required by the Municipality or the Purchaser in the Purchase Agreement, a sufficient portion of the proceeds of the sale of the Bonds shall be deposited into a Reserve Account, together with any other moneys, if any, available for such purpose, including the TIF Revenues, in an amount sufficient to satisfy the Debt Service Reserve Requirement.

(b) **Improvement Fund.** The remaining proceeds of the sale of the Bonds shall be deposited into the Improvement Fund to first pay the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and to pay or reimburse the Costs of the Infrastructure Improvements for the Project.

ARTICLE III. AUTHORIZATION, TERMS AND EXECUTION OF THE BONDS

SECTION 3.01. AUTHORIZATION AND TERMS OF THE BONDS; REDEMPTION PRIOR TO MATURITY. (a) In order to finance the payment or reimbursement of all or a portion of the Costs of the Infrastructure Improvements for the Project, the Bonds are hereby authorized and directed to be issued. The Bonds shall be issued as fully registered bonds; shall be dated such date specified in the Purchase Agreement; shall be in the actual principal amount specified in the Purchase Agreement; shall be in the denominations specified in the Purchase Agreement; shall be numbered consecutively in numerical order from 1 upward; shall bear interest from the date thereof at the rates specified in the Purchase Agreement, commencing on a date specified in the Purchase Agreement, payable semiannually on such dates in each year as specified in the Purchase Agreement; and shall mature, subject to prior redemption, if so provided in the Purchase Agreement, on the dates and in the years and principal amounts specified in the Purchase Agreement.

(b) The Bonds shall be issued in such actual amount as is specified in the Purchase Agreement and actually sold and delivered. The remaining authorized but unissued Bonds shall

then be such amount as equals \$1,000,000 less the amount issued pursuant to the Bond Resolution and the Purchase Agreement.

(c) Mandatory Sinking Fund Redemption. The Bonds may be subject to mandatory sinking fund redemption if so provided in and according to the terms and conditions in the Purchase Agreement.

(d) Optional Redemption.

(1) The Bonds may be subject to optional redemption prior to their respective maturities at the election of the Municipality if so provided in the Purchase Agreement and according to the terms and provisions as set forth in the Purchase Agreement, either in whole or in part on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption.

(2) Interest shall cease to accrue on any of the Bonds which are duly called for prior redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for.

(3) Notice of each redemption, if any, shall be mailed, postage prepaid, not less than 30 days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent. If less than all of the Outstanding Bonds of a maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as the paying Agent shall deem fair and appropriate. The Paying Agent may provide for the selection of portions of the principal of the Bonds, and for all purposes of the Bond Resolution, all provisions relating to the redemption of the Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

(4) If less than all of a Bond is to be redeemed, then in such case, upon the surrender of such Bond, there shall be issued to the Registered Owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, a new Bond or Bonds of like designation, interest rate and maturity in any authorized denomination.

(5) Prior to the date fixed for redemption, if any, moneys shall be placed in trust with the Paying Agent to pay the principal amount thereof together with accrued interest to the date fixed for redemption of the Bonds called for redemption and accrued interest thereon to the redemption date, with irrevocable instructions to apply such funds to such payment on such date. Upon the happening of the above conditions, the Bonds, or portions thereof, thus called for redemption shall cease to bear interest from and after the redemption date, shall no longer be protected by the Bond Resolution and shall not be deemed to be Outstanding pursuant to the provisions of the Bond Resolution.

SECTION 3.02. PAYMENTS OF INTEREST AND PRINCIPAL.

(a) Payments of principal shall be made without presentation and surrender of the Bonds then due for payment at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) Payment of each installment of interest on the Bonds shall be made to the Record Date Registered Owner thereof. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of any such Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Interest on the Bonds shall be paid, without presentation and surrender of the Bonds, as set forth in this Section, and the principal of the Bonds shall be paid, without presentation and surrender of the Bonds, by check or draft delivered to or mailed on the applicable Payment Date to the Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed or allowed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth day of the calendar month preceding the applicable Payment Date to be effective as of such date.

SECTION 3.03. EXECUTION, VALIDATION, AND DELIVERY OF THE BONDS.

(a) The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Municipal Clerk, with the seal of the Municipality imprinted or affixed thereto; provided, however, all signatures and seals appearing on the Bonds, other than the signature of an authorized officer of the Paying Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the Municipality whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(b) In case any Bond shall become mutilated, stolen, destroyed, or lost, the Municipality shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity, and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed, or lost, upon the Registered Owner's paying the reasonable expenses and charges of the Municipality in connection therewith, and in case of a Bond stolen, destroyed, or lost, the Registered Owners filing with the Municipality or Paying Agent evidence satisfactory to them that such Bond was stolen, destroyed, or lost, and of the ownership thereof, and furnishing the Municipality or Paying Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

(c) The Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization,

issuance, sale, validation, execution, and delivery of the Bonds, and the final, unqualified approving opinion of Bond Counsel.

(d) Prior to or simultaneously with the delivery by the Paying Agent of any of the Bonds, the Municipality shall file with the Paying Agent:

(1) a copy, certified by the Municipal Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale, validation, execution, and delivery of the Bonds; and

(2) an authorization to the Paying Agent, signed by the Mayor or the Municipal Clerk, to authenticate and deliver the Bonds to the Purchaser.

(e) The Paying Agent shall authenticate the Bonds and deliver them to the Purchaser upon payment of the purchase price of the Bonds to the Municipality.

(f) The Paying Agent is hereby authorized upon the written approval of the Mayor and/or the Municipal Clerk to have printed from time to time as necessary additional Bond certificates, which certificates may bear the manual or facsimile seal of the Municipality and manual or facsimile signatures of the officials of the Municipality as of the date of the authorization thereof or as of the date of execution.

(g) The Bonds herein directed to be issued shall be submitted to validation in the County pursuant to the provisions of Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, and, to that end, the Municipal Clerk is hereby instructed to make up, certify, and transmit to the State Bond Attorney a transcript of proceedings and other documents relating to the issuance of the Bonds.

(h) When the Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the Municipality in the office of the Municipal Clerk in a book maintained for that purpose, and the Municipal Clerk shall cause to be imprinted upon or accompany each of the Bonds, over the Municipal Clerk's manual or facsimile signature and impressed or facsimile seal, the Municipal Clerk's certificate in substantially the form set out in Section 3.08 hereof.

SECTION 3.04. INTERCHANGEABILITY OF BONDS. The Bonds, upon surrender thereof at the office of the Paying Agent, together with an assignment duly executed on the Bond by the Registered Owner or his attorney or legal representative, may be exchanged for an equal aggregate principal amount of Bonds of the same series and maturity, of any denomination or denominations authorized by the Bond Resolution, and bearing interest at the same rate.

SECTION 3.05. TRANSFER OF BONDS. (a) Each Bond shall be transferable only on the books of the Municipality kept by the Paying Agent, upon surrender thereof at the principal office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any such Bond, the Municipality shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond.

(b) The Municipality and the Paying Agent may deem and treat the Person in whose name any Bond shall be registered upon the books of the Municipality as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal and accrued interest on such Bond and for all other purposes. All such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability of the Municipality upon such Bond to the extent of the sum or sums so paid. Neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

(c) In all cases in which the privilege of transferring Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of the Bond Resolution.

SECTION 3.06. REGULATIONS WITH RESPECT TO EXCHANGES AND TRANSFERS. (a) In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Municipality shall execute and the Paying Agent, as Bond Registrar, shall authenticate and deliver Bonds in accordance with provisions of the Bond Resolution without expense to the Bondholders.

(b) Neither the Municipality nor the Paying Agent shall be obligated to exchange or transfer any Bond during the fifteen days preceding (i) a Payment Date or (ii) in the case of any proposed redemption of Bonds, the date of the mailing of notice of such redemption.

SECTION 3.07. PROVISIONS CONCERNING THE PAYING AGENT.

(a) The initial Paying Agent for the Bonds, which shall serve as paying agent, registrar, and transfer agent, shall be such Person as is designated in the Purchase Agreement. The Paying Agent shall serve as paying agent, registrar, and transfer agent for the Bonds.

(b) So long as any of the Bonds shall remain Outstanding, the Municipality shall maintain with the Paying Agent records for the registration and transfer of the Bonds. The Paying Agent is hereby appointed registrar for the Bonds, in which capacity the Paying Agent shall register in such records and permit to be transferred thereon, pursuant to such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(c) The Municipality shall pay or reimburse the Paying Agent (other than the Municipal Clerk, if so designated) for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the Municipality and the Paying Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Paying Agent, shall be made by the Municipality on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (1) A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving at least 60 days written notice to the Municipality, and may be removed as Paying Agent at any time by resolution of the Governing Body delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to the Paying Agent

being removed within a reasonable time prior to the effective date thereof. However, no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to the Bond Resolution.

(2) Upon receiving notice of the resignation of a Paying Agent, the Municipality shall promptly appoint a successor Paying Agent by resolution of the Governing Body. Any appointment of a successor Paying Agent shall become effective on the effective date of the resignation or removal of the predecessor Paying Agent upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent shall have been so appointed and have accepted appointment within 30 days after the notice of resignation, the resigning Paying Agent may petition any court of competent jurisdiction for the appointment of a successor Paying Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Paying Agent.

(3) In the event of a change of Paying Agents, the predecessor Paying Agent shall cease to be custodian of any funds held pursuant to the Bond Resolution in connection with its role as such Paying Agent, and the successor Paying Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Paying Agent shall be fully paid. Every predecessor Paying Agent shall deliver to its successor Paying Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Paying Agent.

(4) Any successor Paying Agent other than the Municipal Clerk appointed pursuant to the provisions hereof shall be a state or national bank or trust company having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(5) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Paying Agent and to the Municipality an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent, without any further act, shall become fully vested with all the rights, immunities, and powers, and subject to all the duties and obligations, of its predecessor.

(6) Should any transfer, assignment, or instrument in writing be required by any successor Paying Agent from the Municipality to more fully and certainly vest in such successor Paying Agent the estates, rights, powers, and duties hereby vested or intended to be vested in the predecessor Paying Agent, any such transfer, assignment, and written instruments shall, on request, be executed, acknowledged, and delivered by the Municipality.

(7) The Municipality will provide any successor Paying Agent with certified copies of all resolutions, orders, and other proceedings adopted by the Governing Body relating to the Bonds.

(8) All duties and obligations imposed hereby on a Paying Agent or successor Paying Agent shall terminate upon the accomplishment of all duties, obligations, and responsibilities imposed by law or required to be performed by the Bond Resolution.

(e) Successor as Paying Agent. Any corporation or association into which a Paying Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party, shall be and become successor Paying Agent hereunder and vested with all the powers, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of either the Municipality or the successor Paying Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying Agent shall be satisfactory to the Municipality and eligible pursuant to the provisions of this Section.

SECTION 3.08. FORM OF THE BONDS. The Bonds shall be in substantially the following form, with such omissions, insertions, and variations as may be approved by the Mayor and the Municipal Clerk, execution thereof to be conclusive evidence of such approval:

**CITY OF JACKSON, MISSISSIPPI
TAX INCREMENT FINANCING REVENUE BONDS, SERIES 20__
(FONDREN HOSPITALITY PROJECT)**

NO. _____ \$ _____

<u>Rate of Interest</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>[CUSIP]</u>
_____ %	_____, 20__	_____, 20__	_____

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Jackson, Mississippi (the "Municipality"), a political subdivision existing pursuant to the Constitution and laws of the State of Mississippi (the "State"), acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, on the maturity date stated above, without presentation and surrender of this Bond, at the principal corporate trust office of _____, _____, _____, or its successor, as paying agent (the "Paying Agent"), for the \$ _____ Tax Increment Financing Revenue Bonds, Series 20__ (Fondren Hospitality Project), of the Municipality, dated and issued _____, 20__ (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent, which will also serve as registrar and transfer agent for the Bonds, as of the fifteenth day of the calendar month preceding the maturity date hereof.

The Municipality further promises to pay interest, calculated on the 30/360 basis, on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest set forth above, payable on _____, 20__, and semiannually thereafter on _____ 1 and _____ 1 of each year until said principal sum is paid, to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the fifteenth day of the calendar month preceding the applicable interest payment date.

Payments of principal of and interest on this Bond shall be made by check or draft delivered directly to or mailed on the date on which interest or principal and interest shall be due and payable to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed or allowed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth day of the calendar month preceding the applicable principal or interest payment date.

This Bond is one of a series of bonds of like date of original issue, tenor, and effect, except as to denomination, number, rate of interest, and date of maturity, issued in the aggregate authorized principal amount of \$1,000,000 to provide funds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the development of a 125-room hotel, parking, and related amenities in the Fondren neighborhood in the Municipality, known as the Fondren Hospitality Project, as described more fully in the TIF Plan (the "Project").

This Bond is issued pursuant to the authority of the Constitution and statutes of the State, including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), the *Tax Increment Financing Plan for the Fondren Hospitality Project, May 2018*, approved by the Governing Body of the Municipality on June 19, 2018 (the "TIF Plan"), and by the further authority of proceedings duly had by the City Council of the Municipality, including a resolution authorizing and directing the issuance of the Bonds adopted _____, 20__ (the "Bond Resolution"). Capitalized terms used herein and not otherwise defined shall have the meanings given in the Bond Resolution.

The Bonds are limited obligations of the Municipality payable solely from and secured by a pledge of 100% of the Municipality's additional ad valorem tax revenues received by the Municipality resulting from ad valorem taxes on the "captured assessed value" of real property, including personal property located thereon, within the boundaries of the tax increment financing district described in the TIF Plan (the "TIF District"), as defined and calculated in the manner set forth in the Act (the "Municipality Ad Valorem TIF Revenues"), and 100% of the Municipality's additional municipal sales tax diversion received by the Municipality from sales taxes collected within the boundaries of the TIF District, based upon the "original sales value," as defined and calculated in the manner set forth in the Act (the "Municipality Sales Tax TIF Revenues") (together, the "TIF Revenues"), as provided for in the TIF Plan and in the Bond Resolution. This Bond does not constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State, and shall never constitute nor give rise to a pecuniary liability of the Municipality or a charge against its general credit or taxing power other than as provided in the Bond Resolution.

The Bonds are registered as to both principal and interest and are to be issued or reissued in the denomination of \$_____ each, or any integral multiple of \$_____ in excess thereof up to the amount of a single maturity.

Bonds maturing after _____ 1, 20__, are subject to redemption prior to their respective maturities at the election of the Municipality on and after _____ 1, 20__, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at a price equal to 100% of the principal amount thereof together with accrued interest to the date fixed for redemption.

At least 30 days before the redemption date of any Bonds, the Municipal Clerk shall cause a notice of any such redemption to be filed with the Paying Agent and mailed, postage prepaid, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books on the date of such mailing, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the principal and accrued interest to be paid, the place or places at which payment shall be made and, if less than all of the Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed.

Less than all of a Bond may be so redeemed, and in such case, upon the surrender of such Bond, there shall be issued to the Registered Owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, a new Bond or Bonds of like series, designation, interest rate, and maturity in any authorized denomination.

This Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent, but only in the manner provided by and subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The Municipality and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in the Bond Resolution, shall not be a Business Day, such payment may be made or act performed or right exercised on the succeeding day which is a Business Day, with the same force and effect as if done on the nominal date provided in the Bond Resolution, and no interest shall accrue for the period after such nominal date.

The Municipality in the Bond Resolution has covenanted and agreed that it will perform all duties required by law and by the Bond Resolution and that it will apply the proceeds of the Bonds to the purposes above set forth.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security pursuant to the Bond Resolution until the "Certificate of Registration and Authentication" hereon shall have been signed by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED, AND REPRESENTED that all conditions, acts, and things required by law to exist, to have happened, and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding limited obligations of the Municipality, according to the terms thereof, do exist, have happened, and have been performed in regular and due time, form, and manner as required by law.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the Municipal Clerk, under the impressed or facsimile seal of the Municipality, which said facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, all as of this day, _____, 20__.

City of Jackson, Mississippi

Mayor

Attest:

Municipal Clerk

(seal)

Registration and Validation Certificate

I, the undersigned Municipal Clerk of the City of Jackson, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said Municipality pursuant to law in a book kept in my office for that purpose, and has been validated and confirmed by Validation Judgment of the Chancery Court of Hinds County, Mississippi, rendered on _____, 20__.

Municipal Clerk

(seal)

Certificate of Registration and Authentication

This Bond is one of the Bonds described in the within-mentioned Bond Resolution and is one of the \$_____ Tax Increment Financing Revenue Bonds, Series 20__ (Fondren Hospitality Project) of the City of Jackson, Mississippi, dated and issued _____, 20__.

_____, _____, _____,
as Paying Agent

Authorized Signatory

Date of Registration and Authentication: _____, 20__

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within note and does hereby irrevocably constitute and appoint _____
as registrar and transfer agent to transfer the said note on the records kept for registration thereof
with full power of substitution in the premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

(Authorized Signatory)

NOTICE: Signature(s) must be guaranteed
by an institution that is a participant in a
Securities Transfer Association recognized
signature guarantee program.

NOTICE: The signature to this Assignment
must correspond with the name of the
Registered Owner as it appears upon the face
of the within Bond in every particular,
without any alteration whatsoever.

Date of Assignment: _____

Insert Social Security Number or other Tax Identification Number of Assignee

**ARTICLE IV.
SECURITY FOR THE BONDS**

SECTION 4.01. BONDS SECURED BY PLEDGE OF TIF REVENUES. The payment of the principal of, premium, if any, and interest on the Bonds shall be secured equally and ratably by a pledge of the TIF Revenues required to pay such amounts when due. The TIF Revenues are hereby irrevocably pledged to pay the principal of, premium, if any, and interest on the Bonds and to make the payments into the Bond Fund and all other payments provided for in the Bond Resolution, as the same become due and payable.

SECTION 4.02. PLEDGE OF MONEYS IN CERTAIN FUNDS AND ACCOUNTS. The amounts held in the Bond Fund are hereby pledged to the payment of the principal of and interest on the Bonds. The moneys in the Improvement Fund, to the extent not used for the payment of the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds or to

pay or reimburse the Costs of the Infrastructure Improvements for the Project, are pledged to the use described in Section 6.01 hereof.

SECTION 4.03. RIGHTS OF REGISTERED OWNERS. The pledges made herein and the covenants and agreements herein set forth to be performed on behalf of the Municipality shall be for the equal benefit, protection, and security of the Registered Owners of any and all Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority, or distinction. Should there be a failure in any year to comply with the requirements of this Article, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year.

SECTION 4.04. BONDS ARE LIMITED OBLIGATIONS. The Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State, but shall be payable solely from the TIF Revenues, as provided in the TIF Plan and in the Bond Resolution. No Bondholder shall ever have the right to compel the exercise of ad valorem taxing power of the Municipality or taxation in any form of any property therein to pay the principal of and interest on the Bonds or the making of any other payments provided for in the Bond Resolution other than to the extent provided herein.

ARTICLE V. TIF REVENUES AND APPLICATION THEREOF

SECTION 5.01. TIF REVENUES. While the Bonds are Outstanding, the TIF Revenues sufficient to provide for the deposits hereinafter required by this Article shall be deposited into the Bond Fund in accordance with this Article; provided, however, that when and so long as no further deposits are required to be made into the Bond Fund, then no further deposits shall be made. The Bond Fund shall constitute a special trust fund for the purposes provided in the Bond Resolution, and shall be kept separate and distinct from all other funds of the Municipality and used only in the manner provided for in the Bond Resolution.

SECTION 5.02. BOND FUND; DISCONTINUANCE OF PAYMENTS.

(a) **Deposit of Ad Valorem TIF Revenues.** The Municipality Ad Valorem TIF Revenues are to be set aside and allocated to the Bond Fund pursuant to the TIF Plan and the Bond Resolution and shall be deposited in the Bond Fund.

(b) **Deposit of Municipality Sales Tax TIF Revenues.** The Municipality Sales Tax TIF Revenues are to be set aside and allocated to the Bond Fund pursuant to the TIF Plan and the Bond Resolution and shall be deposited in the Bond Fund.

(c) **Pledge of TIF Revenues.** The TIF Revenues are pledged to the payment of the Bonds and, to the extent needed to provide for the Bond Payments, shall be deposited in the Bond Fund as hereinafter provided.

(d) **Bond Fund (Fondren Hospitality Project).** There shall be deposited into the Bond Fund from available TIF Revenues such amount that, together with moneys on deposit therein, will provide a sum for the payment of principal equal to the amount needed to pay the next installment of principal on the Bonds (including for this purpose any advancement of maturity

pursuant to a mandatory sinking fund payment), and a sum for the payment of interest equal to the amount of interest to come due through to the next installment of principal.

(e) **Additional Deposits to Bond Fund.** In addition to the deposits into the Bond Fund described above in this Section, there shall also be deposited into the Bond Fund:

(1) the accrued interest, if any, received upon delivery of the Bonds as provided in Section 2.02(a) hereof;

(2) any income received from investment of moneys on deposit in the Bond Fund;

(3) any balance remaining in the Improvement Fund following completion of the Infrastructure Improvements or final reimbursement of the Costs of the Infrastructure Improvements which is transferred to the Bond Fund pursuant to Section 6.01 hereof; and

(4) any other funds available to the Municipality which may lawfully be used for payment of the principal of and interest on the Bonds and which the Governing Body, in its discretion, directs to be deposited into the Bond Fund.

(f) **No Further Payments.** No further payments into the Bond Fund shall be required when the aggregate amount of moneys in the Bond Fund at least equal to the aggregate principal amount of the Bonds then Outstanding, plus the amount of interest then due or to become due on the Bonds then Outstanding, or when the Bonds shall be deemed fully paid within the meaning of Section 9.02 hereof.

SECTION 5.03. INVESTMENT OF MONEYS ON DEPOSIT IN THE FUNDS. The moneys at any time on deposit in any fund provided for by the Bond Resolution, including the Improvement Fund herein established, not immediately required for disbursement for the purposes for which such Funds are established, shall be invested in such instruments or investments as are permissible under applicable law or regulations of the State. The income received on the investment of any such moneys shall be credited to the fund for which such investments are made except as specifically provided in this Article. However, the income received on any investments in the Improvement Fund shall be credited to such Improvement Fund until the Infrastructure Improvements for the Project are complete or final reimbursement of the Costs of the Infrastructure Improvements have been made. In any case, the investment income, if any, from assets held under the Reserve Account, if any, shall be retained in the Reserve Account to the extent of any deficiency in the Debt Service Reserve Requirement.

ARTICLE VI. IMPROVEMENT FUND

SECTION 6.01. IMPROVEMENT FUND (FONDREN HOSPITALITY PROJECT). Pursuant to Article II hereof, the proceeds of the Bonds remaining after the deposit to the Bond Fund, if any, shall be irrevocably deposited by the Municipality into the Improvement Fund. Moneys in the Improvement Fund shall be applied solely to first pay the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and then to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project, including without limitation reimbursements to the Developer for the moneys advanced for the Costs of the

Infrastructure Improvement. Any balance remaining in the Improvement Fund after completion of the Infrastructure Improvements or final reimbursement of the Costs of the Infrastructure Improvements shall be transferred to the Bond Fund and applied to the payment of the interest, and then to the payment of principal, on the Bonds on any Payment Date following such transfer.

ARTICLE VII. COVENANTS OF THE MUNICIPALITY

SECTION 7.01. ISSUANCE OF OTHER OBLIGATIONS PAYABLE OUT OF TIF REVENUES. Except upon the conditions and in the manner provided in Article IX hereof, the Municipality will not issue any other obligations payable from the TIF Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance, or any other charge having priority to or being on a parity with the lien of the Bonds and the interest thereon, upon any of the TIF Revenues.

Other than with regard to Additional Bonds, all obligations subsequently issued by the Municipality secured by TIF Revenues shall contain an express statement that such obligations are junior, inferior, and subordinate in all respects to the Bonds as to lien on and source of and security for payment from the TIF Revenues, and in all other respects.

SECTION 7.02. NON-ARBITRAGE COVENANTS REGARDING BONDS. (a) The Municipality covenants and certifies to and for the benefit of the Registered Owners of the Bonds that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Bonds, including amounts treated as proceeds, if any, which will cause the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code, and any regulations thereunder as such may be applicable to the Bonds, at the time of such action, investment or use.

(b) (1) The Governing Body has made findings indicating that no rebate relating to the Bonds will be required to be made pursuant to the Code. However, in the event it is subsequently determined for any reason that rebates should be made on the Bonds, then the Municipality hereby covenants that it shall take all actions necessary in order to comply with the requirements of paragraphs (2) and (3) of Subsection 148(f) in order that none of the Bonds shall be treated as an "arbitrage bond" pursuant to paragraph (1) of Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States of America in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations, making any and all calculations, computations, and filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations; and maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

(2) In order to effectuate the foregoing covenant, the Municipality hereby further covenants and certifies that: (A) prior to delivery of the Bonds, it shall have received written instructions from Nationally-Recognized Bond Counsel with respect to actions which will, pursuant to Subsection 148(f) and such regulations as may have been promulgated prior to delivery of the Bonds, assure compliance with such covenants; and (B) the Municipality shall comply with such instructions until the Municipality shall have received from Nationally-Recognized Bond Counsel written advice that continued compliance with such instructions is not necessary in order

to avoid adversely affecting the tax-exempt status of the Bonds, or alternative written instructions with respect to certain actions which will assure compliance with the covenants set forth above, in which event the Municipality shall thereafter comply with all such alternative instructions.

(c) The Municipality shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Bonds to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder.

(d) The Municipality shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Bonds in a manner or for a price which would cause any of the Bonds to be or become an "arbitrage bond" within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their "fair market value."

(e) The Municipality will maintain all records required by Section 148(f) of the Code and the applicable regulations thereunder and shall furnish such data or information regarding compliance with Section 148(f) of the Code as the Paying Agent or any Bondholder shall reasonably request in writing.

SECTION 7.03. COVENANTS REGARDING PRIVATE USE PERTAINING TO BONDS; COVENANTS AND REPRESENTATIONS REGARDING TAX-EXEMPT STATUS.

(a) No party (other than a governmental unit) which shall use all or any part of the property with respect to which all or any part of the proceeds of the Bonds are expended shall make any payments to the Municipality (other than normal and customary taxes due and payable to the Municipality, or other than normal and customary utility user fees due and payable from use as members of the general public) which are in any way related to any property with respect to which the proceeds of the Bonds are expended or in any other way related to the Bonds, if the aggregate of all such payments from all such private parties shall in any year equal or exceed 10% of principal of or interest on the Bonds payable during such year, unless the Municipality shall have received an opinion of Nationally-Recognized Bond Counsel to the effect that receipt of such payments will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(b) The Bonds are secured by and payable from the TIF Revenues. Such taxes are generally applicable taxes which are enforced contributions exacted pursuant to legislative authority in the exercise of the taxing power that are imposed and collected for the purpose of raising revenue to be used for governmental purposes. Such taxes also have a uniform tax rate that is applied to all Persons of the same classification in the appropriate jurisdiction and in a generally applicable manner of determination and collection. No taxpayer has entered into an impermissible agreement with the Municipality relating to the payment of such taxes (e.g., an agreement to be personally liable on a tax that does not generally impose personal liability, to provide additional

credit support such as a third party guarantee, or to pay unanticipated shortfalls; an agreement regarding the minimum market value of property subject to property tax; or an agreement not to challenge or seek deferral of the tax).

(c) None of the proceeds of the Bonds will be used to make or finance loans for Persons other than governmental units.

(d) The Municipality covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory, or possession of the United States of America, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Municipality, which (i) were or are to be sold at substantially the same time as the Bonds; (ii) were or are to be sold pursuant to the same plan of financing as the financing plan for the Bonds; or (iii) are payable directly or indirectly by the Municipality or from the source from which the Bonds are payable. The Municipality further covenants and certifies that there are no additional facts or circumstances which may further evidence that the Bonds are part of any other issue of obligations.

(e) The Municipality covenants and certifies that no payment of principal of or interest on the Bonds is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America. The Municipality represents, warrants and covenants that none of the proceeds of the Bonds will be: (1) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America; or (2) invested (directly or indirectly) in any deposit or account which is insured pursuant to federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration, or any similar federally-chartered corporation other than: (A) the investment of the proceeds of the Bonds for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Bonds are being issued; (B) investments of a bona fide debt service fund (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code); (C) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (D) investments in bonds issued by the Department of the Treasury of the United States of America; or (E) other investments permitted pursuant to regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

(f) The Municipality covenants and certifies that, notwithstanding any provision of the Bond Resolution or the rights of the Municipality hereunder, the Municipality will not take or permit to be taken on its behalf any action which would impair the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, and it will take such actions as may be necessary to continue such exclusion, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

(g) The Mayor and/or Municipal Clerk are hereby authorized to execute one or more certificates in connection with the sale and delivery of the Bonds, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Bonds,

and setting forth certain covenants, stipulations, and certifications with respect to the investment, use and expenditures of the proceeds of the Bonds, the use of property financed with proceeds of the Bonds, the sources of payment of the Bonds, and other similar matters. The Municipality hereby covenants to comply with all such covenants, stipulations and certifications. In addition, such officials are authorized to make such elections on behalf of the Municipality as are necessary or appropriate pursuant to the Code or Subsection 148(f) Regulations.

(h) In the event the Municipality receives an opinion of Nationally-Recognized Bond Counsel to the effect that any of the computations, deposits, or payments referenced in Section 7.02 and Section 7.03 hereof are not required to be made in order to avoid adversely affecting the tax-exempt status of interest on the Bonds, the Municipality need not make such computations, deposits, or payments; or, to the effect that compliance with any of the covenants set forth in Section 7.02 and Section 7.03 hereof is not necessary in order to avoid adversely affecting the tax-exempt status of interest on the Bonds, the Municipality need not comply with such covenants except to the extent provided in such opinion.

(i) The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within a three-year period beginning on the date of issuance of the Bonds, and no more than 50% of the proceeds of the Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four (4) years or more.

SECTION 7.04. BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS. Subject to final confirmation in the Purchase Agreement executed by the Municipality and the Purchaser, the Bonds are hereby designated as a portion of the \$10,000,000 of “qualified tax-exempt obligations” within the meaning and for the purposes of Section 265(b)(3) of the Code for the calendar in which the Bonds are issued.

ARTICLE VIII. DEFAULT

SECTION 8.01. EVENT OF DEFAULT. An “Event of Default” as used in the Bond Resolution shall mean either of the following: (1) failure to pay the principal of, premium, if any, or interest on any of the Bonds when such payments shall become due; (2) failure to comply with any other of the covenants of the Municipality set out in the Bond Resolution and the continuation thereof for 30 days after written notice specifying such failure shall have been given to the Municipality by any Bondholder; or (3) filing by the Municipality of a petition pursuant to federal bankruptcy laws or a petition seeking compromise of indebtedness pursuant to any other applicable federal or state laws.

The Bondholders of not less than 25% of the aggregate principal amount of the Outstanding Bonds may, upon an Event of Default, by suit, action, mandamus, or other proceedings at law or in equity enforce and compel performance by the appropriate official or officials of the Municipality of any or all of the acts or duties to be performed by the Municipality pursuant to the provisions of the Act, the TIF Plan, and the Bond Resolution to the extent allowed by law. The Bondholders of not less than 51% in aggregate principal amount of the Bonds then Outstanding may appoint a trustee for the Bondholders of all Outstanding Bonds with authority to represent

such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders pursuant to the Bond Resolution.

Nothing contained in the Bond Resolution shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the obligation of the Municipality to pay the principal of and interest on each of the Bonds issued hereunder to the respective Bondholders thereof at the time and place and in the manner expressed in the Bonds.

ARTICLE IX. ADDITIONAL BONDS; DEFEASANCE

SECTION 9.01. ADDITIONAL BONDS. (a) No Additional Bonds shall be issued unless all of the following conditions are complied with:

(1) The Municipality must be current in all deposits into the Bond Fund, including the Reserve Account, and all payments theretofore required to have been deposited or made by it pursuant to the provisions of the Bond Resolution.

(2) (A) The consent of the Bondholders of 100% of the then Outstanding Bonds to the issuance of such Additional Bonds shall have been obtained; or (B) the amount of the TIF Revenues during any 12 consecutive months of the 18 months immediately preceding the delivery of the Additional Bonds will be equal to at least 120% of the Maximum Annual Debt Service Requirement, calculated by including the debt service on the Bonds and the proposed Additional Bonds.

(3) The Additional Bonds shall be issued for a purpose or purposes authorized by the Act and the TIF Plan.

(b) Such Additional Bonds:

(1) shall be dated, shall bear interest at a rate or rates not in excess of the rate then permitted by applicable law, and shall be payable as to principal and interest and shall mature on any Payment Date as shall be specified in the Additional Bonds Resolution;

(2) shall have such particular designations added to their title as the Municipality may determine, and may be in such denominations as shall be specified in the Additional Bonds Resolution; and

(3) may contain provisions for the redemption thereof at such prices, including principal and accrued interest, at such time or times, upon such notice, in such manner, and upon such other terms and conditions as shall be specified in the Additional Bonds Resolution.

(c) All of such Additional Bonds, regardless of the time or times of their issuance, shall rank equally with all other Bonds with respect to their lien on the TIF Revenues and their source of and security for payment therefrom without preference of any Bonds over any other.

(d) The Municipality shall not issue any obligations whatsoever payable from the TIF Revenues which rank equally as to lien and source and security for their payment from such TIF Revenues with the Bonds, except in the manner and pursuant to the conditions provided in this Section. Junior and subordinate bonds may be issued from time to time within the discretion of the Municipality.

SECTION 9.02. DEFEASANCE OF BONDS. If the Municipality shall pay or cause to be paid, or there shall otherwise be paid, to the Bondholders of all Bonds the principal of, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Bond Resolution, then the pledge of any TIF Revenues, and other moneys and securities pledged pursuant to the Bond Resolution and all covenants, agreements, and other obligations of the Municipality to the Bondholders, shall thereupon cease, terminate, become void, and be discharged and satisfied.

Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust by the Paying Agent (through deposit by the Municipality of funds for such payment or redemption or otherwise) shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section. All Outstanding Bonds of a series shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section if (a) in case any of the Bonds are to be redeemed on a date prior to their maturity, the Municipality shall have adopted a resolution or order directing the call and redemption of such Bonds on said date; (b) there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or moneys which shall be invested in direct obligations of the United States of America, or obligations the principal of and interest on which is guaranteed by the United States of America, and which obligations are not redeemable prior to their maturity by the issuer or any other Person other than the holder thereof, the principal of and the interest on which when due will provide money which, together with the moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient, without reinvestment, to pay when due the principal and accrued interest, if applicable, and interest due and to become due on the Bonds on and prior to the redemption date or maturity date thereof, as the case may be; and (c) in the event the Bonds are not by their terms subject to redemption within the succeeding sixty days, the Municipality shall have adopted a resolution or order directing the call and redemption of such Bonds on such date and notice to the Bondholders of such Bonds has been given that the deposit required by (b) above has been made with the Paying Agent and that the Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal and accrued interest, if applicable, on the Bonds. Neither investments nor moneys deposited with the Paying Agent pursuant to this Section nor principal or interest payments on any such investments shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or interest payments on the Bonds; provided, that if the interest on such investments deposited with the Paying Agent, if not then needed for such purpose, may to the extent practicable and legally permissible, be reinvested in investments of the type allowed in Section 5.03 of the Bond Resolution maturing at times and in amounts sufficient to pay when due the principal and accrued interest, if applicable, and interest due or to become due on the Bonds to the redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments may be paid over to the Municipality, as received by the Paying Agent, free and clear of any trust, lien or pledge.

**ARTICLE X.
MISCELLANEOUS**

SECTION 10.01. RESOLUTION CONSTITUTES CONTRACT. In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, the Bond Resolution shall be deemed to be and shall constitute a contract between the Municipality and such Bondholders, and the covenants and agreements herein set forth to be performed by the Municipality shall be for the equal benefit, protection, and security of the Bondholders of any and all of the Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Bonds over any other thereof except as expressly provided therein and herein.

SECTION 10.02. MODIFICATION OR AMENDMENT. (a) No material modification or amendment of the Bond Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Bondholders of two-thirds or more in principal amount of the Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to pay the interest and principal on the Bonds, as the same mature and become due, from the TIF Revenues, or reduce such percentage of Bondholders of the Bonds required above for such modification or amendment without the consent of the Bondholders of all of the Bonds.

(b) The foregoing shall not be construed to prohibit supplemental amendments of the Bond Resolution without the consent of Bondholders for the following purposes:

(1) to add to the covenants and agreements of the Municipality herein contained other covenants and agreements thereafter to be observed and performed by the Municipality, provided that such other covenants and agreements shall not either expressly or implicitly limit or restrict any of the obligations of the Municipality contained in the Bond Resolution;

(2) to cure any ambiguity or to cure, correct, or supplement any defect or inconsistent provision contained in the Bond Resolution or in any supplemental resolution or to make any provisions with respect to matters arising pursuant to the Bond Resolution or any supplemental resolution for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of the Bond Resolution or any supplemental resolution and do not adversely affect the interests of the Bondholders of the Bonds; or

(3) to subject to the lien of the Bonds and the pledge herein contained additional revenues or receipts.

(c) Notwithstanding any provision herein to the contrary, the Bond Resolution may be amended by resolution of the Municipality prior to the delivery of the Bonds with the consent of the Purchaser.

SECTION 10.03. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions of the Bond Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited,

or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions, and shall in no way affect the validity of any of the other provisions of the Bond Resolution or of the Bonds or interest thereon.

SECTION 10.04. PAYMENTS DUE ON DAYS OTHER THAN BUSINESS DAYS. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds, or the date on which any moneys are required to be deposited into any fund or account pursuant hereto, shall be in the city in which the principal office of the Paying Agent is located a day other than a Business Day, then paying of interest or principal, and premium, if any, or deposit into the Funds pursuant hereto, need not be made on such date but shall be made on the next Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, or the date fixed for deposit into a Fund, and no interest shall accrue for the period after such date.

SECTION 10.05. ALLOCATION OF MONEYS. Whenever any amounts are required by the Bond Resolution to be on deposit in a specified fund or account pursuant hereto, it shall be sufficient if there is a clear allocation of such amounts in the records of the Municipality, notwithstanding that such amounts are combined with other moneys of the Municipality in a combined deposit or investment.

SECTION 10.06. BOND RESOLUTION FOR BENEFIT OF MUNICIPALITY, PAYING AGENT, AND REGISTERED OWNERS. Nothing in the Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any Person or entity, other than the Municipality, the Paying Agent, the Registered Owners of the Bonds, or the Bondholders, any right, remedy, or claim pursuant to or by reason of the Bond Resolution or any covenant, condition, or stipulation hereof, and all covenants, stipulations, promises, and agreements contained in the Bond Resolution shall be for the sole and exclusive benefit of the Municipality, the Paying Agent, the Registered Owners of the Bonds, or the Bondholders.

SECTION 10.07. POST ISSUANCE COMPLIANCE PROCEDURES. The Municipality hereby approves and adopts the Post Issuance Compliance Procedures in substantially the form set out in **Attachment D** hereto.

SECTION 10.08. CERTIFICATES OF TAX ASSESSOR OF THE COUNTY AND MISSISSIPPI DEPARTMENT OF REVENUE. The Municipal Clerk is hereby authorized and directed to request and deliver certificates each year from the Tax Assessor of the County and the Mississippi Department of Revenue while the TIF Plan is in effect certifying the Captured Assessed Value of the real and personal property of the Municipality included in the TIF Plan and the diversion of Municipality Sales Tax TIF Revenues to the Municipality, in substantially the forms attached hereto as **Attachment A**.

SECTION 10.09. BOOK-ENTRY ONLY SYSTEM. Notwithstanding anything herein to the contrary and unless specifically requested by the Purchaser of the Bonds, the Bonds shall not be initially issued in the form of a separate, single, and fully registered Bond for each of the maturities thereof. In such case, upon initial issuance, the ownership of each such Bond shall be registered

in the Bond Register in the name of Cede & Co., as nominee of DTC, all of the Outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Municipality and the Paying Agent shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC participants") or to any Person on behalf of whom such a DTC participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Municipality and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC participant with respect to any ownership interest in the Bonds; (b) the delivery to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption; or (c) the payment to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Bonds. Notwithstanding any other provision of the Bond Resolution to the contrary, the Municipality and the Paying Agent shall be entitled to treat and consider the Person in whose name each Bond is registered in the Bond Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent, shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Bond Register as provided in the Bond Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Municipality's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than a Registered Owner, as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the Municipality to make payments of principal, premium, if any, and interest pursuant to the Bond Resolution. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in the Bond Resolution with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in the Bond Resolution shall refer to such new nominees of DTC.

In the event that the Municipality and the Paying Agent determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Municipality and the Paying Agent shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC participants of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository; or (b) notify DTC and DTC participants of the availability through DTC of Bond certificates and transfer one or more separate Bond certificates to DTC participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners

transferring or exchanging Bonds shall designate, in accordance with the provisions of the Bond Resolution.

Notwithstanding any other provision of the Bond Resolution to the contrary, so long as any of the Bonds is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

**ARTICLE XI.
FURTHER ACTION; REPEALING CLAUSE AND EFFECTIVE DATE;
DESIGNATION OF BONDS; MISCELLANEOUS**

SECTION 11.01. FURTHER ACTION. The Mayor and the Municipal Clerk are hereby authorized to execute such documents, instruments, certificates, and papers, and do such acts and things as may be necessary or appropriate in connection with the authorization, issuance, sale, validation, and delivery of the Bonds.

SECTION 11.02. REPEALING CLAUSE AND EFFECTIVE DATE. All ordinances, resolutions, or orders of the Governing Body in conflict with the provisions of the Bond Resolution shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, the Bond Resolution shall become effective immediately upon the adoption thereof.

SECTION 11.03. DEDICATION OF IMPROVEMENTS. If it is in the best interests of the Municipality, the provisions of the Act requiring dedication of the “redevelopment project” to the Municipality shall not apply to such improvements which are constructed on the privately-owned portion of the Project.

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 President of the City Council declared the motion carried and the resolution adopted this day, _____, 20____.

City of Jackson, Mississippi

President, City Council

Municipal Clerk

(seal)

Attachment A

Certificates of the Tax Assessor of the County and the Mississippi Department of Revenue

Attachment B

Purchase Agreement

Attachment C

Placement Agreement

Attachment D

Post Issuance Compliance Procedures

Attachment E

Proof of Publication of Notice of Public Hearing for TIF Plan

OFFICE OF THE CITY ATTORNEY

This RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2022 (FONDREN HOSPITALITY PROJECT), OF THE CITY OF JACKSON, MISSISSIPPI, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$1,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING OR REIMBURSING THE COSTS OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR THE USE OR BENEFIT OF THE FONDREN HOSPITALITY PROJECT, PURSUANT TO PLANS, INCLUDING THE TAX INCREMENT FINANCING PLAN, PRESENTED TO AND APPROVED BY THE MUNICIPALITY; PRESCRIBING THE FORM OF AND INCIDENTS OF THE BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE TAX INCREMENT REVENUES TO BE DERIVED FROM THE TAX INCREMENT FINANCING DISTRICT PURSUANT TO THE TAX INCREMENT FINANCING PLAN IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING VARIOUS FUNDS AND ACCOUNTS, INCLUDING A DEBT SERVICE RESERVE ACCOUNT; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS, IF ANY; APPROVING AND AUTHORIZING THE EXECUTION AND DISTRIBUTION OF A PURCHASE AGREEMENT AND A PLACEMENT AGREEMENT PERTAINING TO THE SALE OF THE BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; ENGAGING VARIOUS PROFESSIONALS IN CONNECTION WITH THE AUTHORIZATION, ISSUANCE, VALIDATION, SALE, AND DELIVERY OF THE BONDS; AND FOR RELATED PURPOSES is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

11/17/22
Date

Diversion Certificate

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI



Date: May 24, 2022

CITY OF JACKSON
PO BOX 17
JACKSON MS 39205-0017

**City of Jackson Sales Tax Diversion
Fondren Hospitality Project
As Diverted As Of April 30, 2022**

Pursuant to and as required by Miss. Code Ann. Section 21-45-21, as amended, and a resolution duly adopted by the Mayor and Board of Alderman of the City of Jackson, Mississippi dated on April 30, 2018 (the "Bond Resolution"), the Mississippi Department of Revenue, as authorized by the "Tax Increment Financing Act", Miss. Code Ann. Section 21-45-21, as amended (the "Act"), and after having been requested and authorized to do so by the Bond Resolution, does hereby certify that:

1. The Original Diversion Amount of the sales tax collected and diverted to the City from the Redevelopment Project as determined by the Mississippi Department of Revenue as of April 30, 2018 is \$0.
2. The Current Diversion Amount collected within the Redevelopment Project and diverted to the City and as determined by the Mississippi Department of Revenue as of April 30, 2022 is \$56,054.04.
3. On April 30, 2022 the incremental increase in diverted sales taxes resulting from the City sales tax is \$56,054.04 (the "Tax Increment").

For purposes of the Certificate, the following words and phrases shall have the following meaning:

"Current Diversion Amount" shall mean the amount of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City in the twelve-month period ending April 30, 2018 and as of April 30 of each year thereafter as long as the Bonds are outstanding and as set forth in the Annual Diversion Certificate of the Mississippi Department of Revenue filed with the City.

"Original Diversion Amount" shall mean the amount of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City in the twelve-month period ending April 30, 2018, as certified by the Mississippi Department of Revenue as required by Miss. Code Ann. Section 21-45-21, as amended.

"Redevelopment Project" shall mean the City of Jackson, MS Project as described in detail in the Tax Increment Financing Plan for the Fondren Hospitality Project, City of Jackson, Mississippi, and approved by the Mayor and Board of Aldermen of the City on April 30, 2018, such project being located on parcel of land described in EXHIBIT A of said plan.

"Tax Increment" shall mean the added increments of municipal ad valorem tax and sales tax revenue resulting from the taxation of the captured assessed value of the real and personal property contained within and forming a part of the Redevelopment Project site and the increased increment of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City when the original diversion amount is subtracted from the current diversion amount to the City which shall be so much of the additional tax revenues necessary and sufficient to pay the principal of and interest on the Bond and any future series of bonds issued by the City for the Redevelopment Project together with the annual fees and expenses

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Date: March 24, 2022

of the paying agent but shall not include ad valorem taxes for school district purposes nor ad valorem taxes levied and collected for and on behalf of the City of Jackson, Mississippi.

Ciera Hill, Auditor

ASSESSMENT CERTIFICATE OF THE HINDS COUNTY TAX ASSESSOR

I, Charles E. Stokes, Tax Assessor of Hinds County, Mississippi (the "County"), do hereby certify as follows with regards to certain real property including personal property located thereon (collectively the "TIF District Property") all as described in the *Tax Increment Financing Plan for the Fondren Hospitality Project, City of Jackson, Mississippi, May 2018*, (the "TIF Plan") adopted by the City of Jackson, Mississippi (the "City"), said real and personal property being located within the tax increment financing district set forth on Exhibit A hereto as established by the City in the TIF Plan:

1) The "*Original Assessed Value*", as such term is defined under Sections 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and particularly Section 21-45-21 of the Act, of the TIF District Property as of January 1, 2018, was **\$84,431** according to its then most recently determined valuation.

2) The "*Original Assessed Value*" resulted in:

CITY TAXES:	\$5,321.72 at 63.03 mills
COUNTY TAXES:	\$3,510.69 at 41.58 mills
SCHOOL TAXES:	\$7,153.83 at 84.73 mills

3) The "*Current Assessed Value*", as such term is defined under Section 21-45-21 of the Act, of the TIF District Property as of January 1, 2022, is **\$1,354,908** according to the most recently determined valuation, consisting of **\$862,677** in real property and **\$492,231** in personal property.

4) The "*Captured Assessed Value*", as such term is defined under Section 21-45-21 of the Act, of the TIF District Property, as of January 1, 2022, is **\$1,270,476.85** according to the most recently determined valuation, consisting of **\$778,246.00** in real property and **\$492,230.85** in personal property.

5) The projected incremental increase in ad valorem taxes for the 2021 tax year (being due and payable on or before February 1, 2022) resulting from ad valorem taxation by the City and County, when applied to the Captured Assessed Value is:

CITY TAXES:	\$80,078.16 at 63.03 mills
COUNTY TAXES:	\$54,109.61 at 42.59 mills
*SCHOOL TAXES:	\$110,277.39 at 86.80 mills

IN WITNESS WHEREOF, I have hereto set my hand on this the 25 day of January 2022.



CHARLES E. STOKES, TAX ASSESSOR
HINDS COUNTY, MISSISSIPPI

**NOTE: School taxes are not eligible for use with tax increment financing and are provided for informational purposes only*

Sales Parameters Sheet

City of Jackson, Mississippi
\$_____ Tax Increment Financing Revenue Bonds, Series 2022
(Fondren Hospitality Project)
(the "Bond" or "Bonds")

Issuer: **City of Jackson, Mississippi (the "Municipality")**
Placement Agent: _____
Municipal Advisor: **PFM Financial Advisors LLC**
Bond Counsel: **Watkins & Eager PLLC, Jackson, Mississippi and**
The May Law Firm, PLLC, Jackson, Mississippi

Project: The development by Fondren Hospitality, LLC (the "Developer") of a 125-room hotel, parking, and related amenities in the Fondren neighborhood in the Municipality, specifically described in the *Tax Increment Financing Plan for the Fondren Hospitality Project, May 2018*, adopted by the City Council of the Municipality (the "Governing Body") on June 19, 2018 (together, the "TIF Plan"), known as the Fondren Hospitality Project (the "Project").

Purpose: The proceeds of the Bonds will be used to: (a) pay or reimburse a portion of the costs of certain Infrastructure Improvements, as described below and in the TIF Plan, (b) fund a debt service reserve account, if required, and (c) pay the costs of the authorization, issuance, sale, validation, and delivery of the Bonds.

Infrastructure Improvements: Proceeds of the Bonds will be used to reimburse the costs of constructing various public infrastructure improvements, as described further in the TIF Plan, including, but not limited to, the cost of demolishing and removing structures and acquiring and constructing various improvements for the use or benefit of the Project, which may include, but are not necessarily limited to: installation, rehabilitation and/or relocation of utilities such as water, gas and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, site improvements, structured and surface parking; relocation of electrical lines; lighting and signalization; landscaping of rights-of-way; related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest; and other related soft costs.

Bonds: Tax Increment Financing Revenue Bonds, Series 2022
(Fondren Hospitality Project)

Amount: Maximum principal amount of \$_____

Tax Status: The Bonds will be exempt from income taxes of the State of Mississippi, exempt from federal income taxes, and will be "qualified tax-exempt obligations" based upon Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

Term: The term of the Bonds is _____ years from date of issuance, with a final maturity of _____ 1, 20__.

Structure: Annual principal payments beginning _____ 1, 20__, and semi-annual interest payments on _____ 1 and _____ 1, beginning _____ 1, 20__. Final maturity of _____ 1, 20__. The schedule of estimated mandatory sinking fund payments is attached as **Exhibit A**.

Optional Redemption: The Municipality prefers the option to redeem or refund the Bonds either in whole or in part on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption.

Security: Pursuant to the TIF Plan and the resolution adopted by the Governing Body of the Municipality on _____, 20__, authorizing and directing the issuance and sale of the Bonds (the "Bond Resolution"), the Bonds will be secured solely by a pledge of the increased ad valorem taxes (both real and personal) of the Municipality and a pledge of the increased municipal sales tax rebates to the Municipality generated within the TIF District (as defined and described in the TIF Plan), as set forth with more particularity in the TIF Plan and below:

The Bonds will be secured by 100% of the incremental increases in ad valorem taxes (both real and personal) of the Municipality and 100% of the incremental increase in the amount of municipal sales tax rebates to the Municipality generated within the TIF District.

However, the Bond will be sized based upon 100% of the incremental increases in ad valorem taxes (both real and personal) of the Municipality and 50% of the incremental increases in the amount of municipal sales tax rebates to the Municipality generated within the TIF District.

The Bonds will never be a general obligation of the Municipality, will not be secured by the full faith, credit, and taxing power of the Municipality, nor create any other pecuniary liability on the part of the Municipality other than the pledge of the incremental increases in the ad valorem

taxes (both real and personal) and municipal sales tax rebates set forth above.

Debt Service Reserve Fund:

If so required by the Municipality or the party purchasing the Bonds (the "Purchaser"), a portion of the proceeds of the Bonds may be used to fund a debt service reserve account, equal to the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future Fiscal Year on all Bonds then outstanding; (ii) 120% of the average Annual Debt Service Requirement for the Bonds; or (iii) 10% of the stated principal amount of the Bonds.

Paying Agent:

Please indicate your interest (and fee, if any) in serving as Paying Agent; otherwise, the Municipality will select the Paying Agent (if any).

Bond Ratings:

None on this issue.

Bond Insurance:

None on this issue.

Payment Record:

[to be provided]

Interest Rate:

Provide interest rate on **Exhibit A**. Interest shall be calculated 30/360 unless otherwise indicated.

Privately Negotiated Transaction:

It is the expectation of the Municipality that the Bonds shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository (unless specifically requested by the Purchaser), (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service (unless specifically requested by the Purchaser). The Purchaser will be required to represent that its present intention is to hold the Bonds to maturity or earlier redemption and to make other standard representations included in a Purchaser Letter. If the Purchaser has a different preference, please specify via **Exhibit A**.

Conditions Precedent to Financing:

Including, but not limited to, the following:

(i) Execution of all reasonable documentation as may be requested by the Purchaser relating to the Bonds in form and substance satisfactory to the Purchaser.

(ii) Receipt of an opinion of Bond Counsel, in form and substance satisfactory to the Purchaser and including

without limitation, due authorization, enforceability, and compliance with all applicable laws.

(iii) Receipt of and satisfactory review by the Purchaser of all applicable ordinances and evidence of authority.

(iv) Receipt of an opinion from Bond Counsel confirming tax-exempt status of the Bonds.

Remedies:

The Purchaser shall have all of the rights and remedies set forth in the financing documents, and available at law and in equity, for the enforcement thereof.

Legal Opinions:

Legal matters incident to the authorization and issuance of the Bonds are subject to the unqualified approving opinion of Bond Counsel.

Disclaimer:

This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Purchaser and the Municipality. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies, or other provisions that may be contained in documents required to consummate this financing.

Proposal Process:

The Municipal Advisor, the Placement Agent, and the Municipality may, at any time prior to the selection of a Purchaser, reject any and all proposals and cancel this Term Sheet, without liability therefor, upon finding it would be in the Municipality's best interest to cancel this Term Sheet. Further, regardless of the number and quality of proposals submitted, the Municipal Advisor, the Placement Agent, and the Municipality shall under no circumstances be responsible for any costs and expenses of any Purchaser incurred in submitting a response to this Term Sheet. Any Purchaser who submits a response does so solely at their own risk and expense. The Municipal Advisor, the Placement Agent, and the Municipality accept no responsibility for the return of successful or unsuccessful proposals. This Term Sheet in no way obligates the Municipal Advisor, the Placement Agent, and the Municipality to make a selection. Acceptance of financing and related terms is subject to approval by the Municipality, as evidenced by the execution of **Exhibit A**.

- Acceptance:** Submission of proposals, in response to this Term Sheet, constitutes acceptance of all conditions, requirements, and limitations described in this Term Sheet.
- Basis for Award:** The Bonds will be awarded to the Purchaser producing the lowest interest cost to the Municipality and with the terms most advantageous to the Municipality, including, but not limited to, Paying Agent fees, bank counsel fees, and early redemption provisions.
- Purchaser Letter:** The Purchaser will be required to deliver a Purchaser Letter running to the Municipality, the Placement Agent, and Bond Counsel, which also states, among other usual and customary matters, that it intends to hold the obligation until maturity, early redemption, or mandatory tender, and has performed its own due diligence, evaluation, and investment decision without reliance upon others.

Exhibit A

OFFICIAL PROPOSAL FORM

To: City of Jackson, Mississippi (the "Municipality")

Re: \$_____ Tax Increment Financing Revenue Bonds, Series 2022 (Fondren Hospitality Project) (the "Bond" or the "Bonds").

Term Bond maturing on _____ 1, 20__, at _____% per annum.

Due _____ 1	Principal Amount*
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
Total	\$ _____

*preliminary; subject to change

Paying Agent Fee (if any): \$ _____

Call Provision*: _____
 *The Municipality would prefer an optional redemption at any time.

Other provisions of proposal (if any): _____

Respectfully submitted,

By: _____

Name: _____

Title: _____

Date: _____

Approved and accepted by:

City of Jackson, Mississippi

Mayor

Date: _____

CITY OF JACKSON, MISSISSIPPI
\$ _____ TAX INCREMENT FINANCING REVENUE BONDS, SERIES 20__
(FONDREN HOSPITALITY PROJECT)

Date: _____, 20__

PURCHASE AGREEMENT

City Council
City Hall
219 South President Street
Jackson, Mississippi 39201

_____, _____, _____ (the "Purchaser"), offers to enter into this Purchase Agreement (the "Agreement") with the City of Jackson, Mississippi (the "Municipality"), for the purchase of the Municipality's \$ _____ Tax Increment Financing Revenue Bonds, Series 2022 (Fondren Hospitality Project) (the "Bonds"), which, upon the Municipality's acceptance, will be binding upon the Municipality and the Purchaser. This offer is made subject to acceptance by the Municipality at or prior to the end of the day on the date hereof and if not so accepted will be subject to withdrawal by the Purchaser upon written notice delivered to the Municipality by the Purchaser at any time prior to acceptance by the Municipality.

All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the resolution authorizing and directing the issuance of the Bonds, adopted _____, 20__, by the City Council (the "Governing Body") of the Municipality (the "Bond Resolution"); the *Tax Increment Financing Plan for the Fondren Hospitality Project, City of Jackson, Mississippi, May 2018*, approved by the Governing Body on June 19, 2018 (the "TIF Plan"); or the Development and Reimbursement Agreement approved by the City Council on June 19, 2018, by and between the Municipality and Fondren Hospitality, LLC, a Mississippi limited liability company and its affiliates, or any entities related thereto, or any successors or assigns thereof, the Developer of the Project (together, the "Developer"), and dated as of June 20, 2018 (the "Development and Reimbursement Agreement").

1. **BACKGROUND**

(a) The Municipality will issue and sell its Bonds. The Bonds are being issued to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements to support the development of a 125-room hotel, parking, and related amenities in the Fondren neighborhood located in the city limits of the Municipality known as the Fondren Hospitality Project (the "Project").

(b) The Bonds will be issued pursuant to the authority of the Constitution and statutes of the State of Mississippi (the "State"), including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), the TIF Plan, and by the further authority of proceedings duly had by the Governing Body of the Municipality, including the Bond Resolution.

(c) The Bonds are a limited obligation of the Municipality payable solely from and secured solely by a pledge of 100% of the Municipality's additional ad valorem tax revenues

received by the Municipality resulting from ad valorem taxes on the “captured assessed value” of real property, including personal property located thereon, within the boundaries of the tax increment financing district described in the TIF Plan (the “TIF District”), as defined and calculated in the manner set forth in the Act (the “Municipality Ad Valorem TIF Revenues”), and 100% of the Municipality’s additional municipal sales tax diversion received by the Municipality from sales taxes collected within the boundaries of the TIF District, based upon the “original sales value,” as defined and calculated in the manner set forth in the Act (the “Municipality Sales Tax TIF Revenues”) (together, the “TIF Revenues), as provided for in the TIF Plan, in the Development and Reimbursement Agreement, and in the Bond Resolution. The TIF Revenues has been pledged to pay the principal of, premium, if any, and interest on the Bonds and to make the payments into the Bond Fund provided for in the Bond Resolution.

(d) The Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State.

(e) The Bonds will contain the terms and provisions described in the Bond Resolution and will bear interest at the rates and mature on the dates all as more fully described in Section 4(d) of this Agreement.

(f) [In reliance upon the opinion of The May Law Firm, PLLC, Jackson, Mississippi, and Watkins & Eager PLLC, Jackson, Mississippi (together, “Bond Counsel”), interest on the Bonds will be excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings, and court decisions, and the Bonds will be designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, supplemented, or superseded, and any regulations thereunder (the “Code”).]

2. REPRESENTATIONS OF THE MUNICIPALITY

The Municipality makes the following representations, all of which will survive the purchase and offering of the Bonds:

(a) The Municipality is a political subdivision of the State, duly organized and existing pursuant to the laws of the State.

(b) The Municipality is authorized by the provisions of the Act and the Bond Resolution to issue the Bonds secured as set forth in the Bond Resolution.

(c) The Municipality has complied with all provisions of the Constitution and the laws of the State pertaining to the issuance and sale of the Bonds, including the Act, and has full power and authority to authorize and thereafter consummate all transactions contemplated by this Agreement and the Bonds.

(d) The Municipality has duly adopted the necessary resolutions and has duly authorized the execution of this Agreement and the issuance and sale of the Bonds, and has taken all actions and obtained all approvals necessary and appropriate to carry out the same.

(e) The Municipality has duly authorized all necessary actions to be taken by the Municipality for (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Bond Resolution; (ii) the execution, delivery, receipt, and due performance of this Agreement and

the Bonds, and any and all other agreements and documents as may be required to be executed, delivered, and received by the Municipality in order to consummate the transactions contemplated hereby; and (iii) the consummation of the transactions contemplated hereby.

(f) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board or body pending or, to the best of the Municipality's knowledge, threatened against or affecting the Municipality (or any basis therefor), wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or the validity of the Bonds, this Agreement or any agreement or instrument to which the Municipality is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(g) The execution and delivery by the Municipality of this Agreement, the Bonds, and other agreements contemplated hereby and compliance with the provisions thereof will not conflict with or constitute, on the part of the Municipality, a breach of or a default pursuant to any existing law, court, or administrative regulation, decree, or order or any agreement, indenture, mortgage, lease, or other instrument to which the Municipality is subject or by which the Municipality is or may be bound.

(h) Any certificate signed by any of the Municipality's authorized officers and delivered to the Purchaser shall be deemed a representation and warranty by the Municipality to the Purchaser as to the statements made therein.

(i) [information to be provided]

3. COVENANTS OF THE MUNICIPALITY

The Municipality agrees to the following covenants, all of which will survive the purchase and offering of the Bonds and any investigations made by or on behalf of the Purchaser:

(a) The Municipality shall apply the proceeds of the Bonds in accordance with the Bond Resolution.

(b) The Municipality shall not take or omit to take, as may be applicable, any action which would, in any way, cause the proceeds of the Bonds to be applied in a manner contrary to the requirements of the Bond Resolution.

(c) Whether or not the sale of the Bonds by the Municipality to the Purchaser is consummated, the Municipality agrees that the Purchaser shall have no obligation to pay any costs or expenses incident to the performance of the obligations of the Municipality pursuant to this Agreement.

(d) [As required by the Purchaser, a sufficient portion of the proceeds of the sale of the Bonds or other legally available funds of the Municipality shall be deposited into the debt service reserve account (the "Reserve Account") established by the Bond Resolution, in an amount sufficient to satisfy the Debt Service Reserve Requirement (as defined in the Bond Resolution.)]

4. PURCHASE, SALE, AND DELIVERY OF THE BONDS: FUNDS

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20	\$	%
20	\$	%
20	\$	%
20	\$	%
20	\$	%
20	\$	%
20	\$	%
20 *	\$	%

*Final Maturity

(f) [The Bonds are subject to redemption prior to maturity at the election of the Municipality, either in whole or in part on any date at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each redemption, if any, shall be mailed, postage prepaid, not less than 30 days prior to the redemption date, to the Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent.]

(g) In connection with the purchase, sale, and delivery of the Bonds, the Purchaser represents and warrants to the Municipality the following:

(1) The Bonds will be sold and purchased as set forth in this Section through a private sale to qualified institutional buyers or investors in an offering which meets the requirements for the exemption set forth in Securities and Exchange Commission Regulation 15c2-12(d)(1);

(2) The Purchaser is not purchasing for more than 1 account, and is purchasing the Bonds for its own account for the purpose of investment and not with a view towards distribution or resale;

(3) The Purchaser has knowledge and experience in financial and business matters and is capable of evaluating the risks and merits of purchasing the Bonds;

(4) The Purchaser has read and understands the Bond Documents (hereinafter described);

(5) The Purchaser has had an opportunity to obtain and has obtained from the Municipality all of the information, documents, and materials it regards as necessary to evaluate the merits and risks of its purchase of the Bonds;

(6) The Purchaser recognizes that Bond Counsel and Catoria P. Martin, Esq., City Attorney, Jackson, Mississippi (the "Counsel to the Municipality") are not responsible for any information contained in or omitted from materials regarding the Municipality and that it

does not look to Bond Counsel or Counsel for the Municipality to obtain such information on its behalf; and

(h) While it has no present intention to resell or otherwise dispose of the Bonds purchased by it, the Purchaser (or if the Bonds are to be placed with qualified buyers, then such qualified buyers) agrees that any sale or transfer of the Bonds, other than in a primary offering as defined in Securities and Exchange Commission Rule 15c2-12, will be in principal amounts of not less than \$ _____ each or any integral multiple of \$ _____ in excess thereof up to the amount of a single maturity, and the Purchaser assumes the responsibility for disclosing all material information in compliance with all applicable federal and state securities laws in the event of the resale of the Bonds. The Purchaser further agrees to require any buyer or other transferee to acquire the Bonds subject to the transfer restrictions set forth in this paragraph.

5. BOND DOCUMENTS

On or prior to the Closing Date, the Purchaser shall have received a copy, certified by the Municipality Clerk of the Municipality, of the transcript of proceedings of the Governing Body of the Municipality in connection with the authorization, issuance, sale, and validation of the Bonds. Such transcript shall include the Bond Resolution and the form of this Agreement (collectively, the "Bond Documents").

6. CONDITIONS TO OBLIGATIONS OF THE PURCHASER

The obligation of the Purchaser to purchase and pay for the Bonds and the obligation of the Municipality to sell the Bonds to the Purchaser shall be subject to the following conditions precedent:

(a) The Municipality shall have performed all of its obligations hereunder and the statements made on behalf of the Municipality hereunder shall be true and correct on the date hereof and on the Closing Date, as if made on the Closing Date, and the Municipality shall deliver a certificate to such effect.

(b) Except as may have been agreed to by the Purchaser, as of the Closing Date, each of the Bond Documents and all other official actions of the Municipality relating thereto shall be in full force and effect and shall not have been amended, modified, or supplemented.

(c) The Municipality shall have received the approving opinion of Bond Counsel, in form and substance acceptable to the Purchaser.

(d) The Purchaser shall have received the opinion of Counsel to the Municipality, dated the Closing Date and addressed to the Purchaser, in form and substance acceptable to the Purchaser.

(e) Between the date of this Agreement and the Closing Date, no material adverse change shall have occurred, nor shall any development have occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Municipality.

(f) On or prior to the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bonds and the Bond Documents by the Municipality shall have been taken, and the Municipality shall have performed and complied with all agreements, covenants, and conditions required to be performed or complied with by this Agreement, the Bonds and the Bond Documents, and the Municipality shall deliver a certificate to such effect insofar as the foregoing actions, agreements, covenants, and conditions apply, and each of such agreements shall be in full force and effect and shall not have been amended, modified, or supplemented, except as has been agreed to in writing by the Purchaser.

(g) None of the events referred to in Section 7 of this Agreement shall have occurred.

(h) The Purchaser shall have received a certificate, dated the Closing Date and signed on behalf of the Municipality, to the effect that:

(1) the Municipality has not received notice of any pending, nor to the Municipality's knowledge is there any threatened, action, suit, proceeding, inquiry, or investigation against the Municipality, at law or in equity, by or before any court, public board or body, nor to the Municipality's knowledge is there any basis therefor, affecting the existence of the Municipality or the titles of its officers to their respective offices, or seeking to prohibit, restrain, or enjoin the sale, issuance, or delivery of the Bonds or the pledge of TIF Revenues pledged or to be pledged to pay the principal of, premium, if any, and interest on the Bonds, or in any way materially adversely affecting or questioning (A) the existence and powers of the Municipality, (B) the use of the proceeds of the Bonds, (C) the validity or enforceability of the Bonds, the Bond Resolution, or any proceedings of the Municipality taken with respect to the Bonds, (D) the execution and delivery of this Agreement or the Bonds, or (E) the power of the Municipality to carry out the transactions contemplated by this Agreement or the Bonds;

(2) the Municipality has complied with all the covenants and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Date, and the representations and warranties of the Municipality contained herein are true and correct as of the Closing Date.

(i) Evidence, satisfactory in form and substance to the Purchaser and Bond Counsel, of a satisfactory and favorable conclusion to a bond validation proceeding pursuant to the laws of the State with respect to the Bonds shall have been received.

(j) Such additional opinions and other documents as the Purchaser or Bond Counsel may reasonably request to evidence performance of or compliance with the provisions of this Agreement and the transactions contemplated hereby, the Bonds and other documents to be satisfactory in form and substance to the Purchaser, shall have been received.

(k) If any conditions to the obligations of the Purchaser or the Municipality contained in this Agreement are not satisfied and the satisfaction of such conditions shall not be waived by the Purchaser and the Municipality, then, at the option of the Purchaser and the Municipality, the Closing Date (1) shall be postponed for such period as may be necessary for such conditions to be satisfied or (2) without limiting the generality of Section 11 of this Agreement, the obligations of the Purchaser and the Municipality pursuant to this Agreement shall terminate, and neither the Purchaser nor the Municipality shall have any further obligations or liabilities hereunder.

All of the legal opinions, the Bonds, proceedings, instruments, and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Purchaser and the Municipality.

7. TERMINATION

The Purchaser may terminate its obligations hereunder by written notice to the Municipality if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(a) Legislation shall have been enacted or a decision by a court of the United States of America shall be rendered or any action taken by the Securities and Exchange Commission which, in the opinion of counsel to the Purchaser, if any, has the effect of requiring the offer or sale of the Bonds to be registered pursuant to the Securities Act of 1933, as amended.

(b) (1) In the judgment of the Purchaser, the market price of the Bonds are adversely affected because (A) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; (B) a general banking moratorium shall have been established by federal, State of New York, or State authorities; or (2) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance or sale of the Bonds or in any way contesting or affecting any authority or security for or the validity of the Bonds, or the existence or powers of the Municipality.

(c) There shall have occurred any change that, in the reasonable judgment of the Purchaser, makes unreasonable or unreliable any of the assumptions upon which payment of debt service on the Bonds are predicated.

(d) There shall have occurred any material change in the business or affairs of the Municipality which, in the reasonable judgment of the Purchaser, materially adversely affects the investment quality of the Bonds.

(e) Any legislation, ordinance, rule, or regulations shall be enacted or be actively considered for enactment by any governmental body, department, or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered, which, in the reasonable opinion of the Purchaser, materially or adversely affects the market price of the Bonds.

(f) A stop order, ruling regulation, or official statement by or on behalf of the Secretary of State of the State shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, is a violation of any provisions of the Blue Sky laws of the State.

(g) Any condition to the Purchaser's obligations hereunder is not satisfied or if there is any refusal, inability, or failure on the part of the Municipality to comply with any of the terms or to fulfill any of the conditions provided for or contemplated by this Agreement, or if for any reason the Municipality shall be unable to perform all of its obligations or satisfy conditions provided for or contemplated in this Agreement.

(h) Additional material restrictions, not in force as of the date hereof, shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

8. CONDITION OF THE MUNICIPALITY'S OBLIGATIONS

The Municipality's obligations hereunder are subject to the Purchaser's performance of its obligations hereunder.

9. NOTICES

Any notice or other communication to be given to the Municipality and the Purchaser pursuant to this Agreement may be given by delivering the same in writing as follows:

Municipality: City of Jackson, Mississippi
Attention: Municipality Clerk
City Hall
219 South President Street
Jackson, Mississippi 39201

Purchaser: _____

Placement Agent: _____

10. SUCCESSORS

This Agreement is made solely for the benefit of the Municipality and the Purchaser (including their successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof (other than pursuant to Section 3 hereof).

11. SURVIVAL OF CERTAIN REPRESENTATIONS AND WARRANTIES

All agreements, covenants, representations, and warranties and all other statements of the Municipality set forth in or made pursuant to this Agreement shall remain in full force and effect, regardless of any investigation, or statement as to the results thereof made by or on behalf of the Purchaser or the Municipality, and shall survive the Closing Date and the delivery of and payment for the Bonds.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State.

13. MISCELLANEOUS

This Agreement constitutes the only agreement among the parties hereto relating to the subject matter hereof and it supersedes and cancels any and all previous contracts, agreements, or understandings with respect thereto. This Agreement may not be amended or modified except in writing executed by all parties hereto.

14. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed in their respective names by their duly authorized officers as of the day and year first written above.

Very truly yours,

_____, _____, _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed in their respective names by their duly authorized officers as of the day and year first written above.

City of Jackson, Mississippi

Mayor

Municipality Clerk

(seal)

CITY OF JACKSON, MISSISSIPPI
\$1,000,000 TAX INCREMENT FINANCING REVENUE BONDS, SERIES 20__
(FONDREN HOSPITALITY PROJECT)

Date: _____, 20__

PLACEMENT AGREEMENT

Mayor and City Council
City Hall
219 South President Street
Jackson, Mississippi 39201

This Placement Agreement, dated _____, 20__ (the "Placement Agreement"), is by and between the City of Jackson, Mississippi (the "Municipality"), and _____, _____, _____, as Placement Agent (the "Placement Agent").

WITNESSETH:

WHEREAS, the Municipality has determined to issue and sell its Tax Increment Financing Revenue Bonds, Series 20__ (Fondren Hospitality Project), in the maximum principal amount of \$1,000,000 in one or more taxable or tax-exempt series (the "Bonds"). The Bonds are being issued to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements (as defined in the Bond Resolution, the TIF Plan, and the Development and Reimbursement Agreement, all as defined herein) to support the development of the 125-room hotel, parking, and related amenities in the Fondren neighborhood of the Municipality, known as the Fondren Hospitality Project (the "Project"), as described more fully in the TIF Plan, as provided for in the resolution authorizing and directing the issuance of the Bonds, adopted by the City Council (the "Governing Body") on _____, 20__ (the "Bond Resolution").

WHEREAS, the Municipality has requested that the Placement Agent act as its agent in connection with the placement of the Bonds.

NOW, THEREFORE, for and in consideration of the covenants herein made, and upon the terms and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions.

All capitalized terms used herein and not otherwise herein defined shall have the meanings ascribed to them in the Bond Resolution, in the *Tax Increment Financing Plan for the Fondren Hospitality Project, May 2018*, approved by the Council on June 19, 2018 (the "TIF Plan"), or the Development and Reimbursement Agreement approved by the Council on June 19, 2018, by and between the Municipality and Fondren Hospitality, LLC, a Mississippi limited liability company and its affiliates, or any entities related thereto, or any successors or assigns thereof, the Developer of the Project (together, the "Developer"), dated as of June 20, 2018 (the "Development and Reimbursement Agreement").

Section 2. Appointment of Placement Agent.

Pursuant to the Bond Resolution and this Placement Agreement, the Municipality hereby appoints the Placement Agent as exclusive Placement Agent with respect to the Bonds, and the Placement Agent hereby accepts such appointment, with such duties as described herein and in the Bond Resolution.

Section 3. Background.

(a) The Bonds will be issued pursuant to the authority of the Constitution and statutes of the State, including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and by the further authority of proceedings duly had by the Governing Body of the Municipality, including the Bond Resolution.

(b) The Bonds are payable from and secured by a pledge of 100% of the Municipality's additional ad valorem tax revenues received by the Municipality resulting from ad valorem taxes on the "captured assessed value" of real property, including personal property located thereon, within the boundaries of the tax increment financing district described in the TIF Plan (the "TIF District"), as defined and calculated in the manner set forth in the Act (the "Municipality Ad Valorem TIF Revenues"), and 100% of the Municipality's additional municipal sales tax diversion received by the Municipality from sales taxes collected within the boundaries of the TIF District, based upon the "original sales value," as defined and calculated in the manner set forth in the Act (the "Municipality Sales Tax TIF Revenues") (together, the "TIF Revenues"), as provided for in the TIF Plan, in the Development and Reimbursement Agreement, and in the Bond Resolution. The TIF Revenues has been pledged to pay the principal of, premium, if any, and interest on the Bonds and to make the payments into the Bond Fund provided for in the Bond Resolution.

(c) The Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State.

(d) The Bonds will contain the terms and provisions described in the Bond Resolution and will bear interest at the rates and mature on the dates all as more fully described in the bond purchase agreement, commitment to finance, term sheet, or other similar agreement between the Municipality and the Purchaser (as defined hereinafter) of the Bonds for the purchase and sale of the Bonds (the "Purchase Agreement").

Section 4. Placement of the Bonds.

(a) The Placement Agent hereby agrees, as the agent of the Municipality, to use its reasonable best efforts to place the Bonds with qualified institutional buyers or investors (the "Purchaser" or "Purchasers") in an offering which meets the requirements for the exemption set forth in Securities and Exchange Commission Regulation 15c2-12(d)(1).

(b) No preliminary official statement, official statement, placement memorandum, or other offering document will be distributed in connection with the sale and issuance of the Bonds.

Section 5. Payment of the Purchase Price.

The Placement Agent agrees that it will on the date of issuance and delivery of the Bonds to the Purchaser (the "Closing Date") cause the Purchaser to transfer to the Municipality the purchase price of the Bonds in immediately available funds.

Section 6. Limitation.

Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Bonds in the event any Purchaser fails to pay the purchase price of any Bonds to be purchased by the Purchaser or in the event the Placement Agent is unable to arrange for the purchase of any of the Bonds.

Section 7. Fees and Expenses.

(a) Upon receipt of payment in full of the purchase price of the Bonds as provided in Section 5, the Municipality agrees to pay the Placement Agent a fee for its services hereunder in the amount of \$ _____.

(b) The Municipality shall also pay all other fees and expenses incurred in connection with the issuance and placement of the Bonds and the preparation, execution, and delivery of this Placement Agreement, the Purchase Agreement, the Bonds, and any other document that may be delivered in connection herewith or therewith, including, but not limited to (i) the fees and expenses of, if applicable, Bond Counsel and Counsel to the Municipality; (ii) the fees and expenses of the Municipality and the Paying Agent (as defined in the Purchase Agreement); and (iii) the cost of printing, photocopying, and delivering the Bonds.

(c) All fees and expenses described in this Section shall be paid promptly upon receipt of statements therefor. The obligations of the Municipality under this Section shall survive the issuance and maturity of the Bonds.

Section 8. Representations and Covenants of the Municipality.

The Municipality represents and warrants to, and agrees with, the Placement Agent that:

(a) The Municipality is a political subdivision of the State of Mississippi (the "State"), duly organized and existing under the laws of the State.

(b) The Municipality is authorized by the provisions of the Act, the TIF Plan, and the Bond Resolution to issue the Bonds secured as set forth in the Bond Resolution.

(c) The Municipality has complied with all provisions of the Constitution and the laws of the State pertaining to the issuance and sale of the Bonds, including the Act, and has full power and authority to authorize and thereafter consummate all transactions contemplated by this Placement Agreement and the Bonds.

(d) The Municipality has duly adopted the necessary resolutions and has duly authorized the execution of this Placement Agreement and the issuance and sale of the Bonds, and has taken all actions and obtained all approvals necessary and appropriate to carry out the same.

(e) The Municipality has duly authorized all necessary actions to be taken by the Municipality for (i) the issuance and sale of the Bonds upon the terms set forth herein and in the

Bond Resolution; (ii) the execution, delivery, receipt, and due performance of this Placement Agreement and the Bonds, and any and all other agreements and documents as may be required to be executed, delivered, and received by the Municipality in order to consummate the transactions contemplated hereby; and (iii) the consummation of the transactions contemplated hereby.

(f) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board or body pending or, to the best of the Municipality's knowledge, threatened against or affecting the Municipality (or any basis therefor), wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or the validity of the Bonds, this Placement Agreement, the Purchase Agreement, or any agreement or instrument to which the Municipality is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(g) The execution and delivery by the Municipality of this Placement Agreement, the Purchase Agreement, the Bonds, and other agreements contemplated hereby and compliance with the provisions thereof will not conflict with or constitute, on the part of the Municipality, a breach of or a default under any existing law, court, or administrative regulation, decree, or order or any agreement, indenture, mortgage, lease, or other instrument to which the Municipality is subject or by which the Municipality is or may be bound.

(h) Any certificate signed by any of the Municipality's authorized officers and delivered to the Purchaser shall be deemed a representation and warranty by the Municipality to the Purchaser as to the statements made therein.

To the knowledge of the Municipality, the Municipality is not in default, and at no time has been in default, in the payment of principal of, premium, if any, interest on, or otherwise in default with respect to bonds, notes, or other obligations which it has issued, assumed, or guaranteed.

Section 9. Governing Law.

This Placement Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10. Representations and Covenants of the Placement Agent.

The Placement Agent represents and warrants to, and agrees with, the Municipality that:

(a) The Bonds will be sold and purchased as set forth in Section 4 hereof through a negotiated sale.

(b) The number of Purchasers computed in accordance with Securities and Exchange Commission Regulation 15c2-12(d)(1) will not exceed 35.

(c) The Placement Agent will obtain from each Purchaser an executed Purchase Agreement in the form set forth as **Attachment B** to the Bond Resolution, representing and warranting to the Municipality as follows:

(i) the Purchaser is not purchasing for more than 1 account or with a view to distributing the Bonds;

(ii) the Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the risks and merits of purchasing the Bonds, without reliance upon others;

(iii) the Purchaser has read and understands the Bond Resolution;

(iv) the Purchaser has had an opportunity to obtain and has obtained from the Municipality all of the information, documents, and materials it regards as necessary to evaluate the merits and risks of its purchase of the Bonds; and

(v) while the Purchaser has no present intention to resell or otherwise dispose of all or any part of its Bonds, the Purchaser assumes responsibility for disclosing all material information in compliance with all applicable federal and state securities laws in the event of its resale of the Bonds.

(d) The Municipality (as the client of _____, _____, _____) acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Bonds. It is understood that the obligations of the Placement Agent under this Placement Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The Municipality acknowledges and agrees that the Placement Agent is being retained to act solely as Placement Agent for the Bonds, and not as an agent, advisor, or fiduciary to the Municipality, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder, or creditor of the Municipality, or any other person or entity, or to provide the Municipality or any other person with any assurances that the transaction will be consummated. The Placement Agent shall act as an independent contractor under this Placement Agreement, and not in any other capacity, including as a fiduciary. The Municipality acknowledges and agrees that: (i) the transaction contemplated by this Placement Agreement is an arm's length, commercial transaction between the Municipality and the Placement Agent in which the Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor, or fiduciary to the Municipality; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the Municipality with respect to the transaction contemplated hereby and the discussions, undertakings, and procedures leading thereto (irrespective of whether _____, _____, _____, has provided other services or is currently providing other services to the Municipality on other matters); (iii) the only obligations the Placement Agent has to the Municipality with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the Municipality has consulted its own legal, accounting, tax, financial, and other advisors, as applicable, to the extent it has deemed appropriate.

Section 11. Counterparts.

This Placement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

Section 12. Binding Effect.

This Placement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other parties.

Section 13. Miscellaneous.

(a) Nothing herein shall be construed to make any party hereto an employee of any other or to establish any fiduciary relationship between the Municipality and the Placement Agent except as expressly provided herein.

(b) This Placement Agreement may be amended from time to time only by an instrument in writing executed by all the parties hereto.

(c) The headings contained herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Placement Agreement.

(d) If any one or more of the covenants, provisions, or agreements contained in this Placement Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, provisions, and agreements shall in no way affect the validity or effectiveness of the remainder of this Placement Agreement, and this Placement Agreement shall continue in full force to the fullest extent permitted by law.

(e) All of the representations, warranties, and covenants made in this Placement Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any party hereto, or (ii) delivery of and any payment for any Bonds hereunder.

(f) The Municipality should be aware that the Placement Agent or its affiliates may have trading and other business relationships with other participants in the proposed transaction, including with potential purchasers of the Bonds. These relationships include, but may not be limited to, trading lines frequent purchases and sales of securities and other engagements through which the Placement Agent may have, among other things, an economic interest. In addition, the Municipality should be aware that the primary role of an underwriter is to purchase, or arrange for the placement of, securities in an arm's-length commercial transaction between the Municipality and the Placement Agent and that the Placement Agent has financial and other interests that differ from those of the Municipality. Notwithstanding the foregoing, the Placement Agent will not receive any compensation with respect to the Bonds other than as disclosed above or otherwise disclosed to the Municipality. The Placement Agent is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within _____, _____, _____, but which none of the Placement Agent's personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining the Placement Agent's responsibilities to the Municipality.

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

Very truly yours,

_____, _____, _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

City of Jackson, Mississippi

Mayor

Municipality Clerk

(seal)

§ _____ TAX INCREMENT FINANCING REVENUE BONDS, SERIES 20 __
(FONDREN HOSPITALITY PROJECT)
CITY OF JACKSON, MISSISSIPPI

PROCEDURES FOR POST-ISSUANCE COMPLIANCE
TAX-EXEMPT FINANCINGS

General

The purpose of these Procedures for Post-Issuance Compliance, Tax-Exempt Financings (the “Procedures”) is to ensure that the tax-exempt financings of the City of Jackson, Mississippi (the “Municipality” or the “Issuer”) remain in compliance with the following federal tax requirements:

- Record retention
- Arbitrage yield restriction and rebate
- Proper and timely use of bond proceeds and bond-financed property
- Timely return filings
- Corrective actions
- Other general requirements

These Procedures apply to any obligations to which Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder (together, as applicable, the “Code”) apply. The Issuer shall comply with any requirements set forth in the Code and subsequent rulings and other advice published by the Internal Revenue Service (the “Service” or the “IRS”), as such authorities may apply to the Issuer and its obligations.

The “Financing”

There are different types of obligations that can evidence a tax exempt loan including but not limited to bonds, notes, obligations, leases, or installment sales transactions. This document refers to “bonds” but applies to all of these types of transactions and all such debt instruments.

Responsible Parties

The Issuer designates the Municipality Clerk of the Issuer and the Chief Financial Officer of the Issuer (together, the “Responsible Parties”) as the primary persons responsible for compliance with this policy. The Responsible Parties will coordinate efforts with the City Council of the Issuer (the “City Council”) and other parties working with the Issuer on financings and the operation of bond-financed facilities to ensure that any actions taken with respect to bond-financed facilities will be in compliance with the requirements of the Code and rulings of the IRS.

General Recordkeeping

The Issuer will maintain a copy of the following documents on file at all times:

- Audited Financial Statements for each year that tax-exempt bonds are outstanding
- Reports of any examinations by the IRS of the Issuer or its tax-exempt financings for, or in relation to conduit transactions with, the Issuer

With respect to each issue of tax-exempt bonds, the Issuer hereby requires, and each Issuer agrees to retain, the following for the life of the bonds plus three years:

- Financing transcript
- Minutes and resolution(s) authorizing the issue
- Certifications of issue price
- Any formal elections (e.g., election to employ an accounting methodology other than specific tracing)
- Appraisals, demand surveys, and/or feasibility studies for bond-financed property
- Government grant documentation related to construction, renovation, or purchase of bond-financed facilities
- Bond Trustee or bank statements regarding investment and expenditures of bond funds
- Any agreement listed in "Private Business Use" (below) that relates to a bond-financed facility

Separate Bank Account

Many of the Code provisions related to tax-exempt bonds pertain to how bond proceeds are invested, and when such bond proceeds are spent. The Issuer will establish a separate bank account or trust fund for bond proceeds and keep records for any such account showing:

- All expenditures on the bond-financed property
- Investment of bond proceeds

Investments and Arbitrage Compliance

Many of the Code provisions deal with restrictions if bond proceeds are invested at a yield higher than the yield on the bonds. The Responsible Parties are responsible for monitoring such investments, and taking steps to ensure compliance with the yield restriction requirements of Section 148(a) of the Code and the rebate requirements of section 148(f) of the Code. Such monitoring includes, but is not limited to:

- tracking the allocation of bond proceeds to expenditures for compliance with any temporary period and spending exceptions, no less frequently than annually
- ensuring that any forms required to be filed with the IRS relating to arbitrage or rebate and any payments required pursuant thereto are filed in a timely manner
- ensuring that "fair market value" is used with respect to the purchase and sale of investments

Additionally, the Responsible Parties shall monitor compliance with rebate and yield restriction rules on an annual basis.

With respect to each issue of tax-exempt bonds, the Issuer agrees to retain the following for the life of the bonds plus three years:

- Documentation of allocations of investments of bond proceeds and calculations of investment earnings
- Documentation for investments of bond proceeds related to:
 - a) Investment contracts (e.g., guaranteed investment contracts)
 - b) Credit enhancement transactions (e.g., bond insurance contracts)
 - c) Financial derivatives (e.g., swaps, caps, etc.)
 - d) Bidding of financial products
- Documentation regarding arbitrage compliance, including:
 - a) Computation of bond yield
 - b) Computation of rebate and yield reduction payments
 - c) Form 8038-T, *Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate*
 - d) Form 8038-R, *Request for Recovery of Overpayments Under Arbitrage Rebate Provisions*

Expenditures and Assets

The Code generally requires that at least 85% of bond proceeds are to be expended on the project within three years of the date the bonds are issued.

The Responsible Parties are responsible for oversight of the expenditure of bond proceeds, including monitoring whether such expenditures are made in a timely manner for the purposes for which the bonds were authorized. The Responsible Parties will ensure that all proceeds of a bond issue are allocated to expenditures by the later of 18 months after the expenditure was made or the date the project is placed in service (and in no event, later than 60 days after (i) the fifth anniversary of the issue date or (ii) retirement of the issue).

With respect to each issue of tax-exempt bonds, the Issuer shall retain the following for the life of the bonds plus three years:

- Documentation of allocations of bond proceeds to expenditures (e.g., allocation of bond proceeds for expenditures for the construction, renovation or purchase of facilities)
- Documentation of allocations of bond proceeds to bond issuance costs
- Copies of all requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to bond proceeds spent during the construction period
- Copies of all contracts entered into for the construction, renovation or purchase of bond-financed facilities
- Records of expenditure reimbursements incurred prior to issuing bonds for bond-financed facilities
- List or schedule of all bond-financed facilities or equipment
- Depreciation schedules for bond-financed depreciable property
- Documentation of any purchase or sale of bond-financed assets

Private Business Use

The legal and tax restrictions on private use of tax-exempt bond-financed property are set forth in detail in the applicable federal tax certificate executed in connection with the issue of tax-exempt bonds.

Generally, private use results from the sale or lease of tax-exempt bond-financed property or the granting of special legal entitlements to a private business or the Federal government. Private business use can also result from contracts that permit private business activities to be conducted

using bond-financed property or from research performed in a tax-exempt bond-financed facility for private parties or the Federal government.

Any material agreement that permits a private business or the Federal government to use tax-exempt bond-financed property should be reviewed by bond counsel prior to execution. Annually, a general review of the use of tax-exempt bond-financed facilities should be conducted. Tax-exempt bond-financed property should not be sold or leased without first consulting with bond counsel.

Corrective Action

A corrective action may be required if, for example, it is determined that bond proceeds were not properly expended; the Issuer is not in compliance with the arbitrage requirements imposed by the Code; or the Issuer has taken a deliberate action that results in impermissible private business use (e.g., sale or lease of bond-financed property) or entering a management contract with a private company for that facility. If the Issuer determines or is advised that corrective action is necessary with respect to any issue of its tax-exempt obligations, the Issuer will in a timely manner:

- seek to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2001-60 (or any successor notice thereto)
- take remedial action described under Section 1.141-12 of the Code
- take such other action as recommended by bond counsel

Internal Revenue Service Examination of Bonds

In the event that bonds issued by the Issuer are selected for examination by the IRS, the Issuer shall retain qualified and experienced counsel to represent the Issuer and shall work with such counsel to provide such documents and information requested by the IRS as are in the possession of the Issuer.

Policy Supplemental to all Existing Policies

This Policy is supplemental to all existing policies of the Issuer.

Municipality Clerk

Chief Financial Officer

(seal)

Dated: _____, 20__

<u>Name of Project</u>	<u>Fondren Hospitality Project</u>
Tax Increment Financing Plan	Tax Increment Financing Plan for the Fondren Hospitality Project, May 2018
General Description of Project	125-room hotel, parking, and related amenities in the Fondren neighborhood in the City
Municipality Resolution Declaring Intention to Exercise Tax Increment Financing Powers and Calling a Public Hearing on the TIF Plan	May 8, 2018
Publication of Notice of Municipality Public Hearing	May 10, 2018, and May 17, 2018, in <i>The Mississippi Link</i>
Municipality Holds Public Hearing	May 22, 2018
Municipality Resolution Approving TIF Plan	June 19, 2018
Maximum Principal Amount of the Bonds Authorized	\$1,000,000
Maximum Term of the Bonds	Pursuant to the TIF Act, not to exceed 30 years Pursuant to the TIF Plan, expected for “up to 15 years”
Developer	Fondren Hospitality, LLC
Developer’s Consultant	Gouras & Associates, LLC
Pledge of Municipality Ad Valorem TIF Revenues	100%
Pledge of Municipality Sales Tax TIF Revenues	100%
TIF Revenues	Together, the Municipality Ad Valorem TIF Revenues and the Municipality Sales Tax TIF Revenues
Principal Amount of the Bonds Sized Based Upon Municipality Ad Valorem TIF Revenues	100%
Principal Amount of the Bonds Sized Based Upon Municipality Sales Tax TIF Revenues	50%

Duration of TIF Plan	30 years from date of approval (June 19, 2018)
Debt Service Reserve Fund	Proceeds of the Bonds may be used to fund a debt service reserve fund.
Capitalized Interest	Proceeds of the Bonds may be used to fund capitalized interest.
Other Provisions of TIF Plan	“Special sales taxes” are not eligible to be used for payment of the Bonds.
<u>Development Agreement</u>	
Tax Increment Financing Plan	Tax Increment Financing Plan for the Fondren Hospitality Project, May 2018
Project	125-room hotel, parking, and related amenities in the Fondren neighborhood in the City
Developer	Fondren Hospitality, LLC
Maximum Principal Amount of the Bonds	Not to exceed \$1,000,000
Municipality Resolution Approving Development Agreement	June 19, 2018
Execution of Development Agreement	Executed by the Municipality and the Developer, dated as of June 20, 2018
Pledge of Municipality Ad Valorem TIF Revenues	100%
Pledge of Municipality Sales Tax TIF Revenues	100%
Sizing of TIF Bonds	Bonds will be sized as set forth in the TIF Plan
TIF Revenues	Together, the Municipality Ad Valorem TIF Revenues and the Municipality Sales Tax TIF Revenues
Details on Issuance of the Bonds	The Municipality will deliver the Bonds as soon as the Developer is able to demonstrate to the satisfaction of the Municipality that projected TIF Revenues will provide moneys sufficient to

	make the payments for the Bonds, and it is anticipated by the parties that the Bonds will be issued approximately one year after the Project is placed in service.
Further details on issuance of the Bonds	<p>The Municipality agrees that it will make best efforts to issue the Bonds, from time to time, in a timely manner and represents to the Developer that, subject to construction, completion, and operation of the Project by the Developer, it knows of no reason the Bonds will not be issued and delivered.</p> <p>Developer agrees to promote the City's Jobs for Jacksonians Program.</p>
Debt Service Reserve Fund	<p>In the City's sole discretion, the City may establish a reserve fund to pay interest on the Bonds which would be due and payable prior to the date when the first incremental increase in taxes is received, and then the proceeds shall next be used to reimburse the Developer for all eligible costs and expenditures made by the Developer in connection with acquisition and construction of the Infrastructure Improvements, and the remainder of the proceeds of the Bonds, if any, will remain in the construction fund of the City to pay the remaining costs of the Infrastructure Improvements as same may be incurred by the Developer or the City to the extent that the Developer has been fully reimbursed for its Infrastructure Improvements expenditures.</p>
<u>Schedule and Details of Bond issuance</u>	
Maximum Amount of Bonds Authorized	\$1,000,000
Amount of Infrastructure Improvements Submitted by Developer for Reimbursement	\$988,000
Municipality Resolution Hiring Professionals	October 11, 2022
Executed Letter of Engagement	N/A

Municipality Bond Resolution	November 22, 2022*
Date of Validation Hearing	N/A
Date of Issue	N/A

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

COOF HERE

PERSONALLY appeared before me, the undersigned notary public in and for Hinds

LEGAL

**NOTICE OF PUBLIC HEARING
TAX INCREMENT FINANCING PLAN FOR THE
FONDREN HOSPITALITY PROJECT
CITY OF JACKSON, MISSISSIPPI,**

Minnie Garrett

of *THE MISSISSIPPI LINK*, a weekly newspaper as sections 13-3-31 and 13-3-32 of the Mississippi Code of 1972, / sworn, states that the notice, a true copy of which is hereto uses of said newspaper as follows:

Notice is hereby given that the Mayor and City Council of the City of Jackson, Mississippi (the "Governing Body" of the "City"), will hold a public hearing on May 22, at 6:00 o'clock p.m. at the regular meeting place of the Governing Body at the City Hall of the City of Jackson, 219 South President Street, Jackson, Mississippi, on the Tax Increment Financing Plan: Fondren Hospitality Project, City of Jackson, Mississippi, May 2018 (the "TIF Plan"), for consideration by the Governing Body and requesting that the TIF Plan be approved in compliance with The City of Jackson, Tax Increment Financing Redevelopment Plan, and further, to designate the project described in the TIF Plan as appropriate for development and tax increment financing.

The general scope of the TIF Plan is a proposal that the City will issue tax increment financing bonds (the "Bonds"), in one or more series in an amount not to exceed One Million Dollars (\$1,000,000), in order to provide funds necessary to pay for the cost of acquiring and constructing various infrastructure improvements in connection with the Project (as defined in the TIF Plan), which may include, but are not necessarily limited to, installation, rehabilitation and/or relocation of utilities such as water, gas and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, site improvements, structured and surface parking; relocation of electrical lines; lighting and signalization; landscaping of rights-of-way; related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively "Infrastructure Improvements").

The Bonds shall be secured solely by a pledge by the City of the incremental increase in sales tax rebates and real and personal property ad valorem tax revenues generated within the TIF District, as described in the TIF Plan, and will never be a general obligation of the City, will not be secured by the full faith, credit, and taxing power of the City, and will not create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes and sales tax rebates set forth above. If deemed necessary and appropriate, the City may require additional security from the developers of the Project.

Construction of the Infrastructure Improvements and payment of the Bonds issued pursuant to the TIF Plan will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City. Copies of the TIF Plan and the Redevelopment Plan are available for examination in the office of the City Clerk in Jackson, Mississippi.

The City may exercise its authority under Chapter 46 of Title 21, Mississippi Code of 1972, as amended (the "Act"), as authorized by Sections 21-46-1, et seq., Mississippi Code of 1972, as amended.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required the Act.

Witness my signature and seal, this the 8th day of May, 2018.

KRISTI MOORE, City Clerk

Publication
& Associates LLC of Public Hearing Tax Increment Financing Plan dren Hospitality Project City of Jackson
day 05/10/2018 day 05/17/2018
0

Minnie Garrett
of the Mississippi Link Newspaper

d before me this 17 day of

Joe Mayer
July 16 2020

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
SUPPORTING THE CONTINUED USE OF MARY C. JONES SCHOOL
BUILDING FOR THE BENEFIT OF THE PUBLIC**

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Resolution; and

WHEREAS, Mary C. Jones school building school building located at 2050 Rev. Dr. Martin Luther King, Jr. Drive, was recently vacated by the Head Start program and is now unoccupied; and

WHEREAS, the empty building is a magnet for crime and a waste of a valuable resource for occupancy by social services and government offices that could provide beneficial programs for the community; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Mary C. Jones school building be occupied and again becomes a place of hope to supply the needs of the community.

THEREFORE, IT IS HEREBY RESOLVED, the City Council of Jackson, Mississippi hereby supports the continued use of the Mary c. Jones school building for the benefit of the public.

SO RESOLVED, this the _____ day of November, 2022.

Agenda Item

30

Agenda Date: November 22, 2022

BY: STOKES

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
AUTHORIZING THE INVESTIGATION OF THE CIRCUMSTANCES
SURROUNDING THE TERMINATION OF KEYSHIA SANDERS AND THE
ALLEGATIONS OF MISSING CITY FUNDS**

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the former employee, Keyshia Sanders, was allegedly terminated because of allegations involving at least a million dollars of City funds reportedly being missing; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the allegations of missing City funds be investigated and that all City funds be properly accounted for.

THEREFORE, IT IS HEREBY ORDERED, that the City Council of Jackson, Mississippi hereby authorizes the investigation of the circumstances surrounding the termination of Keyshia Sanders and the allegations of missing City funds.

SO ORDERED, this the _____ day of November, 2022.

Agenda Item #

31

Agenda Date: November 22, 2022

BY: STOKES

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
WISHING EVERYONE A SAFE AND HAPPY THANKSGIVING HOLIDAY**

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Resolution; and

WHEREAS, the Thanksgiving holiday is observed on the fourth Thursday of November every year, and this year the holiday is Thursday, November 24, 2022; and

WHEREAS, it in the spirit of family and gratitude for the blessings that we still have, in spite of the many challenges that we are facing in the City of Jackson, that the Jackson City Council pauses to acknowledge such an important occasion in the life of the citizens of the City of Jackson.

THEREFORE, IT IS HEREBY RESOLVED, the City Council of Jackson, Mississippi hereby wishes everyone a safe and happy Thanksgiving Holiday.

SO RESOLVED, this the _____ day of November, 2022.

Agenda Item #

32

Agenda Date: November 22, 2022

BY: STOKES

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
AUTHORIZING THE INVESTIGATION OF THE JACKSON MUNICIPAL
AIRPORT AUTHORITY

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the Jackson Municipal Airport Authority is a creation of state law to run and operate the Jackson Medgar Evers International Airport and the Hawkins Field Airport in the City of Jackson; and

WHEREAS, recent incidents regarding the airports operations have been of concern; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the operations of the Jackson airports be investigated to ensure that all operations are in compliance with state law.

THEREFORE, IT IS HEREBY ORDERED, the City Council of Jackson, Mississippi hereby authorizes the investigation of the Jackson Municipal Airport Authority.

SO ORDERED, this the _____ day of November, 2022.

Agenda Item #

33

Agenda Date: November 22, 2022

BY: STOKES

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022 and October 25, 2022 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended

Agenda Item No. 34
November 22, 2022
(Jackson City Council)

