



REVISED

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

December 20, 2022

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **DR. RONALD K. MOORE OF STRONGER HOPE 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. **APPROVAL OF THE NOVEMBER 21, 2022 REGULAR ZONING COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)**

INTRODUCTION OF ORDINANCES

4. **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF PROGRAM ADMINISTRATOR. (MARTIN, LUMUMBA)**

ADOPTION OF ORDINANCE

5. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI MODIFYING CHAPTER 26: ARTICLE XII ADDITIONAL REQUIREMENTS FOR RENTAL HOUSING. (BANKS)**

REGULAR AGENDA

6. **CLAIMS (MALEMBEKA, LUMUMBA)**
7. **PAYROLL (MALEMBEKA, LUMUMBA)**

8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT AGREEMENT WITH MGT OF AMERICA CONSULTING, LLC TO PREPARE A COST ALLOCATION PLAN FOR THE PURPOSE OF DETERMINING AN INDIRECT COST RATE FOR FISCAL YEAR 2022. (MALEMBEKA, LUMUMBA)**
9. **ORDER TO AWARD THE CONTRACT FOR THE PUBLICATION OF LEGAL NOTICES OF THE CITY OF JACKSON FOR THE CALENDAR YEAR 2023. (A. HARRIS, LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE FY22 UNITED STATES DEPARTMENT OF JUSTICE MICROGRANTS-COMMUNITY POLICING DEVELOPMENT (COPS) APPLICATION TO RECEIVE GRANT FUNDS FOR OFFICER RECRUITMENT AND RETENTION. (DAVIS, LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO RATIFY AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN JACKSON STATE UNIVERSITY AND THE CITY OF JACKSON POLICE DEPARTMENT TO PROVIDE SECURITY AT THE VETERANS MEMORIAL STADIUM. (DAVIS, LUMUMBA)**
12. **ORDER AUTHORIZING THE TRANSFER OF GENERAL FUNDS FROM SALARIES TO OTHER PROFESSIONAL SERVICES. (DAVIS, LUMUMBA)**
13. **ORDER ACCEPTING THE BID OF FISKE INTERNATIONAL GROUP, CORPORATION FOR A TWENTY-FOUR-MONTH SUPPLY OF SERVICES FOR CHIPPING, GRINDING, HAULING AND DISPOSAL OF VEGETATIVE DEBRIS, (BID NO. 98846-092722). (ALL WARDS) (WRIGHT, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ENVIRONMENTAL MANAGEMENT PLUS, INC. FOR ENVIRONMENTAL TESTING FOR RENOVATION AND IMPROVEMENT WORK AT FIRE STATIONS 6, 7, 10, 11 AND 23. (WRIGHT, LUMUMBA)**
15. **ORDER RATIFYING AN EXTENSION OF A CONTRACT WITH ADVANTAGE BUSINESS SYSTEMS FOR THE RENTAL OF A KONICA MINOLTA BIZHUB C458 COPIER/PRINTER FOR THE WATER-SEWER ENGINEERING DIVISION. (WRIGHT, LUMUMBA)**
16. **ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION. (WRIGHT, LUMUMBA)**
17. **ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET OF THE GENERAL GOVERNMENT – OFFICE OF THE CITY ATTORNEY. (C.MARTIN, LUMUMBA)**
18. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ABOLISHING THE JACKSON REDEVELOPMENT AUTHORITY. (STOKES)**
19. **RESOLUTION ADOPTING THE 2023 REGULAR COUNCIL MEETING SCHEDULE OF THE JACKSON CITY COUNCIL. (S.JORDAN, FOOTE)**
20. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**
21. **ORDER APPOINTING FRANCIS BRIDGES DEPUTY CLERK OF COUNCIL ON A PART-TIME BASIS. (S.JORDAN, FOOTE)**

22. **ORDER RATIFYING THE PAYMENT OF AN INVOICE FOR CERTAIN COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC. (LUMUMBA)**
23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48) MONTH RENTAL AGREEMENT AND RELATED DOCUMENTS WITH ADVANTAGE BUSINESS SYSTEMS TO BE USED BY THE MAYOR'S OFFICE. (LUMUMBA)**
24. **RESOLUTION DESIGNATING APPLICANT AGENT FOR PUBLIC ASSISTANCE ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**

DISCUSSION

25. **DISCUSSION: AMAZON (STOKES)**
26. **DISCUSSION: SEWER/SEWER TRUCKS (STOKES)**
27. **DISCUSSION: TRIBUTE TO CHARLIE BROWN (HARTLEY)**
28. **DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)**
29. **DISCUSSION: PENDING LITIGATION (FOOTE)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

#3

REGULAR ZONING MEETING OF THE CITY COUNCIL
MONDAY, NOVEMBER 21, 2022 2:30 P.M.

BE IT REMEMBERED that a Regular Zoning Meeting of the City Council of Jackson, Mississippi was convened in the Council Chambers in City Hall at 2:30 p.m. on November 21, 2022, being the third Monday of said month when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Council President, Ward 1; Angelique Lee, Council Vice President, Ward 2 (via teleconference); Brian Grizzell, Ward 4 (via teleconference); Vernon Hartley, Ward 5 and Virgi Lindsay, Ward 7 (via teleconference). Directors: Shanekia Mosley-Jordan; Clerk of Council; Sabrina Shelby; Chief Deputy Clerk of Council, Denise Fortner, Chief Deputy Clerk of Council; Ester Ainsworth, Zoning Administrator; Kristie Metcalfe, Deputy City Attorney.

Absent: Aaron Banks, Ward 6 and Kenneth I. Stokes, Ward 3.

The meeting was called to order by **President Ashby Foote**.

President Foote recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4188, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Foote requested that the Clerk read the Order:

ORDINANCE GRANTING ROBERT LEWIS A REZONING FROM R-1 (SINGLE-FAMILY) RESIDENTIAL DISTRICT TO NMU-1 (NEIGHBORHOOD) MIXED-USE DISTRICT, PEDESTRIAN ORIENTED FOR THE PROPERTIES LOCATED AT 4326 COUNCIL CIRCLE (PARCEL #50-96), 4108 N. STATE ST. (PARCEL #50-97) & 4114 N. STATE ST. (PARCEL #50-98) TO ALLOW FOR CONSISTENCY WITH THE ZONING IN THE IMMEDIATE VICINITY OF THE PROPERTIES AND TO ALLOW FOR THE CONSTRUCTION OF THREE (3) MULTI-FAMILY UNIT BUILDINGS. CASE NO. 4188

WHEREAS, Robert Lewis has filed a petition to rezone the property located at 4326 Council Circle (Parcel #50-96), 4108 N. State St. (Parcel #50-97) & 4114 N. State St. (Parcel #50-98), in the City of Jackson, First Judicial District of Hinds County, Mississippi from R-1 (Single-Family) Residential District to NMU-1 (Neighborhood) Mixed-Use District, Pedestrian Oriented to allow for consistency with the zoning in the immediate vicinity of the properties and to allow for the construction of three (3) multi-family unit buildings; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has offered the recommendation to rezone the properties from R-1 (Single-Family) Residential District to NMU-1 (Neighborhood) Mixed-Use District, Pedestrian Oriented to allow for consistency with the zoning in the immediate vicinity of the properties and to allow for the construction of three (3) multi-family unit buildings; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, November 21, 2022 to consider said change based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on October 6, 2022 and October 20, 2022 that a hearing had been held by the Jackson City Planning Board on October 26, 2022, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board has offered the recommendation to rezone the above described

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properties from R-1 (Single-Family) Residential District to NMU-1 (Neighborhood) Mixed-Use District, Pedestrian Oriented to allow for consistency with the zoning in the immediate vicinity of the properties and to allow for the construction of three (3) multi-family unit buildings; and

WHEREAS, the Jackson City Council after having considered the matter, is of the opinion that such changes would be in keeping with sound land use practice and to the best interest of the City and that there has been a substantial change in the land use character of the surrounding area that justifies rezoning the properties and there is a public need for additional property in that area zoned in accordance with the request in said application since any previous Jackson City Council action.

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

SECTION 1. That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particularly described as follows:

4114 N. STATE STREET

INDEXING INSTRUCTIONS: LOT 17, BLK D, CHEROKEE HGHTS SID, HINDS CO., MS LOT 17, BLOCK D, CHEROKEE HEIGHTS SUBDIVISION, A SUBDIVISION ACCORDING TO A MAP OR PLANT THEREOF WHICH IS ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MS, IN PLAT BOOK 3 AT PAGE 48, REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION.

4108 N. STATE STREET

PART OF LOTS 15 AND 16, BLOCK D, CHEROKEE HEIGHTS SUBDIVISION, ACCORDING TO A PLAT ON FILE IN THE OFFICE OF THE CHANCERY CLERK AT JACKSON, HINDS COUNTY, MISSISSIPPI IN PLAT BOOK 3 AT PAGE 48 BEING MORE PARTICULAR BY METES AND BOUNDS, TO-WIT:

BEGINNING AT A FOUND IRON MARKING THE SOUTHWEST CORNER OF AFORESAID LOT 15 AND RUN NORTH 07 DEGREES 27 MINUTES EAST ALONG THE WEST LINE OF SAID LOT 15 AND THE EAST RIGHT OF WAY LINE OF NORTH STATE STREET 46.1 FEET TO A POINT MARKING THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; THENCE CONTINUE NORTH 07 DEGREES 27 MINUTES EAST ALONG THE LAST MENTIONED CALL 3.9 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THEN (ILLEGIBLE) 27 MINUTES EAST AND CONTINUE ALONG THE EAST LINE OF NORTH STATE STREET AND THE WEST LINE OF AFORESAID LOT 16 A DISTANCE OF 60 FEET TO THE NORTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 88 DEGREES 33 MINUTES EAST ALONG THE NORTH LINE OF SAID LOT 16 123.60 FEET TO A POINT, SAID POINT BEING 60 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 05 DEGREES 52 MINUTES WEST ALONG THE WEST LINE OF THAT PROPERTY DESCRIBED IN DEED BOOK 4944 AT PAGE 723 IN THE OFFICE OF THE CHANCERY CLERK AT JACKSON HINDS COUNTY MISSISSIPPI A DISTANCE OF 60 FEET TO THE SOUTH LINE OF AFORESAID (ILLEGIBLE). CONTINUE SOUTH 05 DEGREES 52 MINUTES WEST AND CONTINUE ALONG SAID WEST LINE 19.3 FEET; THENCE NORTH 79 DEGREES 48 MINUTES WEST ALONG A LINE BEING 6 FEET NORTHERLY OF PARALLEL WITH A STRUCTURE A DISTANCE OF 90.8; THENCE NORTH 85 DEGREES 15 MINUTES WEST A DISTANCE OF 34.5 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.2 ACRES, MORE OR LESS.

4326 COUNCIL CIRCLE

PART OF LOT 15, BLOCK D, CHEROKEE HEIGHTS SUBDIVISION, ACCORDING TO A PLAT ON FILE IN THE OFFICE OF THE CHANCERY CLERK AT JACKSON, HINDS COUNTY, MISSISSIPPI IN PLAT BOOK 3 AT PAGE 48 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, TO-WIT:

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BEGINNING AT A FOUND IRON PIN, MARKING THE SOUTHWEST CORNER OF AFORESAID LOT 15 AND RUN NORTH 07 DEGREES 27 MINUTES EAST, ALONG THE WEST LINE OF LOT 15 AND RUN NORTH 07 DEGREES 27 MINUTES EAST, ALONG THE WEST LINE OF LOT 15 AND THE EAST RIGHT OF WAY OF NORTH STATE STREET A DISTANCE OF 46.1 FEET; THENCE LEAVING SAID EAST LINE RUN SOUTH 85 DEGREES 15 MINUTES EAST 34.5 FEET TO A POINT 6 FEET NORTHERLY OF AN EXISTING STRUCTURE; THENCE SOUTH 79 DEGREES 48 MINUTES EAST 6 FEET NORTHERLY OF AND PARALLEL WITH SAID STRUCTURE 90.8 FEET; THENCE SOUTH 05 DEGREES 52 MINUTES WEST ALONG THE WEST LINE OF THAT PROPERTY DESCRIBED IN DEED BOOK 4944 AT PAGE 723 IN THE OFFICE OF THE CHANCERY CLERK AT JACKSON, HINDS COUNTY, MISSISSIPPI A DISTANCE OF 49.65 FEET TO A POINT IN THE SOUTH LINE OF AFORESAID LOT 15; THENCE NORTH 79 DEGREES 44 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 15 AND THE NORTH LINE OF COUNCIL CIRCLE A DISTANCE OF 126.7 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.143 ACRES, MORE OR LESS.

is hereby modified so as to approve the rezoning of the of the properties located at 4326 Council Circle (Parcel #50-96), 4108 N. State St. (Parcel #50-97) & 4114 N. State St. (Parcel #50-98) to NMU-1 (Neighborhood) Mixed-Use District, Pedestrian Oriented to allow for consistency with the zoning in the immediate vicinity of the properties and to allow for the construction of three (3) multi-family unit buildings. However, that before for any structure is erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process. The Zoning Administrator is ordered to note such change on the Official Zoning Map to the City of Jackson, Mississippi.

SECTION 2. That the cost of publication of this Ordinance shall be borne by the petitioner.

SECTION 3. That this Ordinance shall be effective thirty (30) days after its passage and after publication of same by the petitioner.

Council Member Hartley moved adoption; **Council Member Lindsay** seconded.

President Foote recognized **Robert Lewis**, Applicant, who spoke in favor of a Rezoning from R-1 (Single-Family) Residential District to NMU-1 (Neighborhood) Mixed-Use District, Pedestrian Oriented, to allow for consistency with the zoning in the immediate vicinity of the property and to allow for 3 multi-family unit buildings.

There was no opposition from the public.

Thereafter, **President Foote** called for a vote on said item:

Yeas – Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None

Absent – Banks and Stokes.

President Foote requested that the Clerk read the Order:

ORDER GRANTING EXTENSION OF SPECIAL EXCEPTIONS AND USE PERMITS FOR ONE YEAR.

Coming for consideration are requests for the approval of the following for certification of renewal for one year and after the anniversary date of approval for Use Permit or Special Exceptions as follows:

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<u>CASE NO.</u>	<u>NAME</u>	<u>LOCATION</u>	<u>USE</u>	<u>GRANTED</u>
SE – 1636 Ward 4	Lillie Robinson	3554 Rita Drive Jackson, MS 39213	Day Care Center	11/30/1977
SE – 2704 Ward 4	Mary L. Clay	2684 Maddox Rd. Jackson, MS 39209	One-Chair Beauty Shop	11/9/1988
SE – 3788 Ward 4	Artemesia Thompson	471 Roland St. Jackson, MS 39209	Residential Child Care Center	11/14/2011
SE-3970 Ward 1	Brad Reeves	4909 Ridgewood Rd. & 1538 Sheffield Dr.	Professional Office	10/16/2017

IT IS HEREBY ORDERED by the Council of the City of Jackson that the said Use Permits and/or special Exceptions be and the same are hereby extended for another year from and after the anniversary date granting said permits.

Vice President Lee moved adoption; Council Member Lindsay seconded.

President Foote recognized Vice President Lee who moved, seconded by Council Member Hartley to amend said order to include C-UP 3948-Marvin Cornelius-2926 J R Lynch St.- (Parcel 302-6-2). The motion prevailed with the following votes:

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

Thereafter, President Foote called for a vote on the order as amended:

ORDER GRANTING EXTENSION OF SPECIAL EXCEPTIONS AND USE PERMITS FOR ONE YEAR.

Coming for consideration are requests for the approval of the following for certification of renewal for one year and after the anniversary date of approval for Use Permit or Special Exceptions as follows:

<u>CASE NO.</u>	<u>NAME</u>	<u>LOCATION</u>	<u>USE</u>	<u>GRANTED</u>
SE – 1636 Ward 4	Lillie Robinson	3554 Rita Drive Jackson, MS 39213	Day Care Center	11/30/1977
SE – 2704 Ward 4	Mary L. Clay	2684 Maddox Rd. Jackson, MS 39209	One-Chair Beauty Shop	11/9/1988
SE – 3788 Ward 4	Artemesia Thompson	471 Roland St. Jackson, MS 39209	Residential Child Care Center	11/14/2011
SE-3970 Ward 1	Brad Reeves	4909 Ridgewood Rd. & 1538 Sheffield Dr.	Professional Office	10/16/2017
C-UP 3948	Marvin Cornelius	2926 J R Lynch Street	Used Car Dealership/Mechanic Shop	11/21/2016

IT IS HEREBY ORDERED by the Council of the City of Jackson that the said Use Permits and/or special Exceptions be and the same are hereby extended for another year from and after the anniversary date granting said permits.

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

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Special Council Meeting to be held at 10:00 a.m. on Tuesday, November 22, 2022. At 2:53 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

#4

ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF PROGRAM ADMINISTRATOR

WHEREAS, based on the receipt of grant funds to create a special program, the Office of the Mayor requested that the Department of Human Resources conduct a job analysis to create the classification, salary and job description of Program Administrator; and

WHEREAS, the creation of this classification is necessary for managing certain current and future projects and programs essential to the success of the City; and

WHEREAS, the tasks performed by the Program Administrator include, but are not limited to (1) develop and implement strategies aiming to promote citywide goals (2) direct and oversee special programs (3) assemble data, analyze needs and functions of the City to formulate and implement recommendations for improving assistance provided to citizens for critical services; and

WHEREAS, the qualifications of the Program Administrator position will include, but not be limited to, a minimum of ten (10) years of experience in the desired program area, undergraduate and postgraduate degrees from accredited universities in the desired field of study; and

WHEREAS, inquiries, for the classification of Program Administrator were submitted to the following Southeastern cities; Savannah, Georgia and Little Rock, Arkansas; and

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the position equivalent of the Program Administrator exceeded the range of \$73,148.44 - \$88,646.24; and

WHEREAS, the best interest of the City of Jackson would be served by adding the Program Administrator classification to the current pay plan at an affordable salary comparable to the compensation paid by other Southeastern cities such as those cited; and

WHEREAS, it is recommended that the job classification of Program Administrator be added as a pay range 38 with annual compensation being between \$73,148.44 - \$88,646.24; and

WHEREAS, the Office of the Mayor has informed the Department of Human Resources that there is sufficient grant funding for this position, therefore, they have the monies in the budget to cover the recommended position that will be added to the compensation plan; and

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the Program Administrator with a pay range of 38 (\$73,148.44 - \$88,646.24) to be effective immediately.

Intro to Ordinance 4 December 20, 2022 (Martin, Lumumba)
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MEMORANDUM

TO: Mayor Chokwe A. Lumumba
FROM: Toya Martin, Director
Department of Human Resources
DATE: December 14, 2022

RE: ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF PROGRAM ADMINISTRATOR FOR THE OFFICE OF THE MAYOR

Safiya Omari, Chief of Staff, requested that the Department of Human Resources conduct a job analysis for the creation of classification of Program Administrator

Purpose: This job analysis was conducted to review the organization, salary and duties of the Program Administrator and make recommendations necessary for an efficient and effective operation.

Scope: The Southeastern Cities surveyed were: Little Rock, Arkansas and Savannah Georgia.

In an effort for the City to recruit the experience needed and compete with other jurisdictions, we are requesting that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the Program Administrator position with a pay range of 38 (\$73,148.44 - \$88,646.24) to be effective immediately.

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

/tm



455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207
Telephone 601-960-1799
Facsimile 601-960-1756
Facsimile 601-960-0321

OFFICE OF THE CITY ATTORNEY

**ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND
COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF PROGRAM
ADMINISTRATOR** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin

12-14-22

CATORIA MARTIN, *City Attorney*

DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 14, 2022
DATE

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

#5

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
MODIFYING CHAPTER 26: ARTICLE XII ADDITIONAL REQUIREMENTS FOR
RENTAL HOUSING**

WHEREAS, Article XII establishes rules for regulating and governing the conditions and maintenance of all rental property by providing the standards for conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and

WHEREAS, The City of Jackson finds it necessary to amend rules and regulations relating to Chapter 26: Article XII Additional Requirements for Rental Housing in order to continue to reasonably protect health, safety, and welfare of tenants through the enforcement of property maintenance codes; and

WHEREAS, As of the year 2022, there are more rental units than homeowner occupied units in the city of Jackson and the city finds it necessary to enforce a registration and inspection program to prevent future neglect of properties in the city; and

WHEREAS, The Department of Planning and Development recommends the proposed text amendments to Ordinance Chapter 26: Article XII Additional Requirements for Rental Housing.

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

Chapter 26, Article XII of the Code of Ordinances of the City of Jackson, Mississippi, is hereby to read as follows:

ARTICLE XII. – RENTAL REGISTRATION PROGRAM

Sec. 26-521. – Purpose and Authority.

The purpose of this article is to establish a Registration requirement for owners of Rental Housing Units to protect the health, safety and welfare of the public insofar as they are affected by the maintenance of said Units and the occupancy thereof. The purpose shall be accomplished by requiring rental housing units to be registered and inspected. This article shall be construed to secure this express intent.

The Department of Planning and Development shall be responsible for the administration and enforcement of this article.

Sec. 26-522. – Definitions.

Unless the context clearly indicates otherwise, the following words and phrases as used in this article shall have the following meanings:

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Amended by
(Dotson, Lummba)

Certificate of Compliance – a document provided by the City of Jackson’s Department of Planning Division of Rental Registration upon successful application submission, approval, inspection and fee payment.

Local Agent: A real person who resides in the city limits of Jackson, Mississippi who is able to respond reasonably to contact made by the Director of Planning or designee on a 24-hour basis. The local agent must be able to legally represent the owner.

Owner: Any person or legal entity which owns an interest in the property in question or any legal entity which serves as a managing agent for the property in question.

Property Maintenance Code: The provisions of City of Jackson's Code of Ordinances, the 2018 International Property Maintenance Code, and any other housing standards and ordinances adopted by the City Council.

Rental Housing Unit: Any dwelling, dwelling unit, or part thereof, including but not limited to, any single-family housing unit, duplex, triplex, quadruplex, multifamily unit, apartment, condominium, bed and breakfast, inn, hotel or motel, rooming house, boarding house, lodging house, tourist home and short term rentals.

Tenant: A person occupying a rental housing unit pursuant to a written or oral agreement.

Sec 26-523. – Applicability.

The registration fees and inspection provisions and of this article shall apply to all rental housing units except:

(1) Rental Housing Units that a government entity or housing authority owns, operates or manages and; (2) institutional dormitories or rental housing units that receive funding or subsidies from federal, state, or local government, only if the units are subject to federal, state, or local inspections.

Sec 26-524. – Registration Requirement.

(a) Owners or their authorized agents shall register all rental housing units with the Department of Planning and Development according to the following schedule:

(1) Owners or their authorized agents with more than one hundred (100) rental units shall register all rental housing units with the Department of Planning and Development by March 30th, 2023;

(2) Owners or their authorized agents with between fifty (50) and ninety-nine (99) rental units shall register all rental housing units with the Department of Planning and Development by June 30th, 2023;

(3) Owners or their authorized agents with less than fifty (50) rental units shall register all rental housing units with the Department of Planning and Development by August 30th, 2023;

(b) After the applicable registration deadline in Section 26-524, no owner shall permit occupancy of a rental housing unit by a tenant without first registering the rental unit.

Sec 26-525. – Inspection Requirements.

- (a) No later than sixty (60) days after receiving a completed application and fee, the Department shall notify the owner(s) of an inspection date and time.
- (b) Inspection of rental housing units shall be conducted as follows:
 - (1) 1-4 units – 100% of units inspected;
 - (2) 5-29 units – at least 20% of units inspected;
 - (3) 30-49 units – at least 15% of units inspected;
 - (4) 50 or more units – at least 10% of units inspected.
- (c) If the rental housing unit fails the initial inspection, the Department shall notify the owner in writing of the deficiencies within ten (10) business days of the inspection. The owner shall be given forty-five (45) days from the date of the notice to schedule a second inspection. If an inspection has not been scheduled within that time, the rental housing unit shall be listed as being out-of-compliance and shall remain out-of-compliance until a satisfactory inspection is received.
- (d) Any owner denied a Certificate of Compliance after a fourth unsatisfactory inspection may appeal the determination in writing to the Director of the Planning Department within 30 days of the failed inspection. The Director will have the authority to conduct an inspection to determine if the units passes or fails the inspection.

Sec. 26-526. Certificate of Compliance, Renewal and Change of Ownership.

(a) The Certificate of Compliance shall expire one (1) year from the date of issuance by the Department, or renewal thereof. Owners must apply to renew a Certificate of Compliance and pay the renewal fee at least thirty (30) days before an active Certificate of Compliance expires.

(b) Any person or entity who acquires ownership of a rental housing unit with an active registration shall update the registration information or register the unit within ninety (90) days of acquiring the unit.

Sec. 26-527. – Fees.

Rental Registration Fee (1 st inspection is included)	\$50.00 – per unit
Re-inspection Fee	\$100.00 – per unit
Annual Renewal Registration Fee	\$50.00 – per unit

Sec. 26-528. Enforcement and penalties

Failure to register rental unit by deadline	\$500.00 – per unit
Occupancy without Certificate of Compliance after deadline	\$150.00 – per unit

ITEM NO. _____

DATE: December 20th, 2022

BY: (DOTSON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 12/20/22

DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI MODIFYING CHAPTER 26: ARTICLE XII ADDITIONAL REQUIREMENTS FOR RENTAL HOUSING
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 	Economic Development Neighborhood Enhancement Quality of Life
3.	Who will be affected	Tenants and Landlords
4.	Benefits	Improved living conditions ensuring the health, safety, and welfare of renters.
5.	Schedule (beginning date)	Article XII: Rental Registration shall take effect 30 days after passage by City Council.
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 DEPARTMENT
8.	COST	Cost of Publication of the Ordinance
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"/> 	General Fund
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 _____



Memo

To: Chokwe Lumumba, Mayor

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

Date: December 20th 2022

Re: Agenda Item

The attached agenda item is to establish a rental registration program for owners of rental housing units in the City of Jackson. This is the missing piece of our current code enforcement programming. The goal of this rental registration movement is to protect the health, safety and welfare of the public. It is the responsibility of the city to enforce a basic level of standards in regard to living environments for the residents we serve. The registration data will be an essential resource in the enforcement of regulations by requiring a local agent to act on behalf of the owner.

The City of Jackson finds it necessary to amend rules and regulations relating to the rental registration ordinance in order to continue to reasonably protect health, safety, and welfare of tenants through the enforcement of property maintenance code.

Your consideration in this matter is appreciated.

If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1172 or e-mail cdotson@jacksonms.gov.

#6

#7

#8

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT AGREEMENT WITH MGT OF AMERICA CONSULTING, LLC TO PREPARE A COST ALLOCATION PLAN FOR THE PURPOSE OF DETERMINING AN INDIRECT COST RATE FOR FISCAL YEAR 2022.

OFFICE OF THE MAYOR
12/13/22
X-OM

WHEREAS, the Department of Administration, through the Finance Division, seeks professional services to prepare a cost allocation plan; and

WHEREAS, the City of Jackson receives and administers various grants funds that allow the City to charge indirect costs provided that the City has an indirect cost allocation plan; and

WHEREAS, the Department of Administration received a one-year proposal from MGT of America Consulting, LLC, ("MGT") with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, to perform an indirect cost rate proposal based on the City's audited financial records for the fiscal year ended September 30, 2020 to arrive at an indirect cost rate for the fiscal year ending September 30, 2022; perform a cost allocation plan; identify all expenditures that are properly allocated to or among the City departments, fund, programs, activities, and/or fees charged by the City services; develop an indirect cost rate proposal and create overhead rates that can be applied to contractor or consultant rates when seeking cost recovery through fees and other direct charge mechanics; present preliminary indirect cost rated proposal; present preliminary cost allocation rate proposal; and deliver Microsoft Excel-based model(s) to the Finance Director; and

WHEREAS, MGT proposes a total cost of six thousand and four hundred dollars (\$6,400.00) for the aforementioned services. This is an all-inclusive fee for professional services that is to be billed fifty percent (50%) upon submission of draft documents and fifty percent (50%) upon completion and acceptance by the City of Jackson; and

WHEREAS, the proposed agreement shall be effective on the date of execution and shall continue for a period of one year unless otherwise terminated; and

WHEREAS, each party shall have the right to terminate the agreement by giving thirty (30) days prior written notice to the other party; and

WHEREAS, a contract for professional services is not applicable to the public purchasing statutes and is exempted from the competitive bidding process; and

WHEREAS, the Department of Administration recommends that the City of Jackson enter a one-year agreement with MGT to perform a cost allocation plan for the purpose identified herein for an amount not to exceed six thousand and four hundred dollars (\$6,400.00).

IT IS, THEREFORE, ORDERED, the Mayor is authorized to execute a consulting agreement with MGT of America Consulting, LLC to perform a cost allocation plan for the purpose of determining an indirect cost rate for the fiscal year 2022, in an amount not to exceed six thousand and four hundred dollars (\$6,400.00).

Agenda Item No. 8
December 20, 2022
(Malembeka, Lumumba)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 2, 2022

DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT AGREEMENT WITH MGT OF AMERICA CONSULTING, LLC TO PREPARE A COST ALLOCATION PLAN FOR THE PURPOSE OF DETERMINING AN INDIRECT COST RATE FOR FISCAL YEAR 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	City of Jackson	
4.	Benefits	Organizations allow the City of Jackson to charge indirect to the grants, providing that the City of Jackson has an indirect cost allocation plan approved by the Department of Housing and Urban Development	
5.	Schedule (beginning date)	After Council Approval	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS CITY WIDE	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Administration Department of Finance	
8.	COST	\$6,400	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund 001.411.10.6411	
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 ___

MEMO

To: Chokwe A Lumumba, Mayor
From: Sharon Thames, Deputy Director of Administration 
Date: November 2, 2022
Re: ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSULTING SERVICE AGREEMENT
WITH MGT CONSULTING GROUP TO PERFORM A COST ALLOCATION PLAN

The Department of Administration Finance Division recommends the City of Jackson enter an agreement with MGT Consulting Group to perform a cost allocation plan for FY22

Some organizations allow the City of Jackson to charge indirect cost to the grants, providing that the City of Jackson have an indirect cost allocation plan approved by the Department of Housing and Urban Development.

Should you have any questions or concerns, please contact me at 601.960.1005.

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
12/1/22
AUM

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH MGT CONSULTING GROUP TO PERFORM A COST ALLOCATION PLAN FOR THE PURPOSE OF DETERMINING AN INDIRECT COST RATE FOR FISCAL YEAR 2022** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* AUM

Date



November 30, 2020

Ms. Carmen Jones
Assistant Controller
City of Jackson
200 South Pearl Street
Jackson, MS 39201

Subject: Proposal for Indirect Cost Proposal Preparation

Dear Ms. Jones:

MGT Consulting Group (MGT) is pleased to submit our proposal quote to the City of Jackson to provide Indirect Cost Proposal Preparation.

MGT began operations in 1974 and has judiciously expanded its consulting capabilities over the years. MGT is owned by the current and retired partners, principals, and consultants of the firm. The advantage of this ownership structure to our clients is that every member of the firm has a vested interest in the successful completion of every project, for every client. MGT has nearly 40 full-time consultants who prepare cost allocation plans and indirect cost rates all year, every year. This focus and commitment allows us to provide better service and the best advice in these areas. The majority of our division's consultants have been directly employed in producing indirect cost rates and cost allocation plans for more than 12 years, with the average of 15 years of direct government consulting experience.

Mr. Bret Schlyer, MGT's Vice President of the Financial Solutions Group will serve as Project Director for the project and Ms. Meredith Miller will serve as the Project Manager and handle the day-to-day project management activities. This includes meeting with city staff, identifying allowable costs, processing data and reviewing draft calculations with city staff, processing data into the final ICRP, and providing formal status reports to the city's project manager.

SCOPE OF SERVICES

Perform an indirect cost rate proposal, based on the City's audited financial records for the fiscal year ended September 30, 2020, for the purpose of arriving at an indirect cost rate for the fiscal year ending September 30, 2022.

- Identify all expenditures that properly be allocated to or among City departments, funds, programs, activities and/or fees charged for City services.
- Develop an indirect cost rate proposal and create an overhead rates that can be used for grant purposes.
- Deliver a Microsoft Excel-based model(s) to the City's Finance Director for City's future use.





- Present a preliminary indirect cost rate proposal to the City staff and modify as necessary

COST PROPOSAL

MGT will provide the proposed deliverables in the scope of work for the fixed, all-inclusive fee of **\$6,400**. This fee contains all direct and indirect costs including in virtual meetings, document production, etc. No additional expenses will be charged. Progressive payments are requested based on achieving project milestones. This pricing is good for the next 180 days.

CLOSING

If you have any questions concerning our proposal, please contact Ms. Meredith Miller by phone at 817-675-1625 or by e-mail at mmiller@mgtconsulting.com.

Sincerely,

Patrick J. Dyer
Vice President, MGT Financial Services
MGT of America Consulting, LLC

**MASTER ENGAGEMENT AGREEMENT
BY AND BETWEEN
MGT OF AMERICA CONSULTING, LLC
AND
CITY OF JACKSON, MISSISSIPPI**

THIS MASTER ENGAGEMENT AGREEMENT ("Agreement") made and entered into as of _____, by and between MGT of America Consulting, LLC. ("MGT"), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and City of Jackson, Mississippi ("Client"), with offices located at 200 South President Street, Jackson, MS 39201, sets forth the parties' understanding pursuant to which MGT shall be engaged by Client.

I. SCOPE OF SERVICES

The Scope of Services of MGT's services hereunder (the "Services") shall be set out in Annex No. 1 to this Agreement. Each Annex, upon execution by both parties, shall by this reference be incorporated in and made part of this Agreement. Each Annex shall specify the services to be performed by MGT, key MGT staff members assigned to assist in the performance of such Services and the payment terms for such Services, as well as any other details specified by the parties. Should the Services as described in any Annex change in any material way, an adjustment to MGT's fees and promised delivery dates for such Services may be required. MGT undertakes to advise Client promptly should any such adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the applicable Annex.

II. STAFFING

Bret Schlyer shall serve as Director-in-Charge and point of contact for MGT under this Agreement. MGT shall assign staff members to virtually perform all Services. Should any of the employees be unable to perform the Services, MGT may substitute another similarly qualified staff member. MGT may, from time to time and in its discretion, augment the listed staff as needed to perform the Services. All tasks are to be completed virtually, unless Client and MGT mutually agree to add in-person work for an additional fee (to be determined). Any requests for in-person work must be made in writing and must be approved by MGT and incorporated as an amendment and/or annex to this Agreement.

III. FEES AND DISBURSEMENTS

MGT proposes a total cost of **six thousand four hundred US dollars (\$6,400.00)** for the Services outlined in Annex No. 1. This all-inclusive fee for professional services is to be billed fifty percent (50%) upon submission of a draft documents and fifty percent (50%) upon completion and acceptance by the City of Jackson.

All invoices submitted by MGT to Client shall be due and payable forty-five (45) days after receipt of a monthly invoice detailing the services provided on behalf of the City of Jackson and in accordance with Section 31-7-305 of the Mississippi Code of 1972, as amended.

IV. TERM AND TERMINATION

This Agreement shall be effective on the Effective Date and shall continue for a period of one year ("Initial Term"), unless otherwise terminated. At Client's option and approved by MGT, the contract may be renewed for additional one-month periods. The Client will notify MGT each month of their intention to exercise this option, at which time compensation and scope can be determined and agreed upon by both Parties. Either party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice to the other party ("Termination Date"). In the event that this Agreement is so terminated in advance of its scheduled completion, Client shall pay to MGT, upon receipt of an invoice, any and all proper charges earned and/or incurred by MGT in connection with the Services pursuant to this Agreement and the Annexes up to the time of its termination and shall indemnify MGT as provided in Section V(3) below.

V. GENERAL PROVISIONS

1) Modification, Cancellation or Suspension of Work

Upon consultation with MGT, Client shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress under any Annex, and, in such event, MGT shall immediately take proper steps to carry out such instructions. In the event Client elects to modify the scope, an adjustment to the Annex Compensation may be necessary, and MGT will advise Client of any changes to Compensation.

2) Delay

If during the term, Client causes delay resulting from Client's (i) failure to provide requested information on a timely basis, (ii) providing of inaccurate, incorrect or false information, (iii) Client's failure to provide access to appropriate personnel if required by the Annex Scope, or (iv) delay due to Client rescheduling Annex Scope; and such delay causes MGT any or all of (i) duplicate work efforts, (ii) corrective work efforts, or (iii) more than 7 days of idle time, MGT reserves the right to charge additional fees on either or both of (i) hourly rate (ii) and material costs.

3) General Indemnification

Each party's liability is determined and controlled in accordance with Mississippi law. Client shall fully defend, indemnify and hold harmless MGT and its officers, directors, employees, agents, representatives or successors and assigns (collectively, "Indemnified Parties") from and against any and all claims, demands, actions or causes of actions and any and all liabilities, costs and expenses (including but not limited to attorney's fees and expenses, incurred in the defense of an Indemnified Party, including costs of appeal) damage or loss in connection with a determination by a court of competent jurisdiction that the Client is at fault, that may be asserted by the Client, its officers, employees, agents, representatives, successors or assigns or any other third party on account of, or sustained or alleged to have been sustained by, or arising out of or growing out of bodily injury, including death, or loss of use or damage to or destruction of property caused by, arising out of, sustained or alleged to have been sustained by, or in any way incidental to or in connection with the Customer's performance of the Services under this Agreement or Statement of Work, regardless of whether such claims, demands, actions, causes of action or liability are or alleged to have been caused by in part or contributed to by the negligence, fault, or strict liability

of any Indemnified Party. Nothing in this Agreement shall have the effect of changing or altering this liability or eliminating any defense available to the parties under Mississippi law.

MGT's indemnity obligation under this Paragraph is contingent upon the MGT seeking indemnity ("Indemnitee") to (i) promptly notify the Customer ("Indemnitor") of each claim; provided, however, that the Indemnitee's failure to give prompt notice to the Indemnitor of any such claim shall not relieve the Indemnitor of any obligation under this Paragraph except and to the extent that such failure materially prejudices the Indemnitor's ability to defend against such claim; (ii) provide the Indemnitor with sole control over the defense and/or settlement thereof provided however, that Indemnitor shall not settle any claim that includes an admission of wrongdoing by the Indemnitee or otherwise adversely affects Indemnitee's interests without its prior consent; and (iii) at the Indemnitor's request and expense, provide full information and reasonable assistance to the Indemnitor with respect to such claim.

4) Confidentiality

MGT shall maintain in confidence all information and data relating to Client, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to MGT by or on behalf of Client (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by MGT from Client, or any of its affiliated companies, or created in the course of this Agreement.

MGT shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without Client's prior written consent, disclose such information to any third-party nor use it for any other purpose; provided, however, that MGT shall have the right to disclose Client's name and the general nature of MGT's work for Client in pitches and business proposals.

The above obligations of confidentiality shall not apply to the extent that MGT can show that the relevant information:

- a) was at the time of receipt already in MGT's possession;
- b) is, or becomes in the future, public knowledge through no fault or omission of MGT;
- c) was received from a third-party having the right to disclose it; or
- d) is required to be disclosed by law.

5) Non-Solicitation

During the term of this Agreement, and for a period of two (2) years after the Termination thereof, neither party shall directly or indirectly solicit for employment any person or persons currently employed, or who were employed in the last twelve (12) months, by the other unless (a) the other party has given its prior written consent, or (b) the employee has terminated his or her position, or (c) notice of termination given to the employee. Direct solicitation does not include advertisements published in the general media and, except to the extent that an individual was specifically encouraged to respond to such advertisements, nothing in this clause restricts an individual employee's right to seek employment with the other party to perform work unrelated to this Agreement.

6) Risk

Any analysis, projections, forecasts, or conclusions of Project relies on the accuracy of information provided by Client as well as near-term and long-term assumptions influenced by factors outside of MGT's control and for which may adversely impact Client. Changes such as Client's financial health, as well as state, local, and global economic conditions, may impact the Client, accuracy of projections and or feasibility of services. Additional risks to the Client include but are not limited to: 1) changes in regulatory, legislative, public or political climate.

7) Force Majeure

Neither party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

8) Exclusion of Liability caused by Political or Regulatory Decisions

While Client has engaged MGT to assist it in dealing with certain regulatory or political decisions or actions that may adversely affect Client's business, and while MGT has agreed to provide such assistance, MGT cannot be held responsible for and cannot be held liable to Client for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against Client or Client's interests.

9) Governing Law, Submission to Jurisdiction and Consent to Suit

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSISSIPPI (IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF MISSISSIPPI) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE AND REMEDIES. CLIENT SUBMITS ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT WITHIN HINDS COUNTY, MISSISSIPPI AND CLIENT HEREBY ACCEPTS VENUE IN EACH SUCH COURT.

10) Dispute Resolution Procedure

In the event of a dispute, controversy or claim by and between Client and MGT arising out of or relating to this Agreement or matters related to this Agreement, the parties will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice in letter form to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable certified mediator. The mediation shall take place in Jackson, Mississippi.

Except as provided herein, no civil action with respect to any dispute, controversy or claim arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all reasonable costs, fees and expenses, including legal fees, to be paid by the party against whom enforcement is ordered.

11) Assignment

Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this

Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

12) Non-Discrimination/Equal Employment Practices

Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state or local laws. During the performance of this Agreement, neither party or their employees, agents or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, or physical disability, or any other classifications protected by local, state or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

13) Partial Invalidity

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or Invalid provision had never been included herein.

14) Notices

All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax, with receipt confirmed, or courier or by overnight mail delivery, in writing to the party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the party.

15) Counterparts and Execution

This Agreement and any Annexes may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

16) Survival

Sections III, IV, and V of this Agreement and the payment obligations described in the Annex(es) shall continue notwithstanding the termination or expiration of the Agreement or any Annex(es).

17) Entire Agreement

This Agreement and attached Annex(es) constitute the entire and only agreement between the

parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written agreement signed by the parties. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Master Engagement Agreement as of the date of the final signature below.

AGREED TO AND ACCEPTED:

MGT OF AMERICA CONSULTING, LLC

CITY OF JACKSON, MISSISSIPPI

Signed: _____

Signed: _____

By: _____

By: _____

Title: _____

Title: _____

FEIN: 81-0890071

FEIN: _____

Date: _____

Date: _____

**ANNEX NO. 1 TO MASTER ENGAGEMENT AGREEMENT
DATED AS OF _____**

This **Annex No. 1** hereinafter referred to as (“Annex”) to the **Master Engagement Agreement**, hereinafter referred to as the (“Agreement”), by and between **MGT of America Consulting, LLC.**, (“MGT”), and **City of Jackson, Mississippi** (“Client”), sets forth the parties’ understanding pursuant to which MGT shall provide the below-specified Services to Client.

MGT shall provide the following services to perform a cost allocation plan for the purpose of determining an indirect cost rate for the fiscal year of 2022:

- Perform an indirect cost rate proposal, based on the City of Jackson’s audited financial records for the fiscal year ended September 30, 2020, for the purpose of arriving at an indirect cost rate for the fiscal year ending September 30, 2022.
- Perform a cost allocation plan, based on the City of Jackson’s audited financial records for the fiscal year ended September 30, 2020, for the purpose of arriving at an indirect cost rate for the fiscal year ending September 30, 2021.
- Identify all expenditures that are properly allocated to or among City of Jackson departments, fund, programs, activities, and/or fees charged by City of Jackson services.
- Develop an indirect cost rate proposal and create overhead rates for grant purposes.
- Develop a Cost Allocation Plan and create overhead Rates including overhead rates that can be applied to contractor or consultant rates when seeking cost recovery through fees and other direct charge mechanisms.
- Deliver Microsoft Excel-based model(s) to the City of Jackson’s Finance Director for the City of Jackson’s future use.
- Present a preliminary indirect cost rate proposal to the City of Jackson staff and modify as necessary.
- Present a preliminary Cost Allocation Plan to the City of Jackson staff and modify as necessary.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
MGT OF AMERICA CONSULTING, LLC

Filing Information

Document Number	L15000199435
FEI/EIN Number	81-0890071
Date Filed	12/02/2015
State	FL
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Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	02/15/2022
Event Effective Date	NONE

Principal Address

4320 West Kennedy Boulevard
Suite 200
Tampa, FL 33609

Changed: 03/31/2022

Mailing Address

4320 West Kennedy Boulevard
Suite 200
Tampa, FL 33609

Changed: 03/31/2022

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 02/15/2022

Address Changed: 02/15/2022

Authorized Person(s) Detail

Name & Address

Title Manager

Luke, Carla
4320 West Kennedy Boulevard
Suite 200
Tampa, FL 33609

Title Manager

Seamon, Fred
4320 West Kennedy Boulevard
Suite 200
Tampa, FL 33609

Title Manager

Burgess, John Bradley
4320 West Kennedy Boulevard
Suite 200
Tampa, FL 33609

Title Manager

Traviesa, Anthony Trey
4320 West Kennedy Boulevard
Suite 200
Tampa, FL 33609

Annual Reports

Report Year	Filed Date
2020	02/05/2020
2021	02/05/2021
2022	03/31/2022

Document Images

<u>03/31/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/15/2022 -- CORLCRACHG</u>	View image in PDF format
<u>02/05/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/05/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/17/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/01/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/02/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/03/2016 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>02/02/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/29/2016 -- Merger</u>	View image in PDF format
<u>12/02/2015 -- Florida Limited Liability</u>	View image in PDF format

#9

OFFICE OF THE CLERK OF THE CITY OF JACKSON
12/20/22

ORDER TO AWARD THE CONTRACT FOR THE PUBLICATION OF LEGAL NOTICES OF THE CITY OF JACKSON FOR THE CALENDAR YEAR 2023.

WHEREAS, on December 6, 2022, the City received three (3) sealed bids from the Northside Sun, the Jackson Advocate and the Mississippi Link for the publication of legal notices of the City required by law to be published in the 2023 calendar year; and

WHEREAS, The Mississippi Link submitted the lowest bid, it being in the amount of \$0.08 per word for the first publication; \$0.02 per word for the second publication; and \$0.00 per word for the third publication, with a \$0.00 charge for the proof of publication; and

WHEREAS, the Council finds that The Mississippi Link satisfies the statutory requirements set forth in Section 13-3-31, Miss. Code of 1972, as amended, for newspaper printing of legal publications.

IT IS, THEREFORE, ORDERED that the bid of The Mississippi Link in the amount of \$0.08 per word for the first publication; \$0.02 per word for the second publication; and \$0.00 per word for the third publication, with a \$0.00 charge for the proof of publication be accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Municipal Clerk be authorized to publish legal notices as required by law to be published during the period January 1, 2023 through December 31, 2023, in said newspaper on an item-by-item basis as best suits the needs and convenience of the City, and in accordance with the applicable law thereto.

Agenda Item No.: 9
Date: December 20, 2022
By: A. Harris, Lumumba

M E M O R A N D U M

Department of Municipal Clerk
(601) 960-1033



TO: Honorable Mayor Chokwe Antar Lumumba

FROM: Angela Harris, Municipal Clerk 

DATE: December 7, 2022

RE: Publication of Legal Notices for 2023

The Department of Municipal Clerk has reviewed three (3) bids from the Northside Sun, the Jackson Advocate and the Mississippi Link for the publication of legal notices of the City as required by State law to be published in the 2023 calendar year.

The Mississippi Link submitted the lowest bid, it being in the amount of \$0.08 per word for the first publication; \$0.02 per word for the second publication; and \$0.00 per word for the third publication, with a \$0.00 charge for proof of publication.

The Department of Municipal Clerk finds that the Mississippi Link satisfies the statutory requirements set forth in Section 13-3-31, Miss. Code of 1972, as amended, for newspaper printing of legal publications. I am requesting that the bid of the Mississippi Link be accepted as the lowest and best bid. The period of the contract is January 1, 2023 through December 31, 2023.

Please call Angela Harris at (601) 960-1137 should you have any questions.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 7, 2022
DATE


POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the annual contract for publication of legal notices for the City of Jackson.																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item allows the City of Jackson to advertise various legal notices in said newspaper on an item-by-item basis as best suits the needs and conveniences of the City.																																													
3.	Who will be affected	Citywide																																													
4.	Benefits	The City's legal notices will be published in a newspaper which meets the criteria set forth in MS Annotated Code Section 13-3-31																																													
5.	Schedule (beginning date)	Upon Approval																																													
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	City Wide																																													
<input checked="" type="checkbox"/> x7.	Action implemented by: ■ City Department ■ Consultant	Department of Municipal Clerk and all City Departments																																													
8.	COST	1 st Publication- \$0.08 2 nd Publication- \$0.02 3 rd Publication- \$0.00 Proof of Publication- \$0.00																																													
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding ■ General Fund ■ Grant ■ Bond ■ Other	General Fund- 001-6444 for each department/division that submit advertisements in the newspaper																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u> X </u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
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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

This ORDER TO AWARD THE CONTRACT FOR THE PUBLICATION OF LEGAL NOTICES OF THE CITY OF JACKSON FOR THE CALENDAR YEAR 2023 is legally sufficient for placement in NOVUS Agenda.



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

12/8/22

Date



**City of Jackson, Mississippi
BID FOR LEGAL PUBLICATIONS**

We bid the following rates for publication of the City's ordinances, resolutions, notices and other publications required by law to be published during the period of January 1, 2023 through December 31, 2023.

Note: Please quote a per word rate to the nearest one millionth of a dollar. (e.g. \$0.999999)

First Publication (per word) _____ \$.12
Second Publication (per word) _____ \$.10
Third Publication (per word) _____ \$.10
Proof of Publication (per word) _____ \$ 3.00

Name of Bidder:

Northside Sun

Signature of Authorized Officer:

Davi Pol

Address of principal business office:

PO Box 16709
Jackson, MS 39236

Telephone:

662-283-1131

Date:

11-22-22



**City of Jackson, Mississippi
BID FOR LEGAL PUBLICATIONS**

We bid the following rates for publication of the City's ordinances, resolutions, notices and other publications required by law to be published during the period of January 1, 2023 through December 31, 2023.

Note: Please quote a per word rate to the nearest one millionth of a dollar. (e.g. \$0.999999)

First Publication (per word) 0.050000 \$ 5.00
Second Publication (per word) 0.050000 \$ 5.00
Third Publication (per word) 0.000000 \$ 0
Proof of Publication (per word) 0.000000 \$ 0

Name of Bidder:

Jackson Advocate

Signature of Authorized Officer:

Deanna T. Johnson

Address of principal business office:

414 S. State St Ste 101
Jackson, MS 39201

Telephone: 601-948-4122

Date: 12-6-22



**City of Jackson, Mississippi
BID FOR LEGAL PUBLICATIONS**

We bid the following rates for publication of the City's ordinances, resolutions, notices and other publications required by law to be published during the period of January 1, 2023 through December 31, 2023.

Note: Please quote a per word rate to the nearest one millionth of a dollar. (e.g. \$0.999999)

First Publication (per word)	_____	\$. 08
Second Publication (per word)	_____	\$. 02
Third Publication (per word)	_____	\$ 0
Proof of Publication (per word)	_____	\$ 0

Name of Bidder:

Signature of Authorized Officer:

Jackie Hampton

Address of principal business office:

2659 Livingston Rd.

Jackson MS 39213

Telephone:

601-594-1844

Date:

Dec. 12, 2022

#10

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE FY22 UNITED STATES DEPARTMENT OF JUSTICE MICROGRANTS-COMMUNITY POLICING DEVELOPMENT (COPS) APPLICATION TO RECEIVE GRANT FUNDS FOR OFFICER RECRUITMENT AND RETENTION.

9/27/2022

WHEREAS, the FY22 United States Department of Justice Microgrants-Community Policing Development Solicitation administered by Community Oriented Policing Services (COPS) had an original closing date of June 21, 2022; and

WHEREAS, the City of Jackson Police Department submitted the FY22 Microgrants – Community Policing Development Solicitation application administered by COPS on June 13, 2022; and

WHEREAS, the grant funds will assist the City of Jackson Police Department with officer recruitment and retention to attract and retain the best law enforcement candidates who represent diverse backgrounds, knowledge, and the experience essential to supporting the implementation of community policing; and

WHEREAS, the primary goal of officer recruitment and retention is to provide the City of Jackson Police Department funding to increase its capacity to implement innovative projects that engage the community on a broad range of public safety issues and increase engagement between law enforcement and the communities they serve; and

WHEREAS, the FY22 United States Department of Justice Microgrants-Community Policing Development Solicitation administered by Community Oriented Policing Services Grant does not require matching funds from the City of Jackson; and

WHEREAS, the term of the agreement began on September 1, 2022, with a duration period of twelve (12) months; and

WHEREAS, the City of Jackson Police Department has not yet been awarded any grant funds; and

WHEREAS, the City of Jackson Police Department is anticipating an award amount of one hundred seventy-five thousand dollars (\$175,000.00).

IT IS, HEREBY, ORDERED that the Mayor is authorized to ratify and execute the application for the FY22 United States Department of Justice Microgrants-Community Policing Development Solicitation administered by Community Oriented Policing Services (COPS).

IT IS FURTHERED ORDERED that the Mayor be authorized to execute all documents necessary to accept all awarded grant funds.

Agenda Item No. 10
December 20, 2022
(Davis, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 8, 2022

DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE APPLICATION FOR THE FY22 UNITED STATES DEPARTMENT OF JUSTICE MICROGRANTS-COMMUNITY POLICING DEVELOPMENT APPLICATION (COPS) TO RECEIVE GRANT FUNDS FOR OFFICER RECRUITMENT AND RETENTION.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention	
3.	Who will be affected	City of Jackson	
4.	Benefits	To develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.	
5.	Schedule (beginning date)	As per grant guidelines	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ ■ Project limits if applicable	ALL WARDS CITY WIDE	
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Jackson Police Department	
8.	COST	No matching funds required.	
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>		
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 ___

ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE APPLICATION FOR
 ORDER AUTHROZING THE MAYOR TO RATIFY AND EXECUTE THE APPLICATION FOR

Jackson Police Department



327 East Pascagoula Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

To: Chokwe A. Lumumba, Mayor

From: James E. Davis, Chief of Police

A handwritten signature in dark ink, appearing to be "J.E. Davis", is written over the printed name of the Chief of Police.

Subject: **FY 2022 (COPS) Application for Microgrants-Community Policing Development Solicitation (CPDS)**

Date: September 14, 2022

The Jackson Police Department has been granted the opportunity to apply for the 2022 United States Department of Justice COPS Office for Microgrants-Community Policing Development Solicitation. Funds through this award will be used to advance the practice of Community Oriented Policing in law enforcement by creating a recruitment and retention plan for officers and civilian staff to assist in the day-to-day operations of the police department.

I respectfully request your signature approving the document contained herein. Should you have any questions or concerns, please do not hesitate to contact me.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE FY22 UNITED STATES DEPARTMENT OF JUSTICE MICROGRANT-COMMUNITY POLICING DEVELOPMENT (COPS) APPLICATION TO RECEIVE GRANT FUNDS FOR OFFICER RECRUITMENT AND RETENTION is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Victoria James, *Deputy City Attorney*



10/6/22

Date

OFFICE OF THE CITY ATTORNEY
V.J.
9/27/2022

Award Letter

October 13, 2022

Dear Juan Gray,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by JACKSON, CITY OF for an award under the funding opportunity entitled 2022 FY22 Microgrants -Community Policing Development Solicitation. The approved award amount is \$174,947.99.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

ROBERT CHAPMAN
Acting Director



FY22 Microgrants -Community Policing Development Solicitation

Assistance Listing Number #	16.710
Grants.gov Opportunity Number:	O-COPS-2022-171175
Solicitation Release Date:	May 05, 2022 12:00 PM
Version:	1
Grants.gov Deadline:	June 21, 2022 7:59 PM
Application JustGrants Deadline:	June 23, 2022 7:59 PM

Overview

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, <https://cops.usdoj.gov>) is pleased to announce that it is seeking applications for funding for the COPS Office FY 2022 Community Policing Development (CPD) Microgrants program. CPD Microgrants funds are used to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.

The COPS Office welcomes applications under which one or more entities would carry out the federal award; however, only one entity may be the applicant. Any other entities carrying out the federal award must be identified as proposed subrecipients. The applicant must be the entity that would have primary responsibility for carrying out the awards, including administering the funding and managing the entire project. The terms and conditions of the federal award are also applicable to subrecipients.

Existing COPS Office awardees are eligible to apply but must build upon existing goals and objectives and not duplicate existing project activities.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Eligible Applicants:

Other

Other

This solicitation is open to all local, state, tribal, and territorial law enforcement agencies.

To advance Executive Order 13929 Safe Policing for Safe Communities, as of October 28, 2020, the Attorney General determined that all state, local, and university or college law enforcement agencies must be certified by an approved independent credentialing body or have started the certification process to be allocated FY 2022 DOJ discretionary grant funding, either as a recipient or a subrecipient. For detailed information on this new certification requirement, please visit <https://cops.usdoj.gov/SafePolicingEO>.

Contact Information

Applications must be submitted through both Grants.gov and the JustGrants system.

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the [Grants.gov Organization Applicant User Guide](#). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical support with the Justice Grants System (JustGrants) application, please contact JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175. JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at <https://justicegrants.usdoj.gov/training-resources>.

For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

Submission Information

Registration: To submit an application, all applicants must obtain a Unique Entity Identifier (UEI) number and register online with the System for Award Management (SAM) and Grants.gov.

Submission: Completing an application is a two-step process:

Applicants are first required to register via <https://www.grants.gov>, complete the SF-424 form and if applicable the SF-LLL, and submit it through the [Grants.gov website](#).

Once the SF-424 has been submitted via Grants.gov, the applicants will complete the full application including providing attachments in JustGrants.

An application is not considered submitted until both of these steps are completed. For more information about registration and submission, see the "How to Apply" section of this solicitation.

All guidance for this program is contained in this Solicitation and can also be found at <https://cops.usdoj.gov/cpdmicrogrants>. In addition to this Solicitation, the COPS Office "[How to Apply](#)" web page provides additional resources to help guide applicants through the process.

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Program Description

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as violent crime, nonviolent crime, and fear of crime.

Benefit
Community Policing Development (CPD) Microgrants funds are used to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.

The COPS Office is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and build trust between law enforcement and the community. For all Fiscal Year 2022 COPS Office grant solicitations, applicants should consider these priorities when applying for COPS Office funding to advance community policing and address these strategic planning priorities within their applications as applicable.

Statutory Authority

This program is authorized under the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103-322, 34 U.S.C. § 10381 et seq.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Program-Specific Information

This solicitation is being announced as an open competition.

Please note that applicants may submit multiple applications, but you must submit a separate application for each project. Any application that does not clearly state the solicitation, may not pass the basic minimum requirement phase of the review process.

The following sections will provide further background, requirements, and details for your application. In addition, all applicants should keep the following general requirements in mind:

- All award recipients will be expected to begin work immediately upon selection and notification of award.
- For all identified deliverables, the applicant must adhere to the requirements set forth in the COPS Office Curriculum Standards and Review Process Guides, which can be found at <https://cops.usdoj.gov/training>.
- For all identified deliverables, the applicant must adhere to the requirements set forth in the COPS Office conference request approval process.
- For all identified deliverables, the applicant should adhere to the COPS Office Editorial and Style Manual. For projects that propose site-specific work, letters of support from the targeted agencies are strongly encouraged.

With any programmatic questions, please contact the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

Program Goals

Goals
Under this solicitation, the COPS Office seeks to support projects that allow for the identification and expansion of promising practices and produces knowledge products that follow the principles of good guidance:

- Quality-driven, with an emphasis on action statements to drive promising practices and reduce variations in performance
- Evidence-based, with recommendations that are consistent with the weight of the best available evidence identified through systematic review
- Accessible, with clear language and manageable lengths that are appropriate and relevant for the law enforcement field
- Memorable, to encourage immediate actions or aid for the complex situations law enforcement professionals face

To read an overview of the principles of community policing, please see the COPS Office publication Community Policing Defined.

Applicants should also consider the COPS Office performance measures when developing their own specific project goals and activities, which can be found in the "Performance Measures" section of this application.

CPD Microgrants

Multiple awards, up to \$175,000 each

CPD Microgrants program funds are used to develop law enforcement's capacity to implement community policing strategies by providing funding to local, state, tribal, and territorial law enforcement agencies. When properly applied, community policing improves the identification and prioritization of community problems; builds trust and relationships between law enforcement and the communities they serve; and enables an agency to build a culture toward accountability, transparency, open communication, and mutual trust.

Applicants are invited to propose demonstration or pilot projects to be implemented in their agency that offer creative ideas to advance crime fighting, community engagement, problem solving, or organizational changes to support community policing in one of five engagement areas: (1) community violence intervention, (2) officer recruitment and retention, (3) hate crimes and domestic extremism, (4) underserved populations, and (5) building trust and legitimacy with the community. The COPS Office encourages law enforcement agencies to partner with community groups, institutions of higher education, and other stakeholders to implement the proposed project. The COPS Office also encourages agencies to consider evidence-based practices or an evaluation component based on the type of activities. For example, if proposing to implement a pre-existing program such as Police Athletic Leagues, Boys and Girls Clubs of America, Explorers, or Coffee with a Cop, the applicant will need to justify how their replication is innovative or builds on prior program success.

Under this solicitation, the COPS Office will fund projects in the following subcategories:

- Community Violence Intervention
- Officer Recruitment and Retention
- Hate Crimes and Domestic Extremism
- Underserved Populations
- Building Trust and Legitimacy with the Community

Community Violence Intervention

As the nation grapples with the impacts of the COVID-19 pandemic, some communities are experiencing an epidemic of community violence, including increasing gun violence. This violence impacts not only the victims and their loved ones but also the entire community. It creates physical injury, trauma, and fear, along with other long-lasting consequences. In June 2021, the White House announced a comprehensive strategy to combat gun violence and other violent crime, including Community Violence Interventions (CVI) and enforcement of violators of federal gun laws. In addition, in response to a perceived increase in violent crimes throughout the country, U.S. Attorney General Merrick B. Garland announced a new effort to reduce violent crime.

The strategy establishes a set of four fundamental principles to guide violent crime reduction.

1. Building trust and earning legitimacy
2. Investing in prevention and intervention programs
3. Targeted enforcement efforts and priorities
4. Measuring results

* Addressing street-level community violence in a holistic, multi-pronged approach strengthens community resilience and builds social capital. The COPS Office will provide funding to develop and enhance programs that engage the community in violence reduction efforts including street outreach, violence interrupters, hospital-based interventions, group violence interventions, and other strategies that provide wrap-around services to communities. Special consideration will be given to programs that develop or enhance gun violence interventions.

Agencies should identify a list of activities and strategies based on prior research and best or promising practices. Applicants should clearly source each activity and strategy in the application. Agencies are encouraged to partner with institutions of higher education, community groups, other criminal justice stakeholders, and the general public on project activities.

Applicants should review the COPS Office Community Violence Interventions web page along with the following resources for more strategies to combat violence crime: U.S. Attorney General's Summit on Violent Crime: Summary of Key Factors, Promising Strategies, and Additional Steps, Gun Violence Among Serious Young Offenders, Preventing Minority Youth Violence: Lessons from Law Enforcement – Public Health Collaborations, and Co-Producing Public Safety: Communities, Law Enforcement, and Public Health Researchers Work to Prevent Crime Together.

✓ **Officer Recruitment and Retention**

B. Officer recruitment and retention are essential functions of law enforcement agencies. Attracting and retaining the best law enforcement candidates who represent a diversity of backgrounds, knowledge, and experiences is essential to supporting the implementation of community policing. In addition to reflecting the communities they serve, new officers and deputies must have strong analytical and problem-solving skills, good communication skills, adaptability, an understanding of agency policies and procedures, and training. The Police Executive Research Forum (PERF) Survey on Police Workforce Trends released in 2021 found reductions in hiring and retention within law enforcement agencies nationwide. According to PERF, agencies reported an 18 percent increase in resignations and a 5 percent reduction in hiring. In addition, the report notes that a large number of retirements has also impacted law enforcement agencies, reporting a 45 percent increase in the retirement rate.

A. The COPS Office seeks demonstration or pilot projects with creative methods for recruitment and retention that include quantitative measures of success. Applicants should identify a list of activities and strategies based on prior research and best or promising practices. Applicants should clearly source each activity and strategy in the project narrative. A variety of objectives can be proposed to achieve the project goal(s) and may involve agency personnel and resources as well as community partners.

The COPS Office and other criminal justice professionals have invested in research and best and promising practices over many years. Applicants should review COPS Office publications such as the following:

- Police Recruitment and Retention for the New Millennium, which emphasizes planning and analysis, reducing the financial impact of turnover, enhancing compensation and other benefits, employee engagement, and improving organizational effectiveness to address recruitment challenges
- Law Enforcement Recruitment Toolkit, which focuses on collaborating with other agencies, engaging the community, and streamlining the recruitment process, among other strategies to address recruitment challenges
- Law Enforcement Best Practices: Lessons Learned from the Field, chapter 7 "Recruitment, Hiring, Retention, and Promotions," which provides 13 best and promising practices grounded in academic research and practical experience suitable for agencies of all sizes around recruitment, hiring, retention, and promotions

Hate Crimes and Domestic Extremism

B. Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims on the basis of their perceived or actual race, color, religion, national origin, sexual orientation, gender, gender identity, or disability. Hate crimes have a broader effect than most other kinds of crime, especially because hate crime victims include not only the crimes' immediate targets but also others like them. Likewise, the impact of domestic extremism is felt broadly because the intent is often to intimidate, coerce, or influence national policy by violence against the population or the national infrastructure. The ripple effects from hate crimes and domestic extremism not only impact community security but also can erode at community engagement and trust.

A. The COPS Office will provide funding to develop or enhance programs that aid in the prevention of and response to hate crimes and domestic extremism. Agencies are encouraged to partner with institutions of higher education, community groups, other criminal justice stakeholders, and the general public on project activities. Applicants should visit the [DOJ hate crimes website](#) and review the strategies listed in "Preventing Hate Crimes in Your Community" as well as the law enforcement resources in "Resources." In addition, applicants can review the [COPS Office Hate Crime Resources web page](#) for further ideas on strategies.

Underserved Populations

B. Law enforcement has a duty to serve and protect all community members equally. Based on individual community and neighborhood dynamics, an agency may need to adapt its approaches, especially when policing the most underserved populations. Underserved populations may include older adults, communities of color, persons experiencing homelessness, LGBTQ+ individuals, persons with disabilities (physical, mental, or intellectual or neurodivergent), undocumented immigrants, and persons in economically disadvantaged situations.

A. The COPS Office will provide funding to develop or enhance programs that meet the needs of these and other underserved populations. The application should identify the population(s) that will be the target audience for the project activities and how the agency determined that audience. Agencies are encouraged to partner with institutions of higher education, community groups, other criminal justice stakeholders, and the general public on project activities. Based on the target audience, applicants should review the strategies listed in the following reports and web pages for further ideas on strategies:

- [COPS Office Building Trust web page](#)
- [COPS Office Community Partnerships web page](#)
- [DOJ Elder Justice Initiative: Law Enforcement web page](#)
- [Engaging Police in Immigrant Communities](#)
- [Gender, Sexuality, and 21st Century Policing: Protecting the Rights of the LGBTQ+ Community](#)
- [Memorializing Transgender Day of Remembrance: A Report from the Interagency Working Group on Safety, Opportunity, and Inclusion for Transgender and Gender Diverse Individuals](#)
- [National Institute of Justice Vulnerable Populations web page](#)
- [Salt Lake City Police Department Homeless Outreach Service Team \(HOST\) Program Overview](#)
- [Strengthening the Relationship between Law Enforcement and Communities of Color: Developing an Agenda](#)

Building Trust and Legitimacy with the Community

Building trust and legitimacy is a foundational principle of building and maintaining relationships. Innovative and creative COPS Office resources help law enforcement engage community leaders, foster restorative justice, build lasting partnerships, and improve the health of our communities. The COPS Office will provide funding to law enforcement agencies seeking to develop or enhance programs that focus on building trust and legitimacy between law enforcement and the communities they serve. The COPS Office will give special consideration to projects that support underserved communities including projects focusing on youth.

Applicants may review practices recommended in publications such as the [Final Report of the President's Task Force on 21st Century Policing](#), [The President's Task Force on 21st Century Policing Implementation Guide: Moving from Recommendations to Action](#), and [The President's Task Force on 21st Century Policing: One-Year Progress Report](#) for ideas on strategies.

Projects Out of Scope

- Applicants that are not state, local, tribal, or territorial law enforcement agencies will not be considered.
- Projects to fund the salaries and benefits of new local law enforcement officers and deputies will not be considered. If you are seeking this type of funding, [please visit the COPS Office website](#) for updates on the COPS Hiring Program (CHP).
- Projects that exclusively seek to purchase technology, software or mobile applications, or equipment without offering broader training, programming, or services to support those tools will not be considered.
- Projects that budget the majority of their funding for generally unallowable costs such as vehicles, food, exercise and recreational equipment, and promotional items such as gifts and souvenirs as outlined in this solicitation will not be considered.

Requirements

The primary goal of these projects is to provide law enforcement agencies funding for demonstration or pilot projects that increase their capacity to implement innovative projects that engage the community on a broad range of public safety issues and increase engagement between law enforcement and the communities they serve. These projects should offer creative ideas to advance crime fighting, community engagement, problem solving, and organizational changes to support community policing.

The project description should also address the following:

- How will the proposed program activities will be used to increase engagement?
- Identify a list of activities and strategies and the intended service area and size of the program (e.g., one agency, more than one agency, one population group or multiple population groups).
- What is the subject matter expertise of the project leadership or partners?
- The applicant should clearly source each activity and strategy in the application questions.
- What will be the reported outcomes of the program activities?

Deliverables

The project deliverable(s) should be clearly identified and described in the application questions. The deliverable (s) should document the applicants' efforts, lessons learned, and promising practices that can be shared with the broader law enforcement field. These deliverables can be articles, conference presentations, webinars, brief reports or summaries, and other tools (videos, toolkits, podcasts, etc.) that benefit other law enforcement agencies.

These deliverables may be published (including development assistance, editing, design, and distribution) by the COPS Office at no expense to the award recipient (see [Camden County Police Department; Crime Analysis, Technical Assistance, and Consultation](#), [Salt Lake City Police Department Homeless Outreach Service Team \(HOST\) Program Overview](#), [Park Ridge's Success Story on Going Beyond Crisis Intervention Team Training: Building Whole-Community Responses to Mental Health](#), and [Mitakuye Oyasin \(We Are All Related\)](#) video for examples).

Successful applicants will have the opportunity to participate in a community of practice with other award recipients to promote the exchange of promising practices and help the COPS Office share ideas and lessons learned with the broader field.

Federal Award Information

Solicitation Categories

This solicitation does not include Solicitation Categories.

Awards, Amounts and Durations

Anticipated Number of Awards
28

✓ **Anticipated Maximum Dollar Amount of Awards**
\$175,000.00

✓ **Period of Performance Start Date**
9/1/22 12:00 AM

Period of Performance Duration (Months)
12

Anticipated Total Amount to be Awarded Under Solicitation
\$5,000,000.00

Federal Award Information

Depending on the quality of applications received and the availability of funding, the COPS Office may not fund every topic or subcategory or may make additional or larger awards under one or more topic area or subcategory. In addition, the COPS Office reserves the right to revise the scope of the project in your application submission and modify the associated budget proposal accordingly.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. With limited funding, the COPS Office expects a competitive solicitation.

Length of Award

The COPS Office expects to make the project period for all grants 12 months.

Type of Award

The COPS Office will make all awards in the form of a grant, which does not provide for substantial involvement between the federal awarding agency and the nonfederal entity in carrying out the activity contemplated by the federal award. Grant recipients will be responsible for day-to-day project management and may reach out to the COPS Office with assistance in implementing the award. However, grant recipients will need to work with the COPS Office program manager in situations stated in the terms and conditions, such as scope changes, extensions, or conference request approvals.

Cost sharing or match

There is no requirement for cost sharing or a local match for these awards.

Eligibility Information

This solicitation is open to all local, state, tribal, and territorial law enforcement agencies.

Application and Submission Information

This section describes in detail what an application must include. Failure to submit an application that contains all of the specified elements may negatively affect the review of its application; and, should a decision be made to make an award, such failure may result in the inclusion of award conditions that prevent the recipient from accessing or using award funds until the recipient satisfies the special conditions and the COPS Office makes the funds available. Applicants must comply with any word and field limit requirements described in this solicitation.

Moreover, applicants should anticipate that an application that the COPS Office determines does not address the scope of the solicitation or does not include the application elements that the COPS Office has designated to be

critical will neither proceed to peer review nor receive further consideration. For this solicitation, the COPS Office has designated the following application elements as mandatory:

- Proposal Abstract (must be brief high-level project description that summarizes the proposed project in 500 words or less)
- Application Questions (must respond to the application questions under the "Data Requested with Application" section. Please be advised there is a 250-word count limit for survey responses. (Note: review panels will not read any information past the 250-word count limit. Any information provided beyond the word limit will not be counted in your application.)
- Budget Narrative (must be submitted as an attachment in the "Budget/Financial Attachments" section)
- Budget Detail Worksheets (must use the web-based forms in "Budget and Associated Documentation" section)
- Timeline of project deliverables, milestones, activities and who will complete the activities. (must be submitted as an attachment in the "Additional Application Component" section)

It is strongly recommended that applicants register immediately on <https://www.grants.gov>. In addition applicants are strongly encouraged to complete the SF-424, section 1, and if applicable, the SF-LLL on Grants.gov as quickly as possible. Any delays in registering with Grants.gov or submitting the SF-424 may result in insufficient time for processing your application through Grants.gov or JustGrants. **Do not wait until the application deadline date to begin the application process. The application may take several days to complete, and if you wait until the application deadline date, you may be unable to submit your application by the deadline.** Applications must first be submitted through Grants.gov. Once the Grants.gov portion of the application is complete and processed, applicants will submit the full application via JustGrants. No other form of application will be accepted. Applications with errors or missing information may be disqualified or rated accordingly. Please note that the application system will not accept incomplete applications or applications with errors.

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the [Grants.gov Organization Applicant User Guide](#). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical support with the Justice Grants System (JustGrants) application, please contact the JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175. The JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at <https://justicegrants.usdoj.gov/training-resources>.

For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information under discretionary programs. Applicants must complete and submit the SF-424 via <https://www.grants.gov>.

Public reporting burden for this collection of information is estimated to average 60 minutes per response including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.

SUBMIT IT VIA GRANTS.GOV.

Intergovernmental Review: This solicitation ("funding opportunity") is subject to Executive Order 12372. Please see FY22 Reference Guide for Community Policing Advancement (CPA) Programs on the COPS ["How to Apply"](#) webpage for more details on this executive order and on the SF-424.

Standard Applicant Information (JustGrants 424 and General Agency Information)

Once the SF-424 has been submitted via Grants.gov, an email will be sent to the entity's E-Biz POC (also referred to as the JustGrants Entity Administrator) from DIAMD-NoReply@usdoj.gov. This email will contain registration instructions to create an account in DOJ's secure user management system – the Digital Identity and Access Management Directory (DIAMD) or instructions on how to complete the second part of the online application through the JustGrants website. Applicants must complete the entire application in JustGrants, which is pre-populated with the SF-424 data submitted in Grants.gov. Applicants are required to confirm the AOR and verify the legal name and address. Applicants are also required to provide the areas affected by the project by entering applicable zip codes. For statewide or nationwide projects, the applicant should enter "State" or "National" in this field.

For further assistance with accessing JustGrants, please visit the [JustGrants website](#). For further assistance with submitting an application in JustGrants, please visit the [JustGrants Training web page](#).

Proposal Abstract

Applicants are required to write and submit a proposal abstract, which should be a brief high-level project description that summarizes the proposed project in 500 words or less. Project abstracts should explain to the reader about the projects' purpose, scope, activities, and key partners, if applicable. An abstract should be coherent, concise, and able to stand alone as a summary of the project. You should write your project abstract for a general public audience without any personally identifiable or law enforcement sensitive information as this abstract, along with other federal award information, may be published on publicly available governmentwide websites. The abstract, which is to be entered into a text box in JustGrants, will not be scored but is used throughout the review process.

Data Requested with Application

Applicants will be required to respond to a series of survey questions. Please be advised there is a 250-word count limit for survey responses. (Note: review panels will not read any information past the 250-word count limit. Any information provided beyond the word limit will not be counted in your application.) Please refer to the following steps to help guide you through initiating, completing, modifying, and obtaining the status of solicitation surveys in the JustGrants system:

- To initiate a survey, please click on the survey title to open.
- When you have completed the survey, please click the "Finish" button on the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.

Please be advised: You may notice survey responses are not displayed properly in the survey response review screen. This is a known system bug, which is being corrected. Please be assured, your data is captured and saved in the JustGrants system.

- To go back to the initial list of surveys, go to the "Actions" menu at the top right corner of the screen and select "Close" to exit the survey review screen. The survey you just completed will still display an "Open" status.
- To confirm the completed status of your survey, go back to the "Actions" menu and select "Refresh". The status of your completed survey will change to "Resolved-Completed."
If you would like to verify the survey responses of a completed survey, you may click the survey title to

reopen the selected survey and view your saved responses.

- If you would like to **change and/or update** the survey responses of a completed survey, you may click the **"Re-open"** option to **update** your saved responses.

Remember, to **confirm the status** of a completed survey, you will need to click the **"Actions"** menu and **"Refresh"**.

PLEASE NOTE: A Proposal narrative is not required for this solicitation.

Applicants applying to this solicitation **ONLY** need to do the following:

- Submit a proposal abstract (to be entered into a text box within the Just Grants application) and respond to the application question
- Must respond to the application questions under the "Data Requested with Application" section
- Submit a budget narrative (must be submitted as an attachment in the "Budget/Financial Attachments" section)
- Submit budget detail worksheets (must use the web-based forms in "Budget and Associated Documentation" section)
- Submit a timeline of project milestones, activities (include who will complete activities) and deliverables (must be submitted as an attachment in the "Additional Application Component" section)

Applicants may also submit CVs/resumes and letters of support, but it is not mandatory.

Budget and Associated Documentation

Applicants must complete the web-based budget sheets in JustGrants and attach a separate budget narrative in the "Budget/Financial Attachments" section. The organization must create and attach a budget narrative that describes each item requested or group of similar items requested and links each item or group of items to the proposed project. All items will be reviewed on a case-by-case basis and in context of the allowable and unallowable costs lists. Budget narratives do not count toward the page limit of the project narrative.

Applicants must submit reasonable budgets based on the resources needed to implement their proposed projects. The budget should display a clear link between the specific project activities and the proposed budget items. It should not contain any items that are not detailed in the project narrative.

The separate budget narrative should thoroughly and clearly describe every category of expense listed in the budget detail worksheets contained in this application. The COPS Office expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities).

An applicant should demonstrate in its separate budget narrative how it will maximize cost effectiveness of award expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality. Consideration will be given to budget proposals that maximize the direct funding that supports project activities.

The budget narrative should be mathematically sound and correspond clearly with the information provided in the budget detail worksheets. The narrative should explain how the applicant estimated and calculated all costs and how those costs are necessary to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. The budget should describe costs and should cover the full project period of one year.

In some circumstances, the budget and budget narrative will be reviewed separately from the proposed project narrative. Therefore, it is very important that the budget narrative be as comprehensive as possible and describe in a narrative format each line item requested in the budget. The budget narrative should not be used to explain deliverables or project activities that are not included in the project narrative. Deliverables and activities that are solely listed in the budget narrative and not described in the project narrative (and vice versa) will be scored

negatively during the peer review process.

Budget requests may be made in the following categories:

- Sworn personnel (base salary and fringe benefits)
 - **This category is not applicable to this solicitation.** Salaries of sworn officer positions are not allowable under this solicitation, with the exception of overtime. All overtime requests should be in the "Other Costs" section.
- Civilian personnel (base salary and fringe benefits)
- Travel
- Equipment
- Supplies
- Sub-awards
- Procurement contracts
- Other costs
- Indirect costs

All items requested will be considered on a case-by-case basis during the budget review process. Items under the program must be purchased using the legislative guidelines established by the appropriations legislation that governs this funding. In addition, each item requested must programmatically link to the activities described in your application. To the extent permitted by law and to the greatest extent practicable under a federal award, recipients and subrecipients must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. See 2 C.F.R. § 200.322.

Applicants should submit scalable proposals where appropriate. Note that the COPS Office may reduce funding for selected proposals based on the number of awards selected. The COPS Office may revise the proposed scope and modify the associated budget proposal accordingly.

Each requested budget item must be allowable, necessary, allocable, and reasonable to the project activities.

Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the federal award. Requests for reimbursement of items purchased or expenses incurred prior to the award start date will not be funded. All such costs incurred prior to award and prior to approval of the costs are incurred at the sole risk of the applicant. NOTE: For awards made to states or units of local government (including law enforcement agencies), requests may be made only for items or positions that are not otherwise budgeted with state, local, or Bureau of Indian Affairs (BIA) funds and would not be funded in the absence of this COPS Office award (see award condition IV, "Nonsupplanting requirement").

For-profit organizations (as well as other recipients) must forgo any profit or management fee.

Each of the categories that follows includes definitions as well as information on frequent requests as well as typically allowable and unallowable costs. The unallowable lists are not exhaustive and are generally considered unallowable for the entire solicitation, irrespective of where the applicant adds the requested item in the budget. The COPS Office reserves the right to deny funding for any items that may not be included in this solicitation.

The COPS Office is providing a template for the budget narrative that can be used as a voluntary tool to assist your organization in developing this required document. You will be able to access the template (Microsoft Word document) in the FY22 Reference Guide for Community Policing Advancement (CPA) Programs located at [How to Apply](#) web page. Note that instructions in the template are provided in italics. If you choose to use this template, please make sure to delete the instructions before submitting so that they do not factor in your page count. In addition, the COPS Office is providing an example budget narrative, which can also be found in the FY22 Reference Guide for Community Policing Advancement (CPA) Programs.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as "[Applicant]. Budget Narrative."

Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats.

Budget Worksheet and Budget Narrative (Web-based Form)

Sworn personnel (base salary and fringe benefits)

Salaries of sworn officer positions are not allowable under this solicitation, with the exception of overtime. All overtime requests should be in the "Other Costs" section.

Civilian personnel (base salary and fringe benefits)

Base salary

Salaries of personnel are costs based on the percentage of time spent (full time equivalent [FTE]) working directly on the project. The total salary percentage should be comparable and consistent with organizational policy. The total amount paid is comparable to industry standards and the type of work being performed.

A recipient may not use federal funds to pay total cash compensation to any employee of the recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the Federal Government's Senior Executive Service (SES) at an organization with a Certified SES Performance Appraisal System for that year. The 2021 salary table for SES employees is available at the Office of Personnel Management website: <https://www.opm.gov/policy-data-oversight/senior-executive-service/compensation>. Note: A recipient may compensate an employee at a greater rate, provided the amount in excess of this compensation limitation is paid with nonfederal funds. (Nonfederal funds used for any such additional compensation will not be considered matching funds.) If only a portion of an employee's time is charged to a COPS Office award, the maximum allowable compensation is equal to the percentage of time worked times the maximum salary limitation.

Typically, unallowable civilian personnel costs include, but are not limited to, the following (Note: these are typically unallowable no matter which category they are placed under):

- If your organization charges an indirect cost, those costs normally include the following positions and therefore these positions should not be charged as personnel costs to avoid possible duplication:
 - Administration (e.g., director or program head)
 - Clerical (e.g., secretary or administrative assistant)
 - Accounting (e.g., controller or bookkeeper)
 - Procurement (e.g., purchasing director or stockroom clerk)
 - Housekeeping and maintenance (e.g., custodial and janitorial, repairman, or grounds keeper)

NOTE: These positions can be charged directly if the individual is working a significant amount of time on the project. This will be approved on a case-by-case basis and your narrative should significantly articulate the need to charge these directly if applicable.

- For awards made to states or units of local government (including law enforcement agencies), salaries and benefits for positions (including exempt employees) that are already budgeted with state, local, or Bureau of Indian Affairs (BIA) funds and would be funded in the absence of this COPS Office award are also not allowed.
- Salaries and benefits of personnel that do not work directly on the project.
- Salaries and benefits for contract or consultant personnel (these should be placed under "Sub-awards" or "Procurement Contracts", as applicable).

Completing civilian base salary

If you are not requesting any civilian base salary, move to the next section. For each civilian personnel request, applicants must complete the web-based form. If the individual will be working more than one year on the project, applicants will have the option to copy a year.

The "additional narrative" section should be used to describe the employee's roles, responsibilities, and activities

related to the work to be completed on the project. If the salary increases from one budget year to another because of cost of living increases, be sure to detail these increases in the budget description.

Additional documentation that may need to be uploaded in the "Budget/Financial Attachments" section includes the following:

- Job description
- Organizational pay scales or written annual salary per position
- Résumés/vitae

Fringe benefits

Fringe benefits are allowances and services provided by the organization to its employees as compensation in addition to regular salary. Fringe benefits should be based on actual known costs or an established formula. Typical fringe benefits include the following:

- Federal Insurance Contributions Act (FICA) taxes—includes Social Security and Medicare and cannot exceed 7.65 percent (6.2 and 1.45 percent respectively)
- Health insurance—individual or family
- Life insurance
- Vacation
- Sick leave
- Retirement
- State unemployment compensation insurance
- Federal unemployment tax
- Worker's Compensation insurance
- Other fringe benefits may include holidays, military leave, bereavement leave, sabbatical leave, severance pay, jury duty, state disability insurance, pension plan, 401(k) plan

Typically unallowable fringe benefit costs include, but are not limited to, the following (Note: these are typically unallowable no matter which category they are placed under):

- Bonuses or commissions
- If your indirect cost rate agreement includes fringe benefits, you may not charge these costs directly to the project

Completing fringe benefits

If you are not requesting any civilian base salary, move to the next section. Applicants will need to provide the appropriate percentage for each fringe benefit that the individual is allocated per the employee benefits. Note, the system will not allow more than 6.2% for Social Security and 1.45% for Medicare.

Additional documentation that may need to be uploaded in the "Budget/Financial Attachments" section includes the following:

- Written organization policies regarding fringe benefits
- Organizational fringe rate agreement

Travel

Travel costs include the costs of transportation, lodging, meals, temporary dependent care, and incidental expenses incurred by personnel while on official business, such as attendance at an award-related meeting or conference when travel is further than 50 miles from program location. Travel and subsistence estimates are based on the contemplated number of trips, places to be visited, length of stay, transportation costs, subsistence allowances, and the recipient's own travel policies. For additional guidance, please see the Uniform Guidance 2 C.F.R. § 200.475.

When charging travel costs to federal awards, award recipients must indicate the source of travel policies applied

(applicant or federal travel regulations). If a recipient does not have a written travel policy, it must adhere to the Federal Travel Regulations (FTR). For information on the FTR and U.S. Government General Service Administration (GSA) per diem rates by geographic area, please visit <https://www.gsa.gov/travel/plan-book/per-diem-rates>. For all applicants (with or without a written travel policy), airfare travel costs must be one of the following: the lowest discount commercial airfare, standard coach airfare, or the Federal Government contract airfare (if authorized and available).

Temporary dependent care costs above and beyond regular dependent care that directly results from conference travels are allowable as long as the costs incurred (1) are a direct result of the individual's travel for the federal award; (2) are consistent with the recipient's documented travel policy for all entity travel; and (3) are only temporary during the travel period.

The only individuals traveling who should be charged in this section are those listed in "Civilian personnel." All other individuals traveling for the project, including participant and consultant travel, should be listed under "Sub-awards" or "Procurement Contracts." This section should also include any training costs for the primary applicant, all other training costs should be listed under "Sub-Awards," "Procurement Contracts," or "Other Costs" as appropriate.

Typically unallowable travel costs include, but are not limited to, the following (Note: these are typically unallowable no matter which category they are placed under):

- Bar charges/alcoholic beverages
- Commuting costs to include to and from program location
- Costs exceeding Federal Travel Regulations if no other organizational written policy is supplied that supersedes these established rates
- Credit card fees
- Entertainment, including amusement, diversion, social activities, and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities)
- Food and beverages at conferences, meetings, or trainings your organization is hosting
- Foreign travel
- GPS and Easy Pass rentals (when renting a car)
- Laundry services while on travel
- Local travel costs (lodging, meals, per diem, or transportation costs) within a 50-mile radius of the project location
- Mileage reimbursement, rental cars, parking fees, and/or taxi fare for local travel within a 50-mile radius of the project location
- Paying for meals other than your own
- Tips/gratuity

Completing Travel

If you are not requesting any travel, training, or conferences, move to the next section. For each travel request, applicants must complete the web-based form. Each trip should be entered as an individual entry rather than a group of trips.

The "additional narrative" section should be used to describe the purpose of the trip, proposed destination, trip duration by day/night, and list of individuals traveling as well as a detailed cost breakdown for each travel category (lodging, per diem, etc.). The cost breakdown should include

- mode of transportation and proposed fare per trip (airfare, train, etc.) broken down by day;
- mileage allowances if private vehicle will be used;
- per diem rates for the destination per day (including full per diem and travel day per diem);
- lodging costs per night;
- transportation fees per day;
- parking fees per day.

Additional documentation that may need to be uploaded in the "Budget/Financial Attachments" section includes

the following:

- Organizational travel policy

Equipment

Necessary equipment must be specifically purchased to implement or enhance the proposed project. Equipment is tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds \$5,000. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in "Procurement Contracts."

Typically unallowable equipment/technology costs include, but are not limited to, the following (Note: these are typically unallowable no matter which category they are placed under):

- 3D printers and associated equipment
- Ammunition (live and training)
- Bayonets
- Bikes and associated equipment
- Biometric technology
- Body armor
- Body-worn cameras
- Bomb detection technology
- Bulletproof vests and accessories
- Buses/shuttles/transit vans (purchasing or leasing)
- Camouflage uniforms
- Closed-circuit televisions (CCTV)
- Communication boxes
- Computer aided dispatch (CAD) systems/records management systems (RMS)
- Copiers
- Criminal intelligence systems
- Electronic control weapons (ECW)/Tasers
- Explosives
- Firearm investigation equipment
- Firearms (including training firearms)
- Fitness equipment (including yoga equipment)
- General law enforcement vehicles (including patrol cars and leased vehicles)
- Golf carts/motorized personal vehicles
- GPS devices
- Grenade launchers
- Gunshot detection equipment and technology
- Handcuffs, weapons, and ammunition (including training ammunition)
- Laser spectroscopy devices
- License plate readers (LPR) and associated software
- Manned aircraft
- Metal detectors
- Mobile data terminals (MDT)
- Non-motorized vehicles
- Radios
- Recreation equipment (including tents and coolers)
- Robotic cameras
- Servers
- Shared items between projects—if equipment is to be used for concurrent projects, this should be captured in your indirect costs. If your organization does not have an indirect cost rate agreement, this may be proportionally charged as direct with prior approval.
- Simulators/augmented reality programs
- Surveillance equipment

- Tactical gear
- Thermal imaging devices
- Tracked (armored) vehicles
- Traffic equipment (such as cones, message boards)
- Trailers
- Unmanned aerial vehicles (drones)
- Video surveillance (including security systems)
- Weaponized aircraft, vessels, and vehicles of any kind

Completing Equipment

If you are not requesting any equipment or technology, move to the next section. For each equipment request, applicants must complete the web-based form.

The "additional narrative" section should be used to describe the type of equipment with a description and justification explaining why the equipment is necessary for the success of the project. The description should provide any additional calculations that make up the base cost and the justification should explain that this equipment is not available or accessible to project personnel without specifically purchasing through this award.

Additional documentation that may need to be uploaded in the "Budget/Financial Attachments" section includes the following:

- Narrative of the procurement method
- Sole Source Justification (see the Sole Source Justification fact sheet for further guidance)

Supplies

Supplies means all tangible personal property other than those items described under "Equipment." Supplies costs consist of those incurred for purchased goods and fabricated parts directly related to an award proposal. Supplies differ from equipment in that they are consumable, expendable, and of a relatively low unit cost, defined as less than \$5,000 per unit. Such costs may include paper, printer ink, pens, pencils, laptops, etc. A computing device is a supply if the acquisition cost is less than \$5,000, regardless of the length of its useful life.

For broad category requests (such as "office supplies"), explanation for project amounts should be provided with calculations. Broad grouping of items under supplies will be limited to \$50 per month; otherwise items must be individually captured and justified in the budget request.

For any training awards, the COPS Office allows the purchase of flash drives or USB devices to distribute training materials with approval prior to purchasing.

Typically unallowable supply costs include, but are not limited to, the following (Note: these are typically unallowable no matter which category they are placed under):

- Body metric equipment such as blood pressure monitors and FitBits
- Conference exhibit displays such as backdrops and retractable banners
- Conference or event swag, including t-shirts, bags, or mugs
- COVID-19 test kits
- Entertainment, including amusement, diversion, social activities, and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities)
- Extracurricular expenses for youth programs, including t-shirts, meal plans, giveaways, swag bags, and games
- Fitness and yoga supplies
- Floor and wall mats/pads
- Narcan
- Promotional items and memorabilia, including challenge coins, pins, models, gifts, and souvenirs
- Recreational supplies (such as Frisbees)

Shared items between projects—if supplies are to be used for concurrent projects, then this should be captured in your indirect charges or you should only charge the percentage allocated to this project (for

example, if a laptop is being purchased for a research assistant who works 40 percent of their time on this project, then only charge 40 percent of the laptop cost to this project)

- Trophies, medals, certificates, and other awards

Completing Supplies

If you are not requesting any supplies, move to the next section. For each supply request, applicants must complete the web-based form. The cost should be broken down to the lowest form; therefore, if you are requesting \$30 per month for office supplies, the calculation should be 12 x \$30 and not 1 x \$360.

The "additional narrative" section should be used to describe and justify why the supplies are necessary for the success of the project. Provide any additional calculations that make up the base cost.

Sub-awards

The applicant should distinguish clearly between sub-awards and procurement contracts in allocating any funds to other entities. Pursuant to 2 C.F.R. § 200.1, a sub-award is for the purpose of carrying out a portion of the federal award, and a contract is for the purpose of obtaining goods and services for the recipient's own use. The substance of the relationship is more important than the form of the agreement in determining whether the recipient of the pass-through funds is a subrecipient or a contractor. Keep in mind that the awarding and monitoring of contracts must follow documented procurement procedures, including full and open competition, pursuant to the procurement standards in 2 C.F.R. §§ 200.318- 200.327, and the issuance of sub-awards must meet the requirements of 2 C.F.R. § 200.332.

Any recipient of an award will be responsible for monitoring sub-awards and contracts in accordance with all applicable statutes, regulations, and guidelines. Primary recipients will be responsible for oversight of subrecipient/partner spending and monitoring specific performance measures and outcomes attributable to the use of COPS Office funds.

Consultant expenses include the procurement of goods or services that directly contribute to the implementation or enhancement of the project. The use of a consultant should be more economical than direct employment. Compensation for individual consultant services procured under a COPS Office award must be reasonable and allocable in accordance with Office of Management and Budget (OMB) cost principles, and consistent with that paid for similar services in the marketplace. The services should be commensurate with the rate or salary paid by the primary employer.

Unless otherwise approved by the COPS Office, independent consultant rates will be approved based on the salary a consultant receives from his or her primary employer, as applicable, up to \$650 per day (or \$81.25 per hour). Please note that this does not mean that the rate can or should be as high as \$650 for all consultants. If individuals receive fringe benefits from their primary employer, such fringe benefit costs should not be included in the calculation of consultant rates. A consultant rate justification will need to be submitted for review and approval to the COPS Office for any consultants paid more than \$650 per day prior to incurring any costs. Determinations of approval will be made on a case-by-case basis.

Consultant travel costs follow the same guidelines as "Travel" but should be costs associated with consultant travel. These costs should not be reflected in the "Civilian Personnel" or "Travel" categories.

All sole source procurements of goods and services (those not awarded competitively) in excess of \$250,000 require prior approval from the COPS Office.

All other consultant-related expenses should be included in this section such as supply and equipment requests. The same guidelines as previously stated in the above sections will apply.

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services, where appropriate. For additional information, see the "Civil Rights Compliance."

Typically unallowable sub-awards include, but are not limited to, the following (Note: these are typically unallowable no matter which category they are placed under):

- Bar charges/alcoholic beverages
- Compensation of federal employees—this category of unallowable costs includes salary payments, consulting fees, or other compensation to full-time federal employees.
- Conference exhibit displays such as backdrops and retractable banners
- Conference or event swag, including t-shirts, bags, or mugs
- Construction costs
- Costs exceeding Federal Travel Regulations if no other organizational written policy is supplied that supersedes these established rates
- Credit card fees
- Dietician/nutritionist
- Entertainment, including amusement, diversion, social activities, and any associated costs (e.g., tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities)
- Food and beverages at conferences, meetings, or trainings your organization is hosting
- Foreign travel
- GPS and Easy Pass rentals (when renting a car)
- Honoraria when the primary intent is to confer distinction on or to symbolize respect, esteem, or admiration for the recipient of the honorarium (a payment for services rendered, such as speaker's fee under an award, is allowable)
- Laundry services while on travel
- Local travel costs (lodging, meals, per diem, or transportation costs) within a 50-mile radius of the project location
- Maintenance and/or service contracts that extend the life of the award period (multiyear contracts and extended warranties are allowable but must be paid in full within the initial award period and must not exceed the award period)
- Martial arts training
- Mileage reimbursement, rental cars, parking fees, and/or taxi fare for local travel within a 50-mile radius of the project location
- Narcan
- Paying for meals other than your own
- Promotional items and memorabilia, including challenge coins, pins, models, gifts, and souvenirs
- Shared items between projects—if supplies are to be used for concurrent projects, then this should be captured in your indirect charges or you should only charge the percentage allocated to this project (for example, if a laptop is being purchased for a research assistant who works 40 percent of their time on this project, then only charge 40 percent of the laptop cost to this project)
- Tips/gratuities

Completing Sub-awards

If you are not requesting any sub-award costs, move to the next section. For each sub-award request, applicants must complete the web-based form.

The "additional narrative" section should be used to describe and justify the product or services to be procured by sub-award including the nature and scope of goods purchased, price proposals, and length of contract. Sub-award travel requests should follow the same guidance as the "travel" section. Provide any additional calculations that make up the base cost.

Additional documentation that may need to be uploaded in the "Budget/Financial Attachments" section includes the following:

- Consultant Rate Justification (see the [Consultant Rate Justification fact sheet](#) for further guidance)
- Consultant résumés/vitae
- Organizational travel policy
- Sole Source Justification (see the [Sole Source Justification fact sheet](#) for further guidance)

Procurement Contracts

The applicant should distinguish clearly between sub-awards and procurement contracts in allocating any funds to other entities. Contracts include goods or services that directly contribute to the implementation or enhancement of the project. The applicant should distinguish clearly between sub-awards and procurement contracts in allocating any funds to other entities. The substance of the relationship is more important than the form of the agreement in determining whether the recipient of the pass-through funds is a subrecipient or a contractor. Keep in mind that the awarding and monitoring of contracts must follow documented procurement procedures, including full and open competition, pursuant to the procurement standards in 2 C.F.R. §§ 200.317–200.326, and the issuance of sub-awards must meet the requirements of 2 C.F.R. § 200.331.

Consultant expenses include the procurement of goods or services that directly contribute to the implementation or enhancement of the project. The use of a consultant should be more economical than direct employment. Compensation for individual consultant services procured under a COPS Office award must be reasonable and allocable in accordance with Office of Management and Budget (OMB) cost principles, and consistent with that paid for similar services in the marketplace. The services should be commensurate with the rate or salary paid by the primary employer.

Unless otherwise approved by the COPS Office, independent consultant rates will be approved based on the salary a consultant receives from his or her primary employer, as applicable, up to \$650 per day (or \$81.25 per hour). Please note that this does not mean that the rate can or should be as high as \$650 for all consultants. If individuals receive fringe benefits from their primary employer, such fringe benefit costs should not be included in the calculation of consultant rates. A consultant rate justification will need to be submitted for review and approval to the COPS Office for any consultants paid more than \$650 per day prior to incurring any costs. Determinations of approval will be made on a case-by-case basis.

Consultant travel costs follow the same guidelines as "Travel" but should be costs associated with consultant travel. These costs should not be reflected in the "Civilian personnel" or "Travel" categories.

All sole source procurements of goods and services (those not awarded competitively) in excess of \$250,000 require prior approval from the COPS Office.

All other consultant-related expenses should be included in this section such as supply and equipment requests. The same guidelines as previously stated in the above sections will apply.

Typically unallowable procurement contracts include, but are not limited to, the following (Note: these are typically unallowable no matter which category they are placed under):

- Conference exhibit displays such as backdrops and retractable banners
- Conference or event swag, including t-shirts, bags, or mugs
- Construction costs
- Criminal intelligence systems
- Dietician/nutritionist
- Entertainment, including amusement, diversion, social activities, and any associated costs (e.g., tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities)
- Food and beverages at conferences, meetings, or trainings your organization is hosting
- Martial arts training
- Maintenance and/or service contracts that extend the life of the award period (multiyear contracts and extended warranties are allowable but must be paid in full within the initial award period and must not exceed the award period)
- Promotional items and memorabilia, including challenge coins, pins, models, gifts, and souvenirs
- Servers
- Shared items between projects—if supplies are to be used for concurrent projects, then this should be captured in your indirect charges or you should only charge the percentage allocated to this project (for example, if a laptop is being purchased for a research assistant who works 40 percent of their time on this project, then only charge 40 percent of the laptop cost to this project)

Completing Procurement contracts

If you are not requesting any procurement contract costs move to the next section. For each procurement contract request, applicants must complete the web-based form.

The "additional narrative" section should be used to describe and justify the product or services to be procured by sub-award including the nature and scope of goods purchased, price proposals, and length of contract. Procurement contract travel requests should follow the same guidance as the "travel" section. Provide any additional calculations that make up the base cost.

Additional documentation that may need to be uploaded in the "Budget/Financial Attachments" section includes the following:

- Consultant Rate Justification (see the Consultant Rate Justification fact sheet for further guidance)
- Consultant résumés/vitae
- Organizational travel policy
- Sole Source Justification (see the Sole Source Justification fact sheet for further guidance)

Other costs

Items not included in the previous categories but that have a direct correlation to the overall success of a recipient's project objectives and are necessary for the project to reach full implementation will be considered on a case-by-case basis by the COPS Office. Requests that may fall under the "other" category include officer overtime, rent (see next paragraph for more details), software purchases, accreditation fees, or van rentals.

Rental costs are generally allowable under this solicitation when the costs are not included in indirect costs. Applicants should list square footage cost in the budget. The amount must be based on the space that will be allocated to implement the COPS Office project, not the costs of the entire rental space. Rental costs are not allowable for property owned by the applicant or if the applicant has a financial interest in the property. In this case only the costs of ownership, including maintenance costs, insurance, depreciation, utilities, etc., are allowable costs. The applicant must indicate in the budget narrative whether or not they own the space that will be rented.

For applicants that anticipate using COPS Office funds to cover only a portion of a particular service they provide, the budget should prorate operational costs like rent and phone service accordingly.

Typically unallowable other costs include, but are not limited to, the following (Note: these are typically unallowable no matter which category they are placed under):

- Advertising and public relations designed solely to promote the recipient
- Body metric equipment such as blood pressure monitors and FitBits
- Conference or event swag, including t-shirts, bags, or mugs
- Construction costs
- Corporate formation (startup costs)
- Costs for audits not required or performed in accordance with the Office of Management and Budget (OMB) Circular A-133 or 2 C.F.R. Part 200 Subpart F – Audit Requirement are unallowable. If the applicant organization did not meet the applicable expenditure threshold during the organization's fiscal year, the cost of any audit performed may not be charged to the award.
- Costs incurred for intramural activities, student publications, student clubs, and other student activities
- Criminal intelligence systems
- Entertainment, including amusement, diversion, social activities, and any associated costs (e.g., tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities)
- Extracurricular expenses for youth programs, including t-shirts, meal plans, giveaways, swag bags, and games
- Fuel for general patrol vehicles
- Gym memberships and subscriptions
- Health screenings
- Land acquisition including renting, leasing, or construction of buildings or other physical facilities
- Live animals (including dogs and horses) including associated supplies, food, transportation, and veterinary

expenses

- Maintenance of vehicles and enhancements (such as mounts)
- Messages
- Membership fees to organizations whose primary activity is lobbying
- Office furniture and equipment
- Office rental/lease space, except for costs proportionate to work conducted under this solicitation (if included within an indirect cost rate negotiated agreement)
- Personal protective equipment or gear
- Promotional items and memorabilia, including challenge coins, pins, models, gifts, and souvenirs
- Psychological screenings
- Publishing services—the COPS Office provides editing, graphic design, and printing services for deliverables and other project materials; therefore, these costs cannot be directly charged unless approved on a case-by-case basis.
- Scholarships, fellowships, and other programs for student aid (exceptions are for institutions for higher education)
- Servers
- Trophies, medals, certificates, and other awards
- Uniforms (including helmets, boots)

Completing Other Costs

If you are not requesting any other costs, move to the next section. For each request, applicants must complete the web-based form. The cost should be broken down to the lowest form.

The "additional narrative" section should be used to describe and justify why the item is necessary for the success of the project. Provide any additional calculations that make up the base cost.

Indirect costs

Overview of indirect costs

Indirect costs means those costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to a particular project but necessary to the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for facility operation and maintenance, depreciation, and administrative salaries.

If a cognizant federal agency has approved your negotiated indirect cost rate, the negotiated rate must be accepted by all federal awarding agencies, unless otherwise capped by federal statute or regulation.

Indirect cost rates may vary depending on your cognizant federal agency determinations. In some cases, project budgets may include more than one rate, particularly when offsite activity is conducted at a location other than the organization's premises. Note: Ensure the indirect calculation is in accordance with your organization's indirect cost rate agreement.

Expired indirect cost rate agreement

If your indirect cost rate agreement has expired, you should either renegotiate the rate or request a one-time extension from your cognizant agency. The negotiated cost rate may be extended for up to four years. Once the cognizant federal agency has approved your extension, you must abide by the rate for the agreed-upon time period. No further negotiations regarding indirect cost rates may occur until the extension has expired. At the end of the extension period, you must then negotiate a new indirect cost rate.

De minimis indirect cost rate

If you do not have a current negotiated or provisional indirect cost rate, except for those nonfederal entities described in 2 C.F.R. Part 200, Appendix VII to Part 200, paragraph D.1.b., you may elect to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) which may be used indefinitely. When using this method, cost must be consistently charged as either indirect or direct costs but may not be double charged or

Inconsistently charged as both. Also, if this method is chosen, then it must be used consistently for all federal awards until such time as you choose to negotiate an indirect cost rate (which may be done at any time). No documentation is required to justify the 10 percent de minimis indirect cost rate. See 2 C.F.R. § 200.414(f).

If you elect to negotiate an indirect cost rate with your cognizant federal agency, a special condition will be added to the award prohibiting the obligation, expenditure, or drawdown of funds reimbursement for indirect costs until an indirect cost rate has been approved by your cognizant federal agency, and the appropriate notification has been made retiring the special condition.

For assistance with identifying the appropriate cognizant federal agency for indirect costs, please contact the OCFO Customer Service Center at 800-458-0786 or at ask.ocfo@usdoj.gov. If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at <https://www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf>.

Exception: If you are a unit of local government in which the Office of Management and Budget (OMB) has not assigned a cognizant federal agency, then you are not required to submit your indirect cost proposal, unless the awarding agency requires a copy of the proposal. Please see the appropriate appendix section in 2 C.F.R. Part 200 as listed above.

Approval of indirect cost rates for subrecipients

As the direct recipient, you are responsible for approving indirect cost rates for your subrecipients if funded. Such rates must be consistent with the requirements of 2 C.F.R. Part 200. The COPS Office will not approve indirect cost rates beyond the direct recipient level; however, subrecipients who are also direct recipients of federal awards may already have a federally approved indirect cost rate. If your subrecipient has negotiated an indirect cost rate with the Federal Government, then that rate applies.

The subrecipient rates should not be included in this section, but rather under the "Sub-awards" or "Procurement Contracts" sections.

Calculating direct cost base

The following direct cost bases may be used as a distribution base:

- **Modified total direct cost (MTDC)**—This base includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency.
- **Direct salaries and wages**—This base includes only the costs of direct salaries and wages incurred by the organization.
- **Direct salaries and wages plus fringe benefits**—This base includes the costs of direct salary, wages and fringe benefits incurred by the organization.

Exclusions in direct cost bases

Applicants should pay particular attention to the two areas listed below to ensure that their indirect cost rate application is in compliance with the existing requirements of the government-wide award rules set out in the Office of Management and Budget (OMB) circular and regulations:

- **\$25,000 Subcontract/Subaward limitation.** For institutions of higher education and nonprofit organizations, indirect cost rates negotiated on the basis of modified total direct costs may only be applied against the first \$25,000 of any subcontract or subaward under the agreement. This limitation must be applied to all conference related subcontracts and subawards, including those with hotels and travel agents. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.400 et seq.)

- **Participant support costs.** For nonprofit organizations, in accordance with 2 C.F.R. part 200, Appendix IV to 2 Part 200, paragraph B.2.c.—Indirect (F&A) Costs Identification and Assignment and Rate Determination for Nonprofit Organizations: “The distribution base may be total direct costs (excluding capital expenditures and other distorting items, such as [contracts or] subawards for \$25,000 or more), direct salaries and wages, or other base which results in an equitable distribution. The distribution base must exclude participant support costs as defined in § 200.1. Participant support costs.”

Please note that only employees of the nonprofit organization are excluded from the definition of participant support costs. Costs related to contractors of the nonprofit organization who are acting in the capacity of a conference trainer/instructor/presenter/facilitator are considered participant support costs. For more information on allowable costs for conferences and training, please visit https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.

If you need additional information on an indirect cost rate negotiated agreement, go to the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/doj/index.htm>.

Completing Indirect Costs

If you are not requesting any indirect costs, move to the next section. Ensure that each type of indirect cost rate (provisional, final, predetermined, fixed, etc.) is identified. For institutions of higher education and other institutions where multiple indirect rates are applied, please enter each indirect rate as a separate line item with calculation breakdown and description for which each rate applies.

The “additional narrative” section should be used to describe the breakdown of the calculation as well as provide any additional calculations that make up the base cost. Include the expiration date and the cognizant agency name.

Additional documentation that may need to be uploaded in the “Budget/Financial Attachments” section includes the following:

- **Current, signed, federally approved indirect cost rate negotiated agreement**
 - If your organization does not have a provisional or current indirect cost rate negotiated agreement or it is expired and under review, the applicant must submit supporting documents to show the applicant’s cognizant federal agency is reviewing the request. The COPS Office may disallow or freeze access to indirect funds until a provisional or current indirect cost rate negotiated agreement is provided.

Consolidated Category Summary

You will be able to review the category totals and the total project costs under this section. To make any changes to a particular category, please use the navigation on the right of the screen.

Non-competitive Justification

As applicable, applicants will attach the noncompetitive justification (or sole source justification). Additional guidance can be found in the [Sole Source Justification fact sheet](#).

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Sole Source.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.

Indirect Cost Rate Agreement (if applicable)

As applicable, applicants will attach the indirect cost rate agreement. Additional guidance can be found in the

Indirect Cost Rate Agreement fact sheet.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Sole Source.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Consultant Rate

As applicable, applicants will attach the consultant rate justification. Additional guidance can be found in the Consultant Rate Justification fact sheet.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Sole Source.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Budget Narrative

Applicants must attach a separate budget narrative. The organization must create and attach a budget narrative that describes each item requested or group of similar items requested and links each item or group of items to the proposed project. All items will be reviewed on a case-by-case basis and in context of the allowable and unallowable costs lists.

Applicants must submit reasonable budgets based on the resources needed to implement their proposed projects. The budget should display a clear link between the specific project activities and the proposed budget items. It should not contain any items that are not detailed in the applicant’s response to the application survey questions.

The separate budget narrative should thoroughly and clearly describe every category of expense listed in the budget detail worksheets contained in this application. The COPS Office expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities).

An applicant should demonstrate in its separate budget narrative how it will maximize cost effectiveness of award expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality. Consideration will be given to budget proposals that maximize the direct funding that supports project activities.

The budget narrative should be mathematically sound and correspond clearly with the information provided in the budget detail worksheets. The narrative should explain how the applicant estimated and calculated all costs and how those costs are necessary to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. The budget should describe costs by year and should cover the full project period of one year.

In some circumstances, the budget and budget narrative will be reviewed separately from the applicant’s response to the application survey questions. Therefore, it is very important that the budget narrative be as comprehensive as possible and describe in a narrative format each line item requested in the budget. The budget

narrative should not be used to explain deliverables or project activities that are not included in the applicant's response to the application survey questions. Deliverables and activities that are solely listed in the budget narrative and not described in the applicant's response to the application survey questions (and vice versa) will be scored negatively during the peer review process.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as "[Applicant]. Sole Source." Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.

Memoranda of Understanding (MOUs) and Other Supportive Documents

As applicable, applicants will attach the any memoranda of understanding or partner agreements in this section.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as "[Applicant].MOU." Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.

Additional Application Components

As applicable, applicants will attach the following additional application attachments in this section:

- Timeline of project deliverables, milestones, activities and who will complete the activities
- Letters of Support

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as "[Applicant].Resume." Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.

Curriculum Vitae or Resumes

As applicable, applicants will attach the Curriculum Vitae or résumés for up to three key project staff detailing work and educational history and highlighting any experience that is relevant to their ability to successfully carry out the proposed project).

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as "[Applicant].Resume." Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.

Letters of Support

As applicable, applicants will attach letters of support.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant

organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Resume.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Timeline

Applicants must attach a separate timeline of project deliverables, which are mapped to the goals and objectives of the proposed initiative, and include milestones, activities and who will complete the activities. The timeline attachment should be uploaded in the "Additional Application Components" section of this application. If awarded funding, the information provided in the timeline attachment will be used in performance reporting and recipients will have to provide a status on the goals, objectives, deliverables, timeline. The COPS Office encourages applicants to review and link their goals and objectives to the solicitation goals and requirements.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant]. Resume.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Disclosures and Assurances

Declaration and Certification to DOJ as to Application Submission

Applicants must read and acknowledge the statements in this section.

Review and certifications

Federal Civil Rights and Award Review

Please be advised that an application may not be funded and, if awarded, a hold may be placed on the award if it is deemed that the applicant is not in compliance with federal civil rights laws, and/or is not cooperating with an ongoing federal civil rights investigation, and/or is not cooperating with a U.S. Department of Justice award review or audit.

Certification of Review and Representation of Compliance with Requirements

By submitting your application, your organization represent to the COPS Office that:

1. the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Office Solicitation Guide; DOJ Grants Financial Guide; the COPS Office award owner’s manual; Assurances; Certifications; and all other applicable program regulations, laws, orders, and circulars
2. the applicant understands that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source and
3. the applicant and any required or identified official partner(s) listed in this application mutually agreed to this partnership prior to submission.

Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at

the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. § 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

If this applies to your organization, you are required to complete the disclosure form via grants.gov. If you need to submit additional forms, please submit them as attachments to your application online in the "Additional Application Components" Section.

Please see the FY22 Reference Guide for Community Policing Advancement (CPA) programs under the COPS Office "[How to Apply](#)" webpage for a blank SF-LLL, Disclosure of Lobbying Activities form.

The filing of a SF-LLL form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Please see the FY22 Reference Guide for Community Policing Advancement (CPA) programs under the COPS Office "[How to Apply](#)" webpage for a copy of the SF-LLL with instructions for completing this form.

An explanation when the applicant is unable to certify to certain statements in the "Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing" form (if applicable)—When the applicant is unable to certify to specific statements identified in this Certifications form, the applicant must attach an explanation. The applicant is still required to sign the Certifications form to certify to all the other applicable statements. Please see the FY22 Reference Guide for Community Policing Advancement (CPA) programs under the COPS Office "[How to Apply](#)" webpage for a copy of this Certifications form.

DOJ Certified Standard Assurances

Applicants to COPS Office programs are required to sign and acknowledge the standard Assurances form in JustGrants. Signing this document assures the COPS Office that you have read and understood and that you accept the award terms and conditions as outlined in the Assurances.

Please read this document carefully, as signatures on this document is treated as material representation of fact upon which reliance will be placed when the U.S. Department of Justice determines to award the covered award. See "Terms and Conditions," and full assurances and certifications, which can all be found in the FY22 Reference Guide for Community Policing Advancement (CPA) programs under the COPS Office "[How to Apply](#)" webpage.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants to COPS Office programs are required to sign and acknowledge the standard Certifications form in JustGrants. Signing this document assures the COPS Office that you have read and understood and that you accept the award terms and conditions as outlined in the Certifications.

Please read this document carefully, as signatures on this document is treated as material representation of fact upon which reliance will be placed when the U.S. Department of Justice determines to award the covered award. See "Terms and Conditions," and full assurances and certifications, which can all be found in the FY22 Reference Guide for Community Policing Advancement (CPA) programs under the COPS Office "[How to Apply](#)" webpage.

An explanation when the applicant is unable to certify to certain statements in the "Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing" form (if applicable)—When the applicant is unable to certify to specific statements identified in this Certifications form, the applicant must attach an explanation. The applicant is still required to sign the Certifications form to certify to all the other applicable statements. Please see the FY22

Reference Guide for Community Policing Advancement (CPA) programs under the COPS Office "How to Apply" web page for a copy of this Certifications form.

How to Apply

Federal regulations require that an applicant for federal funding: (1) be registered in SAM before submitting its application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. The COPS Office may not make an award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with these requirements by the time the COPS Office is ready to make an award, then the COPS office may determine that the applicant is not qualified to receive an award. See 2 C.F.R. §§ 25.200, 25.205 and the Award Terms and Conditions for further information.

Please follow the steps listed below to ensure your application is submitted by the deadline for this solicitation. Applicants should register online with SAM and with Grants.gov well in advance of the JustGrants deadline.

Step 1: Register with SAM database/Confirm Unique Entity Identifier (UEI) number

The Unique Entity ID issued by SAM is a 12-character alphanumeric value and once issued will not change. Entities that are currently registered in SAM.gov already have a Unique Entity ID (SAM) which can be viewed in SAM.gov. The transition to UEI (SAM) will not impact an entity's registration expiration date or when renewal is necessary.

System of Award Management (SAM) registration and renewal can take as long as 10 business days to complete.

If you do not have an Employer Identification Number (EIN), the process can take up to 5 weeks.

SAM registration procedures can be accessed at www.sam.gov.

The person registering with SAM will be the designated SAM E-Business Point of Contact, who can assign the people who submit applications for the organization (your Authorized Organization Representatives). In addition, you must review your SAM registration once a year.

Step 2: Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password.

Complete the AOR profile on Grants.gov and create a username and password. An applicant entity's "unique entity identifier" must be used to complete this step. For more information about the registration process for organizations and other entities, visit the [Grants.gov registration page](#). Individuals registering with Grants.gov may visit the [Applicant Registration page](#).

Step 3: Acquire confirmation for the AOR from the E-Business Point of Contact (E-Biz POC).

The SAM E-Biz POC at the applicant organization must log into Grants.gov to confirm the applicant organization's AOR. The E-Biz POC will need the Marketing Partner Identification Number (MPIN) password obtained when registering with SAM to complete this step. Note that an organization can have more than one AOR.

Step 4: Search for the funding opportunity on Grants.gov.

Search using the Assistance Listing title and the funding opportunity number from the solicitation.

Step 5: Access Funding Opportunity and Application Package from Grants.gov.

Select "Apply for Grants" under the "Applicants" column. Enter your email address to be notified of any changes to the opportunity package before the closing date. Click the Workspace icon to use Grants.gov Workspace.

Step 6: Complete and Submit the SF-424 and SF-LLL via Grants.gov.

Within 48 hours after submitting the SF-424 and SF-LLL, the applicant should receive two notifications from Grants.gov. The first will confirm the receipt of the SF-424 and SF-LLL. The second will state whether the SF-424 and SF-LLL has been validated and successfully submitted, or whether it has been rejected due to errors, with an explanation. It is possible to first receive a message indicating that the application is received, and then receive a rejection notice a few minutes or hours later. Submitting the SF-424 and the SF-LLL well ahead of the Grants.gov deadline provides time to correct the problem(s) that caused the rejection.

Important: DOJ urges each applicant to submit the SF-424 and the SF-LLL at least 72 hours prior to the Grants.gov due date, to allow time to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification. Verify the application deadline (date and time) in the solicitation.

Step 7: Register the Entity Administrator (E-Biz POC) and the Application Submitter with DOJ's Justice Grants System (JustGrants).

New Entity without a JustGrants Account

Within 24 hours of JustGrants receiving an application from Grants.gov, the user submitting the application in Grants.gov and SAM E-Biz POC will receive an email to register for a JustGrants account. The email is from DOJ's secure user management system (DIAMD) and will include instructions on how to create an account.

To ensure that you receive these emails and that they are not flagged as spam, we recommend adding "DIAMD-NoReply@usdoj.gov" to the trusted sender list in your email settings.

The E-Biz POC at the applicant organization serves as the Entity Administrator and must log-in to JustGrants to confirm the entity's profile, add users, and assign the two required Authorized Representatives (Law Enforcement Executive/Program Official and Government Executive/Financial Official). The Authorized Representatives are officials who have ultimate and final responsibility for all programmatic and financial decisions for your agency, as the legal recipient. For guidance on who should be assigned as Authorized Representatives, please see below:

- For law enforcement agencies, COPS Office awards require that both the top law enforcement executive (e.g., chief of police, sheriff, or equivalent) and the top government executive (e.g., mayor, board chairman, or equivalent) sign the application, and (if awarded funding) accept the Award Package. The top law enforcement executive must be assigned the role of Authorized Representative 1 and the top government executive must be assigned the role of Authorized Representative 2 in Just Grants.
- For non-law enforcement agencies (institutions of higher education, school districts, private organizations, etc.), COPS Office awards require that both the programmatic official (e.g., executive director, chief executive officer, or equivalent) and financial official (e.g., chief financial officer, treasurer, or equivalent) sign the application, and (if awarded funding) accept the Award Package. These two officials must have the ultimate signatory authority to sign contracts on behalf of your organization. The programmatic official must be assigned the role of Authorized Representative 1 and the financial official must be assigned the role of Authorized Representative 2 in Just Grants.

Please note that nonexecutive positions (e.g., clerks, trustees) are not acceptable Authorized Representatives.

The user who submitted the application in Grants.gov serves as the Application Submitter. Within minutes of completing your JustGrants account registration, the Application Submitter and the E-Biz POC (Entity Administrator) users will receive an email from JustGrants with a link to the application started in Grants.gov.

Application Submitters and E-Biz POC Users with a JustGrants Account

Step 8: Review and Invite the Two Required Authorized Representatives in JustGrants

The Entity Administrator will need to log-in to JustGrants to review and assign the required two Authorized Representatives. (Law Enforcement Executive/Program Official and Government Executive/Financial Official)The

Authorized Representatives are officials who have ultimate and final responsibility for all programmatic and financial decisions for your agency, as the legal recipient. For guidance on who should be assigned as Authorized Representatives, please see guidance above:

If an Authorized Representative needs to be invited, the Entity Administrator will need to invite the individual to receive a JustGrants account. These actions are required before an application can be submitted.

Within minutes of being invited to be an Authorized Representative, the individual will receive an email from DIAMD-NoReply@usdoj.gov with instructions on how to create an account in DOJ's secure user management system.

Once the Authorized Representative receives the email and completes the steps to create an account, the Authorized Representative will be available in JustGrants.

Review the "[JustGrants User Roles Guide](#)" to become familiar with the various JustGrants Entity User roles.

Step 9: Complete and Submit the JustGrants Application

The Application Submitter will complete the application by entering data into web-based forms, uploading attachments, and accepting assurances and certifications. Before you submit your application, each section must be completed and free of validation errors. If not, please return to each identified page using the table of contents on the right side of the page. If any required fields are unanswered, they will be flagged with warning messages. In this case, answer these required fields. You will not be able to submit your application until all validation issues are corrected and the application is certified.

The Application Submitter will also need to confirm the required two Authorized Representatives (Law Enforcement Executive/Program Official and Government Executive/Financial Official).

The Application Submitter will need to select two authorized representatives via dropdown field in the "Confirm Authorized Representative" section of the application. The dropdown will display all authorized representatives that have been assigned for your entity (the [Application Submission Job Aid Reference Guide](#) for this step).

If you do not see authorized representatives for your entity in the dropdown field within the "Confirm Authorized Representative" section of the application, you will need to add and assign the role for each authorized representative for your entity. Please note: the COPS Office requires two authorized representatives (Law Enforcement Executive and Government Executive) for its grant applications. Users will not be visible in JustGrants until they have successfully logged into JustGrants. If you need assistance adding users and assigning roles for your entity, please refer to the [Entity Management Job Aid Reference Guide](#).

Once all sections are completed, the application submitter will submit the application. Upon successful submission of an application, the Application Submitter, Entity Administrator, and the two Authorized Representatives will receive an email from JustGrants confirming submission of the application. The COPS Office will not accept applications submitted via mail or email.

Submission Dates and Time

All completed applications must be submitted by the deadline.

Late Submissions

The COPS Office will review on a case-by-case basis requests for late submission due to unforeseen technical issues or extraordinary events such as extreme weather emergencies or mass casualty events. Requests for an extension of the Grants.gov deadline must be received prior to the close of the solicitation in Grants.gov. Requests for an extension of the JustGrants deadline must be made prior to the close of the solicitation in JustGrants. No late submission requests will be considered once the solicitation closes.

Extension of deadlines is rare and is not guaranteed. To be considered for an extension, applicants must immediately contact the COPS Office Response Center at 800-421-6770 to create a record of the issue and

send a follow up email to AskCopsRC@usdoj.gov detailing the technical/extraordinary issues that impact application submission. The applicant's voicemail and email must include the following information: UEI number, Organization name, Point of contact name and information, Application ID, and the nature of the issue/disaster and how it affected the applicant's ability to submit an application on time. The email subject line should read "[Insert Program] Extraordinary Circumstances: UEI number, Agency Name, Application ID"; with your UEI number and organization name included in the subject line.

The COPS Office will respond to each applicant as soon as possible with an approval and instructions for submission, or a rejection. If the technical issues you reported cannot be validated, the application will be rejected.

The following conditions are not valid reasons to request an extension: (1) failure to begin the registration process in sufficient time; (2) failure to follow instructions on Grants.gov or JustGrants; (3) failure of the two assigned authorized representatives, with the proper authority, to activate accounts in JustGrants prior to application submission; (4) failure to follow all of the instructions in the solicitation; (5) failure to register or update information on the SAM website; and (6) failure to register or complete SF-424 in grants.gov.

Application Review Information

The COPS Office is committed to ensuring a fair and open process for making awards. The COPS Office will review the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation.

To maintain the integrity of the competitive solicitation process, the COPS Office can provide publicly available technical assistance regarding the mechanics of the application but cannot evaluate the merits of an application during the open solicitation period.

Review Process

Applications will undergo a standard review and selection process, which includes a review of basic minimum requirements, peer review panel ratings, administrative compliance review, a senior leadership review and recommendation panel, and director's selection. A description of each phase is provided in the following sections. Applicants are encouraged to review their own applications prior to submission, with particular attention given to the Basic Minimum Requirements and each of the Review Criteria specified in the descriptions that follow.

Basic Minimum Requirements review

Once the solicitation closes, COPS Office staff screen and score applications for compliance with basic minimum requirements (BMR). Applications should be written with clarity, organization, and soundness in the proposed work, with all mandatory attachments.

BMR review criteria

Applications that are missing any of the following basic minimum requirements will be disqualified, without exception, and therefore not scored by review panels.

1. Did the applicant respond to 80% or more of the application questions?
2. Did the applicant provide a separate budget narrative that is 60 percent or more allowable?
3. Is the applicant a state, local, tribal, or territorial law enforcement agency?
4. Is the proposed project listed under the "projects out of scope" in the solicitation?

Peer review panel

Peer Review Panels will evaluate, score, and rank applications that meet the basic minimum requirements. The COPS Office may use internal peer reviewers, external peer reviewers, or a combination to assess applications on technical merit using the solicitation's review. An external peer reviewer is an expert in the subject matter of a

given topic area who is not a current federal employee. An internal peer reviewer is a current federal employee who is well-versed or has expertise in the subject matter of the subcategory. Peer reviewers' ratings are advisory only, although reviewer views are considered carefully.

Applications that meet eligibility and basic minimum requirements will be evaluated and ranked by peer reviewers. Peer reviewers will be asked to review applications based on the application subcategory and the goal of the solicitation to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities. Reviewers will also be asked to consider the subcategory-specific solicited goals, requirements, and deliverables described in the solicitation language.

Upon completion of their reviews, Peer Review Panels will recommend highly rated applications to advance to the Senior Leadership Review and Recommendation Panel.

Review criteria

Applications will be evaluated based on the following merit criteria, which the applicant addresses in their application, proposal narrative, budget narrative, budget worksheets, and other attachments. Applications that are not responsive to the solicitation or duplicative of past or ongoing federally funded work will be scored accordingly. Although not an exhaustive list, at a minimum, reviewers will be asked to evaluate applications according to the following criteria:

Problem Identification and Project Description (30 percent)

- Clearly identifies how the project fulfills a specific public safety need.
- Identifies how the proposed project will assist their agency in implementing or institutionalizing community policing.
- Describes how the approach is innovative and how the agency will build on prior program success, including information on whether the approach has been previously practiced or tested by another agency.
- Describes the major activities the agency will undertake if funded.
- Describes the final deliverables of the project and how they contribute to the solicitation goals and requirements.

Project Reach and Impact (20 percent)

- Identifies any current governmental, community or agency initiatives that complement or will be coordinated with the proposed activities.
- Identifies specific outcomes the agency expects to accomplish with the funding and how will the project team track or measure them
- Describes the potential impact of the project to the law enforcement field as a whole.
- Describes how these efforts could be sustained once the award ends.

Management and Implementation (30 percent)

- Describes the overall management and implementation plan for the project including identification of any key community or other stakeholder partnerships (community groups, private and/or public agencies) that will play a role in the implementation of this project.
- Identifies key project staff and their experience as well as the agency capacity to carry out the project.

Budget (20 percent)

- Provides a detailed budget narrative with costs that are allowable, appropriate, and reasonable relative to the level of effort and critical to the completion of the project
- Provides a budget narrative that adequately justifies the budget and matches the feasibility and intent of the proposed project
- Provides a detailed budget that matches the tasks and deliverable(s) outlined in their application
Provides detailed breakdowns of each budget category and justification for total costs, such as per unit over

- time or reasonable estimate at time of application submission
- Provides appropriate budget justification documentation which may include a current indirect cost rate agreement, sole source justification, and consultant rate justification
- Identifies how strategy makes use of time and cost saving methods for conducting project work to achieving goals and objectives while not sacrificing quality outcomes

Administrative compliance review

All advancing applications will undergo an administrative compliance review. Past financial and programmatic performance with DOJ award funding will be considered in this review process. Past performance may affect the overall rating and ranking of an application. Factors that may be included in the past performance review include the following:

- The extent to which the applicant has adhered to all special conditions in the prior awards
- The extent to which the applicant has complied with programmatic and financial reporting requirements
- The extent to which the applicant has completed closeout of prior awards in a timely manner
- Whether the applicant has received financial clearances in a timely manner
- Whether the applicant has resolved any issues identified in an audit or on-site monitoring visit in a timely manner
- Whether the applicant has adhered to single audit requirements
- The extent to which the applicant has completed work and spent prior award funds in a timely manner

Pursuant to 2 C.F.R. Part 200 ("Uniform Guidance"), before award decisions are made, the COPS Office also reviews information related to the degree of risk posed by applicants. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, the COPS Office checks whether the applicant is listed in SAM as excluded from receiving a federal award. The COPS Office also must review and consider any information about the applicant that appears in the nonpublic segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, "FAPIS").

Applicants may review and comment on any information about them in SAM that a federal awarding agency previously entered in the designated integrity and performance system, and such applicant comments will also be reviewed and considered.

The COPS Office may contact applicants regarding budget and financial questions as part of the review process. This outreach is not an indication of funds or awarding decisions.

Senior Leadership Review and Recommendation Panel

The Senior Leadership Review and Recommendation Panel is composed of senior-ranking federal employees. The panel will review all advancing applications from the Peer Review Panel and make recommendations for funding based on Peer Review Panel scores, administrative compliance review, past performance, project scope, and budget.

The Senior Leadership Review and Recommendation Panel will submit formal recommendations for funding to the COPS Office Director.

Director's selection

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Director of the COPS Office, who may also give consideration to factors including prior funding history, current award balances, underserved populations, population served, geographic diversity, strategic priorities, past performance, significant concerns regarding ability of the applicant to administer federal funds, and available funding when making awards.

Federal Award Administration Information

✓ Award decisions

It is anticipated that awards will be announced on or after October 1, 2022. Award notification will be sent electronically. Any public announcements will be posted on the [COPS Office website](#).

All award decisions are final and not subject to appeal.

To officially accept and begin your award, your organization must access your award package at <https://justgrants.usdoj.gov/>. Once you access your account, you will review and electronically sign the award document (including award terms and conditions) and, if applicable, the special award conditions or high risk conditions within 45 days of the date shown on the award congratulatory letter, unless an extension is requested and granted. The two assigned Authorized Representatives described above (Law Enforcement Executive/Program Official and Government Executive/Financial Official) are required to sign the award package. If the Authorized Representative(s) changes between the time of application submission and award receipt, the Entity Administrator will need to update the Authorized Representative(s) in JustGrants. Your organization will not be able to draw down award funds until the COPS Office receives your signed award document. For more information on accepting your award, please visit the [JustGrants Training page](#) for step-by-step instructions.

For technical support with JustGrants, please call JustGrants Support at JustGrants.Support@usdoj.gov, or 833-872-5175. For programmatic assistance, please contact the COPS Office Response Center at AskCopsRC@usdoj.gov or 800-421-6770.

The award package

The award package is the document indicating your official award funding amount, the award number, the award terms and conditions, and award start and end dates.

The award start date indicated on the award package means that your organization may be reimbursed for any allowable costs incurred on or after this date. The duration of awards is 12 months.

Your FY 2022 award number is in the following format: 15JCOPS-22-XX-XXXX-XXXX. The COPS Office tracks award information based upon this number. Therefore, it is important to have your organization's award number (or your organization's DUNS number) readily available when corresponding with the COPS Office.

The award terms and conditions are listed in the award package. In limited circumstances, your award package may include additional special conditions or high-risk conditions that prevent your organization from drawing down or accessing award funds until the special conditions or high-risk conditions are satisfied as determined by the COPS Office.

By accepting the award, you are acknowledging that you are obtaining federal funds from the COPS Office. As part of that agreement, if awarded funds, your organization will acknowledge that it will comply with all applicable award terms and conditions including any special or high-risk conditions.

Administrative and national policy requirements

If selected for funding, in addition to implementing the funded project consistent with the approved project proposal and budget, the recipient must comply with award terms and conditions, and other legal requirements including, but not limited to, OMB, DOJ, or other federal regulations that will be included in the award or incorporated into the award by reference or are otherwise applicable to the award.

Please see general terms and conditions in the FY22 Reference Guide for Community Policing Advancement (CPA) Programs, which is located on the COPS Office ["How to Apply"](#) web page.

Terms, conditions and award requirements

Table 1 lists the terms, conditions, and award requirements that applicants should be aware of before applying to this COPS Office program. Please review carefully the FY22 Reference Guide for Community Policing Advancement (CPA) Programs, found under the COPS Office "How to Apply" web page, for a full description of each of the listed terms, conditions, and other requirements for this COPS Office program. By submitting your application, your organization assures the COPS Office that you agree to the below terms, conditions, and requirements. If awarded funds, by accepting your COPS Office award, your organization agrees to comply with all of the terms, conditions, and other requirements in your award package and any additional special or high risk conditions that may be imposed on your award.

Table 1. Terms, conditions, and award requirements

Condition number	Award term, condition, or requirement
I & II	Assurances and Certifications (also refer to "U.S. Department of Justice Certified Standard Assurances and U.S. Department of Justice Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing" of this Guide and Standard Application forms.)
III	Disclosure of Lobbying Activities
IV	Supplementing, Not Supplanting
V	Procurement and Sole Source Justification
VI	System for Award Management (SAM) and Universal Identifier Requirements
VII	Federal Funding Accountability and Transparency Act (FFATA)—Reporting Subaward and Executive Compensation
VIII	Contract Provisions
IX	Prior Approval Planning and Reporting of Conference/Meeting/Training Costs
X	Restriction on Internal Confidentiality Agreements
XI	Mandatory Disclosure
XII	Debarment and Suspension
XIII	Recipient Integrity and Performance Matters
XIV	False Statements
XV	Duplicative Funding
XVI	Additional High-Risk Recipient Requirements
XVII	Modifications
XVIII	Evaluations
XIX	Allowable Costs
XX	Equal Employment Opportunity Plan
XXI	Employment Eligibility
XXII	Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
XXIII	Federal Civil Rights
XXIV	Conflict of Interest
XXV	Reports/Performance Goals
XXVI	Extensions
XXVII	Computer Network Requirement
XXVIII	Award Monitoring Activities
XXIX	Public Release Information
XXX	News Media
XXXI	Paperwork Reduction Act
XXXII	Copyright
XXXIII	Human Subjects Research
XXXIV	Domestic Preferences in Procurement
XXXV	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
XXXVI	Termination
XXXVII	Award Owner's Manual
XXXVIII	Travel Costs
XXXIX	Authorized Representative Responsibility
XL	Youth-Centered Projects

Other Requirements

Please review carefully the FY22 Reference Guide for Community Policing Advancement (CPA) Programs, located on the COPS "How to Apply" webpage, which provides a full description of each of the listed requirements below for this COPS

Office program.

- Curriculum development
- Federal Leadership on Reducing Text Messaging While Driving
- Increasing Seat Belt Use in the United States

Administrative actions and legal remedies related to federal awards

Please be advised that an application may not be funded or, if awarded, a hold may be placed on this application if it is deemed that the applicant is not in compliance with federal civil rights laws, is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice award review or audit.

Misuse of COPS Office funds or failure to comply with all COPS Office award requirements may result in legal sanctions including suspension and termination of award funds, the repayment of expended funds, ineligibility to receive additional COPS Office funding, and other remedies available by law.

Under the False Claims Act, any credible evidence that a person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving COPS Office funds may be referred to the Office of Inspector General (OIG). The OIG may be contacted at oig.hotline@usdoj.gov, <https://oig.justice.gov/hotline/index.htm>, or 800-869-4499.

Remedies for noncompliance

Under 2 C.F.R. § 200.339, if the recipient fails to comply with award terms and conditions, the Federal awarding agency may impose additional conditions or take one or more of the following actions as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- Wholly or partly suspend or terminate the Federal award.
- Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- Withhold further Federal awards for the project or program.
- Take other remedies that may be legally available.

Prior to imposing sanctions, the COPS Office will provide reasonable notice to the recipient of its intent to impose sanctions and will attempt to resolve the problem informally. Appeal procedures will follow those in the U.S. Department of Justice regulations in 28 C.F.R. Part 18.

Awards terminated due to noncompliance with the federal statutes, regulations, or award terms and conditions will be reported to the integrity and performance system accessible through SAM (currently FAPIIS).

False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and any other remedy available by law.

Please be advised that recipients may not use COPS Office funding for the same item or service also funded by another U.S. Department of Justice award.

Federal Awarding Agency Contact(s)

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the [Grants.gov Organization Applicant User Guide](#). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on

federal holidays.

For technical support with the Justice Grants System (JustGrants) application, please contact the JustGrants Support at JustGrants.Support@usdoj.gov, or 833-872-5175. The JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at <https://justicegrants.usdoj.gov/training-resources>.

For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

Freedom of Information Act and Privacy Act (5 U.S.C. § 552 and 5 U.S.C. § 552a)

All applications submitted to the COPS Office (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. By law, DOJ may withhold information that is responsive to a request if DOJ determines that the responsive information is protected from disclosure under the Privacy Act or falls within the scope of one or more of the nine statutory exemptions under FOIA. DOJ cannot agree in advance of a request pursuant to the FOIA not to release some or all portions of an application/award file.

In its review of records that are responsive to a FOIA request, the COPS Office will withhold information in those records that plainly falls within the scope of the Privacy Act or one of the statutory exemptions under FOIA. (Some examples include certain types of information in budgets and names and contact information for project staff other than certain key personnel.) In appropriate circumstances, the COPS Office will request the views of the applicant/recipient that submitted a responsive document.

Feedback to the COPS Office

To assist the COPS Office in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and/or the application review/peer review process. Provide feedback via email to AskCopsRC@usdoj.gov with the following subject line "FY22 Microgrant Program Feedback."

IMPORTANT: This email is for feedback and suggestions only. Replies are not sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, you must contact the COPS Office Response Center at AskCopsRC@usdoj.gov or 800-421-6770.

COPS Other Information

Reporting, Monitoring, and Evaluation Requirements

Reporting

If awarded, your organization will be required to submit quarterly Federal Financial Reports as well as semiannual Programmatic Performance Reports. Recipient should be prepared to track and report program award funding separately from other funding sources (including other COPS Office federal awards) to ensure accurate financial and programmatic reporting on a timely basis. Recipients should ensure that they have financial internal controls in place to monitor the use of program funding and ensure that its use is consistent with the award terms and conditions. Good stewardship in this area includes written accounting practices and use of an accounting system that tracks all award drawdowns and expenditures, and the ability to track when award-funded positions are filled, or approved purchases are made. Failure to submit complete reports or submit them in a timely manner may result in the suspension and possible termination of a recipient's COPS Office award funding or other remedial actions.

Monitoring

Federal law requires that agencies receiving federal funding from the COPS Office be monitored to ensure

compliance with their award conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice.

Awarded organizations will be responsible for submitting Programmatic Performance Reports on a semiannual basis and Federal Financial Reports on a quarterly basis. In addition, awarded organizations will be responsible for the timely submission of a final Closeout Report and any other required final reports. All COPS Office recipients will be required to participate in such award monitoring activities of the U.S. Department of Justice, including but not limited to the COPS Office, the Office of the Inspector General, or any entity designated by the COPS Office.

Please note that the COPS Office may take a number of monitoring approaches, such as site visits, enhanced office-based award reviews, alleged noncompliance reviews, and periodic surveys to gather information and to ensure compliance. The COPS Office may seek information including, but not limited to, your organization's compliance with nonsupplanting and both programmatic and financial requirements of the award, and your organization's progress toward achieving your community policing strategy. Program and monitoring specialists as well as auditors are particularly interested in confirming that the purchase of items and/or services is consistent with the applicant's approved award budget as reflected on the Financial Clearance Memorandum and Final Funding Memorandum.

If awarded funds, you agree to cooperate with and respond to any requests for information pertaining to your award in preparation for any of the above-referenced award monitoring activities.

Please feel free to contact your COPS Office Program Manager to discuss any questions or concerns you may have regarding the monitoring, reporting, and evaluation requirements.

Program evaluation

Though a formal assessment is not a requirement, awarded organizations are strongly encouraged to conduct an independent assessment of their respective award-funded projects. Project evaluations have proven to be valuable tools in helping organizations identify areas in need of improvement, providing data of successful processes, and reducing vulnerabilities.

Selected award recipients shall be evaluated on the local level or as part of a national evaluation, pursuant to guidelines established by the Attorney General. Such evaluations may include assessments of individual program implementations. In selected jurisdictions that are able to support outcome evaluations, the effectiveness of funded programs, projects, and activities may be required. Outcome measures may include crime and victimization indicators, quality of life measures, community perceptions, and police perceptions of their own work.

Financial Management and System of Internal Controls

Award recipients and subrecipients must, as set out in the Uniform Guidance at 2 C.F.R. § 200.303, do the following:

- Establish and maintain effective internal control over the federal award that provides reasonable assurance that [the recipient (and any subrecipient)] is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
 - Evaluate and monitor [the recipient's (and any subrecipient's)] compliance with statutes, regulations, and the terms and conditions of federal awards.
 - Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- Take reasonable measures to safeguard protected personally identifiable information and other information

the federal awarding agency designates as sensitive or [the recipient (and any subrecipient)] considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

Audit Requirement

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200, Subpart F – Audit Requirements, available at https://www.ecfr.gov/cgi-bin/text_id?tpl=/ecfr.browse/Title02/2cfr200_main_02.tpl, establish the requirements for organizational audits that apply to COPS Office award recipients. Recipients must arrange for the required organization-wide (not award-by-award) audit in accordance with the requirements of Subpart F.

Civil rights

All recipients are required to comply with nondiscrimination requirements contained in various federal laws. A memorandum addressing federal civil rights statutes and regulations from the Office for Civil Rights, Office of Justice Programs will be included in the award package for award recipients. All applicants should consult the Assurances form to understand the applicable legal and administrative requirements.

Please be advised that a hold may be placed on this application if it is deemed that the applicant organization is not in compliance with federal civil rights law or is not cooperating with an ongoing federal civil rights investigation.

Equal Treatment for Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

For guidance on the protections provided in law for faith-based or religious organizations, please see the Office for Civil Rights website at <https://www.ojp.gov/program/civil-rights/partnerships-faith-based-and-other-neighborhood-organizations>.

In addition, all recipients and subrecipients (at any tier) must comply with the applicable requirements of the DOJ regulation entitled "Partnerships with Faith-Based and Other Neighborhood Organizations" at 28 C.F.R. Part 38, which, among other things, prohibits using DOJ financial assistance to fund explicitly religious activities and also prohibits discrimination in the provision of DOJ-funded services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. For more detailed information about the regulation, please see the Office of Civil Right website at <https://www.ojp.gov/program/civil-rights/partnerships-faith-based-and-other-neighborhood-organizations>.

Section 508 of the Rehabilitation Act

If you are an applicant using assistive technology and you encounter difficulty when applying, please contact the COPS Office Response Center at AskCopsRC@usdoj.gov or 800-421-6770.

The department is committed to ensuring equal access to all applicants and will assist any applicant who may experience difficulties with assistive technology when applying for awards using the JustGrants System.

Public Reporting Burden- Paper Work Reduction Act Notice

The public reporting burden for this collection of information is estimated to be up to 11.3 hours per response, depending upon the COPS Office program being applied for, which includes time for reviewing instructions. Send comments regarding this burden estimate or any other aspects of the collection of this information, including suggestions for reducing this burden, to the Office of Community Oriented Policing Services, U.S. Department of Justice, 145 N Street NE, Washington, DC 20530; and to the Public Use Reports Project, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503. For any questions or comments, please contact Lashon Hillard, COPS Office Paperwork Reduction Act Program Manager, at 202-514-6563.

You are not required to respond to this collection of information unless it displays a valid OMB control number.

The OMB control number for this application is 1103-0098, and the expiration date is 04/30/2024.

Performance Measures

To assist in fulfilling the U.S. Department of Justice's responsibilities under the Government Performance and Results Act Modernization Act (GPRA Modernization Act) of 2010, P.L. 111-352), recipients who receive funding from the Federal Government must measure the results of work that funding supports. This act specifically requires the COPS Office and other federal agencies to set program goals, measure performance against those goals, and publicly report progress in the form of funding spent, resources used, activities performed, services delivered, and results achieved.

Performance measures are as shown in table 2.

Table 2. Performance measures

Objective	Performance measures	Data recipient provides
Increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement's capacity to prevent, solve, and control crime through funding for personnel, technology, equipment, and training.	Extent to which COPS Office award funding (e.g., officers, equipment, training, technical assistance) has increased your agency's community policing capacity? Extent to which COPS Office knowledge resources (e.g., publications, podcasts, training) have increased your agency's community policing capacity?	Recipients will rate the effectiveness of the COPS Office funding in increasing community policing capacity. Data will be collected on a periodic basis through performance reports.

COPS Office awards target increasing recipient capacity to implement community policing strategies within the three primary elements of community policing: (1) problem solving; (2) partnerships; and (3) organizational transformation. The COPS Office requires all applicants to describe how the personnel, technology, equipment, supplies, travel, or training requested will assist the applicant in implementing community policing strategies.

To read an overview of the principles of community policing, please see the COPS Office publication [Community Policing Defined](#).

As part of the programmatic performance reports, all recipients will be required to report on their progress toward implementing community policing strategies. Based on the data collected from recipients, the COPS Office may make improvements to the program to better meet the program's objective and law enforcement agency needs.

Application Checklist

Please refer to the [JustGrants DOJ Application Submission Checklist](#).

Survey Questions

CPD MG Eligibility

Program Selection

Instructions: Applicants for the Community Policing Development (CPD) Microgrants solicitation must select one subcategory from the below list. Please select the CPD Microgrants subcategory that you are applying under:

Applicant Eligibility

Instructions: The following questions will be used to determine eligibility for the CPD Microgrants solicitation.

NOTE: If you select "no" to any of the below questions, you will be considered ineligible for the solicitation and will not receive consideration for funding.

Please indicate if your jurisdiction is primarily considered rural, urban, or suburban.

Enter the current number of sworn officers for your agency below:

Instructions: A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

Based on the definition above, is your law enforcement agency established and currently operational?

Instructions: An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to have primary law enforcement authority if they only: respond to or investigate specific type(s) of crime(s), respond to or investigate crimes within a correctional institution, serve warrants, provide courthouse security, transport prisoners, have cases referred to them for investigation or investigational support or only some combination of these.

Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?

FY22 CPA Solicitation Ques

Research and Development

Instructions: For the purposes of this solicitation, R&D as defined by 2 C.F.R. §200.87 means all research activities, both basic and applied, and all development activities that are performed by nonfederal entities. The term "research" also includes activities involving the training of individuals in research techniques where such activities use the same facilities as other research and development activities and where such activities are not included in the instruction function. "Research" is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. "Development" is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

Please select "yes" if any part of your project could be considered R&D or "no" if no portion of your project would support R&D.

Could any portion of your project be considered research and development (R&D) as defined by 2 C.F.R. §200.87?

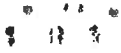
Youth-Centered Project

Instructions: For the purposes of this solicitation, please select "yes" if any part of your project involves interactions with minors under the age of 18 years. NOTE: A special award condition will apply to all youth-centered awards. This condition will require recipients and subrecipients to make determinations of suitability before certain covered individuals interact with participating minors under the age of 18 years old in the course of activities funded under the award.

Could any activities under your project involve interactions with minors under the age of 18 years?

Training

Instructions: The COPS Office defines training as the teaching and learning activities carried out for the primary purpose of helping members of an organization other than your own acquire and apply the knowledge, skills, abilities, and attitudes needed by a particular job or organization. Training is driven by specific goals and objectives? It is not a single event but rather an ongoing process that requires continuous self-reflection and evaluation. Guides, webinars, articles, conference presentations, toolkits, podcasts, videos, blogs, and news feeds (to provide a few examples) can serve as support material in trainings or as standalone materials to



increase knowledge, but on their own they are not defined as training by the COPS Office. Please select "yes" if any part of your project fits within the definition of training or "no" if no portion of your project fits within the definition of training.

Could any portion of your project be considered training?

Law Enforcement/Organization Executive

Please provide the name and contact information for the highest ranking **Law Enforcement Executive or Program Official** for your agency or organization, please see instructions below:

Instructions for Law Enforcement Agencies:

For law enforcement agencies, this is the highest ranking law enforcement official for your agency (Chief of Police, Sheriff, or equivalent). The top law enforcement executive must be assigned the role: "Authorized Representative 1" in JustGrants.

Instructions for Non-Law Enforcement Agencies:

For non-law enforcement agencies (Institutions of higher education, school districts, private organizations, etc.), this is the highest ranking program official in the applicant's organization (e.g., executive director, chief executive officer, or equivalent). The highest ranking program official must be assigned the role of Authorized Representative 1. If the application is awarded, this position will ultimately be responsible for the programmatic management of the award.

Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable.

Title:

First Name:

Last Name:

Phone:

Email Address:

Please provide the name and contact information for the highest ranking **Government Executive or Financial Official** for your agency or organization, Please see instructions below:

Instructions for Law Enforcement Agencies:

For law enforcement agencies, this is the highest ranking government official within your jurisdiction (e.g., Superintendent, Mayor, City Administrator, or equivalent). The highest government official must be assigned the role: "Authorized Representative 2" in JustGrants.

Instructions for Non-Law Enforcement Agencies:

For non-law enforcement agencies, this is the financial official who has the authority to apply for this award on behalf of the applicant agency (e.g., Chief Financial Officer, Treasurer, or equivalent) and must be assigned the role: "Authorized Representative 2" in JustGrants. If the application is awarded, this position must have the ultimate signatory authority to sign contracts on behalf of your organization, and will ultimately be responsible for the financial management of the award.

Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable.

Title:

First Name:

Last Name:

Phone:

Email Address:

Instructions for Application Contact:

Enter the application point of contact name and contact information.

Title:

First Name:

Last Name:

Phone:

Email Address:

Please select your U.S. Attorney's District Office from the below drop down options

Law Enforcement and Community Policing Strategy

Instructions: The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving: *Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime.* Please refer to the COPS Office website (<https://cops.usdoj.gov/RIC/ric.php?page=detail&id=COPS-P157>) for further information regarding this definition and its sub-elements.

Please answer the following questions regarding your community support and impact on the jurisdiction.

To what extent is there community support in your jurisdiction for implementing the proposed award activities?

If awarded, to what extent will the award activities impact the other components of the criminal justice system in your jurisdiction?

Explanation of Need for Financial Assistance

All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below.

Continuation of Support After Federal Funding Ends

Instructions: The questions in this section will be used for programs without a retention requirement to report any plans to continue the program or activity after the conclusion of federal funding.

Does your agency or organization plan to obtain necessary support and continue the program, project, or activity following the conclusion of federal support?

Please identify the source(s) of funding that your agency plans to utilize to continue the program, project, or activity following the conclusion of federal support: General funds

Issue bonds or raise taxes

Private sources and donations

Non-federal asset forfeiture funds (subject to approval from the state or local oversight agency)

State, local, or other non-federal grant funding

Fundraising efforts

Other

If "other" is selected in the above question, please provide a brief description of the source(s) of funding.

FY22 CPA Information

Type of Agency Organization

Type of Agency (select one)

From the list below, please select the type of agency which best describes the applicant.

From the list below, please select the type of agency which best describes the applicant.

Duplication of Funding

Instructions:

Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal awards that support the same or similar activities or services for which funding is being requested under this application.

Be advised that as a general rule, COPS Office funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate. To aid the COPS Office in the prevention of awarding potentially duplicative funding, please indicate whether your agency has a pending application or an active award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state sub-awarded federal funds) which supports the same or similar activities or services as being proposed in this COPS Office application.

Do you have any current, active non-COPS Office award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that supports the same or similar activities or services as being proposed in this COPS Office application?

If Yes, for each potentially duplicative non-COPS Office award, provide the following detailed information: name of federal awarding agency, or state agency for subawarded federal funding; award number; program name; award start and end dates; award amount; and description of how this project differs from the application for COPS office funding.

Do you have any pending non-COPS Office grant applications with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that support the same or similar activities or services as being proposed in this COPS Office application?

If Yes, for each potentially duplicative non-COPS Office grant application, provide the following detailed information: application number (if known); program name; project length; total requested amount; items requested; and describe how this project differs from the application for COPS Office funding.

Certification of Review of 28 CFR Part 23/Criminal Intelligence

REVIEWS AND CERTIFICATIONS

Certifications of Review of 28 C.F.R Part 23/Criminal Intelligence Systems:

If your agency is receiving COPS Office funding for equipment or technology that will be used to operate an interjurisdictional criminal intelligence system that receives, stores, analyzes, exchanges, or disseminates data regarding ongoing criminal activities, you must agree to comply with the operating principles at 28 C.F.R Part 23. If you are simply using COPS Office funds to operate a single agency database (or other unrelated forms of technology) and will not share criminal intelligence data with other jurisdictions, 28 C.F.R. Part 23 does not apply to this award.

Please check one of the following, as applicable to your agency's intended use of this award.

Acknowledgement of Electronic Signatures

By checking the box below, the applicant indicates that he or she understands that the use of typed names in this application and the required forms, including the Assurances, Certifications, and Disclosure of Lobbying Activities form, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures. I understand.

CPD_MG_App Quest

Problem Identification and Project Description

Instructions: From the list below, please select the primary target audience that your agency is seeking to engage with this funding and then please describe the specific audience in the text box. For the purposes of the community option, the COPS Office includes community groups, other government agencies, nonprofits, businesses, and general residents as part of this audience. For the purposes of the youth/students option, the COPS Office includes all individuals under the age of 18 as well as specific sub-populations of youth including high-risk, justice involved, future officer, or in school-based settings. Finally, for the purposes of law enforcement, the COPS Office includes prospective officers as well.

Based on your selection in the above question, please describe the specific audience in the following text box. (max 250 words)

Please describe how this Microgrant project will fulfill a specific public safety need. (max 250 words)

What are the major activities that your agency will implement if funded? (max 250 words)

How will the proposed activities assist your agency in implementing or institutionalizing community policing? (max 250 words)

What is innovative about the approach or how will your agency build on prior program success? Please include information on whether the approach has been previously practiced or tested by another agency. (max 500 words)

What are the final deliverables of the project? How do they contribute to the solicitation goals and requirements? (max 250 words)

Project Reach and Impact

Identify any current governmental and community initiatives that complement or will be coordinated with the proposal. (max 250 words)

Describe the potential impact of the project to the law enforcement field as a whole. (max 250 words)

What specific outcomes does your agency expect to accomplish with this funding and how will the project team track or measure them? (e.g. What data will you gather in order to assist with evaluating the effectiveness of the program? Why did you choose that data?) (max 250 words)

Please describe how these efforts will be sustained once the award ends (max 250 words)

Management and Implementation

Describe the overall management and implementation plan for the project including identification of any key community or other stakeholder partnerships (community groups, private and/or public agencies) that will play a role in the implementation of this project. Note: A timeline of project deliverables, activities, and milestones will need to be uploaded in the "Additional Application Components" section. (max 250 words)

Please identify key project staff and their experience as well as the agency capacity to carry out the project (max 250 words).

#111

OFFICE OF THE CITY ATTORNEY
11/8/22

ORDER AUTHORIZING THE MAYOR TO RATIFY AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN JACKSON STATE UNIVERSITY AND THE CITY OF JACKSON POLICE DEPARTMENT TO PROVIDE SECURITY AT THE VETERANS MEMORIAL STADIUM

WHEREAS, the City of Jackson (“City”) and Jackson State University (“JSU”) desire to enter into a Memorandum of Understanding (“MOU”) for services of the Jackson Police Department:

WHEREAS, the City agrees to provide up to twenty-five (25) officers (includes one (1) supervisor) at four (4) JSU football games and one (1) *tentative* football game during the 2022 Football Season;

JSU vs. Grambling State University	September 17, 2022
JSU vs Mississippi Valley State University	September 24, 2022
JSU vs Campbell College	October 22, 2022
Southern University	October 28, 2022 and October 29, 2022
SWAC Championship (Tentative)	December 3, 2022

WHEREAS, in the event the SWAC Championship is hosted at Veterans Memorial Stadium, the parties may make amendments to the MOU. Amendments may be in writing and executed by authorized representatives from both parties;

WHEREAS, the MOU commenced on September 17, 2022 and will terminate on at the end of the 2022 Football Season;

WHEREAS, either party may terminate the MOU in the event of a material breach as described in the Memorandum of Understanding. The MOU shall be terminable at the option of the nonbreaching party by providing a thirty (30) day written notice of the material breach;

WHEREAS, all assigned JPD officers and supervisors will have normal and usual police power, authority, and discretion at designated and tentative JSU football games held at Veterans Memorial Stadium;

WHEREAS, JPD will (1) provide law enforcement and traffic control services for non-private areas surrounding Veterans Memorial Stadium, (2) work with other event law enforcement personnel during event related activities, and (3) provide additional escort services for football teams, bands, coaches, and referees that enter and exit the premises of the Veterans Memorial Stadium;

WHEREAS, payment for services rendered prior to the execution of the MOU are paid in full in accordance to terms of the MOU; and

WHEREAS, JSU will pay JPD assigned officers an anticipated rate of thirty-six dollars (\$36) per hour, the aggregate value of the MOU shall not exceed thirty-nine thousand six hundred dollars (\$39,600.00) unless the parties otherwise agree.

IT IS HEREBY ORDERED that the Mayor is authorized to ratify and enter into a Memorandum of Understanding between the City of Jackson Police Department and Jackson State

Agenda Item No. 11
December 20, 2022
(Davis, Lumumba)

University for the Jackson Police Department to provide police services at Jackson State University football games held at the Veterans Memorial Stadium during the 2022 Football Season.

IT IS FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to facilitate the terms of the Memorandum of Understanding described above and accept payments for services provided prior to the execution of the Memorandum of Understanding.

Agenda date: _____

Agenda item# _____

By: DAVIS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 2, 2022
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO RATIFY AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN JACKSON STATE UNIVERSITY AND THE CITY OF JACKSON POLICE DEPARTMENT TO PROVIDE SECURITY AT THE VETERANS MEMORIAL STADIUM																																													
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	Youth Education, Crime Prevention and Quality of Life																																													
3.	Who will be affected	Jackson Police Department and Jackson State University																																													
4.	Benefits	Allows for Jackson Police Department to provide security at designated JSU athletic football events to ensure the safety of students and the general public.																																													
5.	Schedule (beginning date)	Immediately																																													
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide																																													
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Jackson Police Department																																													
8.	COST	NA																																													
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	NA																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>
ABE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>																																							
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>																																							




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  12-09-22

Date: December 09, 2022

Re: Order Authorizing the Mayor to Ratify and Enter into a Memorandum Of Understanding Between Jackson State University and the City of Jackson Police Department to Provide Security at the Veterans Memorial Stadium

It is my recommendation that the Mayor Enter into Order to Ratify and Enter into a Memorandum of Understanding Between Jackson State University and the City of Jackson's Police Department to Provide Security at the Veterans Memorial Stadium for the term of September 17 , 2022 through the end of the football season.

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

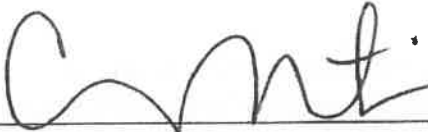
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO RATIFY AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN JACKSON STATE UNIVERSITY AND THE CITY OF JACKSON POLICE DEPARTMENT TO PROVIDE SECURITY AT THE VETERANS MEMORIAL STADIUM is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
Jeffrey Graves, *Deputy City Attorney*



11/16/22
Date



Memorandum of Understanding

Jackson State University | Jackson Police Department

September 15, 2022

This Memorandum of Understanding (“MOU”) constitutes the agreement between Jackson State University, a Mississippi Institution of Higher Learning, 1400 John R, Lynch Street (“JSU”) and the City of Jackson for services of the Jackson Police Department (“JPD”) during JSU’s *2022 Football Athletic Events*.

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

2. Scope. This agreement does not cover events that occur outside the scope described in this Section 4 of this memorandum, as the parties fully understand the nature and scope of their authority and control at all times prior to and during game-day events. Any services offered or provided by JPD or JPD officers outside of these pre-approved events must be memorialized in a separate agreement.

3. Services. The Parties agree that JPD will provide up to 25 officers (including one supervisor) for the following services.

- Law enforcement and traffic control services for (non-private) areas surrounding Veterans Memorial Stadium.
- Limited law enforcement services *on the premises* of Veterans Memorial Stadium subject to direction of the JSU Director of Public Safety. In order to fully cooperate with all law enforcement agencies, JSU must provide a method to permit interoperable communication for JPD and all other event law enforcement personnel during the event and event related activities.
- JPD will provide additional escort services for the football teams, bands, coaches, and referees as they enter and exit the premises of Veterans Memorial Stadium.

4. Compensation. All JPD officers shall be paid at a rate of \$36.00 per hour. JSU agrees to pay each JPD officer as an independent contractor for the services outlined in





this MOU. All JPD officers will complete a W-9 form as independent contractors. Nothing is the MOU shall be construed as JPD officers serving as employees of JSU.

Services are requested based on the following events schedule:

JSU vs. Grambling State University (September 17, 2022)

JSU vs. Mississippi Valley State University (September 24, 2022)

JSU vs. Campbell College (October 22, 2022)

Southern University (October 28-29, 2022)

***SWAC Championship (December 3, 2022)**

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

The Parties agree that the scope of work pursuant to this MOU requires the Officers to be assigned a location and shift. Said Officers are expected to work 8 hours per event and 12 hours for the weekend of October 28 as indicated in the schedule above unless otherwise agreed to in written signed by the parties. JSU shall provide a sign-in sheet at each event for each officer to sign at check-in and check-out times. The sign in sheet will be submitted to a representative of JSU and JPD immediately following the event.

Each JPD officer agrees to submit their invoice for services rendered within five (5) business days after the date of the event. JSU agrees to pay full amounts to each officer due no later than forty-five (45) days after the invoice date. Each invoice shall set out the following.

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





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

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

- JSU shall inform JPD of anticipated or potential disturbances based on rivalry, potential sell-outs, or any other matter that may reasonably lead JSU's Chief of Police (Director of Public Safety) or a designee to suspect that additional security may be needed or that JPD should be warned.
- JSU and JPD shall convene and develop security schedules to ensure sufficient police security is in place at a reasonable time before the start of an event.
- In the event a tragedy, calamity, or other serious disturbance occurs requiring additional police officers or services, the parties agree to cooperate and provide mutual support in all related efforts. Upon declaration of the either of the above by JSU, the parties may act at the command and direction of their respective supervisors.

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

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





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

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

- JPD officers who provide services at JSU football events will have all normal and usual authority to arrest, serve, and protect the citizens of Jackson and attendees of the event.
- No JSU officer or JSU official (or employee) may interfere with any JPD officer's authority and discretion to enforce laws of the State of Mississippi or the ordinances of the City of Jackson.
- JSU's Chief of Police (Director of Public Safety) may advise JPD officers and supervisors as to matters concerning their duties at JSU football events.
- Neither the City of Jackson nor JPD assumes liability for the actions or inactions of JSU law enforcement, security, staff, or administration.
- JSU assumes no liability for the actions or inactions of the City of Jackson or JPD employees, officials and administration outside of the scope and terms of this agreement.

9. Value of Contract. The aggregate value of this MOU for services shall not exceed the maximum amount of **\$39,600**. This amount is based on an anticipated rate of **\$36.00** per officer (25) per hour. Based on the schedule and hours of service proposed, the hours of service requested include **8** hours for **4** games and **12** hours for one game versus Southern University – a total of **44** hours per officer during the term of the agreement.

10. Governing Law. The Parties recognize and agree that Jackson State University is a Mississippi Institution of Higher Learning and that this Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Mississippi, including Opinions of the Mississippi Attorney General. Any provision contained in this Agreement





and any policy, agreement or term referenced herein which is contrary to Mississippi law is void and unenforceable.

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

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

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

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

15. Termination. This MOU shall commence on the date executed and shall continue through June 30, 2023. Either party may terminate this MOU upon thirty (30) days prior written notice of *material breach* or reasonable anticipation of *material breach*.

16. Indemnification. To the extent permitted and authorized by the applicable law, JSU agrees to indemnify and hold City harmless from and against any claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever. This includes any of the previous in the event of death or injury to persons; damage to property, natural resources, or the environment; and costs arising out of or in connection with or caused by the negligence, willful misconduct, or breach of this agreement by JSU. To the extent permitted and authorized by the applicable law, JSU further agrees to indemnify





and hold harmless the City for all penalties, fines, and other obligations, which may be imposed by regulatory agencies because of JSU's negligence or wrongful failure to perform.

17. Entire Agreement. This Agreement shall constitute the full, complete, and entire agreement between the parties with respect to the subject matter of the agreement. The provisions of this agreement supersede all prior or contemporaneous, oral or written, communications, agreements, and understandings of the parties with respect to the subject matter of this agreement.

Agreed:

JACKSON STATE UNIVERSITY

A handwritten signature in black ink, appearing to be "AR", written over a horizontal line.

Ashley Robinson | *Athletic Director*

10/17/2022

Date

CITY OF JACKSON, MISSISSIPPI

Chokwe A. Lumumba | *Mayor*

Date



#12

OFFICE OF THE CITY CLERK
12/20/22
S. BRYAN

ORDER AUTHORIZING THE TRANSFER OF GENERAL FUNDS FROM SALARIES TO OTHER PROFESSIONAL SERVICES

WHEREAS, the City of Jackson Police Department requests to transfer funds to cover the settlement of *Gray Media Group, Inc., d/b/a WLBT-TV vs. City of Jackson*, R-19-054; and

WHEREAS, the Jackson Police Department is in need of funds in the amount of \$96,000.00 that will go towards the cost of settlement in the above-referenced matter; and

IT IS, THEREFORE, ORDERED that the transfer of funds be moved as follows:

TO/FROM	FUNDS/ACCOUNT NUMBER	AMOUNT
From:	001.442.40.6111 (Police Salaries)	\$96,000.00
To:	001.442.24.6419 (Other Professional Salaries)	\$96,000.00

Agenda Item No. 12
December 20, 2022
(Davis, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 8, 2022

DATE

POINTS		COMMENTS									
1.	Brief Description/Purpose	ORDER AUTHORIZING THE TRANSFER OF GENERAL FUNDS FROM SALARIES TO OTHER PROFESSIONAL SERVICES.									
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention and Quality of Life									
3.	Who will be affected	Law Enforcement Personnel									
4.	Benefits										
5.	Schedule (beginning date)	December 2022									
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ ■ Project limits if applicable	ALL WARDS CITY WIDE									
7.	Action implemented by: ■ City Department ■ Consultant	JACKSON POLICE DEPARTMENT									
8.	COST	\$96,000.00									
9.	Source of Funding ■ General Fund ■ Grant ■ Bond ■ Other x	General Fund									
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	___




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  11-24-22

Date: November 24, 2022

Re: Order Authorizing the Transfer of General Funds from Salaries
To Other Professional Services

It is my recommendation that the Order Authorizing the Transfer of General Funds from Salaries to Other Professional Services, be approved for transfer. Whereas, the Jackson Police Department is responsible for the procurement of funds for the settlement of Gray Media Group, Inc. The necessary funds are needed to satisfy the judgment. Therefore, we are requesting the approval to transfer of funds from Police Salaries (001.442.40.6111) to Other Professional Services (001.442.24.6419).

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
11/29/22

This **ORDER AUTHORIZING THE TRANSFER OF GENERAL FUNDS FROM SALARIES TO OTHER PROFESSIONAL SERVICES** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

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

11/30/22
Date



Chief of Police
James E. Davis

JACKSON POLICE DEPARTMENT
Support Services Bureau
Vincent Grizzell, Deputy Chief of Police

*Nov. 10 Rec'd & returned
Assistant Chief of Police
Joseph Wade for connect in
Nov. 14 Re Submitted &
sent to citizens @*

Memorandum

To: James E. Davis, Chief

[Signature] 11-14-22

Via: Joseph Wade, Assistant Chief
Vincent Grizzell, Deputy Chief

[Signature] 11-14-22
[Signature]

From: George Jimerson, Commander

Date: November 10, 2022

Re: Transfer of Funds

The City of Jackson Police Department is responsible for the procurement of funds for the settlement of Gray Media Group, Inc. according to Civil Action No. G-2021-1090 (Hinds County Chancery Court) as set forth.

Reply all Delete Report

FW: Jackson v. Gray Media Group, Inc., Civil Action No. G-2021-1090 (Hinds County Chancery Court)

From: Schell, Jacquelyn N. <SchellJ@ballardspahr.com>
Sent: Thursday, October 6, 2022 1:59 PM
To: Catoria P. Martin <cmartin@city.jackson.ms.us>; Lee D. Thames <ldthames@city.jackson.ms.us>
Cc: Alysson Mills <amills@millsamond.com>; Parsons, Emmy <parsonse@ballardspahr.com>; Alexandra Lovell <alovell@city.jackson.ms.us>
Subject: RE: Jackson v. Gray Media Group, Inc., Civil Action No. G-2021-1090 (Hinds County Chancery Court)

Handwritten notes: City of Jackson, Gilja Shuman, B. Miller

Hi Torri,

Understood on the date, and thank you for letting us to know. Gray Media Group, Inc., d/b/a WLBT-TV ("WLBT") is amenable to the City paying the outstanding \$145,397.50 in monthly installments of \$25,000, beginning on October 25. Please send the payments to the following address, or let me know if you need wire instructions or other information:

Keith S. Miller
Gray Television, Inc.
Vice President, Assistant General Counsel
445 Dexter Avenue, Suite 7000
Montgomery, Alabama 36104
Office: 334.229.0358

WLBT will hold off on enforcing the monetary judgment so long as those payments arrive each month as agreed. By agreeing and accepting these installment payments, WLBT is not waiving and expressly reserves its rights to enroll the Chancery Court's final judgment, pursue enforcement action(s), and/or seek to recover additional attorneys' fees or interest on the judgment amount should the City fail to make a timely payment or complete payment.

If you have any questions or would like to discuss, please let me know.

Thank you,
Jacquelyn

Jacquelyn N. Schell
She, Her, Hers
2022 Pro Bono Honor Roll - Silver

Ballard Spahr

1675 Broadway, 19th Floor
New York, NY 10019-5820
646.346.6048 DIRECT

Fw: Gray Media Group Settlement

Mable Coleman <mcoleman@city.jackson.ms.us>

Fri 10/14/2022 10:27 AM

To: James Davis <jdavis@city.jackson.ms.us>; Fidelis Malembeka <fmalembeka@city.jackson.ms.us>; Sharon Thames <sthames@city.jackson.ms.us>; Brandon Jackson <jacksonb@city.jackson.ms.us>

Cc: Gilda M. Coleman <gcoleman@city.jackson.ms.us>; Catoria P. Martin <cmartin@city.jackson.ms.us>

Good Morning everyone,

Attached is an email correspondence regarding the terms of the settlement in the matter of City of Jackson vs. Gray Media Group, Inc., Civil Action No. G-2021-1090 (Hinds County Chancery Court). As set forth, Ms. Jacquelyn Schell, the attorney for the Defendant, accepts the City paying \$25,000 a month beginning October 25th. The City has an outstanding balance of \$145,397.50. Until this debt is settled, beginning this month, a payment of \$25,000 should be placed on the claims docket each month thereafter.

To ensure timely payment beginning on October 25th, the payment instruction is attached. Per Attorney Martin, JPD is responsible for ensuring the payments to Gray Television.

If you should have any questions regarding this matter, please call our office.

OFFICE OF THE CITY ATTORNEY

Mable Coleman

Executive Legal Administrator

City of Jackson, Mississippi

P.O. Box 2779

Jackson, Mississippi 39207

(601) 960-1799

(601) 960-1756 (facsimile)

mcoleman@city.jackson.ms.us

"This e-mail and any files transmitted with it are City of Jackson property, are confidential, and are intended solely for the use of the individual or entity to whom this email is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other uses, retention, dissemination, forwarding, printing, or copying of this email is strictly prohibited."

SPECIAL MEETING OF THE CITY COUNCIL

TUESDAY, JULY 21, 2020 10:00 AM.

327

WHEREAS, the estimated time for completion of Phase 1 will be November 2020;

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute a contract with Baker Tilly to provide a classification and performance metric study at a cost not to exceed \$99,900.00 exclusive of expenses;

IT IS HEREBY ORDERED that expenses not exceeding the sum of \$10,000.00 for the classification and performance metric study may be paid upon submission of proof of the incurring of the expense; and

IT IS HEREBY ORDERED that a market pay study shall not be performed absent approval of an order of the Jackson City Council authorizing the study and payment.

Council Member Tillman moved adoption; Council Member Lindsay seconded.

Yeas – Foote, Lindsay, Priester and Tillman.

Nays – Banks and Stamps.

Absent – Stokes.

ORDER RESCINDING RESOLUTION ENTITLED “RESOLUTION RESCINDING RESOLUTION ENTITLED “OPEN RECORDS POLICY”, APPEARING IN MINUTE BOOK “3-X”, PAGE 182, DATED AUGUST 2, 1983 AND AUTHORIZING ADOPTION OF A NEW OPEN RECORDS POLICY” ADOPTED ON FEBRUARY 13, 2007, AND AUTHORIZING ADOPTION OF A PUBLIC RECORDS POLICY FOR UTILIZATION BY THE DEPARTMENT OF MUNICIPAL CLERK.

WHEREAS, the City of Jackson, Mississippi, is required to provide information categorized as public records to those requesting said records pursuant to Section of the Mississippi Code Annotated (1972), as amended; and

WHEREAS, the Jackson City Council adopted a “New Open Records Policy” on February 13, 2007; and

WHEREAS, on October 27, 2014 the City Council voted to allow for the purchase and implementation of FOIA software (“GovQA”) to be utilized by the City Clerk’s Office; and

WHEREAS, the Department of Municipal Clerk deems it necessary to rescind the “Open Records Policy” that was adopted on February 13, 2007, and adopt a “Public Records Policy” that would include policies and procedures that reflect the new electronic public records system (Gov QA).

IT IS, THEREFORE, ORDERED that the February 13, 2007 “Open Records Policy”, entitled “RESOLUTION RESCINDING RESOLUTION ENTITLED “OPEN RECORDS POLICY”, APPEARING IN MINUTE BOOK “3-X”, PAGE 182, DATED AUGUST 2, 1983 AND AUTHORIZING ADOPTION OF A NEW OPEN RECORDS POLICY”, is hereby rescinded, and the following “Public Records Policy” is hereby adopted for utilization by the Department of Municipal Clerk, the City of Jackson, Mississippi and its citizenry:

PUBLIC RECORDS POLICY

OVERVIEW

It is the policy of the state of Mississippi that public records shall be available for inspection by any person unless otherwise provided by the Mississippi Public Records Act of 1983. Accordingly, the City of Jackson, Mississippi is required to provide access to public records consistent

MISSISSIPPI ETHICS COMMISSION

**Gray Media Group, Inc., d/b/a
WLBT-TV,
Petitioner,**

Case No. R-19-054

v.

**City of Jackson,
Respondent.**

**COMPLAINANT WLBT-TV'S
PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW**

**Emmy Parsons, Esq.
Jacquelyn Schell, Esq.
Ballard Spahr LLP
1909 K Street, NW
12th Floor
Washington, DC 20006-1157**

**Alysson Mills, Esq.
Mills & Amond LLP
Capital Towers Building
125 S. Congress Street Suite 1824
Jackson, Mississippi 39201**

✉ On 9/9/2019 12:27:43 PM, Jackson Public Records Center wrote:

CC: kristim@jacksonms.gov

Subject: Public Records Request :: W006933-011019

Body:

Dear Mr. LeMaster,

To date, our office has not received a response to this request. Please be advised that City Clerk Kristi Moore is following up with the Department regarding the response.

You will be notified upon receipt of any responsive documents.

Respectfully,

Office of the City Clerk
601-960-1035

↩ On 6/4/2019 8:55:24 PM, Mr. C.J. LeMaster wrote:

To whom it may concern:

Could I please get a response on the status of this public records request? The city of Jackson is in violation of the Mississippi Public Records Act because it did not respond to this request within the statutory timeframe of seven business days.

✉ On 1/11/2019 9:49:31 AM, Jackson Public Records Center wrote:

Good morning,

Request has been amended to read January 1, 2018 to present.

Thanks!

↩ On 1/10/2019 5:05:58 PM, Mr. C.J. LeMaster wrote:

I'd like to amend my request dates to be "from January 1, 2018 to the present." For some reason, I kept thinking this was 2018. Thank you!

W006933-011019 - Public Records Request

Message History (8)

On 8/31/2020 3:56:35 PM, Jackson Public Records Center wrote:

Subject: Public Records Request :: W006933-011019

Body:

Dear Mr. Le Master,

Per your request to inspect the following records on site. The records may be inspected at the Department of Municipal Clerk office from 9:00 a.m.-4:00 p.m. Monday- Friday Please feel free to contact our office with the best day and time for you.

Thank you,

Department of Municipal Clerk
601-960-1035

On 10/7/2019 1:06:59 PM, Jackson Public Records Center wrote:

Subject: Public Records Request :: W006933-011019

Body:

RE: PUBLIC RECORDS REQUEST of January 10, 2019, Reference # W006933-011019

Dear Mr. C.J. LeMaster,

The City received a public information request from you on 1/10/2019.

You requested: "I'm requesting to view KRONOS time sheet information and overtime reports for the following JPD employees from January 1, 2018 to the present.

Deputy Chief Tina Wallace
Frederick Suttles (unknown rank)

In addition, I request any and all reports relating to comp time for Wallace for that period.

If you anticipate this request costing more than \$25, please contact me with an itemized listing of charges before proceeding. Thank you!"

The City has reviewed its files, and has located responsive records to your request.

Please login to the [City of Jackson Open Records Center](#), to retrieve the appropriate response to your ORR.

If you have any questions or need additional information, please feel free to contact the Office of The City Clerk at (601) 960-1035.

Thank You,

The Office of The City Clerk

**City's
Exhibit 1**

SPECIAL MEETING OF THE CITY COUNCIL

TUESDAY, JULY 21, 2020 10:00 M.

327

WHEREAS, the estimated time for completion of Phase 1 will be November 2020;

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute a contract with Baker Tilly to provide a classification and performance metric study at a cost not to exceed \$99,900.00 exclusive of expenses;

IT IS HEREBY ORDERED that expenses not exceeding the sum of \$10,000.00 for the classification and performance metric study may be paid upon submission of proof of the incurring of the expense; and

IT IS HEREBY ORDERED that a market pay study shall not be performed absent approval of an order of the Jackson City Council authorizing the study and payment.

Council Member Tillman moved adoption; Council Member Lindsay seconded.

Yeas – Foote, Lindsay, Priester and Tillman.

Nays – Banks and Stamps.

Absent – Stokes.

ORDER RESCINDING RESOLUTION ENTITLED “RESOLUTION RESCINDING RESOLUTION ENTITLED “OPEN RECORDS POLICY”, APPEARING IN MINUTE BOOK “3-X”, PAGE 182, DATED AUGUST 2, 1983 AND AUTHORIZING ADOPTION OF A NEW OPEN RECORDS POLICY” ADOPTED ON FEBRUARY 13, 2007, AND AUTHORIZING ADOPTION OF A PUBLIC RECORDS POLICY FOR UTILIZATION BY THE DEPARTMENT OF MUNICIPAL CLERK.

WHEREAS, the City of Jackson, Mississippi, is required to provide information categorized as public records to those requesting said records pursuant to Section of the Mississippi Code Annotated (1972), as amended; and

WHEREAS, the Jackson City Council adopted a “New Open Records Policy” on February 13, 2007; and

WHEREAS, on October 27, 2014 the City Council voted to allow for the purchase and implementation of FOIA software (“GovQA”) to be utilized by the City Clerk’s Office; and

WHEREAS, the Department of Municipal Clerk deems it necessary to rescind the “Open Records Policy” that was adopted on February 13, 2007, and adopt a “Public Records Policy” that would include policies and procedures that reflect the new electronic public records system (Gov QA).

IT IS, THEREFORE, ORDERED that the February 13, 2007 “Open Records Policy”, entitled “RESOLUTION RESCINDING RESOLUTION ENTITLED “OPEN RECORDS POLICY”, APPEARING IN MINUTE BOOK “3-X”, PAGE 182, DATED AUGUST 2, 1983 AND AUTHORIZING ADOPTION OF A NEW OPEN RECORDS POLICY”, is hereby rescinded, and the following “Public Records Policy” is hereby adopted for utilization by the Department of Municipal Clerk, the City of Jackson, Mississippi and its citizenry:

PUBLIC RECORDS POLICY

OVERVIEW

It is the policy of the state of Mississippi that public records shall be available for inspection by any person unless otherwise provided by the Mississippi Public Records Act of 1983. Accordingly, it is the policy of the City of Jackson, Mississippi to provide access to public records consistent

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, JULY 21, 2020 10:00 M.**

328

Non-exempt Public Record: Any public record that is available for inspection, examination, copying or reproduction pursuant to the Mississippi Public Records Act of 1983 and the policies provided herein.

Exempt Public Record: Any public record that is not available for inspection, examination copying or reproduction in accordance with any constitutional or statutory law, including but not limited to, the Mississippi Public Records Act of 1983, a legal declaration that the public record is confidential or privileged or any express statutory exemption provided by local, state or federal laws.

Working Day: Any day other than a weekend, a state holiday, federal holiday, furlough day, or other day which the City is closed by Executive Order.

PROCEDURE

Request Using Online Portal: The individual requesting records shall complete and submit the designated public records request online to the Department of Municipal Clerk at <https://www.jacksonms.gov/departments/municipal-clerk/>.

Response Timeline: The City shall respond to the request for public records within seven (7) working days after receipt of the request. The requestor is required to pay for the actual cost of searching, reviewing and/or duplicating copies of the requested public records. Such fees shall be collected in advance of complying with the request. If the requestor fails to tender payment within five (5) calendar days of receiving notification regarding the cost associated with the request, the request is deemed withdrawn and closed. The requestor shall re-submit his/her request.

Response Timeline for Requests for Trade Secrets, Confidential, Commercial or Financial Information Submitted to the City by a Third Party: When an individual seeks inspection, examination, copying or reproduction of information which includes trades secrets, confidential, commercial or financial information submitted to the City by a third party, the records shall be released no later than twenty-one (21) days from the date the third parties receive notice of the request unless the third parties have filed in chancery court a petition seeking a protective order on or before the expiration of the twenty-one-day time period. Any party seeking the protective order shall give notice to the party requesting the information in accordance with the Mississippi Rules of Civil Procedure. The City shall release the requested public records at the expiration of the twenty-one-day time period, unless the third-party seeks the protective order.

Denials: Any denial of a request shall be made by the Office of the City Attorney in writing, and shall contain a statement of the specific reasons for denial. The Department of Municipal Clerk shall maintain a file of all denials for a period of not less than three (3) years. No department shall deny a request for public records submitted pursuant to the City's procedures without the express written authority of the Office of the City Attorney.

FEES

Fees for Costs Incident to Providing Access to Public Records: The person requesting access to public records is required to pay the actual cost of providing such access. Fees are calculated to reimburse the City for the actual cost of searching, reviewing and/or duplicating and, if applicable, mailing copies of public records. Staff time or contractual services included in the actual cost shall be at the pay scale of the lowest level City employee or City contractor competent to respond to the request. Such fees shall be paid in advance of the City complying with the request. Photocopies of the requested public records are billed at .15 per page; certified copies are \$1.50 each. Prepayment is required.

Council Member Tillman moved adoption; Council Member Priester seconded.

S.R._01093

**City's
Exhibit 2**

RESOLUTION RESCINDING RESOLUTION ENTITLED "OPEN RECORDS POLICY", APPEARING IN MINUTE BOOK "3-X", PAGE 182, DATED AUGUST 2, 1983 AND AUTHORIZING ADOPTION OF A NEW OPEN RECORDS POLICY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI that the Resolution appearing in Minute Book "3-X", at page 182, dated August 2, 1983 and entitled "Open Records Policy", be an the same is hereby rescinded and the following resolution is hereby adopted:

OPEN RECORDS POLICY

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, that pursuant to the " Mississippi Public Records Act of 1983," there is hereby adopted the following policy concerning the inspection and reproduction of Public Records:

1. All requests for inspection of public records shall be submitted in writing to the City Clerk. Such request shall designate exactly what material is requested in terms specific enough to provide ready identification thereof.

2. Such requests will be fulfilled or denied within fourteen (14) working days from submission of the written request.

3. In the event such request is approved, the person seeking access will be notified where and when such material will be available. The person seeking access to such records shall be required to pay the actual cost of retrieving such records prior to being allowed access. In the event photocopies of material are requested, an additional pre-paid fee of fifty cents per page shall be required. Except that any requested material wherein this Council has adopted by ordinance a fee schedule for provision of same, shall be the scheduled fee for retrieving and producing the requested documents, with no additional charge for photocopying. This includes, but is not limited to, fire and accident reports.

4. In the event the exact fees cannot be determined until the material is located, the time between location of the documents (at which time the person desiring access shall be immediately notified of the fee) and payment of the fees will not be included in the fourteen day time limit previously described.

5. In the event such request is denied, the denial shall be in writing and shall contain a statement of the specific reasons for the denials. The City shall maintain a file on all denials, and such shall be on file for a period of not less than three years.

6. A copy of this policy shall be forwarded to the Office of the Secretary of State for filing and shall be included in the municipal minutes and available for public inspection in the Office of the City Clerk.

Council Member Tillman moved adoption; Council Member Crister seconded.

Yeas - Allen, Bluntson, Crister, McLemore, and Tillman.

Nays - None.

Absent - Barrett-Simon and Stokes.

**City's
Exhibit 3**

FORM # 10
Date: 12-20-19
By: Lumumba

OFFICE OF THE CITY ATTORNEY
336

**ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, SECTION 2-336,
DEPARTMENTS CREATION; FUNCTIONS**

WHEREAS, pursuant to Section 21-8-23 of the Mississippi Code Annotated (1972), as amended, and prevailing Attorney General opinions, the "City Clerk" (also referred to in the law as "Municipal Clerk") in a Mayor-Council form of government, is appointed by "...the mayor and confirmed by an affirmative vote of a majority of the council present and voting ..."; and

WHEREAS, the City of Jackson ("City") by ordinance presently has operated with one preeminent clerk who performs the duties of both "Clerk of the Council" and "City Clerk"; and

WHEREAS, the governing authorities find it in the best interest of the City to (1) formally separate the two positions, as well as the underlying deputy positions, and (2) define the duties and responsibilities of those positions; thus, requiring the creation of a new municipal department of municipal clerk; and

WHEREAS, the governing authorities find that Section 2-336 of the Jackson Code of Ordinances should be amended as follows to create a department of municipal clerk (added language denoted in underlined italics):

Sec. 2-336. - Creation; functions.

There are hereby created the following departments which shall have the following principal functions:

(1) *Administration*. The department of administration shall perform the functions of finance and management information systems, fleet management, office of publications, record retention, purchasing, communications center, telecommunications and municipal court services.

(2) *Fire*. The fire department shall perform the functions of fire prevention, suppression and education.

(3) *Police*. The police department shall perform the functions of crime prevention and suppression, animal control, youth court, and community improvement.

(4) *Public works*. The public works department shall perform the functions of water and sewer engineering and maintenance; streets, bridges and drainage engineering and maintenance; traffic engineering and maintenance; water/sewer business administration, right-of-way maintenance; cemetery maintenance; building maintenance; wastewater treatment plant contract administration and maintenance of wastewater collector system, solid waste collection contract administration; management of water treatment and distribution facilities; administration of the pest control contract; central supply, and custodial services.

(5) *Human and cultural services*. The human and cultural services department shall perform the functions of senior services, early childhood education, museums, art galleries, arts centers, auditoriums and planetariums.

(6) *Personnel management*. The personnel management department shall perform all personnel management functions including the administration of benefits.

(7) Planning and development. The planning and development department shall perform the functions of planning and zoning, developmental assistance including, but not limited to, housing, economic development and grants, federal programs, public transportation/JATRAM, building and permits, and community improvement.

(8) Parks and recreation. The parks and recreation department shall perform a variety of recreational services including maintenance, programming, athletics, special events and the administration of contract facilities.

(9) Constituent services and information. The constituent services and information department shall be responsible for the quality and content of information regarding city government. This department will serve as an information conduit for the city council, department heads, employees, and citizens. This department will also conduct site visits with businesses and citizens to identify problems and find solutions before they become unmanageable. The divisions of Action Line, Public Education and Government (PEG) Television, publications, public relations and quality of life, and related duties shall be under this department.

(10) Municipal clerk. The department of municipal clerk shall perform the functions of and duties of the municipal clerk as inherent by law, and those duties referenced in the Mississippi Code Annotated (1972), as amended as belonging to the "clerk", "municipal clerk", or "city clerk". The municipal clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the clerk of council for recordation. The municipal clerk shall keep the official minutes of the proceedings of the council, shall have custody of records of the municipality, and shall be responsible for publication of all matters which require publication by law. In the absence of the municipal clerk, the duties of the municipal clerk shall be performed by that person serving as the chief deputy clerk of municipality. The municipal clerk shall plan and assign work and exercise general supervision of the deputy municipal clerks and clerical employees that are assigned to the municipal clerk.

In addition to departmental functions specified in this section, such departments shall have such additional responsibilities as the mayor or council may from time to time deem necessary.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT Section 2-336 of the Jackson Code of Ordinances is amended to read as follows:

Sec. 2-336. - Creation; functions.

There are hereby created the following departments which shall have the following principal functions:

(1) Administration. The department of administration shall perform the functions of finance and management information systems, fleet management, office of publications, record retention, purchasing, communications center, telecommunications and municipal court services.

(2) Fire. The fire department shall perform the functions of fire prevention, suppression and education.

(3) Police. The police department shall perform the functions of crime prevention and suppression, animal control, youth court, and community improvement.

(4) Public works. The public works department shall perform the functions of water and sewer engineering and maintenance; streets, bridges and drainage engineering and maintenance; traffic engineering and maintenance; water/sewer business administration, right-of-way maintenance; cemetery maintenance; building maintenance; wastewater treatment plant contract administration and maintenance of wastewater collector system, solid waste collection contract administration; management of water treatment and distribution facilities; administration of the pest control contract; central supply, and custodial services.

(5) Human and cultural services. The human and cultural services department shall perform the functions of senior services, early childhood education, museums, art galleries, arts centers, auditoriums and planetariums.

(6) Personnel management. The personnel management department shall perform all personnel management functions including the administration of benefits.

(7) Planning and development. The planning and development department shall perform the functions of planning and zoning, developmental assistance including, but not limited to, housing, economic development and grants, federal programs, public transportation/JATRAN, building and permits, and community improvement.

(8) Parks and recreation. The parks and recreation department shall perform a variety of recreational services including maintenance, programming, athletics, special events and the administration of contract facilities.

(9) Constituent services and information. The constituent services and information department shall be responsible for the quality and content of information regarding city government. This department will serve as an information conduit for the city council, department heads, employees, and citizens. This department will also conduct site visits with businesses and citizens to identify problems and find solutions before they become unmanageable. The divisions of Action Line, Public Education and Government (PEG) Television, publications, public relations and quality of life, and related duties shall be under this department.

(10) Municipal clerk. The department of municipal clerk shall perform the functions of and duties of the municipal clerk as inherent by law, and those duties referenced in the Mississippi Code Annotated (1972), as amended as belonging to the "clerk", "municipal clerk", or "city clerk". The municipal clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the clerk of council for recordation. The municipal clerk shall keep the official minutes of the proceedings of the council, shall have custody of records of the municipality, and shall be responsible for publication of all matters which require publication by law. In the absence of the municipal clerk, the duties of the municipal clerk shall be performed by that person serving as the chief deputy clerk of municipality. The municipal clerk shall plan and assign work and exercise general supervision of the deputy municipal clerks, and clerical employees that are assigned to the municipal clerk.

IT IS FURTHER ORDAINED that this Ordinance shall become effective thirty (30) days after passage and publication thereof.

Office of the City Attorney

435 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1736

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, SECTION 2-336, PARTMENTS CREATION; FUNCTIONS** is legally sufficient for placement in **NOVUS** Agenda.



Timothy Howard, City Attorney

11/6/19

Date

**City's
Exhibit 4**

1/19/2021

FW: Outstanding records requests / violations of state law - Kristen Blanchard

FW: Outstanding records requests / violations of state law

Safiya Omari

Tue 12/29/2020 12:49 PM

To: Timothy Howard <timhoward@jacksonms.gov>; Kristen Blanchard <kblanchard@cityjackson.ms.us>;

Cc: Halima J. Olufemi <holufemi@jacksonms.gov>;



From: Safiya Omari <somari@city.jackson.ms.us>
Date: Friday, September 27, 2019 at 3:17 PM
To: Kristi Moore <kristim@city.jackson.ms.us>, Virgi Lindsay <vlindsay@city.jackson.ms.us>, "Melvin Priester, Jr." <mpriester@city.jackson.ms.us>, "Chokwe A. Lumumba" <calumumba@city.jackson.ms.us>, Robert Blaine <rblaine@city.jackson.ms.us>, Timothy Howard <timhoward@city.jackson.ms.us>
Cc: Fredrick Wilson <fwilson@city.jackson.ms.us>
Subject: Re: Outstanding records requests / violations of state law

With regard to Item 1, I am not aware of any responsibility or commitment on my part to handle this matter. The request should have gone to JPD to pull the information and Legal to approve/deny it.

Dr. Safiya R. Omari
 Chief of Staff
 City of Jackson
 219 S. President St.
 Jackson, MS, 39201
 (601) 960-1508 (office)
 (769) 218-6303 (cell)
 somari@jacksonms.gov



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From: Kristi Moore <kristim@city.jackson.ms.us>
Date: Friday, September 27, 2019 at 2:56 PM
To: Virgi Lindsay <vlindsay@city.jackson.ms.us>, "Melvin Priester, Jr." <mpriester@city.jackson.ms.us>

**City's
Exhibit 5**

ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 4 AND
ADDING CHAPTER 2, ARTICLE III, DIVISION 9 OF THE JACKSON CODE OF
ORDINANCES.

CLERK OF THE CITY ATTORNEY
JACKSON, MISSISSIPPI

WHEREAS, Section 21-8-13 of the Miss. Code Ann. specifically authorizes the City Council to "...appoint a clerk of the council and deputy clerks, as necessary, who shall compile the minutes and records of its proceedings, its ordinances and resolutions as this chapter requires, and perform such duties as may be required by law...."; and

WHEREAS, pursuant to Section 21-8-23 of the Miss. Code Ann. and prevailing Attorney General opinions, the "City Clerk" (also referred to in the law as "Municipal Clerk") in a Mayor-Council form of government, is appointed by "...the mayor and confirmed by an affirmative vote of a majority of the council present and voting..."; and

WHEREAS, the City of Jackson ("City") by ordinance presently has operated with one preeminent clerk who performs the duties of both "Clerk of the Council" and "City Clerk"; and

WHEREAS, the governing authorities find it in the best interest of the City to (1) formally separate the two positions, as well as the underlying deputy positions, and (2) define the duties and responsibilities of those positions; and

WHEREAS, the governing authorities find that Sections 2-131 through 2-135 of the Jackson Code of Ordinances should be amended as follows (deleted language denoted in strikethroughs, and added language denoted in underlined italics):

Sec. 2-131. - Clerk of the Council—Appointment; responsibilities.

The clerk of the council is to be appointed by an affirmative vote of the majority of the council members present and voting, a majority vote of the council. The clerk of the council is responsible to the full council with respect to those duties inherent by law.

Sec. 2-132. - ~~Some~~ Clerk of the Council—Attendance of council meetings.

The clerk of the council shall attend all council meetings and ~~prepare or direct preparation-~~ compile or direct compilation of all minutes of the meetings. In absence of the clerk of the council, the duties of the clerk of the council shall be performed by that person serving as the chief deputy clerk of the council, of the municipality.

Sec. 2-133. - ~~Some~~ Clerk of the Council—Keeping of minutes and records.

The clerk of the council shall ~~keep~~ compile the minutes of the proceedings of the council, and records of Council proceedings, its ordinances and resolutions and perform such duties as may be required by law. However, the City Clerk shall have custody of all and records of the council, and shall be responsible for

publication of all matters which require publication by law. The minutes of the council shall be open to the public to the fullest extent allowed by law.

Sec. 2-134. - Same Clerk of the Council —Agenda and notices.

The clerk of the council shall be responsible for preparation of an agenda for all regular and special meetings and notices for same all special meetings.

Sec. 2-135. - Deputy clerks Clerks of the Council.

In addition to the personnel already authorized or as may be authorized in the future for performance of routine duties, seven deputy & chief deputy clerk of the council and seven or more deputy clerks of the council or additional employees may be employed and assigned to provide clerical support and to perform such other duties as required by councilmembers. These clerks shall be appointed in the same manner as the clerk of the council.

Sec. 2-136. - Employees of the Clerk Clerk of the Council's office.

The clerk of the council shall plan and assign work and exercise general supervision of the clerical employees chief deputy clerk of the council and deputy clerks of the council, that are assigned to the clerk.

WHEREAS, the governing authorities find that the following new Division and Sections be added to Chapter 2, Article III of the Jackson Code of Ordinances:

DIVISION 9. - CITY CLERK'S OFFICE

Sec. 2-325. - City Clerk—Appointment; responsibilities.

The City Clerk is to be appointed by the mayor and confirmed by the city council. The City Clerk is responsible for duties inherent by law. The City Clerk shall perform all the duties referenced in the Mississippi Code Annotated and the Jackson Code of Ordinances as belonging to the "Clerk," "Municipal Clerk," or "City Clerk."

Sec. 2-326. - City Clerk—Attendance of council meetings.

The City Clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the Clerk of the Council for recordation. In the absence of the City Clerk, the duties of the City Clerk shall be performed by that person serving as the Chief Deputy Clerk of the municipality.

Sec. 2-327. - City Clerk—Review of minutes and records.

The Clerk of the Council shall compile the minutes and records of all proceedings of the council, its ordinances and resolutions. The City Clerk shall keep the official minutes of the proceedings of the council, shall have custody of records of the municipality, and shall be responsible for publication of all matters which require publication by law. The minutes of the council shall be open to the public to the fullest extent allowed by law.

Sec. 2-328. - Deputy City Clerks.

In addition to the personnel already authorized or as may be authorized in the future for performance of routine duties, Deputy City Clerks or additional employees may be employed and assigned to provide clerical support and to perform such other duties as required by the governing authorities.

Sec. 2-329. - Employees of the City Clerk's office.

The City Clerk shall plan and assign work and exercise general supervision of the Deputy City Clerks and clerical employees that are assigned to the City Clerk.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT Sections 2-131 through 2-135 of the Jackson Code of Ordinances is amended to read as follows:

Sec. 2-131. - Clerk of the Council—Appointment; responsibilities.

The clerk of the council is to be appointed by an affirmative vote of the majority of the council members present and voting. The clerk of the council is responsible to the full council with respect to those duties inherent by law.

Sec. 2-132. -Clerk of the Council —Attendance of council meetings.

The clerk of the council shall attend all council meetings and compile or direct compilation of all minutes of the meetings. In absence of the clerk of the council, the duties of the clerk of the council shall be performed by that person serving as the chief deputy clerk of the council.

Sec. 2-133. -Clerk of the Council —Keeping of minutes and records.

The clerk of the council shall compile the minutes and records of its proceedings, its ordinances and resolutions and perform such duties as may be required by law. However, the City Clerk shall have custody of all said records, and shall be responsible for publication of all matters which require publication by law. The minutes of the council shall be open to the public to the fullest extent allowed by law.

Sec. 2-134. - Clerk of the Council—Agenda and notices.

The clerk of the council shall be responsible for preparation of an agenda for all regular and special meetings, and notices for same.

Sec. 2-135. - Deputy Clerks of the Council.

A chief deputy clerk of the council and seven or more deputy clerks of the council may be employed and assigned to provide clerical support and to perform such other duties as required by councilmembers. These clerks shall be appointed in the same manner as the clerk of council.

Sec. 2-136. - Employees of the Clerk of the Council's office.

The clerk of the council shall plan and assign work and exercise general supervision of the chief deputy clerk of the council and deputy clerks of the council.

BE IT FURTHER ORDAINED, THAT, the following new Division and Sections be added to Chapter 2, Article III of the Jackson Code of Ordinances:

DIVISION 9. - CITY CLERK'S OFFICE

Sec. 2-325. - City Clerk—Appointment; responsibilities.

The City Clerk is to be appointed by the mayor and confirmed by the city council. The City Clerk is responsible for duties inherent by law. The City Clerk shall perform all the duties referenced in the Mississippi Code Annotated and the Jackson Code of Ordinances as belonging to the "Clerk," "Municipal Clerk," or "City Clerk."

Sec. 2-326. - City Clerk—Attendance of council meetings.

The City Clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the Clerk of the Council for recordation. In the absence of the City Clerk, the duties of the City Clerk shall be performed by that person serving as the Chief Deputy Clerk of the municipality.

Sec. 2-327. - City Clerk—Keeping of minutes and records.

The Clerk of the Council shall compile the minutes and records of all proceedings of the council, its ordinances and resolutions. The City Clerk shall keep the official minutes of the proceedings of the council, shall have custody of records of the municipality, and shall be responsible for publication of all matters which require publication by law. The minutes of the council shall be open to the public to the fullest extent allowed by law.

Sec. 2-328. - Deputy City Clerks.

In addition to the personnel already authorized or as may be authorized in the future for performance of routine duties, Deputy City Clerks or additional employees may be employed and assigned to provide clerical support and to perform such other duties as required by the governing authorities.

Sec. 2-329. - Employees of the City Clerk's office.

The City Clerk shall plan and assign work and exercise general supervision of the Deputy City Clerks, and clerical employees that are assigned to the City Clerk.

IT IS FURTHER ORDAINED that this Ordinance shall become effective thirty (30) days after passage and publication thereof.

(LINDSAY, MOORE)

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39202-2779
Telephone: (601) 948-1788
Facsimile: (601) 948-1756

OFFICE OF THE CITY ATTORNEY

**This ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 4 AND
ADDING CHAPTER 2, ARTICLE III, DIVISION 9 OF THE JACKSON CODE OF
ORDINANCES is legally sufficient for placement in NOVUS Agenda.**

OFFICE OF THE CITY ATTORNEY
10/24/19




Timothy Howard, City Attorney

Date 10/24/19

REQUEST FOR PAYMENT

VENDOR NAME	Keith S. Miller	
ADDRESS	Gray Television, Inc.	Vendor#
	445 Dexter Avenue, Suite 7000	
	Montgomery, AL 36104	CIRCLE IF:
TAX ID # (Required if new)		PETTY CASH
MINUTE BOOK REFERENCE		NEEDED BY
ACCOUNT NUMBER	001-442.24.6419	
INVOICE DATE	10/31/22	APPROVAL
AMOUNT	\$25,000.00	Budget
INVOICE NUMBER		Accounting
Minority (Yes or No)		Reason Code

Second payment of settlement in the case of Jackson v. Gray Media Group, Inc., Civil Action No. G-2021-1090. Please pay the second payment in the amount of \$25,000.

Print Name William E. Davis	Authorized Signature 	Date 10/31/22
---------------------------------------	--	-------------------------

10/13/22, 3:48 PM

FW: Jackson v. Gray Media Group, Inc., Civil Action No. G-2021-1090 (Hinds County Chancery Court) - Mable Coleman - Outlook

Reply all Delete Report ...

FW: Jackson v. Gray Media Group, Inc., Civil Action No. G-2021-1090 (Hinds County Chancery Court)

From: Schell, Jacquelyn N. <SchellJ@ballardspahr.com>
Sent: Thursday, October 6, 2022 1:59 PM
To: Catoria P. Martin <cmartin@city.jackson.ms.us>; Lee D. Thames <ldthames@city.jackson.ms.us>
Cc: Alysson Mills <amills@millsamond.com>; Parsons, Emmy <parsonse@ballardspahr.com>; Alexandra Lovell <alovell@city.jackson.ms.us>
Subject: RE: Jackson v. Gray Media Group, Inc., Civil Action No. G-2021-1090 (Hinds County Chancery Court)

*CHASIA
10/13/22*

Hi Torri,

Understood on the date, and thank you for letting us to know. Gray Media Group, Inc., d/b/a WLBT-TV ("WLBT") is amenable to the City paying the outstanding \$145,397.50 in monthly installments of \$25,000, beginning on October 25. Please send the payments to the following address, or let me know if you need wire instructions or other information:

Keith S. Miller
Gray Television, Inc.
Vice President, Assistant General Counsel
445 Dexter Avenue, Suite 7000
Montgomery, Alabama 36104
Office: 334.229.0358

WLBT will hold off on enforcing the monetary judgment so long as those payments arrive each month as agreed. By agreeing and accepting these installment payments, WLBT is not waiving and expressly reserves its rights to enroll the Chancery Court's final judgment, pursue enforcement action(s), and/or seek to recover additional attorneys' fees or interest on the judgment amount should the City fail to make a timely payment or complete payment.

If you have any questions or would like to discuss, please let me know.

Thank you,
Jacquelyn

Jacquelyn N. Schell
She, Her, Hers
2022 Pro Bono Honor Roll - Silver
Ballard Spahr

1675 Broadway, 18th Floor
New York, NY 10019-6820
646.346.8048 DIRECT

Ballard Spahr LLP

1909 K Street, NW
12th Floor
Washington, DC 20006-2117
TEL 202.661.2200
FAX 202.661.2299
www.ballardspahr.com

Emmy Parsons
Tel: 202.661.7603
Fax: 202.661.2299
eparsons@ballardspahr.com

April 6, 2022

Via E-mail (cmartin@city.jackson.ms.us)

Catoria Martin
City Attorney
The City of Jackson
Office of the City Attorney
P.O. Box 2779
Jackson, Mississippi 39207

Re: Your April 4 letter regarding Public Records Case No. R-19-054

Dear Attorney Martin,

I write to you on behalf of Gray Media Group, Inc., d/b/a WLBT-TV ("WLBT") in response to your letter regarding the City of Jackson's efforts to comply with the August 6, 2021 Final Order of the Mississippi Ethics Commission.

Specifically, I write to address the City's offer of a \$25,000 "good faith" payment toward fulfillment of the City's obligation to "pay unto Gray Media Group, Inc. the sum of \$170,397.60 to partially reimburse it for the reasonable expenses incurred by bringing this proceeding." Final Order at 16.

WLBT appreciates the gesture, but as you are aware, in the eight months since the Ethics Commission adopted its Final Order, WLBT has not received any payment from the City. The City's failure is in direct violation of the Final Order, and WLBT is confident that should it seek to enforce its rights under the Final Order, it will be victorious.

That said, WLBT has authorized me to represent to you that should the Council vote to approve the \$25,000 payment to WLBT, WLBT is likely to accept that offer and to wait—for a time—to enforce the Final Order against the City, so that the City can continue negotiating the bond agreements, as we have discussed.

It is important, however, that the Council understand, and that any offer of payment that is presented to WLBT make clear, that nothing about WLBT's acceptance of the payment would waive WLBT's entitlement to the full \$170,397.50 awarded it by the Commission (except to the extent the \$25,000, once paid, would be counted against the outstanding amount). Further, nothing about WLBT's acceptance of the payment would waive WLBT's

meaningful insight about who they can turn to when a Department fails to provide a timely, complete response to a public records request. As a result, their only option is to reach out to an intermediary—the City Clerk’s Office—which generally lacks direct knowledge about particular requests and is tasked with fielding questions from the public about all pending requests. Therefore, WLBT requested, and the Ethics Commission ordered that the City identify a *specific* point person for each Department to whom members of the public can direct their questions about pending requests. See WLBT Br. at 30. The current list provides, for example, *twenty-eight* agents in the Public Works Department alone. How is the public to know who to contact about a specific request? The City must appoint a *single* public records officer for the City and each of its Departments who will commit to being responsible for ensuring their Department timely, and completely, fulfills any pending public records requests. WLBT also further encourages the City to publish the names and contact information for these public records officers on the City’s website so that the public is able to direct concerns about public records requests to employees who are actually equipped to assist them.

- **Weekly Public Records Reports:** We understand that you are concerned about the legality of publishing weekly reports about pending public records requests. We believe, however, that the City can, and should, publish such reports in accordance with the Final Order (and we note that this concern should have been raised during the hearing or before the Commission). WLBT specifically requested that this weekly report “include the department(s) assigned to handle the requests, the requests’ due dates, how long the City took to comply with the completed requests, and whether the City requested an extension of time from the customer.” WLBT Br. at 32, n.13. As testimony revealed, there appeared to be *hundreds* of pending—and overdue—public records requests directed to City Departments. The public is entitled to know whether the City is complying its public records obligations, particularly when it remains to be seen whether the City has reformed its actions after entry of the Final Order. To the extent you believe the City cannot publish the names or other identifying information about the requesters, then WLBT respectfully submits that the City should redact that information from these reports and otherwise comply with this provision of the Final Order.

Finally, although not reflected in the Commission’s Final Order, we encourage you to review the additional measures outlined by WLBT in its final brief to the Commission. The relief WLBT sought was based on a thorough investigation of the City’s policies, procedures and practices surrounding production of public records to members of the public. WLBT sought

Catoria Martin
April 6, 2022
Page 5

Cc: WLBT-TV



Files from Emmy Parsons at Ballard Spahr LLP

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D - City Proposed Findin...

1 MB



F - City Exs.pdf

3 MB



GovQA Logs (Truncated ...

17 MB



WBLT's Propose

1 MB



WLBT Exhibits.pdf

64 MB

0 Items Selected

**MISSISSIPPI ETHICS COMMISSION
PUBLIC RECORDS COMPLAINT NO. R-19-054**

WLBT

MR. LEMASTER

VS.

PUBLIC RECORDS COMPLAINT NO. R-19-054

CITY OF JACKSON

RESPONDENT

RESPONSE

CITY OF JACKSON 2019 POLICIES AND PROCEDURES

Providing access to public records is a duty of the City of Jackson. In furtherance of this duty, the City's governing authorities adopted its public records policy on August 2, 1983, and subsequent revisions, to establish the policies and procedures that govern access to the public's records. The City's 2019 Policies and Procedures ("2019 Policy") asked the public to submit a public records request in writing to the City utilizing an online portal dubbed GovQA. *Smith*, pg. 617-619. GovQA would then notify the City's Council Clerk upon receipt. *Id.* The Council Clerk would utilize GovQA to send the request to the City Department that stored the requested records. *Id.* That Department would then upload the requested records to the GovQA and request legal review of the same. *Id.* The City's Legal Department would review the records for exemptions. *Id.* If no exemptions applied, the Legal Department would send a message within GovQA to the Council Clerk informing the Clerk that it was acceptable to release the non-exempt records to the requester. *Id.* The requested non-exempt records would then be released to the requester after the requester paid for the records. *Id.* The 2019 Policy required the combined efforts of the Council Clerk, the City Department, City Legal and the requester to be completed within seven working days. *Id.*

Utilizing GovQA worked well for the City. *Id.* It helped increase transparency and workflow. *Id.* The workflow involved the efforts of the assigned end users within the Council

#13

ORDER ACCEPTING THE BID OF FISKE INTERNATIONAL GROUP, CORPORATION FOR A TWENTY-FOUR-MONTH SUPPLY OF SERVICES FOR CHIPPING, GRINDING, HAULING AND DISPOSAL OF VEGETATIVE DEBRIS, (BID NO. 98846-092722) (ALL WARDS)

WHEREAS, sealed bids for a twenty-four-month supply of services for chipping, grinding, hauling, and disposal of vegetative debris were opened September 27, 2022, wherein four (4) bids were received; and

WHEREAS, the Solid Waste Division will use these services to free up much needed disposal space at the City of Jackson's Class I Rubbish Site; and

WHEREAS, the contractor will be on site throughout the year at the City's landfill, to chip, grind and haul vegetative debris for disposal; and

WHEREAS, the Solid Waste Division of the Department of Public Works has reviewed all bids submitted and recommends that the governing authorities deem the bid submitted by Fiske International Group, Corporation, 50 Northtown Drive, Jackson, MS 39211, received September 27, 2022, to be the overall lowest and best bid received, as follows:

<u>COMPANY NAME</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE PER CUBIC YARD</u>
Fiske International Group, Corp. 50 Northtown Drive Jackson, MS 39211	1.	Unit price per cubic yard to load & transport debris from city site to vendor's reduction site.	\$1.50
	2.	Unit price per cubic yard to chip/grind debris.	\$4.50
	3.	Unit price per cubic yard to dispose of debris	\$1.40
	4.	Percentage paid per unit to city for sale of reduced material as mulch	\$0.40/cy-mulch

IT IS, THEREFORE, ORDERED that the bid of Fiske International Group, Corporation, 50 Northtown Drive, Jackson, MS 39211, for a twenty-four-month supply of services for chipping, grinding, hauling and disposal of vegetative debris, beginning upon approval of council and proceeding for the next twenty-four months with an option for a one-year extension, meets the City's specifications and is accepted as the overall lowest and best bid received, as follows:

Item #
Date:
By: Wright, Lumumba

Agenda Item No. 13
December 20, 2022
(Wright, Lumumba)

<u>COMPANY NAME</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE PER CUBIC YARD</u>
Fiske International Group, Corp. 50 Northtown Drive Jackson, MS 39211	1.	Unit price per cubic yard to load & transport debris from city site to vendor's reduction site.	\$1.50
	2.	Unit price per cubic yard to chip/grind debris.	\$4.50
	3.	Unit price per cubic yard to dispose of debris	\$1.40
	4.	Percentage paid per unit to city for sale of reduced material as mulch	\$0.40/cy-mulch



IT IS FURTHER ORDERED that payment for said landfill services will be made from the Solid Waste Enterprise Fund in an amount not to exceed \$300,000.00 annually.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 179
Jackson, Mississippi 39202-0179
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE BID OF FISKE INTERNATIONAL GROUP, CORPORATION FOR A TWENTY-FOUR-MONTH SUPPLY OF SERVICES FOR CHIPPING, GRINDING, HAULING AND DISPOSAL OF VEGETATIVE DEBRIS, (BID NO. 98846-092722) (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.


CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel 

12/15/22
DATE

#14

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ENVIRONMENTAL MANAGEMENT PLUS, INC. FOR ENVIRONMENTAL TESTING FOR RENOVATION AND IMPROVEMENT WORK AT FIRE STATIONS 6, 7, 10, 11 AND 23.

WHEREAS, the City of Jackson solicited proposals for hazardous material consulting services for renovation and improvement projects at City Fire Stations 6, 7, 10, 11, and 23; and

WHEREAS, two proposals for sampling, testing, and reporting services were received; and

WHEREAS, Environmental Management Plus, Inc. submitted the best proposal at a cost of \$22,500.00; and

WHEREAS, the Engineering Division of the Department of Public Works recommends that the governing authorities authorize a contract with the best proposal of Environmental Management Plus, Inc. in the amount of \$22,500.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Environmental Management Plus, Inc. for hazardous material consulting services to include sampling, testing, and reporting services at City Fire Station 6, 7, 10, 11, and 23 in an amount not to exceed \$22,500.00.

Agenda Item No. 14
December 20, 2022
(Wright, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 14, 2022
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Contract with Environmental Management Plus, Inc. for environmental testing work at five fire stations
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 7. Quality of Life
3.	Who will be affected	Citizens and community served.
4.	Benefits	Renovations and improvements at Fire Stations 6, 7, 10, 11 and 23
5.	Schedule (beginning date)	Upon approval by the City Council
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Wards 3, 4, 5 and 7 Fire Station 6 (W Capitol St at the Jackson Zoo) Fire Station 7 (4265 N State St) Fire Station 10 (355 W Woodrow Wilson Ave) Fire Station 11 (3860 Terry Rd) Fire Station 23 (2640 Raymond Rd)
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works / Engineering Division
8.	COST	Not to Exceed \$22,500.00.
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	CDBG 085 92110 6419 or 6823 \$22,500.00
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Robert Lee
City Engineer
Date: November 28, 2022
Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item for environmental testing necessary in advance of potential roof replacement and interior repairs and upgrades at five stations. The Jackson Fire Department has identified various roof and interior repairs and upgrades at Stations 6, 7, 10, 11, and 23. The proposed work is eligible for CDBG funding. As a condition of potential CDBG funding, the buildings must be inspected and tested for asbestos, lead -based paint, and related materials. The Engineering Division solicited two quotes and the quote of Environmental Management Plus for of \$22,500.00 was the lower of the two quotes.


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 2700
Jackson, Mississippi 39202-2700
Telephone: (601) 900-1700
Facsimile: (601) 900-1700
12/15/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ENVIRONMENTAL MANAGEMENT PLUS, INC. FOR ENVIRONMENTAL TESTING FOR RENOVATION AND IMPROVEMENT WORK AT FIRE STATIONS 6, 7, 10, 11 AND 23** is legally sufficient for placement in NOVUS Agenda.



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

12/15/22
DATE

#15

OFFICE OF THE CITY ATTORNEY

**ORDER RATIFYING AN EXTENSION OF A CONTRACT WITH
ADVANTAGE BUSINESS SYSTEMS FOR THE RENTAL OF A KONICA
MINOLTA BIZHUB C458 COPIER/PRINTER FOR THE WATER-SEWER
ENGINEERING DIVISION**

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works previously entered into a contract with Advantage Business Systems to rent a Konica Minolta Bizhub C458 Copier/Printer; and

WHEREAS, due to supply chain issues and manufacturing backlogs, a replacement copier/printer was not available for rental at the expiration of the current rental contract and continues to be unavailable currently; and

WHEREAS, Advantage Business Systems has agreed to an extension of the existing rental contract for an additional twelve (12) months due to the supply chain issues and manufacturing backlogs; and

WHEREAS, the existing contract expired as of May 2022 without the ratification of an extension for twelve (12) months; and

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works recommends ratifying this extension for a period beginning May 11, 2022 through May 10, 2023 at a cost of \$228.00 per month for equipment and \$51.40 per month for maintenance to include 3000 black and white copies per month with overages billed at \$0.0073 per copy, and 500 color copies per month with overages billed at \$0.059 per copy.

IT IS, THEREFORE, ORDERED that the extension of a contract for the rental of a Konica Minolta Bizhub C458 from Advantage Business Systems is hereby ratified consistent with the terms set forth above for a term beginning May 11, 2022 and ending May 10, 2023.

Agenda Item No. 15
December 20, 2022
(Wright, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
12/13/2022**

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER RATIFYING AN EXTENSION OF A CONTRACT WITH ADVANTAGE BUSINESS SYSTEMS FOR THE RENTAL OF A KONICA MINOLTA BIZHUB C458 COPIER/PRINTER FOR THE WATER-SEWER ENGINEERING DIVISION
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 6
3.	Who will be affected	Customers of the Sewer Utility
4.	Benefits	Allows the Water-Sewer Engineering Division to continue performing its duties
5.	Schedule (beginning date)	Upon approval ABS will invoice City for previously provided rental under the Agreement.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	N/A
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	
8.	COST	\$279.40 per month plus and copy overages
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Water -Sewer O&M Fund
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 _____

Council Agenda Item Memorandum

To: Hon. Chokwe Antar Lumumba, Mayor

From: Robert Lee
City Engineer

**Re: ORDER RATIFYING AN EXTENSION OF A CONTRACT WITH ADVANTAGE
BUSINESS SYSTEMS FOR THE RENTAL OF A KONICA MINOLTA BIZHUB
C458 COPIER/PRINTER FOR THE WATER-SEWER ENGINEERING DIVISION**

Background:

This is an agenda item to extend an existing copier agreement. Due to supply chain issues and manufacturing delays, new copiers are backlog. This extension of an existing contract is necessary to provide the Water-Sewer Utility Engineering Division with a copier needed for their work.


Please let me know if you have any questions.


Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39202
Telephone (601) 960-1799
Facsimile (601) 960-1756
12/15/22

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AN EXTENSION OF A CONTRACT WITH ADVANTAGE BUSINESS SYSTEMS FOR THE RENTAL OF A KONICA MINOLTA BIZHUB C458 COPIER/PRINTER FOR THE WATER-SEWER ENGINEERING DIVISION** is legally sufficient for placement in NOVUS Agenda.



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

12/15/22

DATE

#16

**ORDER AMENDING THE FISCAL YEAR 2022-2023
BUDGET OF THE DEPARTMENT OF PUBLIC WORKS,
SOLID WASTE DIVISION**

WHEREAS, certain unbudgeted needs and allocations in the amount of \$600,000.00 have arisen since the adoption of the Fiscal Year 2022-2023 City of Jackson Budget for the Department of Public Works, Solid Waste Division; and

WHEREAS, the Fiscal Year 2022-2023 City of Jackson Budget needs to be amended to provide funding for these unbudgeted needs by moving budgeted funds within the Solid Waste Fund where they are needed to fund additional, unfunded contractual services; and

WHEREAS, additional funding \$300,000.00 is needed for the chipping and grinding contract that is necessary to reduce the volume of vegetative debris at the City rubbish facility, which will assist in maintaining compliance with environmental regulations of rubbish facilities enforced by the Mississippi Department of Environmental Quality; and

WHEREAS, no money was budgeted for a litter pickup contract to assist in maintaining the appearances of City roadways and an amount of \$300,000.00 is needed to fund this litter pickup contract for the year; and

WHEREAS, the additional funding for the chipping and grinding contract will be transferred from the budget line item for equipment in the Sanitation Fund; and

WHEREAS, the funding for the litter contract will be transferred from the budget line item of solid waste disposal in the Sanitation Fund; and

WHEREAS, the following funds are being amended:

009-455.10.6426	\$300,000.00
009-506.10.6872	\$300,000.00
009-506.10-6419	\$600,000.00

IT IS, THEREFORE, ORDERED that the Fiscal Year 2020-2021 Budget of the Department of Public Works, Solid Waste Division be amended as follows:

To/From	Fund/Account Number	Amount
From:	009-455.10.6426	\$300,000.00
To:	009-506.10-6419	\$300,000.00

Agenda Item No. 16 December 20, 2022 (Wright, Lumumba)
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From: 009-455.10.6426 \$300,000.00


To: 009-506.10-6419 \$300,000.00

Office of the City Attorney

~~OFFICE OF THE CITY ATTORNEY~~
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39202-2779
Telephone: (601) 960-1756
Facsimile: (601) 960-1756
2/15/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 

12/15/22

DATE

#17

ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET OF THE GENERAL GOVERNMENT – OFFICE OF THE CITY ATTORNEY

WHEREAS, the Office of the City Attorney Fiscal Year 2022-2023 budget needs to be amended to provide essential funds to salaries due to the addition of the Civil Service Commission to the Office of the City Attorney budget and other budgetary needs for recruitment and retention; and

WHEREAS, the Office of the City Attorney Fiscal Year 2022-2023 budget needs to be amended to provide funds to the line item established for computer software equipment;

IT IS, THEREFORE, ORDERED that the Fiscal Year 2022-2023 Budget be amended in the amount of \$60,000.00 for salaries and \$14,000 for the computer line item

To/From	Fund/Account Number	Amount
To:	001-407.00-6111	\$60,000.00
From:	001-407.00-6414	(\$60,000.00)
To:	001-407.00-6242	\$14,000.00
From:	001-407.00-6414	(\$14,000.00)

Agenda Item No. 17 December 20, 2022 (Wright, Lumumba)
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Post Office Box 2779
Jackson, Mississippi 39207
Telephone 601-960-1799
Facsimile 601-960-1756
Facsimile 601-960-0321

OFFICE OF THE CITY ATTORNEY

**ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET OF THE
GENERAL GOVERNMENT – OFFICE OF THE CITY ATTORNEY**
is legally sufficient for placement in NOVUS Agenda.

12-14-22

CATORIA MARTIN, *City Attorney*

DATE

#18

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
ABOLISHING THE JACKSON REDEVELOPMENT 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 Redevelopment Authority has ceased to operate in the manner for which it was created; and

WHEREAS, the City of Jackson would be better served with another method of economic development; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson Redevelopment be abolished.

THEREFORE, IT IS HEREBY ORDERED, the City Council of Jackson, Mississippi hereby abolishes the Jackson Redevelopment Authority.

SO ORDERED, this the _____ day of December, 2022.

Agenda Item # 18
Agenda Date: December 20, 2022
BY: STOKES

#19

RESOLUTION ADOPTING THE 2023 REGULAR COUNCIL MEETING SCHEDULE OF THE JACKSON CITY COUNCIL. (S.JORDAN, FOOTE)

WHEREAS, Section 21-8-11(2) of the Mississippi Code Annotated (1972), as amended, specifies that, under the mayor-council form of government, that “regular public meetings of the council shall be held on the first Tuesday after the first day of July after the election of the members of the council that is not on a weekend and at least monthly thereafter on the first Tuesday after the first Monday in each month, or at such other times as the council by order may set; and

WHEREAS, Jackson Code of Ordinances, Section 2-62(b), states that “regular meetings of the council shall be held on every other Tuesday at 10:00 a.m.; and

WHEREAS, Section 2-62(b) further states that at 4:00 p.m. on each Monday preceding a regular Tuesday council meeting the council will also hold a planning session to discuss the business to be considered at the following regular Tuesday council meeting; and

WHEREAS, the Office of the Clerk of the Council has determined the 2023 Regular Council Meeting Schedule of the Jackson City Council, pursuant to the above-referenced statute and ordinances, as follows:

2023

Regular City Council Meeting Schedule

City Council Regular Meeting Dates	Time of Meeting
January 3, 2023	10:00 a.m.
January 17, 2023	10:00 a.m.
January 31, 2023	10:00 a.m.
February 14, 2023	10:00 a.m.
February 28, 2023	10:00 a.m.
March 14, 2023	10:00 a.m.
March 28, 2023	10:00 a.m.
April 11, 2023	10:00 a.m.
April 25, 2023	10:00 a.m.
May 9, 2023	10:00 a.m.
May 23, 2023	10:00 a.m.
June 13, 2023	10:00 a.m.
June 27, 2023	10:00 a.m.
July 11, 2023	10:00 a.m.
July 25, 2023	10:00 a.m.
August 8, 2023	10:00 a.m.
August 22, 2023	10:00 a.m.
September 12, 2023	10:00 a.m.
September 26, 2023	10:00 a.m.
October 10, 2023	10:00 a.m.
October 24, 2023	10:00 a.m.
November 7, 2023	10:00 a.m.
November 21, 2023	10:00 a.m.
December 5, 2023	10:00 a.m.
December 19, 2023	10:00 a.m.

Agenda Item No. 19
December 20, 2022
(S.JORDAN, FOOTE)

#20

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, October 25, 2022 and November 22, 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. 20
December 20, 2022
(Jackson City Council)

#21

ORDER APPOINTING FRANCIS BRIDGES DEPUTY CLERK OF COUNCIL ON A PART-TIME BASIS.

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

WHEREAS, after evaluating her qualifications and experience, the governing authorities for the City of Jackson have determined that *Francis Bridges* is a suitable person to serve as Deputy Clerk of the Council.

IT IS HEREBY ORDERED that *Francis Bridges* shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on December 20, 2022.

IT IS HEREBY ORDERED that the compensation to be paid *Francis Bridges* upon commencement of her service as Deputy Clerk of the Council shall be \$15.23 per hour at a maximum of 20 hours per week or \$15,838.16 annually excluding any applicable fringe benefits.

IT IS HEREBY ORDERED that *Francis Bridges* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

IT IS HEREBY ORDERED that no contract shall be construed as resulting from the appointment of *Francis Bridges* as Deputy Clerk of the Council.

IT IS HEREBY ORDERED that Mississippi's law concerning at will employment shall remain unchanged by the appointment of as *Francis Bridges* Deputy Clerk of the Council.

Agenda Item: 21
Date December 20, 2022
By: JACKSON CITY COUNCIL

#22

ORDER RATIFYING THE PAYMENT OF AN INVOICE FOR CERTAIN COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC.

WHEREAS, on March 14, 2020, the Governor of the State of Mississippi, pursuant to Section 35-15-11(b)(17) of the Mississippi Code of 1972, as amended, declared that a state of emergency exists within the State of Mississippi because of the spread of the COVID-19 virus; and

WHEREAS, the Mayor of the City of Jackson declared a civil emergency in the City of Jackson pursuant to Section 45-17-3 of the Mississippi Code based on the COVID-19 pandemic beginning March 16, 2020; and

WHEREAS, the Jackson City Council declared a state of local emergency throughout the City of Jackson, and the areas encompassed by the boundaries of the City of Jackson pursuant to Section 33-15-17(d) of the Mississippi Code based on the COVID-19 pandemic beginning March 16, 2020; and

WHEREAS, City of Jackson personnel procured various emergency services and commodities pursuant to Section 31-7-13(k) of the Mississippi Code of 1972, in full cooperation with the March 16, 2020 Proclamation of Civil Emergency; and

WHEREAS, said services and commodities were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts as follows:

A2Z PRINTING 2125 TV ROAD JACKSON, MS 39204	Signage for COVID-19 Vaccination Day	\$300.00
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IT IS, THEREFORE, ORDERED, payment of the invoices identified herein for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic is hereby authorized.

Agenda Item No. 22
December 20, 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 RATIFYING THE PAYMENT OF AN INVOICE FOR CERTAIN COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney

Date

#23

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48) MONTH RENTAL AGREEMENT AND RELATED DOCUMENTS WITH ADVANTAGE BUSINESS SYSTEMS TO BE USED BY THE MAYOR'S OFFICE.

WHEREAS, the Mayor's Office desires to enter into a 48-month rental agreement for a copier and scanner; and

WHEREAS, Advantage Business Systems has agreed to provide a Konica Minolta Bizhub C360i Digital Color Copier System and Scanner with auxiliary equipment through State of Mississippi Contract #8200062059; and

WHEREAS, Advantage Business Systems Company is located at 5442 Executive Place, Jackson, MS 39206; and

WHEREAS, it is the recommendation of the Mayor's Office that this contract be approved.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the forty-eight month rental agreement and related documents with Advantage Business Systems to rent the Konica Minolta Bizhub C360i Digital Color Copier System and Scanner with certain auxiliary equipment required to meet those special needs of the Mayor's Office as related to the functions of said division, at a cost of \$481.00 per month for the copier and scanner, plus a copy charge of \$.0079 for all (black and white) and \$.055 (color) per copy to include: labor, parts, toner, finisher with hole punch.

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

Agenda Item No.
December 20, 2022
(Lumumba)
#23

aOffice of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48) MONTH RENTAL AGREEMENT AND RELATED DOCUMENTS WITH ADVANTAGE BUSINESS SYSTEMS TO BE USED BY THE MAYOR'S OFFICE is legally sufficient for placement in NOVUS Agenda.

s/Catoria Martin, *City Attorney*

12/16/2022

**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 (Office of the Mayor) (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 environment 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 Office of the Mayor
Name
Title Office Coordinator
Address 219 S President St.
City, State, & Zip Code Jackson, MS 39201

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

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

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

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

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

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

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

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

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

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

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

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

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

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform service 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: City of Jackson

By: _____
Authorized Signature

Printed Name: Chokwe Antar Lumumba

Title: Mayor

WITNESS:

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

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

State Contract Number: 8200062059

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson (Office of the Mayor)

Bill to Address: P O Box 17, Jackson, MS 39205-0017

Ship to Address: 219 S. President St.
Jackson, MS 39201

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Bizhub C360I FSS39 + RU513 DK516 Desk FK514 Fax PK524 Punch	\$193.00

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48 months
Start Date:
End Date:

Modifications: Maintenance billed @ \$.0079 for all b/w copies and all color billed @ \$.055 per page.


Vendor Signature

Customer Signature

#24

RESOLUTION DESIGNATING APPLICANT AGENT FOR PUBLIC ASSISTANCE ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on August 25, 2022, a local emergency was declared by the governing authorities of the City of Jackson, Mississippi due to the threat of extensive rainfall and extreme flooding; and

WHEREAS, in order for the City of Jackson, Mississippi to receive public assistance from the Mississippi Emergency Management Agency and the Federal Emergency Management Agency, an applicant agent must be designated to act on behalf of the City; and

WHEREAS, the applicant agent cannot be the Certifying Official, which is Mayor Chokwe Antar Lumumba; and

WHEREAS, the Administration recommends Fidelis Malembeka be designated as the Applicant Agent for Public Assistance.

IT IS, THEREFORE, ORDERED that Fidelis Malembeka is designated as the Applicant Agent for Public Assistance for the declared local emergency declared on August 25, 2022 and for all future disasters unless otherwise stated.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the Federal Funding Accountability and Transparency Act of 2006 Reporting Form, Designation of Applicant Agent for Public Assistance Form, State-Local Disaster Assistance Agreement, and any and all other documents related to the same.

Agenda Item No.
December 20, 2022
(Lumumba)
#24

aOffice of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207 2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1786

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION DESIGNATING APPLICANT AGENT FOR PUBLIC ASSISTANCE ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.

s/Catoria Martin, City Attorney

12/16/2022

DESIGNATION OF APPLICANT AGENT FOR PUBLIC ASSISTANCE

Federal Disaster Number: FEMA- -DR-MS

Entity's Name: _____

Governing Body Type: _____

Applicant Agent Information

Name: _____

Official Title: _____

Address: _____

City/State/Zip: _____

Work Phone: _____

Cell Phone: _____

Email Address: _____

On behalf of the Agency listed above, the designated Applicant Agent is authorized to execute applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93.228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

Certifying Official Information (Cannot be the same as the Applicant Agent):

Name: _____

Title: _____

Date: _____

Signature: _____

A certified copy of the Board Meeting Minutes/Resolution designating the Applicant Agent is attached.

Examples of Governing Body Type are Board of Supervisors, City Council, Executive Counsel, etc.



STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA- -DR-MS

APPLICANT FIPS #:

APPLICANT NAME:

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNP's who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Super Circulars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 – Super Circular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The Applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
25. The Applicant shall first endeavor to settle any controversy or claim arising from or relating to this Agreement, or the breach thereof, directly with the Executive Director of MEMA, or designated representative, before exhausting any other remedies or appeals to other governing authorities.

Certifying Official (Cannot be the Applicant Agent):

NAME (Print)	SIGNATURE	DATE
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Applicant Agent:

NAME (Print)	SIGNATURE	DATE
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**MEMA Only
Governor's Authorized Representative:**

Stephen C. McCraney, Executive Director NAME	SIGNATURE	DATE
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FFATA Reporting Form

Federal Funding Accountability and Transparency Act of 2006

(This requirement is for all grant funding received)

1.) Applicant: _____ 2.) DUNS + 4: _____

3.) Registered in SAM (System of Award Management): Yes No

4.) Physical Address Associated w/ DUNS #

Street _____

City _____ State _____

9-digit Zip (Must have 9 digit) _____ - _____ Country _____

5a.) Is your annual gross revenue made up of 80% or more in U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? _____

b.) Do you receive \$25 Million or more in annual gross revenue from U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? _____

6.) Is salary information for all top management positions available to public on SEC.gov?

7.) Do you subaward any grant funds received from MEMA? _____

8.) Applicant Point of Contact

Name:
Agency:
Title:
Phone:
Mailing Address:
City/State/Zip:
Email:

I, _____ hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate.

For MEMA Office Use Only

Grant Award Name _____ Grant Award ID# _____

Grant Award Amount _____ Date Obligated _____ Project # _____ Revision# _____

MEMA Officials Initials _____ Entered into FSRS.gov by _____

Date Entered _____