

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, FEBRUARY 14, 2023 10:00 A.M.**

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on February 14, 2023, being the second Tuesday 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, Vice-President, Ward 2; Kenneth Stokes, Ward 3; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5; Aaron Banks, Ward 6 and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Mosley-Jordan, Clerk of Council, Sabrina Shelby, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: None.

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

The invocation was offered by **Pastor Daniel Awabdy of Hilltop Church**.

The Council recited the **Pledge of Allegiance**.

APPROVAL OF THE JANUARY 17, 2023 REGULAR COUNCIL MEETING MINUTES.

Vice President Lee moved adoption; **Council Member Banks** seconded.

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

APPROVAL OF THE JANUARY 23, 2023 REGULAR ZONING COUNCIL MEETING MINUTES.

Vice President Lee moved adoption; **Council Member Banks** seconded.

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

APPROVAL OF THE JANUARY 26, 2023 SPECIAL COUNCIL MEETING MINUTES.

Vice President Lee moved adoption; **Council Member Banks** seconded.

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

President Foote requested that Agenda Item No. 29 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
RECOGNIZING AND SUPPORTING THE EXCLECISA GOSPEL MUSIC
SHOWCASE EXTRAVAGANZA.**

WHEREAS, the 22nd Annual Exclesisa Gospel Music Showcase Extravaganza is slated to be held March 2-4, 2023 at the Hilton Jackson – 1001 E. County Line Road Jackson, MS 39211, is an event designed to help educate performing artists that aspire to become professional gospel entertainers, as well as provide a platform for growth mindset speakers to inspire and motivate audiences. This event will attract gospel musicians and artists both locally and internationally here to Jackson, MS to showcase their talents, network with industry professionals, and secure future opportunities; and

WHEREAS, Ester Wooten is a proud longtime resident of Jackson, MS and is the CEO of Exclesisa Booking Agency representing National Gospel groups such as The Canton Spirituals and The Jackson Southernaires, founded and held The Exclesisa Gospel Music Showcase Extravaganza here in Jackson for the first several years after its inception. She ventured out in recent years and hosted the event in several other cities including Memphis, TN., Hammond, LA., and Olive Branch, MS., but has decided to bring the Exclesisa Gospel Music Showcase Extravaganza back home to Jackson, MS; and

WHEREAS, past events have attracted over 10,000 attendees within the three-day period, this year’s event is expected to shatter previous attendance numbers because of the stellar lineup of appearances including Grammy Award Winner Bishop Marvin Winans, of The Perfecting Church; Detroit Michigan, Grammy Award Winner Dr. Bobby Jones, Grammy Nominated Dr. Harvey Watkins Jr., of the Canton Spirituals, the legendary Spencer Taylor & the Highway QC’s, and many others; and

WHEREAS, the Exclesisa Gospel Music Showcase Extravaganza aims to help increase revenue for local businesses to help mitigate the negative economic effect COVID-19 had on many businesses, while also serving the community by donating non-perishable items to local food banks and donating toiletries to the Hope House of Hospitality.

NOW, THEREFORE BE IT RESOLVED that Councilman Aaron Banks and his Jackson City Council colleagues recognize and support Ester Wooten and the 22nd Annual Exclesisa Gospel Music Showcase Extravaganza on their continued commitment to promote gospel music while bringing the community closer together.

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

President Foote recognized **Ester Wooten** and **Harvey Watkins Jr.**, who provided a brief overview of said item.

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

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

President Foote recognized **Council Member Banks** who moved, seconded by **Council Member Hartley**, to suspend the rules to allow non-agenda public comments. The motion prevailed by the following vote:

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

The following individuals provided public comments during the meeting:

- **Mary Washington** expressed concerns regarding issues with the water bill for a property that is being restored on East Fortification Street.

- **Oliver O’Quinn** expressed concerns regarding suspected drug activity near a daycare on Woodland Hills.

- **Lee Bernard** expressed concerns regarding a water leak on Fairway Cove in the Brookwood neighborhood.

ORDER APPROVING CLAIMS NUMBER 28454 to 28516 APPEARING AT PAGES 255 TO 287 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$14,646,666.47 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 28454 to 28516 appearing at pages 255 to 287, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$14,646,666.47 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

IT IS FURTHER ORDERED that there is appropriated from the various funds the sums necessary to be transferred to other funds for the purpose of paying the claims as follows:

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	1,178,426.02
SEIZURE & FORF PORP-STATE	11,850.00
TECHNOLOGY FUND	632,338.92
PARKS & RECR. FUND	143,083.03
LANDFILL SANITATION FUND	886,505.88
FIRE PROTECTION	338,835.54
STATE TORT CLAIMS FUND	1,070.00
WATER/SEWER OP & MAINT FUND	314,667.90
REPAIR & REPLACEMENT FUND	18,025.96
EMPLOYEES GROUP INSURANCE FUND	108,071.07
KELLOGG FOUNDATION PROJECT	6,041.67
PAYROLL FUND	2,011.78
HOUSING COM DEV ACT (CDBG) FD	607.21
UNEMPLOYMENT COMPENSATION REVO	5,754.95
HOME PROGRAM FUND	362.33
TITLE III AGING PROGRAMS	199,570.00
INFRASTRUCTURE BOND 2020 \$32M	131,580.16
1% INFRASTRUCTURE TAX	248,366.12
TRANSPORTATION FUND	635,246.71
RESURFACING-REPAIR & REPL. FD	103,329.50
DRAINAGE – REPAIR & REPL. FD	4,967.00
G O PUBLIC IMP 2003 B & I (\$20M)	1,573,340.52
2010 GO REFUNDING/RESTRUCTURIN	1,300,608.25
2018 TIF BOND \$1.7M – WESTIN	192,460.00
P E G ACCESS – PROGRAMMING FUND	563.43
CONVEN REFUNDING SERIES 2013A	2,519,843.75
MODERNIZATION TAX	1,898,878.57
2020 ED BRYNE MEMORIAL JUSTIC	42,084.00

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2021 G.O. REFUNDING BOND	1,951,125.00
ZOOLOGICAL PARK	15,427.04
LIBRARY FUND	171,704.16
DFA-SB2971-PETE BROWN GOLF	9,920.00
TOTAL	<u>\$14,646,666.47</u>

Vice President Lee moved adoption; Council Member Grizzell seconded.

President Foote recognized Fidelis Malembeka, Chief Financial Officer, who recommended an amendment on claims to add a payment in the amount of \$4,000.00 to Square 9 Softworks.

President Foote recognized Angela Harris, Municipal Clerk, who provided a brief overview of the payment to Square 9 Softworks.

President Foote recognized Council Member Stokes who moved; seconded by Vice President Lee to amend said order to reflect the changes as stated by Fidelis Malembeka, Chief Financial Officer. The motion prevailed by the following vote:

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

Nays – None.

Absent – None.

President Foote recognized Fidelis Malembeka, Chief Financial Officer, who provided a brief overview of the larger claims.

Thereafter, President Foote, called for a vote of said item as amended:

ORDER APPROVING CLAIMS NUMBER 28454 to 28516 APPEARING AT PAGES 255 TO 287 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$14,650,666.47 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 28454 to 28516 appearing at pages 255 to 287, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$14,650,666.47 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

IT IS FURTHER ORDERED that there is appropriated from the various funds the sums necessary to be transferred to other funds for the purpose of paying the claims as follows:

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	1,182,426.02
SEIZURE & FORF PORP-STATE	11,850.00
TECHNOLOGY FUND	632,338.92
PARKS & RECR. FUND	143,083.03
LANDFILL SANITATION FUND	886,505.88
FIRE PROTECTION	338,835.54
STATE TORT CLAIMS FUND	1,070.00
WATER/SEWER OP & MAINT FUND	314,667.90
REPAIR & REPLACEMENT FUND	18,025.96
EMPLOYEES GROUP INSURANCE FUND	108,071.07

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PAYROLL FUND	2,011.78
HOUSING COM DEV ACT (CDBG) FD	607.21
UNEMPLOYMENT COMPENSATION REVO	5,754.95
HOME PROGRAM FUND	362.33
TITLE III AGING PROGRAMS	199,570.00
INFRASTRUCTURE BOND 2020 \$32M	131,580.16
1% INFRASTRUCTURE TAX	248,366.12
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ZOOLOGICAL PARK	15,427.04
LIBRARY FUND	171,704.16
DFA-SB2971-PETE BROWN GOLF	9,920.00
TOTAL	<u>\$14,650,666.47</u>

Yeas – Foote, Grizzell, Lee and Lindsay.
Nays – Hartley and Stokes.
Absent – Banks.

Note: Council Member Banks left the meeting during the discussion.

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 28454 TO 28516 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 28454 to 28516 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$105,454.73 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

IT IS FINALLY ORDERED that the following expenditures from the accounts payable fund be made in order to pay amounts transferred thereto from the payroll fund for payment of the payroll deduction claims authorized herein for payment:

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,317,770.15
PARKS & RECR FUND		104,065.92
LANDFILL FUND		18,939.18
SENIOR AIDES		3,440.23
WATER/SEWER OPER & MAINT		244,089.47
PAYROLL	105,454.73	
HOUSING COMM DEV		8,218.37
TITLE III AGING PROGRAMS		5,965.51

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TRANSPORTATION FUND		18,433.75
PEG ACCESS-PROGRAMMING FUND		5,464.87
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		30,407.89
AMERICAN RESCUE PLAN ACT 2021		10,772.07
TOTAL		\$2,774,973.12

Council Member Stokes moved adoption; **Vice President Lee** seconded.

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

ORDER OF THE MAYOR OF JACKSON, MISSISSIPPI TO RETAIN LEGAL COUNSEL.

WHEREAS, on February 1, 2023, the Mayor was named as a defendant in the lawsuit styled “The City Council of Jackson, Mississippi v. Chokwe A. Lumumba in his Official Capacity” in the Chancery Court of Hinds County, First Judicial District, Cause No. 1:23-CV-00103; and

WHEREAS, pursuant to Miss. Code Ann. § 21-15-25, the governing authorities may employ counsel to represent the interest of the municipality, should the occasion require, and the determination as to whether a particular service is outside the scope of the regular duties and employment contract of the municipal attorney is a factual one to be made by the governing authorities. MS AG Op., Magee (November 14, 1997); and

WHEREAS, based on the facts presented at this time, the Mayor should retain independent legal counsel to represent his interests in The City Council of Jackson, Mississippi v. Chokwe A. Lumumba in his Official Capacity” in the Chancery Court of Hinds County, First Judicial District, Cause No. 1:23-CV-00103; and

WHEREAS, the Law Office of Robert E. Higbee, PLLC, Gerald K. Evelyn Attorney & Counselor, and the Law Office of Felecia Perkins, PA are highly experienced with the subject matter involved in this case and have agreed to perform services for the Mayor of Jackson, MS at an hourly rate not to exceed \$350.00 per hour, based on the skill and experience of the assigned counsel for the charge tasked.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to retain the Law Office of Robert E. Higbee, PLLC, Gerald K. Evelyn Attorney & Counselor, and the Law Office of Felecia Perkins, PA as independent legal counsel of the Mayor of Jackson at an hourly rate not to exceed \$350.00 per hour based upon the skill and experience of the assigned counsel for the purpose of representing the Mayor and his interests to undertake such actions as deemed appropriate for and on behalf of, and to assist, the Mayor.

Council Member Grizzell moved adoption; **Vice President Lee** seconded.

Yeas – Grizzell.
Nays – Foote, Hartley, Lindsay and Stokes.
Abstention – Lee.
Absent – Banks.

Note: Said item failed for a lack of a majority vote.

Note: **Council Member Banks** returned to the meeting.

ORDER APPROVING THE MUNICIPAL DEPOSITORY BID NOTICE FOR THE CITY OF JACKSON FOR 2023 AND 2024.

WHEREAS, the City is required to meet statutory requirements for public funds depositories and complete the municipal depository process when the contract ends or at a minimum of every two (2) years as required by state law; and

WHEREAS, Section 27-105-305 of the Mississippi Code of 1972, as amended, mandates that municipal authorities approve the bid notice, which shall give notice, to all financial institutions within the City of Jackson insured by the Federal Deposit Insurance Corporation (or any successor thereof); and

WHEREAS, a copy of the proposed bid notice is attached for consideration and approval by the governing authorities for the City; and

WHEREAS, municipalities are required to publish bid notice only once in a newspaper within the City for the initial bidding process.

IT IS, THEREFORE, ORDERED that the Department of Administration shall publish said bid notice in accordance with 27-105-305 the MS Code of 1972, as amended.

Vice President Lee moved adoption; **Council Member Grizzell** seconded.

President Foote recognized **Fidelis Malembeka, Chief Financial Officer**, and **Terry Williamson, Legal Counsel**, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING A RENEWAL WITH 3P BENEFITS SOLUTIONS, LLC, AS ADMINISTRATOR OF A "CAFETERIA PLAN" FOR THE CITY OF JACKSON PURSUANT TO SECTION 125 OF THE INTERNAL REVENUE CODE, AND AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS RELATED THERETO.

WHEREAS, Section 125 of the Internal Revenue Code (IRC) provides for implementation of an Employee Benefits Plan, generally called a "Cafeteria Plan", which enables an employee to choose from a menu of certain eligible fringe benefits and to pay for said benefits with pre-tax dollars; and

WHEREAS, the City of Jackson provides or offers the Cafeteria Plan to its employees; and

WHEREAS, 3P Benefit Solution is the administrator of the City's Cafeteria Plan pursuant to a contract; and

WHEREAS, the City's contract with 3P Benefits Solutions, LLC to administer the Cafeteria Plan will expire on December 31, 2022; and

WHEREAS, 3P Benefits Solutions, LLC has been providing the Cafeteria Plan Administration Services at the following costs or rates at a fee of \$1.00 per participant for those who do not participate in the flexible spending program but elect to shelter premiums paid for qualified plans and a fee of \$1.50 per participant who participates in the flexible spending account programs; and

WHEREAS, 3P Benefit Solutions has advised the Department of Personnel Management that it is amenable to providing the same services without an increase in the rates or costs; and

WHEREAS, the best interest of the City of Jackson would be served by renewing its contract with 3P Benefits Solutions, LLC to administer a cafeteria plan for its employees.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute a renewal contract with 3P Benefits Solutions LLC to administer a cafeteria plan for the year commencing January 1, 2023 and ending December 31, 2023.

IT IS FURTHER ORDERED that sums not exceeding the costs and rates previously stated may be paid to 3P Benefit Solutions for services provided and related to the administration of the Cafeteria Plan.

IT IS ORDERED that the City's contract with 3P Benefit Solutions LLC may be renewed for the year commencing January 1, 2024 and ending December 31, 2024 if the rates remain unchanged and there is mutual agreement.

IT IS ORDERED that the Mayor shall be authorized to execute the renewal agreement and other documents required to affect the purpose and tenor of this order.

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

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

Nays – None.

Absent – None.

ORDER CONFIRMING THE ASSIGNMENT OF NEOGOV, LLC'S RIGHT OF PAYMENT TO POWERDMS.

WHEREAS, on November 22, 2022, the Jackson City Council authorized the Mayor execute an agreement between the Jackson Police Department and NeoGov, LLC (POWER DMS Digital Management Software) for a subscription term of twelve (12) months; and

WHEREAS, NeoGov, LLC provides Power DMS digital management software for policy and compliance management platforms. Also, it provides a training solution to create, track and deliver training content online; and

WHEREAS, NeoGov, LLC will provide this software to the Jackson Police Department for a subscription term of twelve (12) months for a sum of \$18,526.98; and

WHEREAS, the Jackson Police Department received an executed letter from NeoGov's Finance Director requesting to assign NeoGov, LLC's right of payment under said agreement to POWERDMS; and

WHEREAS, Section 21-39-13(4) of the Mississippi Code states that "the owner of any claim against a municipality, either before or after allowance, may transfer same by assignment, and the holder of such assignment shall be entitled to receive the warrant or check therefor at the proper time by presenting such assignment to the clerk at any time before the delivery of the warrant or check to the original claimant; and

WHEREAS, NeoGov, LLC has requested the assignment of its right of payment to its subsidiary PowerDMS for the amount of \$18,526.98; and

WHEREAS, the Jackson Police Department has sufficient funding to pay the said subscription term in their general fund; and

WHEREAS, the City of Jackson Police Department recommends that the governing authorities for the City of Jackson accept and confirms NeoGov, LLC's right of payment to POWERDMS.

IT IS HEREBY ORDERED that the Jackson Police Department is authorized to make payments to POWERDMS in an amount not to exceed \$18, 526.98 under the agreement between the Jackson Police Department and NeoGov, LLC (Power DMS Digital Management Software) for a subscription term of twelve (12) months.

Vice President Lee moved adoption; **Council Member Banks** seconded.

President Foote recognized **Captain Michael Outland Sr. of the Jackson Police Department,** and **Catoria Martin, City Attorney** who provided a brief overview of said item.

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

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

Nays – None.

Absent – Stokes.

ORDER RATIFYING AND AUTHORIZING THE CITY OF JACKSON TO ADOPT A WRECKER SERVICE ROTATION AGREEMENT FOR CITY INITIATED TOWS.

WHEREAS, the City of Jackson desires to provide safe, dependable and cost-efficient wrecker services for City initiated tows; and

WHEREAS, certain vehicles of the citizens of the City must be towed at the request and direction of the City; and

WHEREAS, wrecker service companies desire to be placed on a rotation list for City initiated tows; and

WHEREAS, all wrecker service entering into this Agreement shall have the proper license, permits and insurance required by the City of Jackson Code of Ordinances, the Mississippi Public Service Commission and the Mississippi Department of Transportation; and

WHEREAS, the wrecker service company must have an administrative office and a storage facility located within the city limits of the City of Jackson; and

WHEREAS, the term or length of service for each wrecker company shall be effective for a total term of three (3) years from the date entered into the Agreement, unless terminated sooner by either party; and

WHEREAS, the proposed Wrecker Service Rotation Agreement is attached to this Order and made a part of these minutes; and

WHEREAS, the rates for towing are specifically set out in the Wrecker Service Rotation Agreement attached to this Order; and

WHEREAS, it is in the best interest of the City of Jackson and the Jackson Police Department to adopt a Wrecker Service Rotation Agreement to ensure that all City initiated tows are serviced by cost efficient, dependable and safe wrecker services.

THEREFORE, IT IS HEREBY ORDERED that the Mayor and the Chief of Police are authorized to execute a Wrecker Service Rotation Agreement with wrecker service companies to service City initiated tows.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute any and all other documents necessary to fulfill the purpose of this order provided it does not obligate any additional monetary expense(s) to the City of Jackson.



**CITY OF JACKSON, MISSISSIPPI
WRECKER SERVICE ROTATION AGREEMENT**

This Wrecker Service Rotation Agreement, ("the Agreement"), is entered into this the _____ day of _____, 20____ by and between the City of Jackson, a municipal corporation, ("the City"), and the Wrecker Service Company ("Company").

WITNESSETH:

WHEREAS, the City of Jackson desires to provide safe, dependable and cost efficient wrecker services for city initiated tows; and

WHEREAS, certain vehicles of the citizens of the City must be towed at the request and direction of the City; and

WHEREAS, wrecker service companies desire to be placed on a rotation list for city-initiated tows;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the City of Jackson and the company hereby agree as follows:

SECTION I - TERM

- 1.01 The term of this agreement shall commence on _____ and end on _____ (for a total term of three (3) years) unless terminated sooner by either party as set forth in Section VIII below.

SECTION II - REQUIREMENTS

- 2.01 **Privilege License.** The Company shall procure and maintain a privilege license pursuant to Section 114-37 of the City of Jackson Code of Ordinances and any amendments to said ordinance.

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- 2.02 **Permits.** The Company shall produce any and all permits as required by the Mississippi Public Service Commission and the Mississippi Department of Transportation. The permit numbers must be displayed on the wrecker in numbers at least two (2) inches in height.

- 2.03 **Location.** The Company must have an administrative office and a storage facility located within the city limits of the City of Jackson. The office must be staffed by a company employee and opened during normal business hours. The storage facility must be capable of storing a minimum of twenty (20) vehicles at any one time. At a minimum, the storage facility shall be surrounded by six (6) foot chain link fence topped by three (3) strands of barbed wire or razor wire and capable of being secured by a locked gate or a building capable of being locked to prevent casual access.

The office and/or storage facility must have proper sign identification in compliance with the City of Jackson Sign Ordinance which includes the company name, phone number and hours of operation.

- 2.04 **Insurance.** The Company agrees to maintain insurance coverage during the term of this agreement with companies licensed to do business in the State of Mississippi. Such policies shall name the City as additional insured and shall not be subject to material change or cancellations except after thirty (30) days written notice from the insurer to the City as to such condition. At all times during the term of this agreement, the Company shall cause certified copies of the policies to be deposited with the City.

The required coverage is as follows:

- (a) Comprehensive Auto Liability Insurance with limits of not less than \$1,000,000.
 - (b) \$50,000 on-hook coverage per vehicle of \$50,000 per location
 - (c) Garage Keepers liability insurance of \$50,000 per location
- 2.05 **Driver's License.** All drivers must have a valid and appropriate commercial driver's license and Department of Transportation (D.O.T.) card.
- 2.06 **Dispatch Calls Nontransferable.** Nontransferable Dispatch shall be twenty-four (24) hours per day, seven (7) days per week. Calls shall not be transferred to another wrecker service or answering service. A wrecker service on rotation shall not substitute or take calls for another wrecker service on rotation. In the event it is determined that an additional company is needed to assist or provide equipment on a call, charges assessed by the assisting Company will be included in the original

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Company's billing. The assisting Company will provide its charges to the original Company to submit with the original Company's bill.

- 2.07 **Equipment.** All vehicles on rotation for wrecker service must be domiciled and tagged in the City of Jackson at the address listed on the Rotation List Application. Wrecker Service companies must have adequate and functional equipment to haul all makes and models of cars, vans, light trucks, mopeds, motorcycles, and medium duty trucks up to 15, 000 lbs. (*See list of equipment under Section IV B Standard of Insurance.*)
- 2.08 **Response Time.** Response time shall be thirty (30) minutes after the wrecker service receives the dispatch from the Public Safety Communication Center. The wrecker service will be given the necessary information needed to make a timely response. This will include the full names of streets, the nature of the call and directions if requested. The wrecker service shall determine the equipment that will be necessary.
- 2.09 **Inspections.** Each Company on the City Wrecker Services Rotation List shall be inspected by the City of Jackson at least once a year. However, if complaints are received, the City shall inspect more frequently to ensure the compliance of the stated requirements. Each Company (office, storage lot and equipment) must be inspected prior to being placed on the Wrecker Rotation List. After the execution of this agreement, each Company shall have sixty (60) days to meet all requirements. A Company shall not be placed on the active Rotation List until it has met all of the requirements mentioned herein. Any Company failing an inspection shall become inactive on the Rotation List until it has met all of the requirements mentioned herein.
- 2.10 **Legal Compliance.** The Company must comply with all applicable laws, regulations, policies and procedures of the United States, or the State of Mississippi, or the City of Jackson, which may affect the performance of service under this agreement.
- 2.11 **Rotation List.** The police officer on the scene of a city initiated tow shall request the Public Safety Communications Center to contact the next Company on the rotation list for that particular precinct to be dispatched unless the owner/operator has requested a preference wrecker company. The police officer shall not recommend, suggest or solicit the selection of a wrecker company or repair facility.
- 2.12 **Impounded Vehicle Inventory Report.** The police officer at the scene or other authorized City employee shall provide the Company with a signed copy of a Jackson Police Department Impounded Vehicle Inventory Report (IVIR). Each form shall designate a case number of the vehicle to be towed/impounded. The IVIR shall also describe the vehicle, its contents and condition at the time of

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towing. The IVIR, signed by the police officer or other authorized city employee and Wrecker Service company, shall also state the fees charged by the Company for that call. Upon arrival to the Impound Lot, the Company shall provide the representative of the Impound Lot a copy of the IVIR in order to verify the contents and condition of the vehicle.

- 2.13 **No Temporary Removal from List.** Wrecker companies placed on the Rotation List must be able to meet the required response time. A Company shall not request temporary removal from the rotation list except under extenuating circumstances.
- 2.14 **Properly Marked Vehicles.** The Company must meet the requirements of Section 126-422 of the Jackson Code of Ordinances which requires that all vehicles used by the Company for towing, trailering, or otherwise moving motor vehicles bear on each front door in permanently embossed letters, no less than six inches in height, the name, address, and telephone number of the wrecker service.

SECTION III - APPLICATION REQUIREMENTS

- 3.01 **Applications.** Each Company shall complete an application in order to be placed on the Wrecker Service Rotation List. The application shall designate the following:
- (a) Name, home address; and business address of applicant.
 - (b) Company's legal name.
 - (c) City of Jackson Privilege License Number.
 - (d) A description of the company's office and the outside dimensions of the space that the applicant has available which must be able to accommodate the storage of a minimum of twenty (20) vehicles in a secured area.
 - (e) The number and types of wreckers, including a description of each vehicle to be operated by the applicant. The City must be notified in writing of any changes in equipment.
 - (f) Any additional information as the City shall find reasonably necessary.

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SECTION IV - STANDARDS FOR INSURANCE

- 4.01 **Wrecker Requirements.** Each company shall use a flatbed or conventional type wrecker. The Company shall have a one-ton truck with a minimum of a sixteen (16) foot bed, with specifications and equipment as follows:
- (a) Factory recommended 1-ton capacity dual wheels. Dummy dual wheels are prohibited.
 - (b) A power winch, winch line and boom with a factory rated lifting capacity or a tested capacity of not less than eight thousand (8,000) pounds, single line capacity are required. The wrecker service shall provide documentation of lifting capacity from the factory or a qualified testing facility.
 - (c) A rubber cradle and/or wheel lift or cradles attached to the wrecker is required in order to prevent any vehicle being hauled or towed from being further damaged by coasting, rocking, swinging, or slanting into the wrecker or any part thereof.
 - (d) Each vehicle shall be equipped with wrecking bars and one tow dolly as well as a broom, shovel, axe, and sand and/or oil dry. Each conventional type will include one tow dolly.
 - (e) A flashing yellow or amber light shall be affixed above the top of the cabin of the wrecker; however, sirens are prohibited.
 - (f) A minimum of one hundred (100) feet of three-eight (3/8) inch cable is required.
 - (g) The name, address, and telephone number of the wrecker service is to be permanently affixed and displayed in letters clearly visible from one hundred feet on both sides. The letters for the name shall be at least four (4) inches in height and letters and numbers for the address, telephone and D.O.T numbers shall be at least two (2) inches in height.
 - (h) The vehicles, buildings, equipment, clothing or correspondence shall in no manner indicate or imply any official relationship between the wrecker service and any law enforcement agency.
 - (i) Clearance and marker lights and all other equipment as required by law.
 - (j) Dual rear adjustable floodlights with a minimum of twenty thousand (20,000) candlepower.

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- (k) Break lock capacity.
- (l) A minimum of two (2) safety tie down chains which are ten (10) feet in length.
- (m) One (1) fire extinguisher mounted in an accessible location.
- (n) In addition to the above requirements all large wreckers shall be required to be equipped with the following items in order to be placed on the larger wrecker rotation list for the City of Jackson:
 - (i) Air control valve for the purpose of providing braking capability for the vehicle or trailer being towed or removed.
 - (ii) Two (2) metal chock block or hydraulic out riggers to prevent rolling or slippage of the wrecker. The chock blocks should have the capability of being tied to the wrecker and of a width equal to that of the dual wheels of the wrecker.
 - (iii) A minimum of 200 feet of cable on each drum at least five-eighths (5/8) inch in diameter.
 - (iv) Air brakes so constructed as to lock the rear wheels automatically upon failure and to supply air to disabled vehicles.
 - (v) One (1) pair of bolt cutters with a minimum one-half (1/2) inch opening; two (2) fire extinguishers mounted in an accessible location; external air hook-ups and hoses; at least six (6) safety cones or triangle reflectors; and fifty (50) pounds of sand or oil dry.

SECTION V - ROTATION LIST

- 5.01 **Rotation List calls shall include the following:**
- (a) City vehicles-all makes and models of cars, vans, light trucks, mopeds, motorcycles, and medium duty trucks up to 15,000 pounds.
 - (b) Abandoned vehicles
 - (c) All tows in which the driver of the vehicle is arrested.
 - (d) Recovered stolen vehicles.

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- (e) Parked vehicles in violation of traffic or parking laws.
 - (f) Non preference accidents.
- 5.02 **Rotation List calls shall not include the following:**
- (a) Preference accidents--the officer in command at the scene must secure the written authorization of the vehicle owner/operator prior to notifying the dispatcher of Preference Company.
 - (b) Non preference heavy duty trucks in excess of 15,000 pounds. These calls will be made from a separate heavy duty rotation list.
- 5.03 **Removal from Rotation List.** A Company shall be removed from the rotation list for the following reasons:
- (a) Failing to take the call on a routine basis. Failure to "take the call" includes inability to accept the call because of lack adequate equipment or a "no answer" to telephone call.
 - (b) Failing to meet the appropriate response time of thirty (30) minutes on a routine basis.
 - (c) Failing to meet the requirements Sections II, III or IV of this agreement.
 - (d) Failure to abide by provisions 7.02 and/or 7.07 shall result an immediate and indefinite suspension of the Company from the rotation list.
 - (e) The First offense will cause the Company to be deleted form the rotation list for ninety (90) days. The second offense will cause a Company to be deleted from the rotation list for six (6) months. The third offense within the Contract Period will cause the Company to be permanently deleted from the list.
 - (f) A Rotation List will be maintained in alphabetical order.
- 5.04 **Rotation Slot.** A Company shall not have more than one (1) Rotation Slot. If a Company on rotation purchases another Wrecker Service company, the company purchased must be kept as a separate company with separate administrative offices, storage facility and equipment, and insurance.

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SECTION VI - TOWED VEHICLES

- 6.01 **City Owned Vehicles.** All City owned ("city tows") vehicles shall be towed to the City of Jackson Impound Lot ("Impound Lot") at the Michael Avalon Street unless specifically directed to another location.
- 6.02 **Abandoned Vehicles.** Abandoned vehicles shall be towed to the Impound Lot.
- 6.03 **Felony Vehicles.** Any tow involving a felony shall not be towed to the Company's storage lot and such tow shall be under the direction of the Jackson Police Department.
- 6.04 **Stolen Vehicles.** Any tow involving a stolen vehicle shall not be towed the Company storage lot and such tow shall be under the direction of the Jackson Police Department.
- 6.05 **Cleaning the Scene.** The diver of the wrecker shall be responsible for the cleaning the scene of the original tow to the satisfaction of the Police Officer on the scene.
- 6.06 **Preference accidents.** Preference accidents may be towed as directed by the vehicle owner/operator.
- 6.07 **Tows to Wrecker Storage Facility.** All tows other than a city tow, abandoned vehicles, felony vehicles or stolen vehicles shall be towed to the wrecker service's storage facility located within the City of Jackson. Such tows shall include the following:
- (a) Preference calls or as directed by owner.
 - (b) Non preference accidents as directed by owner.
 - (c) All DUI's with less that (3) violations.
 - (d) Parked vehicles in violations of parking laws, excluding booting.
 - (e) V.T.O.'s (Violation of Traffic Ordinances).
 - (f) Vehicles involved in misdemeanor crimes.
- 6.08 **Removal of Personal Property from Vehicle.** Prior to towing the vehicle, citizens must be allowed to remove personal property from their vehicle. Example

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of removable items: Medications, Books, Backpacks, Laptops, Money, Jewelry, Paper Documents, Clothing, Cellphones, or any non-attached items to the vehicle.

- 6.09 **City Vehicle Towed in Normal Business Hours.** In the event a city vehicle needs to be towed to the city garage and such vehicle is located at a city lot or precinct, the tow shall be done during normal business hours, 8 a.m. to 5 p.m., Monday through Friday.
- 6.10 **City Representative Signature Required.** When city vehicle is towed, wrecker drivers are required to obtain the signature of the city representative on the scene. Also, the PC, PT, & TK unit number is required.
- 6.11 **Disabled City Vehicle.** The towing of a disabled city vehicle on the street shall be responded to within 30 minutes.
- 6.12 **City Impound Lot.** Upon arrival to the Impound Lot, the wrecker drivers are to place the towed vehicles in the area designated by the authorized representative of the Impound Lot or Jackson Police Department.

SECTION VII - INVOICING AND RATES

7.01 **Invoices.** Each Company shall submit invoices to the City in order to receive payment. Such invoice must include the city vehicle number (PC, PT, OR, TK) and the signature of the city representative. The invoice is to be submitted to the City of Jackson, Municipal Garage, P.O. Box 17, Jackson, MS 39205.

7.02 **Rates:**

- (a) City owned cars, vans, light trucks, mopeds and motorcycles \$ 75
- (b) City owned medium duty trucks 8,000 pounds up to 15,000..... \$ 100
- (c) City owned heavy duty trucks in excess of 15,000 pounds \$ 200
- (d) Other cars, vans, light trucks, mopeds and motorcycles \$ 85
- (e) Other medium duty trucks 8,000 pounds up to 15,000 \$ 175
- (f) Other owned heavy duty trucks in excess of 15,000 pounds \$ 300
- (g) Abandoned vehicles and/or stolen vehicles \$ 100

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- (h) All tows where owner/driver is arrested \$ 85
 - (i) Recovery Fee. If the tow *requires* more than one hour from the time the wrecker arrives on the scene until the vehicle is ready to be towed\$45 per hour, up to 3 hours
 - (j) Outside City Limit \$ 1.75 per loaded mile
 - (k) Additional wreckers needed on a scene may charge the same fees as the original wrecker. The original wrecker service must include all fees on their invoice.
 - (l) Agreement shall become effective one day after being executed by the duly authorized executive officer for the City of Jackson, or his designee.
 - (m) **No Storage Fee for First 24 Hours.** The Company shall make towed cars retrievable within 24 hours, including on weekends, and shall not charge any storage fee for cars retrieved within 24 hours. The Company agrees to charge a storage fee of no more than \$25.00 per day thereafter.
- 7.03 **Three Copies of IVIR Form.** All vehicles towed to the City Impound Lot must have three (3) copies of the IVIR Form; for the Police department, wrecker service, and for impounding officials. **ALL FEES CHARGED MUST BE NOTED ON THE IVIR.**
- 7.04 **Wrecker Business Card.** Wrecker drivers shall provide the police officer on the scene, a business card to be attached to his IVIR form.
- 7.05 **Service Area.** The Company must provide services to entire City of Jackson
- 7.06 **Price List.** The Company shall post a price list that is clearly visible to customers.
- 7.07 **Price Gouging.** Wrecker companies on the rotation list that are found to be price gouging shall be removed from the rotation list immediately without prior notification.
- 7.08 **Vehicle Towed to Wrong Destination.** The Company shall be responsible for any additional fees and expenses incurred as a result of it towing a vehicle to the wrong wrecker destination, unless said the Company was directed to the wrong destination by the officer in charge, and such direction was documented.

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**SECTION VIII - TERMINATION, MODIFICATION,
AND OTHER PROVISIONS**

- 8.01 **Termination.** This agreement may be terminated by the Company with just cause, upon sixty (60) days written notice of such termination to the City. The City may terminate his agreement with or without cause, upon thirty (30) days written notice to the Company.
- 8.02 **Modification or Amendment.** Modification, changes, or amendments to this agreement may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification, or amendment of any provision or condition of this agreement must be in writing by both parties hereto.
- 8.03 **Indemnification.** The Company agrees to indemnify and save harmless the City and its officers, agents, and employees from and against any and all claims, charges, damages, costs, expenses (including attorney fees), fines, judgments, penalties, liabilities or losses of any kind or nature whatsoever resulting from injury to any person or damage to any property caused, negligently or otherwise, by the Company in performing its obligations under this agreement.
- 8.04 **Governing Law.** This Agreement shall be governed by the laws of the State of Mississippi.
- 8.05 **Notice.** Any notice required to be given under this agreement shall be in writing and sent by United States certified mail, return receipt requested to the party to whom the notice shall be given at the address set forth below:
 - (a) City of Jackson
P. O. Box 17
Jackson, MS 39205
Attention: Chief of Police
 - (b) Company:

(Company name)

(Address)

(City, state, zip code)

8.06 **Third-Party Beneficiary.** The owner of any vehicle towed pursuant to this agreement shall be a third party beneficiary to this agreement. The Company expressly agrees to not charge such owner, or his/her authorized agent, a rate greater than those negotiated and provided herein. Refusal to abide by this provision shall result an immediate suspension of the Company from the rotation list.

Intending to be legally bound, the parties have executed this agreement as of the date written above.

City of Jackson, Mississippi

By: _____
Mayor

(Company name)

By: _____

(Printed name and position of authorized person)

(Signature)

THIS, the _____ day of _____, 20____.

Vice President Lee moved adoption; Council Member Hartley seconded.

President Foote recognized Robert West, Public Safety Administrator and Claire Barker, Special Assistant to the City Attorney, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

ORDER RATIFYING AND ACCEPTING A GRANT FROM THE CENTER FOR WORKFORCE INCLUSION, INC. IN THE AMOUNT OF \$469,548.00 TO SUPPORT THE SENIOR AIDES PROGRAM FOR TWELVE MONTHS AN AUTHORIZING THE MAYOR TO EXECUTE THE WORKFORCE INCLUSION SCSEP SPONSOR AGREEMENT AND RELATED DOCUMENTS AND THE CONTRIBUTION OF MATCHING NON-FEDERAL FUNDS IN THE AMOUNT OF \$69,102.00.

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972), as amended, states that the governing authorities of every municipality in the state shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the power granted to governing authorities of municipalities by Section 21-17-5 is complete without the existence of or reference to any specific authority granted in any other statute or law of the State of Mississippi; and

WHEREAS, the Employment Training Administration Division of Older Worker Programs, U.S. Department of Labor awarded the Center for Workforce Inclusion, Inc. (the "Center") a Senior Community Service Employment Program (SCSEP) grant on September 13, 2022. This grant is authorized under Title V of the Older Americans Act of 1965, as amended; and

WHEREAS, the Center's SCSEP Program offers low-income older people paid community service and training as an entry into productive work. The SCSEP Program is intended to benefit eligible people who enroll and the community in which the program is located; and

WHEREAS, as a subgrantee of the Center, the City of Jackson Senior Services Division was awarded \$469,548.00 in federal funds, and the City must provide matching non-federal dollars in the amount of \$69,102.00 that may be spent on additional Participant Wages and Fringes Benefits; or on Program/Other Costs; or on a maximum of \$36,629.00 for Administrative Costs; or any combination of the above; and

WHEREAS, the Department of Human and Cultural Services recommends that the Jackson City Council accepts the grant award of \$469,548.00 from the Center and authorize the Mayor to execute a Workforce Inclusion SCSEP Sponsor Agreement with the Center, with its principal office located at 8403 Colesville Road, Suite 200, Silver Spring, Maryland 20910-6391, that commenced on July 1, 2022, and shall terminate on June 30, 2023; and

WHEREAS, the City of Jackson will help the Center carry out the SCSEP program by enrolling at least 62 eligible persons during the program period. These eligible, low-income jobseekers must be fifty-five (55) years of age and older into part-time community service positions at rates and hours set forth in the Older Americans Act and consistent with their assessment and individual employment plans; and

WHEREAS, the City of Jackson must give priority enrollment to individuals who are veterans and eligible spouses of veterans, 65 years of age or older; or have a disability; have limited

English proficiency or low literacy skills; reside in rural areas; have low employment prospects; have failed to find employment after utilizing services provided under Title I of the Workforce Innovation and Opportunity Act; are formerly incarcerated, are homeless or at risk for homelessness; and

WHEREAS, the Department of Human and Cultural Services will designate a program director that will oversee this grant on behalf of the City of Jackson; and

WHEREAS, the program director will coordinate with the Center to ensure that the City of Jackson complies with the terms of the agreement; and

WHEREAS, the proposed agreement is attached to this Order and made a part of these minutes; and

WHEREAS, the Department of Human and Cultural Services recommends to the governing authorities for the City of Jackson to accept an award of \$469,548 of federal funds, authorize the Mayor to execute the Workforce Inclusion SCSEP Sponsor Agreement with the Center, and authorize the release of matching funds in the amount of \$69,102.00 to support the Senior Aides Program.

IT IS HEREBY ORDERED that the Mayor is authorized to execute the Workforce Inclusion SCSEP Sponsor Agreement and related documents with the Center to support the Senior Aides Program from July 1, 2022, to June 30, 2023, and the acceptance of a federal grant award in the amount of \$469,548.00 is hereby ratified.

IT IS FURTHER ORDERED that the Department of Human and Cultural Services is authorized to provide \$69,102.00 from the general fund as the matching contribution.

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

President Foote recognized **Cassandra Warren, Project Manager of the Senior Community Service Employment Program** who provided a brief overview of said item.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO VARIOUS ORGANIZATIONS FOR THE PURPOSE OF SUPPORTING THE DEVELOPMENT OF THE ARTS OR SOCIAL AND COMMUNITY SERVICE PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS WITH THE ENTITIES RECEIVING MATCHING FUNDS.

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

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

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

WHEREAS, the monies were to be awarded to entities using a competitive application process; and

WHEREAS, interested organizations were notified of the availability of the funds and invited to apply; and

WHEREAS, the administration evaluated the applications and determined that the following entities are eligible to receive the matching funds pursuant to Section 39-15-1 or Section 22-19-65 and recommend that the budgeted funds be awarded to the following organizations to match other funds for either the development, promotion, or coordination of the arts or the support of a social and community service program; and

Arts and Community Grants

1	Jane Alexander Community Foundation for Mississippi Hal's St. Paddy's Parade Fund 119 S. President St., First Floor Jackson, MS 39201	\$10,000
2	Earnest Ward The Association of South Jackson Neighborhoods 148 Cedarwood Drive Jackson, MS 39212	\$10,000
3	Brad Franklin Jackson Indie Music Week 5324 Jamaica Drive Jackson, MS 39211	\$5,000
4	Seymore Bell Westside Civic Club P. O. Box 59561 Jackson, MS 39284	\$2,000
5	Steven O'Neill Greater Belhaven Foundation 954 E. Fortification Street Jackson, MS 39202	\$10,000
6	Amia D Edwards Amiable Arts Foundation 2021 Alta Wood Blvd Jackson, MS 39204	\$10,000
7	Rebecca Garrison Fondren Renaissance Foundation 4145 Old Canton Road Jackson, MS 39216	\$10,000
	Total	\$57,000

WHEREAS, a copy of the proposed Memorandum of Understandings is attached to this Order and made a part of these minutes.

IT IS HEREBY ORDERED that the matchings monies in the amount set forth above are awarded to the entities as listed.

IT IS FURTHER ORDER that the Mayor shall execute agreements with each of the Organizations listed that will govern the receipt of the matchings funds contributed.

Attachments

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, FEBRUARY 14, 2023 10:00 A.M. 19, FEBRUARY 2023 636**

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **COMMUNITY FOUNDATION FOR MISSISSIPPI HAL'S ST PADDY'S PARADE FUND** hereinafter referred to as the "Agency," whose address is 119 South President Street, First Floor, Jackson, Mississippi 39201; and

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

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

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

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2022-2023 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to Community Foundation for Mississippi Hal's St Paddy's Parade Fund to provide a parade, street dance, children's activities, run, pet parade and festivals within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

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

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and the Community Foundation for Mississippi Hal's St Paddy's Parade fund agree as follows:

1. The Agency shall provide oversight and management for and parade to celebrate the City of Jackson, civic pride, the City's bicentennial and raise money for Children's of Mississippi in downtown Jackson on March 25, 2023, at the Community Foundation for Mississippi Hal's St Paddy's Parade event.
2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
3. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
4. This MOU shall commence upon execution and end on September 30, 2023.
5. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
6. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2023.
7. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
8. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
9. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
10. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
11. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.

12. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
13. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
14. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
15. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
16. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
17. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**COMMUNITY FOUNDATION FOR MISSISSIPPI
HALS'S ST PADDY'S PARADE FUND**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **ASSOCIATION OF SOUTH JACKSON NEIGHBORHOODS** hereinafter referred to as the "Agency," whose address is 148 Cedarwood Drive Jackson, MS 39212; and

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

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

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

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2022-2023 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to the Association of South Jackson Neighborhoods to provide the fourth Annual South Jackson Festival and 5K Run/Walk to promote unity in the community. The event will be held April 15, 2023 along McDowell Road off Hwy 18W within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

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

WITNESSETH:

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

1. The Agency shall provide oversight and management for the Fourth Annual South Jackson festival and 5K Run/Walk for the City of Jackson on April 15, 2023.
2. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for

reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated

3. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
4. This MOU shall commence upon execution and end on September 30, 2023.
5. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
6. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2023.
7. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
8. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
9. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
10. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
11. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
12. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
13. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
14. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
15. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
16. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
17. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

ASSOCIATION OF SOUTH JACKSON
NEIGHBORHOODS

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter referred to as "City", and the JACKSON INDIE MUSIC WEEK hereinafter referred to as the "Agency," whose address is 5324 Jamaica Drive Jackson, Mississippi 39211; and

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

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

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

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2022-2023 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to Jackson Indie Music Week to provide a music showcase of various talents within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Five Thousand Dollars and No Cents (\$5,000.00); and

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

WITNESSETH:

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

1. The Agency shall provide oversight and management for a free week of music festival featuring local talents for the City of Jackson from January 8 through January 15, 2023.
2. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
3. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
4. This MOU shall commence upon execution and end on September 30, 2023.
5. The City shall provide funds up to Five Thousand Dollars and No Cents (\$5,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
6. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2023.
7. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
8. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
9. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
10. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
11. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
12. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. The Agency agrees to indemnify and hold harmless the City, its officers, and its

employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.

14. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
15. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
16. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
17. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

JACKSON INDIE MUSIC WEEK

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter referred to as "City", and WESTSIDE CIVIC CLUB hereinafter referred to as the "Agency," whose address is P.O. Box 59561, Jackson, Mississippi 39284; and

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

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

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

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2022-2023 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to Westside Civic Club to provide support for Thanksgiving Fruit Baskets/Bags and Dinner On November 18, 2023 to the senior citizens in the Westside community within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Two Thousand Dollars and No Cents (\$2,000.00); and

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

WITNESSETH:

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

1. The Agency shall provide oversight and management of all activities for the provision for November 18, 2023, Thanksgiving Fruit Basket/Bags and Dinner at Westside Community Center, 1450 Wiggins Road, Jackson, Mississippi 39209. The Thanksgiving Fruit Baskets and Dinner includes fruit baskets/bags that will include cards designed by children in the community for seniors. The dinner will highlight the talents of the community through poems, drawings/paintings, or dramatic

performances. This event will engage all ages throughout the community.

2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
3. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
4. This MOU shall commence upon execution and end on September 30, 2023.
5. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
6. The City shall provide funds up to Two Thousand Dollars and No Cents (\$2,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
7. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2023.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
12. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
14. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
15. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
16. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
17. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

WESTSIDE CIVIC CLUB

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter referred to as "City", and the GREATER BELHAVEN FOUNDATION hereinafter referred to as the "Agency," whose address is 954 E. Fortification Street Jackson, MS 39202; and

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

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

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

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2022-2023 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to the Greater Belhaven Foundation to provide the 2023 Greater Belhaven Arts Series within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

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

WITNESSETH:

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

1. The Agency shall provide oversight and management of 2023 Greater Belhaven Arts Series.
 - a. Pumpkins in the Park – (October 2023) The fall 2023 event will provide free pumpkins and decorating kits and arts activities for children and their families led by trained arts volunteers. With additional funding we would like to offer a family movie as well as we did in pre-COVID years. We would also work with neighborhood restaurants to have food for sale.
 - b. Shakespeare in the Park – (May 2023) A performance by the New Stage Inters on the stage at Belhaven Park. Two performances and provide educational materials, or a pre-concert talk for attendees.
 - c. Fairy House Hunt – (April 2023) A competition for the best fairy house. The houses will be created and then placed around the neighborhood at sites that include the parks, Welty House and Garden, and restaurants and businesses.
 - d. Music in the Park – (TBD 2023) A musical performance by students from Ida B. Wells Academic and Performing Arts Center or Mississippi Youth Symphony bring classical and popular music to the park as well as provide a performance opportunity for students.
2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
3. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
4. This MOU shall commence upon execution and end on September 30, 2023.
5. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
6. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2023.
7. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
8. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time,

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, FEBRUARY 14, 2023 10:00 A.M.

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during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.

9. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
10. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
11. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
12. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out of the performance of this MOU.
13. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
14. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
17. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the

_____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

Angela Harris, Municipal Clerk

GREATER BELHAVEN FOUNDATION

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter referred to as "City", and the AMIABLE ARTS FOUNDATION hereinafter referred to as the "Agency," whose address is 2021 Alta Woods Blvd Jackson, MS 39204; and

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

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

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

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2022-2023 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to the Amiable Arts Foundation to provide a musical symphony starring young budding musicians and performing artists within the City of Jackson; and

WHEREAS the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

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

WITNESSETH:

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

1. The Agency shall provide oversight and management of the "Street Symphony," a musical symphony starring young budding musicians and performing artists in the City of Jackson. The Street Symphony will be held on a public street near the Mississippi Museum of Art or Thalia Mara Hall on or before September 30, 2023.
2. The Agency shall provide the City with reports on its activities, expenditures, and

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, FEBRUARY 14, 2023 10:00 A.M.**

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written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.

3. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
4. This MOU shall commence upon execution and end on September 30, 2023.
5. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
6. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2023.
7. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
8. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
9. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
10. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
11. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
12. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
13. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
14. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
15. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
16. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
17. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

AMIABLE ARTS FOUNDATION

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "**City**", and the **FONDREN RENAISSANCE FOUNDATION** hereinafter referred to as the "**Agency**," whose address is 4145 Old Canton Road, Jackson, MS 39216; and

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

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

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

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2022-2023 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to the Fondren Renaissance to provide funds to assist with the development of Fondren's Performance Park. A public performance space that will also serve as a gathering spot for residents, shoppers, and visitors within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

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

WITNESSETH:

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

1. The Agency shall provide oversight and management of Phase 1 of a multiple-phased project for the development of a stage, i.e. Performance Park, with seating, public art, and an annual programming schedule that will be located on Old Canton Road. Phase 1 will consist of the design, stage construction, management agreement, and programming. The proposed site plans for Fondren's Performance Park are attached and incorporated herein as Exhibit A.
2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
3. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 and 21-19-65 of the Mississippi Code.
4. This MOU shall commence upon execution and end on September 30, 2023.
5. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
6. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2023.
7. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
8. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
9. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
10. The parties agree that the City's contribution under this agreement is subject to the

continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated

11. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
12. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any person, or any other claims for damages growing out the performance of this MOU.
13. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
14. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
15. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
16. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
17. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

FONDREN RENAISSANCE FOUNDATION

BY: _____
Director



Proposed site of Fondren's Performance Park (West side of Old Canton Road)

Phase 1 Design, Stage Construction, Management Agreement, Programming (see concepts on the following page.)

Phase 2 Construction and furnishing of seating area

Phase 3 Naming of public performance space

Phase 4 Commissioning of public art

Phase 5 On-going annual programming of space

Phase 1 progress will be chronicled in the FRF bi-weekly e-newsletter. Signage at the site will indicate that it is a project in partnership with the City of Jackson and the Fondren Renaissance Foundation.

Exhibit A

Council Member Lindsay moved adoption; Council Member Hartley seconded.

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

ORDER ACCEPTING GRANT FUNDS AND AUTHORIZING THE MAYOR TO EXECUTE THE MS STATE DEPARTMENT OF HEALTH FIXED AMOUNT SUBGRANT AGREEMENT AND RELATED DOCUMENTS TO SUPPORT THE CITY OF JACKSON MAYORAL COUNCIL-JACKSON HEART STUDY.

WHEREAS, the Mississippi State Department of Health (MSDH) desires to award the City of Jackson \$4,000.00 in grant funds to implement the Mayoral Health Council-Jackson Heart Study; and

WHEREAS, it is anticipated that the funding would allow the city of Jackson to invest in the City of Jackson Mayoral Health Council- Jackson Heart Study to bring awareness about public health-related issues to the citizens of the City of Jackson; and

WHEREAS, the Department of Human and Cultural Services recommends that the governing authorities for the City of Jackson accept said grant funds and authorize the Mayor to enter into a subgrant agreement that will commence on March 1, 2023, and will expire on August 12, 2023; and

WHEREAS, the proposed agreement requires the Mayor to participate in the Jackson Heart Study Communication Engagement Center Mayoral Health Council Program to create healthy environments through policy and environmental change which support increased access to physical activity, healthy foods, and reduced exposure to tobacco smoke; and

WHEREAS, priority areas included: (1) conduct health education and awareness activities related to cardiovascular risk factor reduction and management; (2) adopt policies to promote access to healthy foods, recreation, and reduced exposure to second-hand smoke; and (3) access to recreation through joint use agreement, complete street policies, walking or biking groups, land use policies, rehabilitation blighted areas, sidewalks, and/or improving the built environment; and

WHEREAS, the City of Jackson shall submit invoices for reimbursement to MSDH; and

WHEREAS, the City of Jackson shall not be obligated to indemnify MSDH for liabilities which arise due to the negligence of MSDH or its employee; and

WHEREAS, either party may terminate the agreement by written notice of termination to the other party. All obligations under the agreement shall cease at the expiration of thirty (30) calendar days from receipt of written notice by the non-terminating party of the notice of termination; and

WHEREAS, the City of Jackson shall be paid for costs incurred at the time of termination, if any, and shall deliver to MSDH any invoice for costs incurred.

IT IS FURTHER ORDERED that the Mayor is hereby authorized to accept grant funds in the amount of \$4,000.00 and to execute the MSDH Fixed Amount Subgrant Agreement with the Mississippi State Department of Health, as well as any and all documents related thereto to support the City of Jackson Mayoral Health Council-Jackson Heart Study.

Council Member Hartley moved adoption; Council Member Lindsay seconded.

President Foote recognized Adrienne Dorsey-Kidd, Director of Human and Cultural Services, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SERVICEMASTER COMMERCIAL CLEANING OF JACKSON TO PROVIDE JANITORIAL SERVICES FOR THE ADMINISTRATION BUILDING AND CUSTOMER SERVICE OFFICE (UNION STATION) OF THE CITY OF JACKSON’S PUBLIC TRANSPORTATION SYSTEM (JTRAN).

WHEREAS, on January 8, 2019, Minute Book 6O, Page 255, the governing authorities authorized the Mayor to execute the agreement with ServiceMaster Commercial Cleaning of Jackson to provide janitorial services and supplies for the Administration Building and Customer Service Office (Union Station) of the City of Jackson’s Public Transportation System (JTRAN); and

WHEREAS, on December 8, 2020, Minute Book 6S, Page 258, the governing authorities authorized the Mayor to execute Extension#1 with ServiceMaster Commercial Cleaning of Jackson to provide janitorial services and supplies for the Administration Building and Customer Service Office (Union Station) of the City of Jackson’s Public Transportation System (JTRAN); and

WHEREAS, on January 18, 2022, Minute Book 6U, Page 355, the governing authorities authorized the Mayor to execute Extension#2 with ServiceMaster Commercial Cleaning of Jackson to provide janitorial services and supplies for the Administration Building and Customer Service Office (Union Station) of the City of Jackson’s Public Transportation System (JTRAN); and

WHEREAS, the Department of Planning and Development, through its Transit Division, is recommending that the governing authorities authorize the Mayor to execute an agreement with ServiceMaster Commercial Cleaning of Jackson to provide janitorial services from January 23, 2023 through April 30, 2023, at a cost not to exceed seven thousand seven hundred thirty-four dollars (\$7,734.00); and

WHEREAS, the Transit Division has determined that this three-month agreement will serve the best interest and welfare of the citizens of the City of Jackson and will allow the staff sufficient time to procure competitive pricing of janitorial services and supplies.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement with ServiceMaster Commercial Cleaning of Jackson to provide janitorial services for the City’s transportation system for a period not to exceed three (3) months beginning January 23, 2023 and expiring on April 30, 2023 at a cost not to exceed seven thousand seven hundred thirty-four dollars (\$7,734.00).

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A THIRTY-SIX (36) MONTH AGREEMENT AND RELATED DOCUMENTS WITH 9280-0366 QUEBEC INC DOING BUSINESS AS TRANSIT TO PROVIDE AN ALL-IN-ONE MOBILE TRANSPORTATION APP FOR THE JTRAN SYSTEM.

WHEREAS, 9280-0366 Quebec Inc. d/b/a Transit, a company incorporated under the laws of Quebec, located at 5333 Avenue Casgrain, Montreal, QC H2T 1X3, will provide an all-in-one

transportation app, which will include real time information, trip planning, open portal for communication, and rider interaction; and

WHEREAS, this transportation app shall be free and available to all transit users beginning February 1, 2023 and ending February 28, 2026; and

WHEREAS, three vendors were contacted to provide said services and, two vendors responded by submitting quotes; and

WHEREAS, based on the best value procurement policy, the Department of Planning and Development, through its Transit Services Division, determined that 9280-0366 Quebec, Inc. d/b/a Transit could provide the best value of the all-in-one transportation app; and

WHEREAS, services will be provided for eight hundred dollars (\$800.00) per month for three (3) years is not to exceed twenty-eight thousand and eight hundred dollars (\$28,800.00), and is funded at twenty-three and forty dollars (\$23,040.00) 80% federal and five thousand seven hundred and sixty dollars (\$5,760.00) 20% Transit Services' FY2023, FY2024, and FY2025 general fund budget; and

WHEREAS, Transit shall perform the integration of the Transit Royale features into the mobile app and have the Transit Royale offering available to app users February 1, 2023; and

WHEREAS, the agreement is effective upon execution and will continue for three (3) years from February 1, 2023. The City will have the option to extend the agreement for two additional one (1) year option periods by notifying Transit at least thirty (30) days before the end of the then-current term; and

WHEREAS, either party may terminate this agreement upon breach by the other party of a term of this agreement and such breaching party does not cure such breach within thirty (30) days of notice thereof from the non-breaching party, which must specify the nature of the breach with reasonable particularity, or as otherwise expressly provided in the agreement. In the event that Transit is the breaching party, and such breach remains uncured, Transit shall refund the prorated fees for the then-current term; and

WHEREAS, either party may terminate this agreement for convenience with thirty (30) days written notice to the other party provided that Transit shall only be required to refund prorated annual fees for the then-current term if Transit elects to terminate such agreement; and

WHEREAS, all fees that become payable while the agreement is in force will remain payable, subject to the availability of funds appropriated for the agreement; and

WHEREAS, the complete contract with the optional extensions shall not exceed five (5) years, price of additional terms shall increase by ten percent (10%) yearly. Therefore, year four (4) shall not exceed ten thousand five hundred sixty dollars (\$10,560.00) and year five (5) shall not exceed eleven thousand six hundred sixteen dollars (\$11,616.00); and

WHEREAS, the contract with 9280-0366 Quebec dba Transit App is subject to a financial assistance contract between the City of Jackson and the U.S. Department of Transportation (USDOT), Federal Transit Administration (FTA) beginning October 1, 2023 and ending September 30, 2025; and

WHEREAS, any contract executed shall include provisions requiring 9280-0366 Quebec d/b/a Transit (1) to deploy a collection of additional app features which are known as "Transit Royale" for app users at no cost to such users; (2) to add the ability for app users to replace the Transit icon and color scheme with the City's logo and branding in the app; (3) to include a City-approved message in the app indicating that the City has sponsored Transit Royale for the user; (4) to respond to app users' inquiries relating to the application that are transferred by email and which the City's customer service is unable to answer; (5) to provide the name and email address of the Transit project manager who will be responsible for providing technical support to the City; and

WHEREAS, either party may terminate the agreement for convenience with thirty (30) days written notice to the other Party provided that Transit shall only be required to refund prorated annual fees for the then-current term if Transit elects to terminate such agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the Agreement and related documents with 9280-0366 Quebec Inc dba Transit to provide an all-in-one transportation app for the transportation system at JTRAN for three (3) years at a cost not to exceed twenty-eight thousand and eight hundred dollars (\$28,800.00).

IT IS FURTHER ORDERED that the agreement may be extended for two (2) additional one (1) year terms under the same terms and conditions, at an increase of ten percent (10%) yearly and that year four (4) shall not exceed ten thousand five hundred sixty dollars (\$10,560.00) and that year five (5) shall not exceed eleven thousand six hundred sixteen dollars (\$11,616.00) and that nay agreement or extension shall be subject to the right of the succeeding governing authorities to void.

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

President Foote recognized **Christine Welch, Deputy Director of Transit Services**, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO TERMINATE THE AGREEMENT BETWEEN THE CITY OF JACKSON AND CONSTRUCTION SPECIALISTS, LLC FOR CONSTRUCTION OF THE ART CENTER OF MISSISSIPPI RESTROOM RENOVATION AND UPDATE FOR ACCESSIBILITY COMPLIANCE PROJECT.

WHEREAS, on April 13, 2021, the City of Jackson entered into an Agreement with Construction Specialists, LLC for Construction of the Art Center of Mississippi Restroom Renovation and Update for Accessibility Compliance Project; and

WHEREAS, the construction of the project has failed to significantly progress since March 2022 and remains incomplete; and

WHEREAS, the Contractor has, for all intents and purposes, abandoned the project: 1) there has been no significant work performed since March 2022 and progress prior to that date had slowed significantly; 2) the project time for this project is 120 calendar days; 3) the notice to proceed was issued on April 27, 2021, with an effective date of May 10, 2021; the contract time was expended on September 7, 2021; 4) as of February 8, 2021, the project is 519 days over the contract time; 5) to date the project is not substantially complete and pursuant to Section 4.5 of the Agreement between Owner and Contractor liquidated damages of \$259,500.00 have accrued; and

WHEREAS, a site inspection by the design architect on May 4, 2022 revealed numerous deficiencies in the construction, particularly deficiencies that affect compliance with Americans with Disabilities Act accessibility standards; and the primary purpose of this project is the renovation of these bathrooms to conform to ADA accessibility standards; and

WHEREAS, the Contractor failed to follow through on arrangements to install the storefront doors to the facility: the Contractor scheduled installation on April 21 and 22, 2022; while installation is occurring Tenants and the general public do not have access to this main entrance to the facility; the Contactor failed to come as scheduled, arriving a week later; after beginning the work a week late, the Contractor failed to complete the work and the doors remains unusable as of this date; and

WHEREAS, the City recently employed a plumbing contractor to assess the existing work, which revealed significant deficiencies that will require many parts of the plumbing work to be removed and reinstalled; and

WHEREAS, continued investigation of the work continues to reveal deficiencies in the construction and deviations from the plans and specifications; and

WHEREAS, these issues constitute sufficient grounds to determine that Construction Specialists, LLC is in default of the terms of the Agreement, which constitute grounds for termination.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to terminate for cause the Agreement with Construction Specialists, LLC for Construction of the Art Center of Mississippi Restroom Renovation and Update for Accessibility Compliance Project pursuant to Article 7 of the Agreement and Article 14 of the General Conditions of the Contract for Construction.

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

President Foote recognized **Terry Williamson, Legal Counsel**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND EASEMENT BETWEEN UNIVERSITY OF MISSISSIPPI MEDICAL CENTER AND THE CITY OF JACKSON, MISSISSIPPI TO ALLOW FOR THE CONSTRUCTION OF A WATER DISTRIBUTION LINE ACROSS CITY OF JACKSON RIGHT-OF-WAY IN NORTH STATE STREET.

WHEREAS, the main campus of the University of Mississippi Medical Center (“UMMC”) obtains its drinking water supply from wells located on the main campus and disposes of wastewater for treatment by the City of Jackson at its main wastewater treatment plant; and

WHEREAS, the City charges the main campus of UMMC for transportation and treatment of its wastewater based on the volume of water pumped from its well as measured by meters on the water wells; and

WHEREAS, UMMC is in need of additional water supply as a result of recent additions to the facilities on the grounds of the main campus; and

WHEREAS, UMMC does not have sufficient space on the property of its main campus to construct a new well; and

WHEREAS, UMMC owns property on the west side of North State Street across from the main campus where there is sufficient space to locate a new well; and

WHEREAS, in order to connect the well to the main campus, UMMC will need to cross the City’s right-of-way in North State Street; and

WHEREAS, UMMC is the state’s only academic health sciences center; and

WHEREAS, it is the mission of UMMC to improve the health and well-being of patients and the community through excellence in training of health care professionals, engagement in innovative research, and delivery of state-of-the-art health care; and

WHEREAS, UMMC is seeking the permission of City in the form of an MOU and a corresponding easement to construct a water line within the City's right-of-way for North State Street to allow for the distribution of water to the main campus on the east side of North State Street from a new well on the west side of North State Street; and

WHEREAS, the City deems an MOU and the accompanying easement over its right-of-way to be in its best interest because it will assist UMMC in continuing to provide high-quality, state-of-the-art medical services to residents of the City, especially low-income and disadvantaged residents; and

WHEREAS, the City and UMMC agree that the additional water service to the main campus will be bored beneath North State Street to avoid damage to the roadway; and

WHEREAS, under the terms of the Memorandum of Understanding, UMMC will agree to the following:

1. UMMC shall be solely responsible for the procurement of the construction necessary to install the water service line and its appurtenances (the "Water Line"), and shall solely bear the cost of the design and construction of the Water Line. Prior to beginning construction on the Water Line, UMMC shall provide City with a full set of the design specifications and drawings that it intends to use in the construction of the Water Line. UMMC shall not begin construction until receiving written approval of the design specifications and drawings from City. However, if written approval is not received within thirty (30) calendar days from submission by UMMC to City, the City's written approval will be deemed granted on the 31st day. UMMC agrees to make any necessary revisions to the design specifications and drawings based on the City's reasonable review.
2. UMMC agrees to obtain a right-of-way permit from the City prior to commencing construction of the Water Line. UMMC agrees to obtain any additional permits reasonably required by the City Department of Planning and Development, Building Permit Division that the City deems necessary to allow for appropriate monitoring and inspection of construction.
3. Upon completion of construction, UMMC shall be solely responsible for the operation and maintenance of the Water Line, and the costs associated with operation and maintenance.
4. UMMC will be solely responsible for relocating or adjusting the Water Line in the event it comes into conflict with future road or utility improvements along North State Street.
5. UMMC shall not provide water service via the Water Line or the new well to any facility that is not owned or operated by the University of Mississippi Medical Center without first obtaining permission from the City of Jackson through an amendment to this MOU or a separate MOU; and

WHEREAS, under the Memorandum of Agreement, the City would agree to do the following:

1. The City agrees to prioritize and expedite its review of design specifications and drawings for the construction of the Water Line. The City agrees to prioritize and expedite the review of the right-of-way permit application and any other building permit applications required by the City.
2. The City shall provide UMMC with adequate written notice of any future road or utility improvements along North State Street, which will implicate UMMC's Responsibility described in Section 1. above;

and

WHEREAS, UMMC also agrees that it will cause the contractor performing the work and that contractor's subcontractors to have the requisite workers' compensation coverage, contractor's commercial general liability insurance, and automobile liability insurance; and

WHEREAS, UMMC, its contractors, and subcontractors performing work on the project shall name the City as additional insured on those policies of insurance and provide a certificate of insurance evincing the coverages; and

WHEREAS, the City agrees to grant to UMMC an easement across its right-of-way on North State Street for the water line described as follows:

The centerline of a twenty foot (20') wide "waterline" easement being situated in the Southeast 1/4 of Section 27 and in the Southwest 1/4 of Section 26, both in Township 6 North, Range 1 East, City of Jackson, First Judicial District of Hinds County, Mississippi, and being more particularly described by metes and bounds as follows, to-wit:

Commence at a concrete monument which marks the southwest corner of the Veteran's Administration Hospital property as described in Deed Book 1088 at Page 421 of the Chancery records of Hinds County at Jackson, Mississippi, being further identified as having a coordinate value of North 1,028,229.081 and East 2,347,204.075 on the below referenced Coordinate System, said concrete marker being further described as being 440.38 feet East of and 3,315.29 feet South of the northeast corner of Lot 7 of Block "B" of Woodland Hills, a subdivision, the map or plat of which is recorded in Plat Book 4 at Page 40 of the Chancery Records of Hinds County at Jackson, Mississippi and being further described as being 50.00 feet left of and perpendicular to the centerline of Station 30+30.2 of Federal Aid Highway Project No. U-001-2(16); thence North 00° 19' 47" East for a distance of 989.84 feet along the Western line of the said Veteran's Administration Hospital property to a concrete monument which marks the Northwest corner thereof; thence South 81° 13' 30" West for a distance of 1,870.94 feet to a 5/8" iron pin set at the eastern right of way line of North State Street, thence South 82° 14' 45" West for a distance of 100.99 feet to a 5/8" iron pin set which marks the POINT OF BEGINNING of the centerline of a 20 foot (20') wide "waterline" easement herein described being further identified as having a coordinate value of North 1,028,919.849 and East 2,345,260.659 on the below referenced Coordinate System; thence run the following bearings and distances along the said centerline of the waterline easement as follows: South 82° 14' 45" West for a distance of 49.13 feet; North 89° 41' 26" West for a distance of 495.15 feet; South 86° 18' 34" West for a distance of 40.00 feet; South 82° 18' 34" West for a distance of 20.00 feet; South 79° 18' 34" West for a distance of 220.24 feet; South 39° 03' 50" West for a distance of 51.11 feet; South 50° 18' 50" West for a distance of 40.00 feet; South 55° 18' 50" West for a distance of 40.000 feet; South 60° 18' 50" West for a distance of 20.00 feet; South 65° 18' 50" West for a distance of 20.00 feet; South 70° 18' 50" West for a distance of 20.00 feet; South 75° 18' 50" West for a distance of 46.43 feet; South 54° 28' 53" West for a distance of 157.25 feet; South 45° 28' 05" West for a distance of 3.24 feet to the POINT OF ENDING for the easement herein described, and being further identified as having a coordinate value of North 1,028,651.400 and East 2,344,115.211 on the below referenced Coordinate System.

This description is based on the Mississippi State Plane Coordinate System, West Zone, NAD83(CORS96), grid values, using a combined scale factor of 0.99994113 and a grid to geodetic azimuth angle of (+) 00° 05' 15" developed at the approximate center of the property.

WHEREAS, the easement is subject to the terms of the Memorandum of Understanding being approved and shall be for the sole purpose of installing, operating and maintaining a water service line and its appurtenances beneath the surface of the right-of-way to provide water to the main campus, and for no other purpose whatsoever.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Memorandum of Understanding and an associated waterline easement with University of Mississippi Medical Center according to the terms set forth herein.

Vice President Lee moved adoption; **Council Member Lindsay** seconded.

President Foote recognized **Terry Williamson, Legal Counsel** and **Robert Lee, Interim Public Works Director** who provided a brief overview of said item.

After a thorough discussion, **President Foote** recognized **Vice President Lee** and **Council Member Lindsay** who withdrew their motion and second. Said item would be tabled until a later date.

ORDER ACCEPTING THE BID OF FORDICE CONSTRUCTION COMPANY, INC., FOR CONSTRUCTION OF THE COLONIAL CIRCLE BRIDGE PROJECT, PROJECT NUMBER ERBR-25(03), AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY.

WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the Colonial Circle Bridge Project; and

WHEREAS, the bid of Fordice Construction Company, Inc., in the amount of \$688,192.00 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Fordice Construction Company, Inc., in the amount of \$688,192.00 for the Colonial Circle Bridge Project to be the lowest and best bid; and

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

IT IS, THEREFORE, ORDERED that the bid of Fordice Construction Company, Inc., for the construction of the Colonial Circle Bridge Project, Project Number ERBR-25(03), in the amount of \$688,192.00 is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Mayor is authorized to execute and the Municipal Clerk is authorized to attest a contract with Fordice Construction Company, Inc., for the construction of the Colonial Circle Bridge Project.

IT IS FURTHER ORDERED that the Mayor be authorized to execute any and all no-cost item documents necessary for the administration and construction of the Colonial Circle Bridge Project and to submit the same to the Mississippi Department of Transportation as needed.

Vice President Lee moved adoption; **Council Member Lindsay** seconded.

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

Nays – None.

Absent – None.

ORDER ACCEPTING THE BID OF FORDICE CONSTRUCTION COMPANY, INC., FOR CONSTRUCTION OF THE MCRAVEN ROAD BRIDGE PROJECT, PROJECT NUMBER ERBR-25(04), AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY.

WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the McRaven Road Bridge Project; and

WHEREAS, the bid of Fordice Construction Company, Inc., in the amount of \$220,798.00 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Fordice Construction Company, Inc., in the amount of \$220,798.00 for the McRaven Road Bridge Project to be the lowest and best bid; and

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

IT IS, THEREFORE, ORDERED that the bid of Fordice Construction Company, Inc., for the construction of the McRaven Road Bridge Project, Project Number ERBR-25(04), in the amount of \$220,798.00 is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Mayor is authorized to execute and the Municipal Clerk is authorized to attest a contract with Fordice Construction Company, Inc., for the construction of the McRaven Road Bridge Project.

IT IS FURTHER ORDERED that the Mayor be authorized to execute any and all no-cost item documents necessary for the administration and construction of the McRaven Road Bridge Project and to submit the same to the Mississippi Department of Transportation as needed.

Vice President Lee moved adoption; **Council Member Hartley** seconded.

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE PAYMENT OF ATTORNEY’S FEES ON BEHALF OF JACKSON POLICE OFFICER DON GATER, IN THE MATTER OF MARTHA DEE VS. THE CITY OF JACKSON, JAMES DAVIS, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, DONALD GATER, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:20-cv-752-KHJ-FKB.

WHEREAS, on November 25, 2020, Marth Dee filed a federal civil rights lawsuit against the City of Jackson, Mississippi, James Davis, in his individual and official capacity, Donald Gater, in his individual and official capacity, and other unidentified police officers from an alleged incident that occurred on or about April 2, 2019; and

WHEREAS, the Plaintiff, Martha Dee, has sued Officer Donald Gater in both his official and individual capacities; and

WHEREAS, the Office of the City Attorney believes there is a high risk of a conflict of interest in the representation of Officer Gater in both his official and individual capacity inasmuch as the statutory and legal requirements of immunity for the City and an individual police officer differ greatly under current legal precedent in such civil rights litigation; and

WHEREAS, the City has a statutory obligation to provide defense counsel for its officers and other employees; and

WHEREAS, Officer Gater desires to be represented by Counsel, Attorney Francis Springer; and

WHEREAS, Attorney Springer has agreed to represent Officer Gater for the same discounted hourly rate of \$150.00 per hour.

IT IS, THEREFORE, ORDERED that the City is hereby authorized to pay Attorney Francis Springer for the representation of Officer Donald Gater in the matter of Martha Dee vs. City of Jackson, et al at an hourly rate of \$150.00 per hour.

Vice President Lee moved adoption; **Council Member Hartley** seconded.

After a thorough discussion, **President Foote** recognized **Vice President Lee** and **Council Member Hartley** who withdrew their motion and second. Said item would be held until later in the meeting during Executive Session.

There came for consideration Agenda Item No. 23:

ORDER AUTHORIZING THE PAYMENT OF ATTORNEY'S FEES ON BEHALF OF JACKSON POLICE OFFICERS ENEKE SMITH AND ANTHONY THOMPSON, IN THE MATTER OF SHELIARAGLAND, AS THE ADMINISTRATRIX OF THE ESTATE OF MARIO CLARK, DECEASED, AN ON BEHALF OF THE WRONGFUL DEATH HEIRS OF MARIO CLARK DECEASED VS. THE CITY OF JACKSON, JAMES DAVIS, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, ANTHONY THOMPSON, IN HIS INDIVIDUAL CAPACITY, DARRELL ROBINSON, IN HIS INDIVIDUAL CAPACITY, DARRELL MCDUFFIE, IN HIS INDIVIDUAL CAPACITY, AND ENEKE SMITH, IN HER INDIVIDUAL AND OFFICIAL CAPACITY, AND JOHN DOES 1-4; IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:22-cv-69- DPJ-FKB. President Foote stated that said item would be held until later in the meeting during Executive Session.

There came for consideration Agenda Item No. 24:

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON AND CHIEF JAMES DAVIS, INDIVIDUALLY AND IN HIS OFFICIAL CAPACITY, IN THE MATTE OF "SANDRA STASHER V. CITY OF JACKSON, MISSISSIPPI, AND CHIEF JAMES DAVIS, INDIVIDUALLY AND IN HIS OFFICIAL CAPACITY, IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:21-CV-99-HTW-LGI. President Foote stated that said item would be held until later in the meeting during Executive Session.

ORDER AUTHORIZING THE ACCEPTANCE OF PAYMENT OF \$24,350.00 FROM SEDGWICK CLAIMS MANAGEMENT SERVICES AND THE RISK MANAGER'S EXECUTION OF A RELEASE RELATED TO CLAIM FOR PROPERTY DAMAGE AGAINST ZAQUAVIAN HEATH, CANTEEN, MG FOODS, COMPASS GROUP USA, INC., NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, AIG, AND SEDGWICK CLAIMS MANAGEMENT SERVICES, ITS OFFICERS, DIRECTORS, AGENTS, ATTORNEYS, EMPLOYEES, AND ASSOCIATED COMPANIES, AFFILIATES, AND SUBSIDIARY COMPANIES ARISING OUT OF AN INCIDENT ON DECEMBER 3, 2022.

WHEREAS, Zaquavian Heath was operating a truck on December 3, 2022 and struck the traffic signal and mast arm structure located at the intersection of Fortification and Greymont Street; and

WHEREAS, the truck operated by Zaquavian Heath was owned by MG Foods; and

WHEREAS, Lewis Electric was contacted to provide an estimate for repair; and

WHEREAS, the cost of repair provided by Lewis Electric was \$24, 350.00; and

WHEREAS, a demand letter seeking payment of \$24,350.00 was sent to MG Foods and its insurer by the Division of Risk Management; and

WHEREAS, Sedgwick Claims Management Services acknowledged receipt of the demand and advised that it would tender payment upon receipt of an executed Release; and

WHEREAS, the Release provided by Sedgwick Claims Management Services applies to causes of action of whatever name or nature arising out of or on account of property damage that occurred on December 3, 2022; and

WHEREAS, the parties who are subject to the Release are ZAQUAVIAN HEATH, CANTEEN, MG FOODS, COMPASS GROUP USA, INC., NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, AIG, AND SEDGWICK CLAIMS MANAGEMENT SERVICES, ITS OFFICERS, DIRECTORS, AGENTS, ATTORNEYS, EMPLOYEES, AND ASSOCIATED COMPANIES, AFFILIATES, AND SUBSIDIARY COMPANIES; and

WHEREAS, the Risk Management Division recommends that the Release be executed and the sum of \$24,350.00 be accepted because no other damages are known and anticipated to arise.

IT IS HEREBY ORDERED that the Risk Manager may execute the Release provided by Sedgwick Claims Management Service and the payment of \$24,350.00 may be accepted.

IT IS HEREBY ORDERED that the Release executed by the Risk Manager shall not become effective upon the receipt of the sum of \$24,350.00 in United States legal tender.

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

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

Nays – None.

Absent – None.

There came for consideration Agenda Item No. 26:

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN JACKSON FUTBOL CLUB, INC. vs. CITY OF JACKSON, MS CASE NO. 14-3824, IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT. President Foote stated said item would be held until later in the meeting during Executive Session.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR ONE KONICA MINOLTA BIZHUB B360i COLOR COPIER TO BE USED BY THE RISK MANAGEMENT DIVISION PURSUANT TO STATE CONTRACT # 8200062059.

WHEREAS, the City of Jackson Risk Management Division has a need for copier equipment; and

WHEREAS, pursuant to Section 31-7-12(2), a municipality may purchase commodities from a state contract vendor without obtaining or advertising for competitive bids; and

WHEREAS, copier equipment falls within the definition of a commodity pursuant to Section 31-7-1 of the Mississippi Code; and

WHEREAS, Advantage Business Systems located at 5442 Executive Drive, Jackson, Mississippi has negotiated Contract # 8200062059 with the State of Mississippi; and

WHEREAS, the contract provides for the rental of a BIZHUB C360i Color Copier at a cost of \$264.00 per month for a term of thirty-six (36) months; and

WHEREAS, color copies will be billed at .059 and black and white copies at .009 per month; and

WHEREAS, the obligation to comply with the terms of the agreement is subject to the appropriation of funds; and

WHEREAS, if funds are not available, the agreement may be terminated with ten (10) working days written notice to Advantage Business Systems; and

WHEREAS, other pertinent provisions of the contract are set forth in the contract documents negotiated and revised as of February 2017; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the Mayor to execute a contract authorized pursuant to State contract # 8200062059.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute a contract for the lease of a BIZHUB C360i Color Copier from Advantage Business Systems.

IT IS HEREBY ORDERED that a sum not exceeding \$264.00 per month for a period not to exceed 36 months may be paid for the rental of the equipment.

IT IS HEREBY ORDERED that the sum of .059 for each color copy and .009 for each black and white copy may be paid to Advantage Business Systems with appropriate invoicing.

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

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

Nays – None.

Absent – None.

Note: **Council Member Grizzell** and **Vice President Lee** left the meeting.

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ORDERING THE EXPANSION OF THE RANKS OF THE JACKSON POLICE DEPARTMENT BY A MINIMUM OF ONE HUNDRED SWORN OFFICERS WITHIN A TIME PERIOD OF ONE YEAR.

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the actual numbers of sworn officers currently on the Jackson Police Department is woefully low; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council take the necessary steps to provide budgetary support and by all means necessary to ensure that the public safety and the primary need for law and order is maintained at a high level and with all deliberate speed in the City of Jackson.

THEREFORE, IT IS HEREBY ORDERED that the City Council of Jackson, Mississippi hereby orders the expansion of the ranks of the Jackson Police Department by a minimum of One Hundred sworn officers within a time period of one year.

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

President Foote recognized **Catoria Martin, City Attorney**, who recommended an amendment to said item in the title changing “ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ORDERING THE EXPANSION OF THE RANKS OF THE JACKSON POLICE DEPARTMENT BY A MINIMUM OF ONE HUNDRED SWORN OFFICERS WITHIN A TIME PERIOD OF ONE YEAR” to “ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ORDERING THE RECRUITMENT OF A MINIMUM OF FIFTY SWORN OFFICERS WITHIN A TIME PERIOD OF ONE YEAR”, and in the Therefore, It Is Hereby Ordered section changing

“THEREFORE, IT IS HEREBY ORDERED, the City Council of Jackson, Mississippi hereby orders the expansion of the ranks of the Jackson Police Department by a minimum of One Hundred sworn officers within a time period of one year” to “THEREFORE, IT IS HEREBY ORDERED, the City Council of Jackson, Mississippi hereby orders the recruitment of a minimum of Fifty sworn officers within a time period of one year”.

President Foote recognized **Council Member Banks** who moved, seconded by **Council Member Hartley** to amend said order to reflect the changes as stated by **Catoria Martin, City Attorney**. The motion prevailed by the following vote:

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

Thereafter, **President Foote**, called for a vote of said item as amended:

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ORDERING THE RECRUITMENT OF A MINIMUM OF FIFTY SWORN OFFICERS WITHIN A TIME PERIOD OF ONE YEAR.

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the actual numbers of sworn officers currently on the Jackson Police Department is woefully low; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council take the necessary steps to provide budgetary support and by all means necessary to ensure that the public safety and the primary need for law and order is maintained at a high level and with all deliberate speed in the City of Jackson; and

THEREFORE, IT IS HEREBY ORDERED that the City Council of Jackson, Mississippi hereby orders the recruitment of a minimum of Fifty sworn officers within a time period of one year.

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

Note: Council Member Lindsay left the meeting.

There came on for Discussion, Agenda Item No. 30:

DISCUSSION: INTRODUCTION OF HOMELESS COORDINATOR: President Foote recognized **Council Member Hartley** who introduced **Fredrick Brandon, Homeless Coordinator, City of Jackson**, who provided an overview of his job responsibilities as the Homeless Coordinator for the City of Jackson.

President Foote recognized **Council Member Banks** who moved, seconded by **Council Member Hartley** to add an item to the agenda on an emergency basis, Order authorizing the Mayor to execute a 12-month extension to a rental agreement with advantage business systems for a Konica Minolta Bizhub c368 black/white copier to be used by the Telecommunications Division under the Department of Information Technology. The motion prevailed by the following vote:

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

Note: Council Member Lindsay returned to the meeting.

There came on as the Emergency Agenda Item: ORDER AUTHORIZING THE MAYOR TO EXECUTE A 12-MONTH EXTENSION TO A RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C368 BLACK/WHITE COPIER TO BE USED BY THE TELECOMMUNICATIONS DIVISION UNDER THE DEPARTMENT OF INFORMATION TECHNOLOGY. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 12-MONTH EXTENSION TO A RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C368 BLACK/WHITE COPIER TO BE USED BY THE TELECOMMUNICATIONS DIVISION UNDER THE DEPARTMENT OF INFORMATION TECHNOLOGY.

WHEREAS, the Telecommunications Division under the Department of Information Technology desires to enter into a 12-month rental agreement for a Konica Minolta Bizhub 360i Digital System with Advantage Business Systems, which has its principal place of business at 5442 Executive Place, Jackson, Mississippi 39206; and

WHEREAS, on August 14, 2018, the governing authorities for the City of Jackson authorized the Mayor to execute a 48-month rental agreement with Advantage Business Systems for Digital Imaging System with maintenance to be used by the Telecommunications Division; and

WHEREAS, the 48-month rental agreement provides that if the customer desires to continue renting equipment at the expiration of the original agreement, the customer must enter into a new rental agreement which shall be separate from the State contract agreement #8200038141; and

WHEREAS, the Telecommunications Division proposes a 12-month extension of this agreement which commenced on September 14, 2022, and terminates on August 13, 2023; and

WHEREAS, the Telecommunications Division recommends that the governing authorities for the City of Jackson ratify and accept a 12-month rental extension agreement with Advantage Business Systems for a Konica Minolta Bizhub C368 (DF704 Document Feeder, FK514 Fax Kit, FS534 + RU513 Finisher, and PK520 Punch Kit) with maintenance to be used from September 14, 2022, through August 13, 2023, plus a copy charge of \$0.0085 per copy for black and white and \$0.055 per color copy; and

WHEREAS, the State of Mississippi Department of Finance and Administration has negotiated a price agreement contract with Konica Minolta Business Solutions, U.S.A., Inc. for the rental and purchase of copiers/printers on a nonexclusive basis for twelve months beginning May 1, 2018, and ending on April 30, 2019, in accordance with the State of Mississippi Proposal Format and Guidelines for Copiers/Printers; and

WHEREAS, this State contract agreement #8200038141 was entered into for the benefit of governing authorities and agencies; and

WHEREAS, commodities purchased or procured from a state-negotiated contract are exempt from the bid requirements pursuant to Section 31-7-13(m)(i) of the Mississippi Code of 1972 Annotated, as amended; and

WHEREAS, Advantage Business Systems is approved as an authorized dealer of Konica Minolta Business Solutions U.S.A., Inc.; and

REGULAR MEETING OF THE CITY COUNCIL

TUESDAY, FEBRUARY 14, 2023 10:00 A.M.

WHEREAS, the Konica Minolta Bizhub C368 copier, assigned item number A7PU011, appears on State contract #8200038141; and

WHEREAS, Advantage Business Systems quoted the Telecommunications Division the price of \$199.00 a month to rent the Konica Minolta Bizhub C368 (DF704 Document Feeder, FK514 Fax Kit, FS534 + RU513 Finisher, and PK520 Punch Kit) with maintenance) and maintenance which is less than the state-negotiated contract price; and

WHEREAS, the best interest of the City of Jackson would be served by ratifying and accepting a 12- month rental extension agreement with Advantage Business Systems for a Konica Minolta Bizhub C368 (DF704 Document Feeder, FK514 Fax Kit, FS534 + RU513 Finisher, and PK520 Punch Kit) with maintenance to be used from September 14, 2022, through August 13, 2023, plus a copy charge of \$0.0085 per copy for black and white and \$0.055 per color copy.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to ratify and accept a 12-month rental extension agreement with Advantage Business Systems for a Konica Minolta Bizhub C368 (DF704 Document Feeder, FK514 Fax Kit, FS534 + RU513 Finisher, and PK520 Punch Kit) with maintenance to be used from September 14, 2022, through August 13, 2023, plus a copy charge of \$0.0085 per copy for black and white and \$0.055 per color copy to be used by the Telecommunications Division.

Council Member Hartley moved adoption; Council Member Banks seconded.

President Foote recognized Catoria Martin, City Attorney, who provided a brief overview of said item.

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

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

There came on for Discussion, Agenda Item No. 31:

DISCUSSION: SAVING CHILDREN: President Foote stated said item would be tabled until a later date at the request of Council Member Stokes.

There came on for Discussion, Agenda Item No. 32:

DISCUSSION: ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR): President Foote stated said item would be tabled until a later date at the request of Council Member Banks.

There came on for Discussion, Agenda Item No. 33:

DISCUSSION: TERRY ROAD CONSTRUCTION: President Foote stated said item would be tabled until a later date at the request of Council Member Banks.

There came on for Discussion, Agenda Item No. 34:

DISCUSSION: JACKSON ZOO: President Foote expressed concerns regarding a recent USDA inspection of the Jackson Zoo. President Foote recognized Ison Harris, Director of Parks and Recreation, who provided a brief statement regarding staffing issues at the zoo detailed in a recent USDA inspection.

There came on for Discussion, Agenda Item No. 34:

DISCUSSION: UPDATE HOLDING FACILITY: President Foote stated said item would be tabled until a later date.

President Foote recognized Council Member Lindsay who moved, seconded by Council Member Hartley to go into Closed Session to take up Agenda Items 22, 23, 24 and 26. The motion prevailed by the following vote:

Yeas – Banks, Foote, Hartley, Lindsay and Stokes.

Nays – None.

Absent – Grizzell and Lee.

President Foote announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding “Pending and Ongoing Litigation”.

During Closed Session, Council Member Foote moved, seconded by Council Member Banks to go into Executive Session regarding “Pending and Ongoing Litigation”.

Yeas – Banks, Foote, Hartley, Lindsay and Stokes.

Nays – None.

Absent – Grizzell and Lee.

Note: Council Member Stokes left the meeting during Executive Session.

President Foote recognized Council Member Banks who moved, seconded by Council Member Hartley, to come out of Executive Session. The motion prevailed by the following vote:

Yeas – Banks, Foote, Hartley, Lindsay and Stokes.

Nays – None.

Absent – Grizzell and Lee.

President Foote announced to the public that the Council voted to come out of Executive Session and action was taken.

During Executive Session, the Council took action on Agenda Item No. 22, 23, 24 and 26:

ORDER AUTHORIZING THE PAYMENT OF ATTORNEY'S FEES ON BEHALF OF JACKSON POLICE OFFICER DON GATER, IN THE MATTER OF MARTHA DEE VS. THE CITY OF JACKSON, JAMES DAVIS, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, DONALD GATER, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:20-cv-752-KHJ-FKB.

WHEREAS, on November 25, 2020, Marth Dee filed a federal civil rights lawsuit against the City of Jackson, Mississippi, James Davis, in his individual and official capacity, Donald Gater, in his individual and official capacity, and other unidentified police officers from an alleged incident that occurred on or about April 2, 2019; and

WHEREAS, the Plaintiff, Martha Dee, has sued Officer Donald Gater in both his official and individual capacities; and

WHEREAS, the Office of the City Attorney believes there is a high risk of a conflict of interest in the representation of Officer Gater in both his official and individual capacity inasmuch as the statutory and legal requirements of immunity for the City and an individual police officer differ greatly under current legal precedent in such civil rights litigation; and

WHEREAS, the City has a statutory obligation to provide defense counsel for its officers and other employees; and

WHEREAS, Officer Gater desires to be represented by Counsel, Attorney Francis Springer; and

WHEREAS, Attorney Springer has agreed to represent Officer Gater for the same discounted hourly rate of \$150.00 per hour.

IT IS, THEREFORE, ORDERED that the City is hereby authorized to pay Attorney Francis Springer for the representation of Officer Donald Gater in the matter of Martha Dee vs. City of Jackson, et al at an hourly rate of \$150.00 per hour.

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

Yeas – Banks, Foote, Hartley and Lindsay.

Nays – None.

Absent – None.

ORDER AUTHORIZING THE PAYMENT OF ATTORNEY'S FEES ON BEHALF OF JACKSON POLICE OFFICERS ENEKE SMITH AND ANTHONY THOMPSON, IN THE MATTER OF SHELIA RAGLAND, AS THE ADMINISTRATRIX OF THE ESTATE OF MARIO CLARK, DECEASED, AN ON BEHALF OF THE WRONGFUL DEATH HEIRS OF MARIO CLARK DECEASED VS. THE CITY OF JACKSON, JAMES DAVIS, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, ANTHONY THOMPSON, IN HIS INDIVIDUAL CAPACITY, DARRELL ROBINSON, IN HIS INDIVIDUAL CAPACITY, DARRELL MCDUFFIE, IN HIS INDIVIDUAL CAPACITY, AND ENEKE SMITH, IN HER INDIVIDUAL AND OFFICIAL CAPACITY, AND JOHN DOES 1-4; IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:22-cv-69- DPJ-FKB.

WHEREAS, on February 12, 2022, Shelia Ragland filed a federal civil rights lawsuit against the City of Jackson, Mississippi, James Davis, in his individual and official capacity, Anthony Thompson, in his individual capacity, Darrell Robinson, in his individual capacity, Darrell McDuffie, in his individual capacity, and Eneke Smith, in her individual and official capacity, and other unidentified police officers from an alleged incident that occurred on or about February 14, 2019; and

WHEREAS, the Plaintiff, Shelia Ragland, et al has sued Officer Eneke Smith in both her official and individual capacities; and

WHEREAS, the Plaintiff, Shelia Ragland, et al has sued Officer Anthony Thompson in his individual capacity; and

WHEREAS, the Office of the City Attorney believes there is a high risk of a conflict of interest in the representation of Officers Smith and Thompson in both their official and individual capacity inasmuch as the statutory and legal requirements of immunity for the City and an individual police officer differ greatly under current legal precedent in such civil rights litigation; and

WHEREAS, the City has a statutory obligation to provide defense counsel for its officers and other employees; and

WHEREAS, Officers Smith and Thompson desire to be represented by Counsel, Attorney Francis Springer; and

WHEREAS, Attorney Springer has agreed to represent Officers Smith and Thompson for the same discounted hourly rate of \$150.00 per hour.

IT IS, THEREFORE, ORDERED that the City is hereby authorized to pay Attorney Francis Springer for the representation of Officers Smith and Thompson in the matter of Shelia Ragland et al. vs. City of Jackson, et al. at an hourly rate of \$150.00 per hour, not to exceed \$2,500.00.

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

Yeas – Foote, Hartley and Lindsay.

Nays – Banks.

Absent – None.

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON AND CHIEF JAMES DAVIS, INDIVIDUALLY AND IN HIS OFFICIAL CAPACITY, IN THE MATTE OF “SANDRA STASHER V. CITY OF JACKSON, MISSISSIPPI, AND CHIEF JAMES DAVIS, INDIVIDUALLY AND IN HIS OFFICIAL CAPACITY, IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:21-CV-99-HTW-LGI.

WHEREAS, on February 8, 2021, Sandra Stasher filed a Complaint in the United States District Court for the Southern District of Mississippi, Northern Division against the City of Jackson, Mississippi and Chief James Davis alleging sex discrimination, race discrimination and retaliation; and

WHEREAS, on January 12, 2023, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit in return for a complete release of the City of Jackson, Mississippi and Chief James Davis from the lawsuit; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and

WHEREAS, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims in the lawsuit styled Sandra Stasher v. City of Jackson, Mississippi and Chief James Davis, Individually and in his Official Capacity, Civil Action No.: 3:21-cv-99-HTW-LGI; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiff and its Counsel, as full and final settlement of this matter.

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

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

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN JACKSON FUTBOL CLUB, INC. vs. CITY OF JACKSON, MS CASE NO. 14-3824, IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT.

WHEREAS, on October 16, 2014, a Complaint was filed naming the City of Jackson, Mississippi, as Defendant, in the County Court of Hinds County, Mississippi, First Judicial District, Cause No. 14-3824; and

WHEREAS, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and

WHEREAS, the Office of the City attorney advises that Plaintiff and its counsel are willing to accept settlement in a reasonable amount to fully release all claims against the City of Jackson; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Jackson to resolve all issues and claims against all parties and pay said settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims in the lawsuit styled Jackson Futbol Club, Inc. vs. City of Jackson, MS, Case No. 14-3824; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiff and its Counsel, as full and final settlement of this matter.

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

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

There were no reports/announcements provided during the meeting.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council/Citizen’s Agenda Meeting at 6:00 p.m. on February 23, 2023. At 1:11 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

Shanekia Masley - Jordan
CLERK OF COUNCIL

[Signature] 3/14/2023
COUNCIL PRESIDENT DATE

REGULAR MEETING OF THE CITY COUNCIL

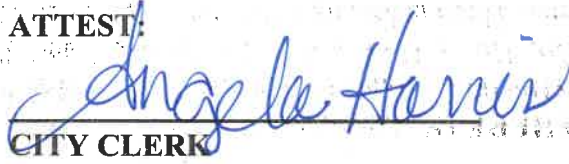
TUESDAY, FEBRUARY 14, 2023 10:00 A.M.

666



MAYOR

ATTEST:



CITY CLERK
