

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, FEBRUARY 27, 2024 10:00 A.M.**

1035

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on February 27, 2024, being the fourth Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Aaron Banks, Council President, Ward 6; Angelique Lee, Vice-President, Ward 2; Ashby Foote, Ward 1; Kenneth Stokes, Ward 3; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5 and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Drew Martin, City Attorney.

Absent: None.

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

The invocation was offered by **Pastor Jefforey Stafford of Mount Calvary Missionary Baptist Church, Ward 2**.

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

Note: Council Member **Grizzell** joined the meeting.

President Banks introduced **Dr. Mark Henderson** who presented the JSU MADDRAMA Performance Troupe who performed in honor of Black History Month.

Note: Council Member **Stokes** joined the meeting.

The following individuals provided public comments during the meeting:

- **Alice Buckhanan** expressed concerns regarding water and sewer problems in the City of Jackson.
- **Darlene Lomax** expressed concerns regarding garbage issues and Black History.
- **Jade Jackson** announced an upcoming Sneak Peek event.

ORDER ACCEPTING PAYMENT OF \$3,054.57 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF THEIR INSURED VINCENT EVANS AS A VEHICLE DAMAGE SETTLEMENT FOR CITY SUV-0067.

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$3,054.57 as a vehicle property damage by Risk Management for damages sustained to City of Jackson vehicle SUV-0067 on or about November 10, 2022.

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



MAYOR

ATTEST:


CITY CLERK

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

ORDER ACCEPTING PAYMENT OF \$6,275.00 FROM SAFECO INSURANCE COMPANY ON BEHALF OF THEIR INSURED MABLE VINCE AS A VEHICLE DAMAGE SETTLEMENT.

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$6,275.00 as a vehicle property damage by Risk Management for damages sustained to City of Jackson vehicle PT-740 on July 22, 2022.

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

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

APPROVAL OF THE FEBRUARY 13, 2024 SPECIAL COUNCIL MEETING MINUTES.

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

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

ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI TO PROHIBIT THE AWARD OF A SOLID WASTE CONTRACT TO RICHARD’S DISPOSAL INC.
President Banks stated that said item would be placed on the next Special Council agenda to be held on March 19, 2024.

President Banks requested that Agenda Item No. 17 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO TERMINATE THE LEASE AGREEMENT FOR JACKSON POLICE PRECINCT FOUR, LOCATED AT 5080 PARKWAY DRIVE, JACKSON, MS 39211, AND TO PAY THE LEASE TERMINATION FEE OF \$2,000.00.

WHEREAS, the Jackson Police Department is a decentralized law enforcement agency consisting of four (4) police precincts strategically located throughout the City of Jackson; and

WHEREAS, on or about August 24, 2016, a lease was entered into by the City of Jackson and Colonial Mart Retail, LLC for the use of property located at 5080 Parkway Drive, Jackson, MS, 39211, for the use of a Police Precinct/Office Space for Precinct Four; and

WHEREAS, by order on August 31, 2021, the City Council authorized a 5-year lease extension with an option to terminate at the end of each year at a cost of \$1000.00 per year for each year remaining in the lease; and

WHEREAS, on April 6, 2022, Colonial Mart Retail, LLC assigned the lease agreement to LBD Properties, LLC; and

WHEREAS, a provision of the lease states the lessee (the City of Jackson) shall have the right to terminate the lease with the termination being effective as of August 31st of any year during the extended term of the lease; and

WHEREAS, conditions of the termination state Lessee shall provide written notice to Lessor of its intent to terminate the Lease ("Lease Termination Notice") with the termination being effective as of August 31st of the then current lease term year ("Lease Termination Date") on or before the date which is six (6) months prior to the end of the current lease term year (February 28th/29th – "Termination Notice Date"). Failure to provide written notice on or before the Termination Notice Date will disallow termination at the end of that current lease term year; and

WHEREAS, the current lease termination fee is \$2,000.00 with a lease termination notice date of February 29, 2024.

IT IS HEREBY ORDERED is hereby ordered that the Mayor is authorized to terminate the lease agreement for Jackson Police Precinct Four, located at 5080 Parkway Drive, Jackson, MS, 39211, and to pay the lease termination fee of \$2,000.00.

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

President Banks recognized **Joseph Wade**, Chief of the Jackson Police Department, who provided a brief overview of said item.

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

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

ORDER APPROVING CLAIMS NUMBER 29929 to 29970 APPEARING AT PAGES 237 TO 257 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$19,899,081.51 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 29929 to 29970 appearing at pages 237 to 257, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$19,899,081.51 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	17,147,206.93
TECHNOLOGY FUND	2,776.50
PARKS & RECR. FUND	28,077.17
LANDFILL/SANITATION FUND	963,456.34
STATE TORT CLAIMS FUND	116.81
WATER/SEWER OP & MAINT FUND	29,402.59
EMPLOYEES GROUP INSURANCE FUND	146,299.12
HOUSING COMM DEV ACT (CDBG) FD	24,271.16
UNEMPLOYMENT COMPENSATION REVO	9,757.80
H O P W A GRANT – DEPT OF HUD	78,012.50
INFRASTRUCTURE BOND 2020 \$32M	954,264.03
1% INFRASTRUCTURE TAX	152,861.02

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, FEBRUARY 27, 2024 10:00 A.M.**

1038

MADISON SEWAGE DISP OP & MAINT	27.57
TRANSPORTATION FUND	18,392.10
JXN CONVENTION & VISITORS BUR	290,919.60
RESURFACING – REPAIR & REPL. FD	1,129.94
MODERNIZATION TAX	27,250.00
CDBG COVID CARES	2,154.75
ZOOLOGICAL PARK	18,012.94
DFA-EUBANKS HB1353	4,692.64
TOTAL	<u>\$19,899,081.51</u>

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

President Banks recognized **Fidelis Malembeka, Chief Financial Officer**, who recommended an amendment on claims to add payments to Colonial Mart Retail, LLC in the amount of \$2,000.00, NLC Membership in the amount of \$12,121.00 and remove a payment to Mythics in the amount of \$24,856.41.

Council Member Stokes 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 Banks recognized **Fidelis Malembeka, Chief Financial Officer**, who provided a brief overview of larger claims at the request of **President Banks**.

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

ORDER APPROVING CLAIMS NUMBER 29929 to 29970 APPEARING AT PAGES 237 TO 257 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$19,888,346.10 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 29929 to 29970 appearing at pages 237 to 257, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$19,888346.10 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	17,147,206.93
TECHNOLOGY FUND	2,776.50
PARKS & RECR. FUND	28,077.17
LANDFILL/SANITATION FUND	963,456.34
STATE TORT CLAIMS FUND	116.81
WATER/SEWER OP & MAINT FUND	29,402.59
EMPLOYEES GROUP INSURANCE FUND	146,299.12
HOUSING COMM DEV ACT (CDBG) FD	24,271.16
UNEMPLOYMENT COMPENSATION REVO	9,757.80

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, FEBRUARY 27, 2024 10:00 A.M.**

1039

H O P W A GRANT – DEPT OF HUD	78,012.50
INFRASTRUCTURE BOND 2020 \$32M	954,264.03
1% INFRASTRUCTURE TAX	152,861.02
MADISON SEWAGE DISP OP & MAINT	27.57
TRANSPORTATION FUND	18,392.10
JXN CONVENTION & VISITORS BUR	290,919.60
RESURFACING – REPAIR & REPL. FD	1,129.94
MODERNIZATION TAX	27,250.00
CDBG COVID CARES	2,154.75
ZOOLOGICAL PARK	18,012.94
DFA-EUBANKS HB1353	4,692.64

TOTAL **\$19,888,346.10**

Yeas – Banks, Grizzell, Lee and Lindsay.

Nays – Foote, Hartley and Stokes.

Absent – None.

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 29929 TO 29970 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 29929 to 29970 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$96,784.72 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		2,565,092.58
PARKS & RECR FUND		82,977.93
LANDFILL FUND		22,409.61
SENIOR AIDES		3,473.53
WATER/SEWER OPER & MAINT		67,726.97
PAYROLL	\$96,784.72	
HOUSING COMM DEV		6,963.68
TITLE III AGING PROGRAMS		6,054.85
TRANSPORTATION FUND		15,746.19
PEG ACCESS-PROGRAMMING FUND		5,475.39
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		29,927.11
NLC-MUNICIPAL REIMAGINING COMM		7,745.57
TOTAL		\$2,820,999.12

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE DEPARTMENT OF FINANCE AND ADMINISTRATION TO PAY PROFESSIONAL ASSOCIATION DUES AND TRAVEL-RELATED EXPENSES FOR VARIOUS ORGANIZATIONS AS IT IS REASONABLE AND NECESSARY TO THE PERFORMANCE OF THE DEPARTMENT OF FINANCE AND ADMINISTRATION DUTIES.

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 Attorney General opined a municipality may pay professional association dues for individuals if the public entity determines that the professional association dues or licensing fees are reasonable and necessary to the performance of the employee's duties, the membership must accrue to the benefit of the municipality, and any benefit to the individual must be merely incidental; and

WHEREAS, employees of the Department of Finance and Administration for the City of Jackson have held membership in the following organizations:

1. Government Finance Officers Association (GFOA). GFOA provides its members with best practice information around accounting, auditing, budgeting, capital planning, debt management, financial reporting, pension and benefit administration, and treasury and investment management.
2. Association of Government Accountants (AGA). AGA connects and empowers professionals who support the government, from financial management to IT, human resources, cybersecurity, and more, to advance good government initiatives, grow their expertise, and accelerate their careers.
3. The Institute of Public Procurement (NIGP). NIGP's goal is to develop a strong and engaged community of procurement practitioners, to support your professional growth and development, and to empower you with innovative programs.
4. The Mississippi Association of Governmental Purchasing/Property Agents (MAGPPA). MAGPPA serves hundreds of public purchasing professionals throughout Mississippi by promoting and maintaining high ethical values, enhancing public purchasing practices, protecting the public trust, and making a positive difference by leading the way through excellence.
5. Universal Public Procurement Certification Council (UPPCC). UPPCC is an independent entity formed to govern and administer the Certified Public Procurement Officer (CPPO) and Certified Professional Public Buyer (CPPB) certification program
6. Mississippi Municipal Court Clerks Association (the Association). The purpose of this Association is to provide a forum for the discussion of issues common to the Office of the Court Clerks of Municipalities of Mississippi.

WHEREAS, GFOA's annual membership fees are based on the population of the city, and thirty-five (\$35.00) dollars of the membership fee pays for a subscription to Government Finance Review, GFOA's bimonthly magazine; and

WHEREAS, the AGA's membership for individuals who work for the government is \$100 per year; and

WHEREAS, NIGP offers an agency membership for \$195.00 per year, but membership requires the city to designate a professional representative currently and directly involved with the public procurement profession. The Agency Representative determines, through the membership dues structure, which employees of the agency are entitled to receive member benefits; and

WHEREAS, MAGPPA's membership fee is \$35.00 per person for regular members; and

WHEREAS, the application fee for UPPCC is \$255.00 and, the UPPCC's exam fee is \$315.00; and

WHEREAS, the Association's membership consists of any individuals who are Municipal Court Administrators, Municipal Court Clerks, and Deputy Clerks. The cost of membership for Municipal Court Clerks is \$100.00, and for Deputy Municipal Court Clerks is \$25.00 per clerk per year; and

WHEREAS, the governing authorities for the city of Jackson find that the Department of Finance and Administration's membership in the listed organizations is reasonable and necessary to the performance of their duties, the membership will accrue to the benefit of the municipality, and any benefit to the individuals are merely incidental; and

WHEREAS, if the professional organization changes the fees as listed above, the Department of Finance is authorized to pay such cost of membership and related expenses associated with being a member of the listed organizations, but the fees shall not exceed the amount available in the Department of Finance and Administration's budget; and

WHEREAS, various seminars, conferences, workshops, and other educational programs are held from time to time that require payment of registration fees and may necessitate travel; and

WHEREAS, there is no authority to pay registration fees and travel-related expenses prior to the approval by the governing authorities; therefore, the Department of Finance and Administration requests the authority to pay in an amount not to exceed \$2,000.00 per employee, but shall not exceed the amount available in the budget, for travel expenses in connection with the attendance of any seminars, conferences, workshops, and other educational programs related to membership in the above-referenced professional organizations; and

WHEREAS, the best interest of the City of Jackson would also be served by authorizing the payment of registration fees and travel-related expenses for employees attending various seminars, conferences, and workshops related to the Department of Finance and Administration's responsibilities and associated with the above-referenced professional organizations.

IT IS, THEREFORE, ORDERED that the governing authorities for the city of Jackson find that the Department of Finance and Administration's membership in the listed organizations is reasonable and necessary to the performance of their duties, the membership will accrue to the benefit of the municipality, and any benefit to the individuals are merely incidental.

IT IS FURTHER ORDERED that the Department of Finance and Administration is authorized to expend funds for employees' membership in the organizations listed in this order, subject to the provision of supporting documentation.

IT IS FURTHER ORDERED that the Department of Finance and Administration s may expend funds to pay membership fees and registration fees for employees' attendance at seminars, conferences, and workshops subject to the provision of supporting documentation.

IT IS, THEREFORE, ORDERED that the Department of Finance and Administration may expend funds in an amount not to exceed \$2,000.00 per employee, but shall not exceed the amount available in the budget, for travel expenses in connection with the attendance of any seminars, conferences, workshops, and other educational programs related to membership in the above-referenced professional organizations.

IT IS, THEREFORE, ORDERED that the monies expended under this order shall be from the Department of Finance and Administration's budget.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING PAYMENT TO THE SOCIETY FOR HUMAN RESOURCE MANAGEMENT (SHRM); PUBLIC SECTOR HUMAN RESOURCE ASSOCIATION (PSHRA); AND MISSISSIPPI ASSOCIATION OF PERSONNEL ADMINISTRATORS (MAPA) FOR THE MEMBERSHIP DUES FOR ALL EMPLOYEES IN THE DEPARTMENT OF HUMAN RESOURCES.

WHEREAS, the Society of Human Resource Management is a national organization for Human Resource professionals whose mission is to empower people and workplaces by advancing HR practices and by maximizing human potential; and

WHEREAS, the Society of Human Resource Management (SHRM) is a member-driven catalyst for creating better workplaces where people and businesses thrive together. As the trusted authority on all things work, SHRM is the foremost expert, researcher, advocate, and thought leader on issues and innovations impacting today's evolving workplaces. With nearly 340,000 members in 180 countries, SHRM touches the lives of more than 362 million workers and their families globally; and

WHEREAS, the Public Sector Human Resources Association (PSHRA) is the leading member community connecting public sector HR professionals with the insights, education, and expertise to realize their potential and position them for future success; and

WHEREAS, the Public Sector HR Association (PSHRA) is a recognized leader in the delivery of innovative solutions and practical resources for all levels of public sector HR professionals. PSHRA's mission is to empower public sector HR professionals to create better places to work for those who serve the public good; and

WHEREAS, the Mississippi Association of Personnel Administrators (MAPA) is a professional association established in 1981 and incorporated in 1987. MAPA serves to advance the knowledge of personnel administration as an art or science; to disseminate to all members regarding personnel administration; to provide opportunities for education and to serve as a forum for the exchange of ideas among members; and

WHEREAS, a municipality may pay professional association dues for individuals if the public entity determines that the professional association dues or licensing fees are reasonable and necessary to the performance of the employee's duties and the membership must accrue to the benefit of the municipality, and any benefit to the individual must be merely incidental; and

WHEREAS, the Society of Human Resource Management (SHRM); Public Sector Human Resources Association (PSHRA) and Mississippi Association of Personnel Administrators (MAPA) are all advanced organizations providing continuing education programs that prepare participants to perform complex human resource duties. The programs have an extensive and rigorous educational component and a professional contribution component; and

WHEREAS, the Department of Human Resources represents that it will cost a human resource employee to become a member of Society of Human Resource Management (SHRM); Public Sector Human Resources Association (PSHRA) and Mississippi Association of Personnel Administrators (MAPA) as follows;

Society of Human Resource Management:	\$264.00 annually
Public Sector Human Resources Association:	\$75.00 annually
Mississippi Association of Personnel Administrators:	\$50.00 annually

IT IS, THEREFORE, DETERMINED that the governing authorities for the City of Jackson that membership in the Society of Human Resource Management (SHRM); Public Sector Human Resources Association (PSHRA) and Mississippi Association of Personnel Administrators (MAPA) is reasonable and necessary to the performance of the employees of Human Resources

duties and the membership accrue to the benefit of the municipality, and any benefit to the employees of Human Resources is merely incidental.

IT IS FURTHER ORDERED that the Department of Human Resources is authorized to pay the Society of Human Resource Management (SHRM); Public Sector Human Resources Association (PSHRA) and Mississippi Association of Personnel Administrators (MAPA) to renew membership dues for all employees in the Department of Human Resources.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MORRIS AND MCDANIEL, INC. TO DEVELOP AND RENDER ONLINE TESTING AND PSYCHOLOGICAL EVALUATIONS FOR JACKSON FIRE DEPARTMENT RECRUIT APPLICANTS.

WHEREAS, the Jackson Fire Department has vacancies for the position of Fire Recruit; and

WHEREAS, the City of Jackson Civil Service Commission has adopted rules which address the filling of entry-level vacancies in the Jackson Fire Department; and

WHEREAS, rules of the City of Jackson Civil Service Commission provide that the Commission may from time to time designate other agencies or specialists to serve as examination consultants with duties being assigned by the Commission; and

WHEREAS, the City of Jackson Civil Service Commission considered and approved a request of the Jackson Fire Department and the Department of Human Resources on April 12, 2018 to retain Morris and McDaniel, Inc., as a specialist to conduct testing for the entry level positions and also psychological evaluations;

WHEREAS, Morris and McDaniel, Inc., have been assigned the task of developing an online test and conducting psychological evaluations for entry level applicants seeking admission to the Jackson Fire Department Training Academy;

WHEREAS, Morris and McDaniel, Inc., has an office located at 741 North Congress Street, Jackson, Mississippi; and

WHEREAS, David M. Morris, Ph.D., J.D. is a principal with Morris and McDaniel, Inc., and has been approved and licensed by the Mississippi Board of Psychology as a psychologist and is capable and qualified to perform the psychological evaluations contemplated; and

WHEREAS, Judith Thompson is associated with Morris and McDaniel, Inc., and is a psychometric and member of the National Association of psychometrics and has experience in writing test items and conducting analysis on ability and knowledge-based achievement tests;

WHEREAS, Morris and McDaniel, Inc., has agreed to provide the online entry level examination at a cost of \$32.40 per applicant and psychological evaluations at the rate of \$276.00 per applicant with a not to exceed amount of \$175,000.00;

WHEREAS, Morris and McDaniel, Inc., will also provide on-site visits associated with setting up and maintaining the on-line system at a cost of \$250.00 per visit when requested;

WHEREAS, the City will be invoiced monthly and payment will become due thirty (30) days from the invoice date; and

WHEREAS, the term of the contract will be three (3) years from the date of execution of the agreement but may be extended for additional terms mutually agreed upon;

WHEREAS, the term of the contract will be three (3) years from the date of execution of the agreement but may be extended for additional terms mutually agreed upon;

WHEREAS, Morris and McDaniel, Inc., will use, develop, implement, and administer the testing in compliance with the applicable requirements of (a) Title VII of the Civil Rights Act of 1964; (b) the current version of the Equal Employment Opportunity's Commission's Uniform Guidelines on Employee Selection Procedures; (c) the current version of the Society of Industrial and Organizational Psychologists' Principles for the Validation and Use of Personnel Selection Procedures; (d) the current version of the American Psychological Association's Standards for Education and Psychological Testing; and (e) any other applicable laws, rules, regulations, or professional standards governing its duties and responsibilities under the contract; and

WHEREAS, conflicts between legal requirements and non-legal professional requirements will be resolved by allowing the legal requirements to govern; and

WHEREAS, conflicts regarding professional standards will be resolved by using the standard that most accurately reflects the current state of psychological testing requirements as determined by Morris and McDaniel, Inc., and its personnel; and

WHEREAS, both parties agree not to discriminate against any worker, employee, applicant, or member of the public because of race, creed, color, religion, sex, age, or national origin or otherwise commit a discriminatory employment practice; and

WHEREAS, Morris and McDaniel, Inc., will indemnify, defend at the City's option, and hold the City, its officials, employees, agents, and representatives harmless from acts and omissions which do not directly arise out of the performance of professional services, including acts, errors, or omissions normally covered by general and automobile liability insurance; and

WHEREAS, Morris and McDaniel, Inc.'s obligation to indemnify and defend the City does not apply to claims arising out of the City's sole negligence; and

WHEREAS, prior to commencing work, Morris and McDaniel, Inc., will furnish the City with Certificates of Insurance at its own expense providing for workers compensation coverage within statutory requirements, general commercial liability including premises and operations, contractual, independent contractor, and broad form property damage coverages with minimum limits of \$2,000,000 for general aggregate project and products liability and \$1,000,000 for personal and advertising injury;

WHEREAS, prior to commencing work, Morris and McDaniel, Inc., will also furnish the City with errors and omission coverage in an amount not to exceed less than \$1,000,000 for each wrongful act, and shall maintain the coverage for three (3) years from the date of termination of the agreement; and

WHEREAS, the City may withhold payment to the Contractor if the insurance requirements are not met or may pay renewal premiums and withhold same from monies due Morris and McDaniel, Inc., at its option; and

WHEREAS, Morris and McDaniel, Inc.'s relationship to the City is as an independent contractor and shall not be considered a joint venture, partner or agent of the City and shall have no authority to bind or obligate the City; and

WHEREAS, the officers, employees, agents, and subcontractors of Morris and McDaniels, Inc., not be considered to be officers, employees, or agents of the City; and

WHEREAS, Morris and McDaniel, Inc., will be prohibited from assigning its obligations under the contract without the prior written consent of the City and an assignment without the consent of the City may result in termination of the agreement; and

WHEREAS, the agreement is not subject to involuntary assignment, sale, or transfer by operation of law; and

WHEREAS, proceedings in bankruptcy, insolvency of Morris and McDaniel, Inc., or receivership which is not discharged within fifteen (15) days shall constitute a breach of the agreement and may terminate the agreement and the rights of Morris and McDaniel's at the City's option; and

WHEREAS, the agreement may be terminated for cause upon the expiration of fourteen (14) days if the default can be cured by payment or posting of money, bond, or other security for money due; and

WHEREAS, the agreement may be terminated for cause after the expiration of a twenty-one (21) day cure period if the default cannot be cured by the payment or deposit of money or security; and

WHEREAS, if the default is of a nature that may not be cured within twenty-one (21) days, then the defaulting party shall have a reasonable time to cure which shall not be greater than times required by statutes, laws, ordinances, rules, and regulations or Order of the City of Jackson or the State of Mississippi and shall be based on a written schedule of performance and supporting documentation indicating the shortest period in which to cure the default; and

WHEREAS, if the default cannot be cured, the non-defaulting party may terminate on ten (10) days prior written notice; and

WHEREAS, the agreement may be terminated for the convenience of any party and without cause at any time by the giving of one (1) month prior written notice designating the termination date with the stipulation that payments for testing and psychological evaluations completed prior to the designated termination date will be paid; and

WHEREAS, if the City terminates for cause and it is determined by a competent authority that the termination for cause was not proper, then the termination shall be deemed to be a termination of convenience;

WHEREAS, the City will also have the right to perform the obligations of Morris and McDaniel's after the expiration of applicable periods of time for making payment, performing, or curing defaults, and Morris and McDaniel, Inc., shall pay the cost on the first day of the month following the date costs were paid and incurred by the City; and

WHEREAS, a schedule for the work to be performed will be agreed upon by the parties subsequent to execution of the contract and shall be incorporated into the provisions of the agreement; and

WHEREAS, no provision in the agreement shall be waived unless in writing signed by the party.

IT IS HEREBY ORDERED that the Mayor be authorized to execute a contract with Morris and McDaniel, Inc., for the purposes stated in this order and consistent with the City of Jackson Civil Service Commission's designation.

IT IS FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to facilitate the terms of this Agreement.

IT IS FURTHER ORDERED that the sum of \$32.40 per applicant may be paid for the entry level online testing and the sum of \$276.00 per applicant for psychological evaluations may be paid with a not to exceed amount of \$175,000.00.

IT IS FURTHER ORDERED that the sum of \$250.00 per visit may be paid for on-site visits made for setting up testing.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MORRIS AND MCDANIELS, INC., TO DEVELOP AND RENDER ONLINE TESTING AND PSYCHOLOGICAL EVALUATIONS FOR JACKSON POLICE DEPARTMENT RECRUIT APPLICANTS.

WHEREAS, the Jackson Police Department has vacancies for the position of Police Recruit; and

WHEREAS, the City of Jackson Civil Service Commission has adopted rules which address the filling of entry-level vacancies in the Jackson Police Department; and

WHEREAS, rules of the City of Jackson Civil Service Commission provide that the Commission may from time to time designate other agencies or specialists to serve as examination consultants with duties being assigned by the Commission; and

WHEREAS, the City of Jackson Civil Service Commission considered and approved a request of the Jackson Police Department and the Department of Human Resources on February 11, 2021 to retain Morris and McDaniel, Inc., as a specialist to conduct testing for the entry level positions and also psychological evaluations;

WHEREAS, Morris and McDaniel, Inc., have been assigned the task of developing an online test and conducting psychological evaluations for entry level applicants seeking admission to the Jackson Police Department Training Academy;

WHEREAS, Morris and McDaniel, Inc., has an office located at 741 North Congress Street, Jackson, Mississippi; and

WHEREAS, David M. Morris, Ph.D., J.D. is a principal with Morris and McDaniel, Inc., and has been approved and licensed by the Mississippi Board of Psychology as a psychologist and is capable and qualified to perform the psychological evaluations contemplated; and

WHEREAS, Judith Thompson is associated with Morris and McDaniel Inc., and is a psychometric and member of the National Association of psychometrics and has experience in writing test items and conducting analysis on ability and knowledge-based achievement tests;

WHEREAS, Morris and McDaniel, Inc., has agreed to provide the online entry level examination at a cost of \$27.00 per applicant and psychological evaluations at the rate of \$276.00 per applicant with a not to exceed amount of \$20,000.00;

WHEREAS, Morris and McDaniel, Inc., will also provide on-site visits associated with setting up and maintaining the on-line system at a cost of \$250.00 per visit when requested;

WHEREAS, the City will be invoiced monthly and payment will become due thirty (30) days from the invoice date; and

WHEREAS, the term of the contract will be three (3) years from the date of execution of the agreement but may be extended for additional terms mutually agreed upon;

WHEREAS, the term of the contract will be three (3) years from the date of execution of the agreement but may be extended for additional terms mutually agreed upon;

WHEREAS, Morris and McDaniel, Inc., will use, develop, implement, and administer the testing in compliance with the applicable requirements of (a) Title VII of the Civil Rights Act of 1964; (b) the current version of the Equal Employment Opportunity's Commission's Uniform Guidelines on Employee Selection Procedures; (c) the current version of the Society of Industrial and Organizational Psychologists' Principles for the Validation and Use of Personnel Selection Procedures; (d) the current version of the American Psychological Association's Standards for Education and Psychological Testing; and (e) any other applicable laws, rules, regulations, or professional standards governing its duties and responsibilities under the contract; and

WHEREAS, conflicts between legal requirements and non-legal professional requirements will be resolved by allowing the legal requirements to govern; and

WHEREAS, conflicts regarding professional standards will be resolved by using the standard that most accurately reflects the current state of psychological testing requirements as determined by Morris and McDaniel, Inc., and its personnel; and

WHEREAS, both parties agree not to discriminate against any worker, employee, applicant, or member of the public because of race, creed, color, religion, sex, age, or national origin or otherwise commit a discriminatory employment practice; and

WHEREAS, Morris and McDaniel, Inc., will indemnify, defend at the City's option, and hold the City, its officials, employees, agents, and representatives harmless from acts and omissions which do not directly arise out of the performance of professional services, including acts, errors, or omissions normally covered by general and automobile liability insurance; and

WHEREAS, Morris and McDaniel, Inc.'s obligation to indemnify and defend the City does not apply to claims arising out of the City's sole negligence; and

WHEREAS, prior to commencing work, Morris and McDaniel, Inc., will furnish the City with Certificates of Insurance at its own expense providing for workers compensation coverage within statutory requirements, general commercial liability including premises and operations, contractual, independent contractor, and broad form property damage coverages with minimum limits of \$2,000,000 for general aggregate project and products liability and \$1,000,000 for personal and advertising injury;

WHEREAS, prior to commencing work, Morris and McDaniel, Inc., will also furnish the City with errors and omission coverage in an amount not to exceed less than \$1,000,000 for each wrongful act, and shall maintain the coverage for three (3) years from the date of termination of the agreement; and

WHEREAS, the City may withhold payment to the Contractor if the insurance requirements are not met or may pay renewal premiums and withhold same from monies due Morris and McDaniel, Inc. at its option; and

WHEREAS, Morris and McDaniel, Inc.'s relationship to the City is as an independent contractor and shall not be considered a joint venture, partner or agent of the City and shall have no authority to bind or obligate the City; and

WHEREAS, the officers, employees, agents, and subcontractors of Morris McDaniel, Inc., are not considered to be officers, employees, or agents of the City; and

WHEREAS, Morris and McDaniel, Inc., will be prohibited from assigning its obligations under the contract without the prior written consent of the City and an assignment without the consent of the City may result in termination of the agreement; and

WHEREAS, the agreement is not subject to involuntary assignment, sale, or transfer by operation of law; and

WHEREAS, proceedings in bankruptcy, insolvency of Morris and McDaniel, Inc., or receivership which is not discharged within fifteen (15) days shall constitute a breach of the agreement and may terminate the agreement and the rights of Morris and McDaniel's at the City's option; and

WHEREAS, the agreement may be terminated for cause upon the expiration of fourteen (14) days if the default can be cured by payment or posting of money, bond, or other security for money due; and

WHEREAS, the agreement may be terminated for cause after the expiration of a twenty-one (21) day cure period if the default cannot be cured by the payment or deposit of money or security; and

WHEREAS, if the default is of a nature that may not be cured within twenty-one (21) days, then the defaulting party shall have a reasonable time to cure which shall not be greater than times required by statutes, laws, ordinances, rules, and regulations or Order of the City of Jackson or the State of Mississippi and shall be based on a written schedule of performance and supporting documentation indicating the shortest period in which to cure the default; and

WHEREAS, if the default cannot be cured, the non-defaulting party may terminate on ten (10) days prior written notice; and

WHEREAS, the agreement may be terminated for the convenience of any party and without cause at any time by the giving of one (1) month prior written notice designating the termination date with the stipulation that payments for testing and psychological evaluations completed prior to the designated termination date will be paid; and

WHEREAS, if the City terminates for cause and it is determined by a competent authority that the termination for cause was not proper, then the termination shall be deemed to be a termination of convenience;

WHEREAS, the City will also have the right to perform the obligations of Morris and McDaniel's after the expiration of applicable periods of time for making payment, performing, or curing defaults, and Morris and McDaniel, Inc., shall pay the cost on the first day of the month following the date costs were paid and incurred by the City; and

WHEREAS, a schedule for the work to be performed will be agreed upon by the parties subsequent to execution of the contract and shall be incorporated into the provisions of the agreement; and

WHEREAS, no provision in the agreement shall be waived unless in writing signed by the party.

IT IS HEREBY ORDERED that the Mayor be authorized to execute a contract with Morris and McDaniel, Inc., for the purposes stated in this order and consistent with the City of Jackson Civil Service Commission's designation.

IT IS FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to facilitate the terms of this Agreement.

IT IS FURTHER ORDERED that the sum of \$27.00 per applicant may be paid for the entry level online testing and the sum of \$276.00 per applicant for psychological evaluations may be paid with a not to exceed amount of \$20,000.00.

IT IS FURTHER ORDERED that the sum of \$250.00 per visit may be paid for on-site visits made for setting up testing.

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

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

Nays – None.

Absent – None.

ORDER REQUESTING A FORTY-FIVE DAY SUSPENSION OF THE ENFORCEMENT OF THE CITY OF JACKSON, CODE OF ORDINANCES, ARTICLE II SECTIONS 86-51 THROUGH 86-62 TO ALLOW THE JACKSON POLICE DEPARTMENT TO DEVELOP A PLAN FOR ITS ENFORCEMENT.

WHEREAS, on January 3, 2024, the Jackson City Council reenacted Jackson, Mississippi Code of Ordinances, Article II Sections 86-51 through 86-62; and

WHEREAS, the re-enactment of the "City of Jackson Curfew Ordinance" was a preemptive step to prevent the escalation of the acts of crime and violence allegedly being committed by a growing number of youths in the City of Jackson; and

WHEREAS, a municipal ordinance shall be in force for one (1) month after its passage and is not effective until the ordinance is published in accordance in accordance with Section 21-31-11 of the Mississippi Code Annotated, as amended; and

WHEREAS, the curfew ordinance will go into effect on February 24, 2024; and

WHEREAS, the Jackson Police Department will play a vital role in enforcing the curfew ordinance if the youth under the age of 18 are found in violation of the curfew ordinance; and

WHEREAS, the Chief of Police is diligently working to develop a plan to move the initiative forward; however, the Chief is requesting an additional forty-five (45) from the date the ordinance goes into effect to work out major logistical issues with enforcement of the curfew ordinance and addressing human resource shortage and financial capital concerns; and

WHEREAS, for that reason, the Jackson Police Department respectfully requests that the governing authorities for the City of Jackson suspend the enforcement of the City of Jackson, Code of Ordinances, Article II Sections 86-51 through 86-62 for forty-five (45) days from the date of its effectiveness; and

WHEREAS, upon the expiration of the forty-five (45) day period, Article II Sections 86-51 through 86-62 shall become effective without any further action of the governing authorities for the City of Jackson.

IT IS, THEREFORE, ORDERED that enforcement of City of Jackson, Code of Ordinance, Article II Sections 86-51 through 86-62 shall be temporarily suspended for forty-five days from the date of its effectiveness to allow the Jackson Police Department to address major challenges with the enforcement of the curfew ordinance.

IT IS FURTHER ORDERED that upon expiration of the forty-five (45) day period, Article II Sections 86-51 through 86-62 shall become effective without any further action of the governing authorities for the City of Jackson.

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

President Banks recognized **Joseph Wade, Chief of the Jackson Police Department**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE PAYMENT OF THE SUM OF \$100.00 WHICH INCLUDES A\$50 LATE FEE TO THE MISSISSIPPI BOARD OF PHARMACY FOR THE RENEWAL OF THE JACKSON POLICE DEPARTMENT CRIME LABORATORY'S REGISTRATION TO HANDLE CONTROLLED SUBSTANCES FOR THE PERIOD JANUARY 1, 2024 THROUGH DECEMBER 31, 2024.

WHEREAS, Section 21-17-3 of the Mississippi Code authorizes the governing authorities of municipalities to adopt any order concerning municipal affairs and finances which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the enforcement of local and state laws prohibiting the manufacture, sale, possession, or transport of unlawful drugs is a municipal affair; and

WHEREAS, the Mississippi Pharmacy Practice Act vests with the Mississippi Board of Pharmacy the power to adopt rules and regulations necessary for the enforcement of the provision of the Act; and

WHEREAS, the Mississippi Board of Pharmacy has adopted rules and regulations related to the registration of facilities which handle controlled substances; and

WHEREAS, the Jackson Police Department has a laboratory which is subject to the rules and regulations of the Mississippi Board of Pharmacy regarding registration; and

WHEREAS, Article XVI of the Mississippi Board of Pharmacy Regulations governs the registration of facilities; and

WHEREAS, pursuant to Paragraph 2 of Article XVI, registrations must be renewed annually; and are valid for the following period of time: If the registration is issued before or during the first half of the registration period, the registration shall expire at the end of the registration period, and if the registration is issued in the second half of the registration period, the registration shall expire at the end of the succeeding registration period; and

WHEREAS, pursuant to Paragraph 2 of Article XVI, the fee for the registration or renewal is \$50.00; and

WHEREAS, pursuant to Paragraph 2 of Article XVI, a \$50.00 late fee is assessed for registration or renewal applications postmarked after December 31; and

WHEREAS, Invoice #231599 in the amount of \$50.00 was generated for the Jackson Police Department's renewal registration # 14322; and

WHEREAS, Invoice # 242536 was generated by the Mississippi Board of Pharmacy and included the addition of a late fee of \$50.00 because the renewal registration was not completed prior to December 31, 2023; and

WHEREAS, compliance with the Mississippi Board of Pharmacy's regulations related to the controlled substance registration is necessary and will enable the Jackson Police Department crime laboratory to analyze substances seized by law enforcement for content; and

WHEREAS, renewal of the registration also allows the Jackson Police Department crime laboratory to purchase control substances for comparison of content.

IT IS HEREBY ORDERED that the sum of \$100.00 may be paid to the Mississippi Board of Pharmacy for Jackson Police Department crime laboratory's renewal of the controlled substance registration for the year 2024.

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

President Banks recognized **Vincent Grizzell**, Assistant Chief of the Jackson Police Department, who provided a brief overview of said item.

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

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

ORDER REVISING THE FISCAL YEAR 2023-2024 MUNICIPAL BUDGET FOR THE CITY OF JACKSON POLICE DEPARTMENT.

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose

or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts, where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

WHEREAS, the Jackson Police Department recommends that the governing authorities for the City of Jackson transfer funds in the amount of \$635,515.00 to procure public safety software to support the Jackson Police Department and the Fire Department; and

WHEREAS, the Department of Administration completed the statutorily required procurement process to acquire public safety software for three years, with an automatic option to renew the contract for one year; and

WHEREAS, the Jackson Police Department represents that the funds are needed to procure the public safety software from Kologik, LLC; and

WHEREAS, separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached; and

WHEREAS, the Jackson Police Department believes that revising its budget to transfer funds from the General Fund -Fund Balance in the amount of \$635,515.00 to the Data Processing Equipment fund for the acquisition of public safety software; and

WHEREAS, the Jackson Police Department recommends that its fiscal year 2023-2024 budget be revised as follows:

FUNDS TRANSFERRED FROM:

General Fund-Fund Balance -

001.5899 \$635,515.00

WHEREAS, the Department of Administration found that this intradepartmental transfer of Six Hundred Thirty-Five Thousand and Fifteen Dollars and No Cents

((\$635,515.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, as there have been no other budget amendments or revisions to the fiscal year 2023-2024 budget for the Jackson Police Department and this transfer does not exceed ten percent (10%) of the total budget amount appropriated to the Jackson Police Department in the fiscal year 2023-2024 budget.

IT IS THEREFORE ORDERED that the Jackson Police Department's fiscal year 2023-2024 budget may be revised as set forth in this order.

IT IS FURTHER ORDERED the provisions of this order shall not be construed as negating the procurement requirements set forth in the state purchasing laws.

Council Member Stokes moved adoption; Council Member Hartley seconded.

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

Nays - None.

Absent - None.

ORDER ACCEPTING KOLOGIK, LLC'S PROPOSAL FOR PUBLIC SAFETY SOFTWARE, COMPUTER-AIDED DISPATCH (CAD), RECORDS MANAGEMENT SYSTEM (RMS), FIRE SERVICES (CAD) JAIL MANAGEMENT SYSTEM (JMS), AND MOBILE FIELD REPORTING SYSTEM FOR THE CITY OF JACKSON (RFP NO. 20857-090523) AND AUTHORIZING THE MAYOR TO EXECUTE A SOFTWARE-AS-A-SERVICE AGREEMENT WITH KOLOGIK, LLC.

WHEREAS, Section 21-17-5 of the Mississippi Code as amended states that the governing authorities of every municipality 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, on November 7, 2023, sealed bids for a public safety software solution were opened, and the city received three (3) proposals; and

WHEREAS, the Jackson Police Department and Jackson Fire Department will use said public safety software solution to provide accurate and secure information for dispatchers, first responders in the field, sworn officers, command staff, and civilian employees, as well as to improve public safety within the city of Jackson; and

WHEREAS, the evaluation committee reviewed the proposals in accordance with the Request for Proposals, and now, the Jackson Police Department and the Fire Department recommend to the governing authorities for the city of Jackson to award a contract to Kologik LLC, with its principal office located at 301 Main Street, Suite 2200, Baton Rouge, LA, 7080; and

WHEREAS, the Jackson Police Department and the Fire Department recommend that the governing authorities accept the following prices proposed by Kologik, LLC for said public safety software services:

QTY	Item Description	Unit Price	Total Price
Initial Set-up Fees (One-time)			
QTY	Item Description	Unit Price	Total Price
Kologik SaaS Solution Fees (Recurring)			
304	COPsync - Additional License (Recurring) Per User	\$600.00	\$173,280.00
50	COPsync - Additional License (Recurring) Per User -Fire Dept.	\$600.00	\$28,500.00
1	CAD ANI/ALI (Recurring)	\$3,000.00	\$2,850.00
1	CAD Basic System (Recurring) Includes up to 5 licenses	\$7,500.00	\$7,125.00
43	CAD Additional license (Recurring) Per User	\$1,100.00	\$44,935.00
1	RMS Basic System (Recurring) Base includes up to 5 licenses	\$7,500.00	\$7,125.00
299	RMS Licenses (Recurring) Per User	\$1,100.00	\$312,455.00
6	RMS Licenses (Recurring) Per User -Fire Dept.	\$1,100.00	\$6,270.00
1	JMS Basic System (Recurring) Includes up to 5 licenses	\$7,500.00	\$7,125.00
30	JMS Additional license (Recurring) Per User	\$1,100.00	\$31,350.00
1	Citizens Self-Reporting System (CSS) – (100- recurring) (100-250K) – priced annually by service Price includes setup, installation and training	\$20,000.00	\$19,000.00
1	Program Management Local/Onsite Support Per year	\$15,500.00	\$15,500.00

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, FEBRUARY 27, 2024 10:00 A.M.**

1053

1	Annual Loyalty Discount	-\$20,000.00	-\$20,000.00
			\$635,515.00
Item Description		Total Price	
TOTAL FEES: Three + 1 (4) Year Cost of Kologik SaaS Solution			
Set-Up Fees One-time			\$0.00
SaaS Fees Recurring (Year 1)			\$635,515.00
YEAR 1 FEES: \$635,515.00			
Year 2 Fees			\$635,515.00
Year 3 Fees			\$635,515.00
Year 4 Fees - +1 (Optional)			\$635,515.00

WHEREAS, the term of the agreement shall commence as of the actual implementation of the software contracted for herein or sixty (60) days from the Effective Date of this agreement, whichever comes first, and continue in full force and effect for the three (3) year Initial Term set forth in Schedule A, with an automatic option to renew the contract for one year, subject to prior approval by the governing authorities for the city of Jackson; and

WHEREAS, the term of this Agreement shall commence as of the actual implementation of the software contracted for or sixty (60) days from the Effective Date of the agreement, whichever comes first, and continue in full force and effect for the three (3) year Initial Term, with an automatic option to renew the contract for one year, subject to prior approval by the governing authorities for the city of Jackson. Thereafter at then-current rates, each a Renewal Term, unless otherwise terminated; and

WHEREAS, if either Party desires to discontinue any Services under this Agreement beyond the Initial Term, the Party may do so by providing written notice of non-renewal of the particular Services at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. There is no termination for convenience during the Initial Term set forth at Schedule A or any Renewal Term; and

WHEREAS, either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured; and

WHEREAS, either Party may terminate this agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganizations, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days; and

WHEREAS, if the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching party shall not be liable to the other for any loss, damage, or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach; and

WHEREAS, each party's liability is determined and controlled in accordance with Mississippi law. Nothing in the Agreement shall have the effect of changing or altering this liability or of elimination any defense available to the parties under Mississippi law. To the extent permitted by applicable law, Kologik will indemnify and hold harmless the city of Jackson, Mississippi and its agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney fees and costs and payment of any resulting adverse final judgment or settlement) for: (a) personal injury or property damage to the extent caused by Kologik's negligence or willful misconduct; (b) violation of a law applicable to Kologik's performance under this Agreement; or (c) any third party claim(s) that the

software or documentation infringes a third party's patent, copyright, or trademark, or misappropriates its trade secrets; and

WHEREAS, a copy of the contract is attached to this Order and made a part of the minutes.

IT IS, THEREFORE, ORDERED that Kologik, LLC's proposal for a (3) three-year agreement with the city to provide public safety software is accepted commencing upon the approval of the governing authorities and, in effect the initial term and automatically renewing at the current rates each renewal term unless otherwise terminated.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the Software-As-A-Service Agreement with Kologik, LLC for software necessary for daily law enforcement activities and fire protection for the city's residents.

IT IS FURTHER ORDERED, that the Jackson Fire Department is authorized to make payments to Kologik, LLC as outlined in this Order and in accordance with state law.

KOLOGIK, LLC
SOFTWARE-AS-A-SERVICE AGREEMENT

This Kologik, LLC Software-as-a-Service ("SaaS") Agreement ("Agreement") is entered into by and between Kologik LLC, with its principal office located at 301 Main Street, Suite 2200, Baton Rouge, LA 70801 ("Kologik"), and the Customer named below. The effective date of this Agreement is the date of full execution of this agreement ("Effective Date").

Customer Name: City of Jackson, Jackson Police Department(MS) ("Customer")
Address: 327 E. Pascagoula Street,
Jackson, MS 39205

RECITALS

WHEREAS, Kologik is the owner of certain computer software programs, including its Kologik software application ("Software"), and also provides configuration, training, and other services related to the Software purchased by Customer hereunder ("Services");

WHEREAS, the Software enables law enforcement agencies to document, record, manage and exchange information necessary for daily law enforcement activities;

WHEREAS, Kologik provides to customers, access to the Software by way of its centrally web-hosted platform on a subscription basis as a Software-as-a-Service (SaaS) offering, as an alternative to self-hosting or obtaining a perpetual license with managed hosting services;

WHEREAS, the Software can be configured to provide for data from various information feed sources to meet the Customer's needs;

WHEREAS, Customer now desires Kologik to provide, and Kologik desires to provide, Customer with access to the Software by way of Kologik's SaaS offering; and

WHEREAS, Kologik and Customer may sometimes be referred to herein each as "Party" or together as "Parties."

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the Parties agree as follows:

AGREEMENT

1. Grant of License.

1.1. License Grant.

During the Term, and subject to the terms and conditions of this Agreement, Kologik hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, license, on a subscription

basis only, without the right to grant sublicenses, to access and use the Software via Kologik's web-based platform, over the Internet, as a SaaS solution, solely to support Customer's normal course of business, as configured by Kologik in accordance with Sections 2 and 3 below ("Solution"). The license is limited for use by Sworn Officers and Civilian Workers to the number set forth at Schedule A. Additional license fees will apply if Customer desires to add more Sworn Officers or Civilian Workers. Civilian Workers that are directly employed by Customer may be eligible for licenses and utilize the Solution. However, Customer shall not provide any third-party access to the Software or Solution without Kologik's prior written consent. The license granted in this Section 1 shall also include modifications to the Solution or Software that Kologik may make available to the Services that Customer procures from Kologik.

1.2. Restrictions on Use.

Customer shall not, and shall not permit others to, without Kologik's prior written consent:

(i) exceed the number of permitted licenses set forth on Schedule A; (ii) license, sublicense, sell, resell, distribute, rent, lease, assign or transfer the Software or Solution to any third party; (iii) modify, customize, reverse engineer, adapt, reverse assemble, reverse compile or create derivative works of the Software or Solution or any part thereof; or (iv) use the Software to harass, abuse, threaten, infringe intellectual property, or otherwise cause harm to Kologik or any third parties.

2. Initial Set Up and Configuration Services.

Upon execution of this Agreement, the Parties will work together to define Customer's needs for configuring the SaaS Solution within the parameters of standard features in the systems purchased. Kologik's standard initial implementation, set-up and training fees are set forth in Schedule A. Customer's timely response to discovery and data requests are paramount to timely implementation (Section 8.3 herein).

3. Professional Services and Statements of Work.

If additional Services are requested of Kologik beyond the scope of the initial standard set up and configuration services set forth in Section 2 above, the Parties will enter into a mutually agreed upon Statement of Work ("SOW") identifying the Services and tasks to be performed by Kologik, and set forth an estimate of the hours and corresponding fees for such Services. Unless otherwise set forth in the SOW, all Services will be provided by Kologik on a "time and material" basis at the rates identified in the SOW.

4. Customer Support.

During the Term, Kologik will provide Customer with the ability to report technical issues 24 x 7 for the Software/Solution. Response times to resolve issues are set forth at Kologik's Customer Support Policy, attached hereto as Schedule B. Kologik support includes troubleshooting, basic usability and navigation assistance. If applicable, Customer agrees to provide Kologik access to production systems for purposes of customer support.

Page 2 of 21

5. Service Level Agreement.

Kologik will provide the Services in accordance with the Service Level Agreement attached hereto as Schedule B.

6. Fees and Payment Terms.

6.1. Payment Terms. Fees and payment terms for the Initial Term of the Agreement are set forth in Schedule A, and will be paid to Kologik by Customer. Fees for Services for any renewal term ("Renewal Term") will be invoiced by Kologik to Customer prior to the expiration of the Initial Term or any Renewal Term. If Customer chooses to not renew the Services, it will provide Kologik with written notice of such decision at least sixty (60) days (Initials ___) prior to the expiration of the Initial Term or any Renewal Term. Customer shall pay to Kologik all Fees due hereunder, as set forth in Schedule A or otherwise in writing by a SOW, purchase order, or other similar document, within thirty (30) days but no later than forth-five (45) days after receipt of Kologik invoice. Unless otherwise instructed by Customer in writing, Kologik shall send all invoices electronically to the email address specified below:

Cleopatra Norris, Public Safety Administrator, enorris@city.jackson.ms.us ; and
Captain Michael Outland, JPD, moutland@city.jackson.ms.us.

6.2. Expenses. Customer shall reimburse Kologik for previously-approved reasonable travel expenses incurred beyond the normal scope included in Schedule A if these expenses were incurred at the request of the Customer. Any travel expenses beyond the normal scope in Schedule A shall be preapproved by the Customer and are subject to prior approval by the Governing Authority (as defined below). Kologik will be responsible for any expenses incurred without the approval of the Customer. Such expenses are not included in any estimate in a SOW unless expressly itemized.

6.3. Cancellation or Rescheduling of Meetings or Travel by Customer. If meetings are rescheduled or cancelled by Customer after Kologik travel expenses have been incurred, Customer is responsible for penalties or other costs associated with changing or cancelling airline tickets. If services engagements are rescheduled or cancelled by Customer with less than twenty-four (24) hours' notice to Kologik, Customer is responsible for payment of eight (8) employee hours at current rates plus any incurred travel expenses.

6.4. Interest. Kologik may charge a service fee on late payments of the lesser of 1.5% per month or a portion thereof on the unpaid balance as set forth in Section 31-7-305 of the Mississippi Code Annotated of 1972, as amended.

6.5. Taxes. Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services procured hereunder

Page 3 of 21

- 6.6. Alternate Payment Methods. Payments may be made by electronic means upon request to AR@kologik.com. Credit card processing or wire transfer fees will be the responsibility of the Customer.
- 6.7. Approval by the Jackson City Council. It is understood that this Agreement requires approval by the Jackson City Council and the Mayor, the governing authority of the City of Jackson ("Governing Authority"), and if this Agreement is not approved by the Governing Authority, this Agreement is void and no payment shall be made hereunder.
- 6.8. Availability of Funds. It is expressly understood and agreed that the obligation of Kologik, LLC and the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the Governing Authority and the receipt of funds for use by Customer. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the Governing Authority to provide funds or to appropriate funds, or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson ("City"), the City and Kologik, LLC shall have the right upon ten (10) working days written notice to Kologik to terminate this Agreement without damage, penalty, cost or expenses to the City or Kologik of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
7. Ownership.
- 7.1. Solution. Customer acknowledges and agrees that it is acquiring only the right to access and use the SaaS Services, Solution and underlying Software licensed under this Agreement. Kologik, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by Kologik pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that, as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of Kologik, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement. Any rights not expressly granted to Customer under this Agreement are retained by Kologik.
- 7.2. Documentation and Training Materials. All Kologik documentation and training materials provided by Kologik hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of Kologik. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the Kologik documentation and training materials shall be reproduced on any copies. Subject

Page 4 of 21

to applicable open records laws, no copies of Kologik documentation or training materials shall be provided to any third party or competitor of Kologik.

- 7.3. Customer Data.
- (a) Customer hereby represents and warrants to Kologik that it is the owner or licensee of all data, information, files, and other material and content entered into the Solution/Services ("Customer Data"). Customer acknowledges and agrees that it is solely responsible and liable for a breach of the Customer Data and its use of the Customer Data, including any data obtained or entered into the Solution by a third party of the Customer unless it is determined that Kologik is responsible for any comprise or data breach to Customer Data. Customer further acknowledges and agrees that Kologik is merely a provider of the SaaS Services and the Solution on which the Customer Data resides, is not an authoritative source of the Customer Data, and is in no way responsible or liable to Customer or any third party for the Customer Data unless it is determined that Kologik is responsible for any comprise or data breach to Customer Data. Therefore, Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data, and acknowledges and agrees that Kologik shall have no responsibility or liability with respect to Customer or the Customer Data being compliant with such regulations. Customer further represents and warrants to Kologik that the Customer Data, or Customer's use of the Customer Data in the Software/Solution, does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, violate the civil rights of any individual, or otherwise constitute the breach of any agreement with any other person or entity. Customer further represents and warrants that the Customer Data does not contain any illegal, threatening, harassing, libelous, false, defamatory, offensive, or other material that would violate applicable law or regulation.
- (b) Customer hereby authorizes Kologik to access and use the Customer Data for the sole purpose of providing the Solution and Services hereunder. Kologik will not share the Customer Data with any third parties, subject to Section 12.2 herein, or modify any of the Customer Data without Customer's express written consent. Access to the Customer Data by Kologik's authorized representatives shall be conducted in a safe, secure, and reliable manner.
8. Limited Warranty; Customer Obligations.
- 8.1 Software/Solution Warranties.
- (a) Kologik hereby represents and warrants to Customer (i) that the Solution provided under this Agreement will conform in all material respects as described in Kologik's published documentation ("Documentation") and to Customer specifications that Kologik has agreed to in writing and incorporated into this Agreement

Page 5 of 21

("Specifications"); (ii) that Kologik has the legal right to enter into and perform its obligations under this Agreement; and (iii) that, at the time of Customer access, to the best of Kologik's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party. For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must promptly report any defects in the Solution to Kologik in writing in order to receive the warranty remedy set forth in this Section 8.1(h).

- (b) Customer's remedy, and Kologik's sole obligation, under this Software/Solution warranty shall be, at Kologik's discretion, to provide a work around or correction for, or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. All issues will be worked in accordance with support timelines set forth in Schedule B. If Kologik does not provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications within the resolution time provided by Kologik to Customer, then Kologik will, upon Customer's written request for cancellation of the order, terminate the license and refund the license fee that was paid by Customer to Kologik for the order.
- (c) Kologik shall have no obligation under this warranty if the Solution has been used other than in accordance with this Agreement or the Documentation and Specifications.

8.2 Services Warranties.

- (a) Kologik warrants to Customer that any professional services for a particular SOW will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to Kologik in writing within ninety (90) days of completion of the Services for that particular SOW or order in order to receive the warranty remedy set forth in this Section 8.2.
- (b) If the Services are not performed in a manner consistent with generally accepted industry practices, then Kologik's obligation under this service warranty shall be to re-perform the defective services at no cost to Customer. If Kologik fails to re-perform the Services as warranted within the resolution time mutually agreed upon by Kologik and Customer, Customer shall be entitled to a refund of the fees paid by Customer to Kologik for the deficient services and to immediately terminate the particular statement of work without liability.

8.3 Customer's Actions.

- (a) In the event that Customer is required to provide any information or take any actions to facilitate the access and use of the Services and/or Solution, Customer will use good faith efforts to provide Kologik with the required information or take the required actions in a timely manner.

- (b) Any hardware purchased to access or utilize Kologik's solutions or any third party integrated services are the responsibility of the customer.

9. LIMITATION OF LIABILITY.

TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SAAS SERVICES, SOFTWARE AND SOLUTION ARE PROVIDED BY KOLOGIK TO CUSTOMER ON AN "AS IS" BASIS. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, KOLOGIK DOES NOT WARRANT THAT THE SOFTWARE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE OR SOLUTION.

10. Indemnification

- 10.1 **General Indemnification.** Each party's liability is determined and controlled in accordance with Mississippi law. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the parties under Mississippi law. To the extent permitted by applicable law, Kologik will indemnify and hold harmless the City of Jackson, Mississippi and its agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney fees and costs and payment of any resulting adverse final judgment or settlement) for: (a) personal injury or property damage to the extent caused by Kologik's negligence or willful misconduct; (b) violation of a law applicable to Kologik's performance under this Agreement; or (c) any third party claim(s) that the software or documentation infringes a third party's patent, copyright, or trademark, or misappropriates its trade secrets.
- 10.2 **Infringement.** Kologik will defend, indemnify and hold harmless Customer against any and all third-party claims that the Software or Solution infringes any registered U.S. copyrights of such third party that are issued as of the delivery date of the Solution to Customer. Kologik shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies Kologik in writing of such claim in sufficient detail to enable Kologik to evaluate the claim, and (b) Customer cooperates in all reasonable respects, at Kologik's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom. Should the Solution become, or in Kologik's opinion be likely to become, the subject of such a claim of misappropriation or infringement, Kologik at its sole option, shall either: (a) procure for Customer the right to continue using the Solution, (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and refund any pre-paid fees to Customer, pro-rated for the balance remaining in the then-current subscription term.

Kologik shall have no liability with respect to infringement of any proprietary right, except as set forth in this Section 9.1.

11. Term and Termination.

11.1 Term. This term of this Agreement shall commence as of the actual implementation of the software contracted for herein or sixty (60) days from the Effective Date of this agreement, whichever comes first, and continue in full force and effect for the three (3) year Initial Term set forth in Schedule A, with an automatic option to renew the contract for one year, subject to prior approval by the governing authorities for the city of Jackson. Thereafter at then current rates, each a Renewal Term, unless otherwise terminated in accordance with Section 11.2 below.

11.2 Termination. This Agreement may be terminated as follows:

11.2.1 Termination for Convenience. If either Party desires to discontinue any Services under this Agreement beyond the Initial Term, the Party may do so by providing written notice of non-renewal of the particular Services at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. There is no termination for convenience during the Initial Term set forth at Schedule A or any Renewal Term.

11.2.2 Termination for Cause.

- (a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.
- (b) Either Party may terminate this agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganizations, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days.
- (c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching party shall not be liable to the other for any loss, damage, or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

11.3 Effect of Termination. Upon termination or expiration of this Agreement, Kologik shall have the right to terminate Customer's access to the SaaS Services and Solution and discontinue Services to Customer. After 90 days, Kologik reserves the right to delete Customer's data.

Page 8 of 21

11.4 Data Release. The data stored by Kologik on the behalf of the customers, is the property of Customer. If requested by Customer prior to the termination or expiration of this Agreement, Kologik will assist Customer with the release or copying of any Customer Data contained within the Solution, subject to Customer signing a data release agreement. If Customer fails to sign a data release agreement or terminates agreement, Kologik shall have the right to remove, delete, or destroy the Customer Data from the Solution. Each Kologik application stores data separately and at times may have a different format for delivery. Kologik reserves the right to amend the format of the digital copy, in order to support the growth and enhancement of its products. The current format of the digital copy for each product is described below:

- (a) COPsync - COPsync data for items such as but not limited to criminal incidents, criminal arrests, traffic citation, and crash reports is stored in a Microsoft SQL database. File attachments uploaded to COPsync, are stored in the same SQL database. Kologik will provide a digital copy of the Customer's data in the form of a SQL database backup, which shall include the Customer's file attachments. The SQL database can be restored into another SQL database and the information can be queried or extracted by third-parties such as Customer's IT department. Microsoft provides a free SQL database called SQL Server Express that can be downloaded and installed.
- (b) Web CAD - All Web CAD data for items such as but not limited to calls for service is stored in an Oracle database. File attachments that are uploaded to Web CAD are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of Customer's data in the form of an Oracle database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as Customer's IT department. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.
- (c) Web RMS - All Web RMS data for items such as but not limited to incidents, arrests, and property and evidence is stored in an Oracle database. File attachments that are uploaded to Web RMS are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of Customer's data in the form of an Oracle database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as Customer's IT department. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.
- (d) Web JMS - All Web JMS data for items such as but not limited to booking, release and inmate history is stored in an Oracle database. File attachments that are uploaded to Web JMS are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of Customer's data in the form of an Oracle

Page 9 of 21

database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as Customer's IT department. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.

11.5 **Survival.** The provisions of Sections 6, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement.

12. General Provisions.

12.1 **Binding Agreement.** This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

12.2 **Confidentiality.** During the term of this Agreement and at all times thereafter, each Party shall, and shall ensure that its respective directors, officers, employees, contractors and agents hold any and all Confidential Information disclosed by the other Party pursuant to this Agreement in the strictest confidence and in accordance with state and federal law. "Confidential Information" shall include without limitation all information and records whether oral or written or disclosed prior to or subsequent to the execution of this Agreement which has been marked "Confidential" or should reasonably be considered confidential, such as patents, utilization review, quality assessment, finances, volume of business, methods of operation, trade secrets, contracts, and prices, and price-related information. Each Party shall destroy any Confidential Information received from the other following the Event for which the Solution has been designed. Each Party agrees that disclosure of the other's Confidential Information other than in accordance with this Agreement shall cause irreparable injury to the other, and that the other Party shall be entitled to injunctive relief to prevent one another's breach of this Section. Nothing in this Section shall restrict either Party with respect to information or data: (i) that such Party rightfully possessed before it received the information from the other, as evidenced by written documentation of such possession; (ii) that subsequently becomes publicly available through no fault of such Party; (iii) that is subsequently furnished rightfully to such Party by a third party (excluding affiliates of the other) not known to be under restrictions on use or disclosure; (iv) that is required to be disclosed by applicable law (solely to the extent of such requirement), provided that the disclosing Party will exercise reasonable efforts to notify the other prior to disclosure; or (v) that is independently developed by such Party without any confidential information of the other.

12.3 **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is not assignable by either Party without the prior written consent of the other. Notwithstanding the foregoing, upon reasonable notice, either party may assign all or any part of its rights and obligations under this Agreement without consent to (a) any

Page 10 of 21

entity resulting from any merger, consolidation or other reorganization of the assigning party, (b) any operating entity controlling the assigning party, or owned or controlled, directly or indirectly, by the assigning party, (c) any affiliate of the assigning party, or (d) any purchaser of all or substantially all of the assets of the assigning party.

12.4 **No Waiver.** If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

12.5 **Insurance.** During the time of performing services under the awarded contract, Kologik shall maintain (a) Commercial General Liability ("CGL") of at least \$1,000,000; (b) Automobile liability of at least \$1,000,000; (c) Professional liability of at least \$1,000,000; (d) Workers Compensation complying

(i) with applicable statutory requirements; and (e) Excess/Umbrella liability of at least \$5,000,000. The City of Jackson shall be an additional insured to the selected Commercial General Liability and Automobile Liability policies. The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the Kologik, LLC. Should Kologik, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied. Kologik must provide the following evidence of insurance:

- (1) A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
- (2) An attached City of Jackson and Customer designated additional insured endorsement or blanket additional insured wording to the CGL/MGL (and if required Pollution Liability insurance policy).
- (3) A copy of all other amendatory policy endorsements or exclusions of Kologik's insurance CGL/MGL policy that evidences the coverage required.

In the event that the Customer tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, the Kologik, LLC shall also cause a complete copy of the requested policy to be timely furnished to Customer. Kologik shall assign qualified, competent, and skilled personnel, who will serve as project manager(s) to oversee this Contract. Customer shall be notified in advance of any changes with the key personnel. At no time shall Kologik's or Customer's personnel solicit, request, or receive gratuities of any kind. Any personnel of Kologik who engages in misconduct or is negligent in the performance of their duties, shall not continue providing services to Customer under this Contract. Customer may request the reassignment of any personnel of Kologik who

Page 11 of 21

violates the provisions of this Contract, or who is determined to be wantonly negligent or discourteous in the performance of their duties while working for Kologik performing services under this Contract. Kologik shall not enter into any subcontracts, leases, or agreements pertaining to the provision of the services under the Contract without the written consent of Customer. The Contract may not be assigned, in whole or in part, in any way without prior written consent of Customer.

- 12.6 **Electronic Media.** A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.
- 12.7 **Right to Subcontract.** Kologik shall not enter into any subcontracts, leases, or agreements pertaining to the provision of the services under this Agreement without the written consent of Customer. The Contract may not be assigned, in whole or in part, in any way without prior written consent of Customer. With written consent from the Customer, Kologik may subcontract for the provision of certain portions of the Solution under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Kologik to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to Kologik. Customer will not be independently obligated or liable under this Agreement to any party other than Kologik. Kologik understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Customer, through the Office of the City Attorney.
- 12.8 **Entire Agreement.** This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.
- 12.9 **Force Majeure.** Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party's control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party. Customer may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of thirty (30) days or more. In the event of termination due to Force Majeure, the City will pay for all undisputed fees and expenses related to the software and/or services received, or the City have incurred or received, prior to the effective date of termination. Any disputed fees and expenses will be handled in accordance with 31-7-305 of the Mississippi Code Annotated, as amended.

Page 12 of 21

- 12.10 **Notices.** Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; (ii) three (3) business days after the date of mailing if sent by certified or registered mail; (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery, or (iv) upon read receipt of delivery by electronic communications at orders@kologik.com. All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

To Kologik: Kologik LLC
301 Main Street, Suite 2200
Baton Rouge, LA 70801
Attn: Paul San Soucie
Email: orders@kologik.com

To Customer: Jackson Police Department
Address: 327 E. Pascagoula Street
City, State, Zip: Jackson, MS, 39205
Main Contact Email: ycrizzell@jackson.ms.gov

Drew Martin, City Attorney
455 F. Capitol Street
Jackson, MS 39201
dmartin@jackson.ms.gov

- 12.11 **Severability.** If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.
- 12.12 **Waiver and Modification.** Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by both Parties.
- 12.13 **Modifications.** Any amendment, supplementation or other modification of any provision of this Agreement shall be effective only if in writing and signed by both Parties. It is the intent of the Parties that this Section 12.12 shall expressly apply to exclude ordering additional or conflicting terms in any purchase order or similar ordering document ("PO") issued by Customer, and requires instead a writing between the Parties that is separate and apart from any such PO to amend or add to this Agreement.

Page 13 of 21

- 12.14 Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties and each Party is an independent contractor.
- 12.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.
- 12.16 Non-Solicitation of Employees. Each Party agrees that during the term of this Agreement and for a period of two years after its expiration or termination, neither Party will solicit or encourage any employee or consultant to discontinue their employment or engagement with the other Party. This provision shall not apply to employment opportunities of either Party advertised to the general public (e.g., newspaper advertisement, internet advertisement or listing, etc.) to which an employee of either Party may respond.
- 12.17 Compliance with Laws. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of Mississippi without regard to any conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Kologik shall comply with applicable federal, state and local City of Jackson ordinances, laws, and regulations. Further, if applicable, Customer agrees to fully comply with 28 CFR Part 23.
- 12.18 Choice of Law; Dispute Resolution; Jurisdiction; Venue. In regard to any dispute or claim arising out of or relating to this Agreement, the parties agree that before either party shall pursue any legal action against the other, they will submit the dispute or claim to mediation. The non-binding mediation shall be requested by one party sending written notice by certified mail or nationally recognized overnight courier to the other party. The parties shall then select a mediator from the Mississippi Bar Association's panel of mediators. If the parties are unable to agree on a mediator, then a judge in a court of competent jurisdiction for that particular type of dispute (Circuit or Chancery) in Hinds County shall appoint a mediator from the Mississippi Bar Association's panel of mediators. The mediation shall take place within thirty (30) days after a mediator is selected or appointed, at a place designated by the mediator. Each party shall pay a proportionate share of the fees associated with the mediation including the fees of the mediator. If one party refuses to mediate when requested to do so, or fails to respond to a written request for mediation within ten (10) days of the date of the request, then the other party may consider this mediation provision waived, and proceed with the filing of a lawsuit. Any litigation arising out of or relating to this Agreement shall take place nonexclusively in the appropriate state or federal court in the State of Mississippi.
- 12.19 Paragraph Headings. The paragraph titles used herein are for convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.

- 12.20 Public Records. This Agreement, including any exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1.
- 12.21 Audit Rights. For all Services being provided hereunder, Customer shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, Kologik must make the materials to be audited available within one (1) week of the request for them.
- 12.22 Marketing. From time to time, Kologik lists and/or mentions its customers in its marketing and communications initiatives including social media. Customer agrees that Kologik may use Customer's name and logo free of charge for such purpose for the duration of the Term. In addition, Kologik may work with customer on a Press Release, Case Study or Testimonial subject to approval by the Customer before publication.
- 12.23 Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that the terms and conditions of this Agreement shall govern and take precedence over any different or additional terms and conditions of such purchase order or similar document.
- 12.24 Authority to Bind. Each Party hereby represents and warrants that the Party signing below has full right, power and authority to enter into this Agreement and bind such Party accordingly.

KOLOGIK LLC:	CUSTOMER:
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

ADDITIONAL CONTACT INFORMATION

Primary Contact Name: Vincent Grizzell
 Primary Contact Job Title: Assistant Chief of Police
 Primary Email: vgrizzell@jacksonms.gov
 Primary Contact Phone: +16019601026
 Agency Head Name: Joseph Wade
 Agency Head Job Title: Chief of Police
 Agency Head Email: jwade@city.jackson.ms.us
 Onboarding Contact Name: Michael X. Outland, Sr.
 Onboarding Contact Job Title: Captain
 Onboarding Contact Email: moutland@city.jackson.ms.us
 Billing Contact Name: Cleopatra Norris
 Billing Contact Email: cnorris@city.jackson.ms.us
 Billing Contact Phone: 601-960-1115
 Kologik Contracts Rep. Name: Matt Chien
 Kologik Contracts Rep. Phone: 225-372-0674
 Kologik Contracts Rep. Email: mchism@kologik.com

**SCHEDULE A
PRODUCTS & PRICING SCHEDULE**

01 / 22 / 2024

Customer Name and Address:	Jackson Police Department (MS) 327 E. Pascagoula Street, Jackson, MS39205 Attn: Vincent Grizzell
----------------------------	--

Initial Term: Commencing on the term date as defined in 11.1 of the Agreement and continuing for three (3) years thereafter.

Product/Services Selected: Kologik SaaS Solution

Proposal Number:

ORI Number:

Sworn Officers (and Civilian Workers): 300

Data Migration/Integration From:

Agency Physical Address:

QTY	Item Description	Unit Price	Total Price
Initial Set-up Fees (One-time)			
Kologik SaaS Solution Fees (Recurring)			
304	COPsync - Additional License (Recurring) Per User	\$600.00	\$173,280.00
50	COPsync - Additional License (Recurring) Per User -Fire Dept.	\$600.00	\$28,500.00
1	CAD ANI/ALI (Recurring)	\$3,000.00	\$2,850.00
1	CAD Basic System (Recurring) Includes up to 5 licenses	\$7,500.00	\$7,125.00
43	CAD Additional license (Recurring) Per User	\$1,100.00	\$44,935.00
1	RMS Basic System (Recurring) Base includes up to 5 licenses	\$7,500.00	\$7,125.00
299	RMS Licenses (Recurring) Per User	\$1,100.00	\$312,455.00
6	RMS Licenses (Recurring) Per User -Fire Dept.	\$1,100.00	\$6,270.00
1	JMS Basic System (Recurring) Includes up to 5 licenses	\$7,500.00	\$7,125.00

30	JMS Additional license (Recurring) Per User	\$1,100.00	\$31,350.00
1	Citizens Self-Reporting System (CSS) - (100-250K) (Recurring) (100-250K) - priced annually by service area population. Price includes setup, installation, and training.	\$20,000.00	\$19,000.00
1	Program Management Local/Onsite Support Per year	\$15,500.00	\$15,500.00
1	Annual Loyalty Discount	-\$20,000.00	-\$20,000.00
			\$635,515.00
Item Description		Total Price:	
TOTAL FEES: Three + 1 (4) Year Cost of Kologik SaaS Solution			
Set-Up Fees One-time		\$0.00	
SaaS Fees Recurring (Year 1)		\$635,515.00	
YEAR 1 FEES:		\$635,515.00	
Year 2 Fees		\$635,515.00	
Year 3 Fees		\$635,515.00	
Year 4 Fees - +1 (Optional)		\$635,515.00	

INVOICING AND PAYMENT TERMS	
<p>Invoicing. Unless otherwise agreed by the parties, Kologik will invoice Customers for the Year 1 Fees at or near the signing of this Agreement for the Year 1 Fees of \$635,515.00. Year 2, Year 3 and optional year 4 fees will be invoiced 30 days prior to the anniversary date of the Agreement. Additional fees will be invoiced upon completion of each.</p>	
<p>Payment Terms. Payments are due within thirty (30) days but no later than forty-five (45) days following the date of Kologik invoice.</p>	
<p>Additional Fees. Credit card payments are subject to a processing fee. Additional license fees will apply if Customer desires to add more Sworn Officers or Civilian Workers. These additional fees will be invoiced on a prorated basis at the contracted rate for each license.</p>	

SCHEDULE B

**Kologik SAAS SOLUTION
Service Levels and Standard Customer Support Policy**

Two (2) ways to contact Support:

Phone: 855-339-9417 or 469-680-1400
Email: support@kologik.com

Uptime Availability

Kologik will maintain 98% total availability of the software and Service to Customer measured on a monthly basis, excluding scheduled maintenance of four (4) hours per month or less ("Scheduled Maintenance"). Kologik will provide Customer with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Customer in writing as the primary contact(s).

Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM CST to 8PM CST ("Normal Business Hours".) Emergency repairs will be performed as required and Kologik will promptly notify Customer of such action.

Service Level Definitions

LEVEL 1 – Support provides the following services:

- Forgotten ID's and passwords
- Account expiration issues (ID and password changes)
- Day-to-day use of the Kologik Software
- Connectivity issues including LAN, wireless access from the patrol cars and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:

- Additional contact with the customer to continue to triage the support request and resolve items such as:
 - Data issues including integrity and accuracy
 - Problems with maps including geo-location inaccuracies
 - Problem with CAD or other related Crime data feeds
 - Problems with included third-party components
 - Server imbalance
 - Performance issue
- Interface with Level 3 support team to help identify a resolution

LEVEL 3 – Support services provide code level changes to the application

- Identification and resolution of a software failure which requires a patch or fix
- Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes

Severities

Severity 1 High Priority Critical	Definition: System down or unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee/Customer with a resolution time ("Resolution Commitment Date").

Severity 2 Medium Priority	Definition: Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically, a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST to 8PM CST. Requests will be responded to within 4 hrs during these business hours. Kologik will provide the status of the work request on a regular basis via telephone, email or other form of communication to the requester.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 3 Low Priority	Definition: Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically, a workaround is available. Severity 3 issues do not include aborts or loss of data.
-----------------------------------	---

Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours. During this period, the customer must be available to help with the problem determination and resolution.

Severity 4 Low Priority	Definition: Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	Kologik support team will work on the problem / request during normal office hours with the assistance of the customer.

Remedy

If Kologik does not meet its system availability commitment of 98%, as set forth above, upon Customer's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Customer may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with Kologik and its network or data center. No credit will be given if it is determined the problem is at Customer, the Internet, or otherwise out of Kologik's control.

Council Member Grizzell moved adoption; Council Member Stokes seconded.

President Banks recognized **Shanekia Jordan, Clerk of Council**, who recommended an amendment, to amend said item in last IT IS FURTHER ORDERED section changing “Jackson Fire Department” to “Jackson Police Department”. The motion prevailed by the following vote:

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

Council Member Hartley who moved, seconded by **Vice President Lee**, to amend said order to reflect the changes as stated by **Shanekia Jordan, Clerk of Council**. The motion prevailed by the following vote:

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

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

ORDER ACCEPTING KOLOGIK, LLC'S PROPOSAL FOR PUBLIC SAFETY SOFTWARE, COMPUTER-AIDED DISPATCH (CAD), RECORDS MANAGEMENT SYSTEM (RMS), FIRE SERVICES (CAD) JAIL MANAGEMENT SYSTEM (JMS), AND MOBILE FIELD REPORTING SYSTEM FOR THE CITY OF JACKSON (RFP NO. 20857- 090523) AND AUTHORIZING THE MAYOR TO EXECUTE A SOFTWARE-AS-A-SERVICE AGREEMENT WITH KOLOGIK, LLC.

WHEREAS, Section 21-17-5 of the Mississippi Code as amended states that the governing authorities of every municipality 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, on November 7, 2023, sealed bids for a public safety software solution were opened, and the city received three (3) proposals; and

WHEREAS, the Jackson Police Department and Jackson Fire Department will use said public safety software solution to provide accurate and secure information for dispatchers, first responders in the field, sworn officers, command staff, and civilian employees, as well as to improve public safety within the city of Jackson; and

WHEREAS, the evaluation committee reviewed the proposals in accordance with the Request for Proposals, and now, the Jackson Police Department and the Fire Department recommend to the governing authorities for the city of Jackson to award a contract to Kologik LLC, with its principal office located at 301 Main Street, Suite 2200, Baton Rouge, LA, 7080; and

WHEREAS, the Jackson Police Department and the Fire Department recommend that the governing authorities accept the following prices proposed by Kologik, LLC for said public safety software services:

QTY	Item Description	Unit Price	Total Price
Initial Set-up Fees (One-time)			
QTY	Item Description	Unit Price	Total Price
Kologik SaaS Solution Fees (Recurring)			

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, FEBRUARY 27, 2024 10:00 A.M.**

1066

304	COPsync - Additional License (Recurring) Per User	\$600.00	\$173,280.00
50	COPsync - Additional License (Recurring) Per User -Fire Dept.	\$600.00	\$28,500.00
1	CAD ANI/ALI (Recurring)	\$3,000.00	\$2,850.00
1	CAD Basic System (Recurring) Includes up to 5 licenses	\$7,500.00	\$7,125.00
43	CAD Additional license (Recurring) Per User	\$1,100.00	\$44,935.00
1	RMS Basic System (Recurring) Base includes up to 5 licenses	\$7,500.00	\$7,125.00
299	RMS Licenses (Recurring) Per User	\$1,100.00	\$312,455.00
6	RMS Licenses (Recurring) Per User -Fire Dept.	\$1,100.00	\$6,270.00
1	JMS Basic System (Recurring) Includes up to 5 licenses	\$7,500.00	\$7,125.00
30	JMS Additional license (Recurring) Per User	\$1,100.00	\$31,350.00
1	Citizens Self-Reporting System (CSS) – (100- recurring) (100-250K) – priced annually by service Price includes setup, installation and training	\$20,000.00	\$19,000.00
1	Program Management Local/Onsite Support Per year	\$15,500.00	\$15,500.00
1	Annual Loyalty Discount	-\$20,000.00	-\$20,000.00
			\$635,515.00

Item Description	Total Price
TOTAL FEES: Three + 1 (4) Year Cost of Kologik SaaS Solution	
Set-Up Fees One-time	\$0.00
SaaS Fees Recurring (Year 1)	\$635,515.00
YEAR 1 FEES: \$635,515.00	
Year 2 Fees	\$635,515.00
Year 3 Fees	\$635,515.00
Year 4 Fees - +1 (Optional)	\$635,515.00

WHEREAS, the term of the agreement shall commence as of the actual implementation of the software contracted for herein or sixty (60) days from the Effective Date of this agreement, whichever comes first, and continue in full force and effect for the three (3) year Initial Term set forth in Schedule A, with an automatic option to renew the contract for one year, subject to prior approval by the governing authorities for the city of Jackson; and

WHEREAS, the term of this Agreement shall commence as of the actual implementation of the software contracted for or sixty (60) days from the Effective Date of the agreement, whichever comes first, and continue in full force and effect for the three (3) year Initial Term, with an automatic option to renew the contract for one year, subject to prior approval by the governing authorities for the city of Jackson. Thereafter at then-current rates, each a Renewal Term, unless otherwise terminated; and

WHEREAS, if either Party desires to discontinue any Services under this Agreement beyond the Initial Term, the Party may do so by providing written notice of non-renewal of the particular Services at least sixty (60) days prior to the end of the Initial Term or any Renewal Term.

There is no termination for convenience during the Initial Term set forth at Schedule A or any Renewal Term; and

WHEREAS, either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured; and

WHEREAS, either Party may terminate this agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganizations, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days; and

WHEREAS, if the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching party shall not be liable to the other for any loss, damage, or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach; and

WHEREAS, each party's liability is determined and controlled in accordance with Mississippi law. Nothing in the Agreement shall have the effect of changing or altering this liability or of elimination any defense available to the parties under Mississippi law. To the extent permitted by applicable law, Kologik will indemnify and hold harmless the city of Jackson, Mississippi and its agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney fees and costs and payment of any resulting adverse final judgment or settlement) for: (a) personal injury or property damage to the extent caused by Kologik's negligence or willful misconduct; (b) violation of a law applicable to Kologik's performance under this Agreement; or (c) any third party claim(s) that the software or documentation infringes a third party's patent, copyright, or trademark, or misappropriates its trade secrets; and

WHEREAS, a copy of the contract is attached to this Order and made a part of the minutes.

IT IS, THEREFORE, ORDERED that Kologik, LLC's proposal for a (3) three-year agreement with the city to provide public safety software is accepted commencing upon the approval of the governing authorities and, in effect the initial term and automatically renewing at the current rates each renewal term unless otherwise terminated.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the Software-As-A-Service Agreement with Kologik, LLC for software necessary for daily law enforcement activities and fire protection for the city's residents.

IT IS FURTHER ORDERED that the Jackson Police Department is authorized to make payments to Kologik, LLC as outlined in this Order and in accordance with state law.

KOLOGIK, LLC
SOFTWARE-AS-A-SERVICE AGREEMENT

This Kologik, LLC Software-as-a-Service ("SaaS") Agreement ("Agreement") is entered into by and between Kologik LLC, with its principal office located at 301 Main Street, Suite 2200, Baton Rouge, LA 70801 ("Kologik"), and the Customer named below. The effective date of this Agreement is the date of full execution of this agreement ("Effective Date").

Customer Name: City of Jackson, Jackson Police Department(MS) ("Customer")
Address: 327 E. Pascagoula Street,
Jackson, MS 39205

RECITALS

WHEREAS, Kologik is the owner of certain computer software programs, including its Kologik software application ("Software"), and also provides configuration, training, and other services related to the Software purchased by Customer hereunder ("Services");

WHEREAS, the Software enables law enforcement agencies to document, record, manage and exchange information necessary for daily law enforcement activities;

WHEREAS, Kologik provides to customers, access to the Software by way of its centrally web-hosted platform on a subscription basis as a Software-as-a-Service (SaaS) offering, as an alternative to self-hosting or obtaining a perpetual license with managed hosting services;

WHEREAS, the Software can be configured to provide for data from various information feed sources to meet the Customer's needs;

WHEREAS, Customer now desires Kologik to provide, and Kologik desires to provide, Customer with access to the Software by way of Kologik's SaaS offering; and

WHEREAS, Kologik and Customer may sometimes be referred to herein each as "Party" or together as "Parties."

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the Parties agree as follows:

AGREEMENT

1. Grant of License.

1.1. License Grant.

During the Term, and subject to the terms and conditions of this Agreement, Kologik hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, license, on a subscription

Page 1 of 21

basis only, without the right to grant sublicenses, to access and use the Software via Kologik's web-based platform, over the Internet, as a SaaS solution, solely to support Customer's normal course of business, as configured by Kologik in accordance with Sections 2 and 3 below ("Solution"). The license is limited for use by Sworn Officers and Civilian Workers to the number set forth at Schedule A. Additional license fees will apply if Customer desires to add more Sworn Officers or Civilian Workers. Civilian Workers that are directly employed by Customer may be eligible for licenses and utilize the Solution. However, Customer shall not provide any third-party access to the Software or Solution without Kologik's prior written consent. The license granted in this Section 1 shall also include modifications to the Solution or Software that Kologik may make available to the Services that Customer procures from Kologik.

1.2. Restrictions on Use.

Customer shall not, and shall not permit others to, without Kologik's prior written consent:

(i) exceed the number of permitted licenses set forth on Schedule A; (ii) license, sublicense, sell, resell, distribute, rent, lease, assign or transfer the Software or Solution to any third party; (iii) modify, customize, reverse engineer, adapt, reverse assemble, reverse compile or create derivative works of the Software or Solution or any part thereof; or (iv) use the Software to harass, abuse, threaten, infringe intellectual property, or otherwise cause harm to Kologik or any third parties.

2. Initial Set Up and Configuration Services.

Upon execution of this Agreement, the Parties will work together to define Customer's needs for configuring the SaaS Solution within the parameters of standard features in the systems purchased. Kologik's standard initial implementation, set-up and training fees are set forth in Schedule A. Customer's timely response to discovery and data requests are paramount to timely implementation (Section 8.3 herein).

3. Professional Services and Statements of Work.

If additional Services are requested of Kologik beyond the scope of the initial standard set up and configuration services set forth in Section 2 above, the Parties will enter into a mutually agreed upon Statement of Work ("SOW") identifying the Services and tasks to be performed by Kologik, and set forth an estimate of the hours and corresponding fees for such Services. Unless otherwise set forth in the SOW, all Services will be provided by Kologik on a "time and material" basis at the rates identified in the SOW.

4. Customer Support.

During the Term, Kologik will provide Customer with the ability to report technical issues 24 x 7 for the Software/Solution. Response times to resolve issues are set forth at Kologik's Customer Support Policy, attached hereto as Schedule B. Kologik support includes troubleshooting, basic usability and navigation assistance. If applicable, Customer agrees to provide Kologik access to production systems for purposes of customer support.

Page 2 of 21

5. **Service Level Agreement.**

Kologik will provide the Services in accordance with the Service Level Agreement attached hereto as Schedule B.

6. **Fees and Payment Terms.**

- 6.1. **Payment Terms.** Fees and payment terms for the Initial Term of the Agreement are set forth in Schedule A, and will be paid to Kologik by Customer. Fees for Services for any renewal term ("Renewal Term") will be invoiced by Kologik to Customer prior to the expiration of the Initial Term or any Renewal Term. If Customer chooses to not renew the Services, it will provide Kologik with written notice of such decision at least sixty (60) days (Initials ___) prior to the expiration of the Initial Term or any Renewal Term. Customer shall pay to Kologik all Fees due hereunder, as set forth in Schedule A or otherwise in writing by a SOW, purchase order, or other similar document, within thirty (30) days but no later than forth-five (45) days after receipt of Kologik invoice. Unless otherwise instructed by Customer in writing, Kologik shall send all invoices electronically to the email address specified below:

Cleopatra Norris, Public Safety Administrator, cnorris@city.jackson.ms.us ; and
Captain Michael Outland, JPD, moutland@city.jackson.ms.us.

- 6.2. **Expenses.** Customer shall reimburse Kologik for previously-approved reasonable travel expenses incurred beyond the normal scope included in Schedule A if these expenses were incurred at the request of the Customer. Any travel expenses beyond the normal scope in Schedule A shall be preapproved by the Customer and are subject to prior approval by the Governing Authority (as defined below). Kologik will be responsible for any expenses incurred without the approval of the Customer. Such expenses are not included in any estimate in a SOW unless expressly itemized.
- 6.3. **Cancellation or Rescheduling of Meetings or Travel by Customer.** If meetings are rescheduled or cancelled by Customer after Kologik travel expenses have been incurred, Customer is responsible for penalties or other costs associated with changing or cancelling airline tickets. If services engagements are rescheduled or cancelled by Customer with less than twenty-four (24) hours' notice to Kologik, Customer is responsible for payment of eight (8) employee hours at current rates plus any incurred travel expenses.
- 6.4. **Interest.** Kologik may charge a service fee on late payments of the lesser of 1.5% per month or a portion thereof on the unpaid balance as set forth in Section 31-7-305 of the Mississippi Code Annotated of 1972, as amended.
- 6.5. **Taxes.** Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services procured hereunder

Page 3 of 21

- 6.6. **Alternate Payment Methods.** Payments may be made by electronic means upon request to AR@kologik.com. Credit card processing or wire transfer fees will be the responsibility of the Customer.
- 6.7. **Approval by the Jackson City Council.** It is understood that this Agreement requires approval by the Jackson City Council and the Mayor, the governing authority of the City of Jackson ("Governing Authority"), and if this Agreement is not approved by the Governing Authority, this Agreement is void and no payment shall be made hereunder.
- 6.8. **Availability of Funds.** It is expressly understood and agreed that the obligation of Kologik, LLC and the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the Governing Authority and the receipt of funds for use by Customer. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the Governing Authority to provide funds or to appropriate funds, or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson ("City"), the City and Kologik, LLC shall have the right upon ten (10) working days written notice to Kologik to terminate this Agreement without damage, penalty, cost or expenses to the City or Kologik of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
7. **Ownership.**
- 7.1. **Solution.** Customer acknowledges and agrees that it is acquiring only the right to access and use the SaaS Services, Solution and underlying Software licensed under this Agreement. Kologik, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by Kologik pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that, as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of Kologik, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement. Any rights not expressly granted to Customer under this Agreement are retained by Kologik.
- 7.2. **Documentation and Training Materials.** All Kologik documentation and training materials provided by Kologik hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of Kologik. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the Kologik documentation and training materials shall be reproduced on any copies. Subject

Page 4 of 21

to applicable open records laws, no copies of Kologik documentation or training materials shall be provided to any third party or competitor of Kologik.

7.3. Customer Data.

- (a) Customer hereby represents and warrants to Kologik that it is the owner or licensee of all data, information, files, and other material and content entered into the Solution/Services ("Customer Data"). Customer acknowledges and agrees that it is solely responsible and liable for a breach of the Customer Data and its use of the Customer Data, including any data obtained or entered into the Solution by a third party of the Customer unless it is determined that Kologik is responsible for any compromise or data breach to Customer Data. Customer further acknowledges and agrees that Kologik is merely a provider of the SaaS Services and the Solution on which the Customer Data resides, is not an authoritative source of the Customer Data, and is in no way responsible or liable to Customer or any third party for the Customer Data unless it is determined that Kologik is responsible for any compromise or data breach to Customer Data. Therefore, Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data, and acknowledges and agrees that Kologik shall have no responsibility or liability with respect to Customer or the Customer Data being compliant with such regulations. Customer further represents and warrants to Kologik that the Customer Data, or Customer's use of the Customer Data in the Software/Solution, does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, violate the civil rights of any individual, or otherwise constitute the breach of any agreement with any other person or entity. Customer further represents and warrants that the Customer Data does not contain any illegal, threatening, harassing, libelous, false, defamatory, offensive, or other material that would violate applicable law or regulation.
- (b) Customer hereby authorizes Kologik to access and use the Customer Data for the sole purpose of providing the Solution and Services hereunder. Kologik will not share the Customer Data with any third parties, subject to Section 12.2 herein, or modify any of the Customer Data without Customer's express written consent. Access to the Customer Data by Kologik's authorized representatives shall be conducted in a safe, secure, and reliable manner.

8. Limited Warranty; Customer Obligations.

8.1 Software/Solution Warranties.

- (a) Kologik hereby represents and warrants to Customer (i) that the Solution provided under this Agreement will conform in all material respects as described in Kologik's published documentation ("Documentation") and to Customer specifications that Kologik has agreed to in writing and incorporated into this Agreement

Page 5 of 21

("Specifications"); (ii) that Kologik has the legal right to enter into and perform its obligations under this Agreement; and (iii) that, at the time of Customer access, to the best of Kologik's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party. For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must promptly report any defects in the Solution to Kologik in writing in order to receive the warranty remedy set forth in this Section 8.1(b).

- (b) Customer's remedy, and Kologik's sole obligation, under this Software/Solution warranty shall be, at Kologik's discretion, to provide a work around or correction for, or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. All issues will be worked in accordance with support timelines set forth in Schedule B. If Kologik does not provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications within the resolution time provided by Kologik to Customer, then Kologik will, upon Customer's written request for cancellation of the order, terminate the license and refund the license fee that was paid by Customer to Kologik for the order.
- (c) Kologik shall have no obligation under this warranty if the Solution has been used other than in accordance with this Agreement or the Documentation and Specifications.

8.2 Services Warranties.

- (a) Kologik warrants to Customer that any professional services for a particular SOW will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to Kologik in writing within ninety (90) days of completion of the Services for that particular SOW or order in order to receive the warranty remedy set forth in this Section 8.2.
- (b) If the Services are not performed in a manner consistent with generally accepted industry practices, then Kologik's obligation under this service warranty shall be to re-perform the defective services at no cost to Customer. If Kologik fails to re-perform the Services as warranted within the resolution time mutually agreed upon by Kologik and Customer, Customer shall be entitled to a refund of the fees paid by Customer to Kologik for the deficient services and to immediately terminate the particular statement of work without liability.

8.3 Customer's Actions.

- (a) In the event that Customer is required to provide any information or take any actions to facilitate the access and use of the Services and/or Solution, Customer will use good faith efforts to provide Kologik with the required information or take the required actions in a timely manner.

Page 6 of 21

- (b) Any hardware purchased to access or utilize Kologik's solutions or any third party integrated services are the responsibility of the customer.

9. LIMITATION OF LIABILITY.

TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SAAS SERVICES, SOFTWARE AND SOLUTION ARE PROVIDED BY KOLOGIK TO CUSTOMER ON AN "AS IS" BASIS. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, KOLOGIK DOES NOT WARRANT THAT THE SOFTWARE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE OR SOLUTION.

10. Indemnification

- 10.1 **General Indemnification.** Each party's liability is determined and controlled in accordance with Mississippi law. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the parties under Mississippi law. To the extent permitted by applicable law, Kologik will indemnify and hold harmless the City of Jackson, Mississippi and its agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney fees and costs and payment of any resulting adverse final judgment or settlement) for: (a) personal injury or property damage to the extent caused by Kologik's negligence or willful misconduct; (b) violation of a law applicable to Kologik's performance under this Agreement; or (c) any third party claim(s) that the software or documentation infringes a third party's patent, copyright, or trademark, or misappropriates its trade secrets.
- 10.2 **Infringement.** Kologik will defend, indemnify and hold harmless Customer against any and all third-party claims that the Software or Solution infringes any registered U.S. copyrights of such third party that are issued as of the delivery date of the Solution to Customer. Kologik shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies Kologik in writing of such claim in sufficient detail to enable Kologik to evaluate the claim, and (b) Customer cooperates in all reasonable respects, at Kologik's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom. Should the Solution become, or in Kologik's opinion be likely to become, the subject of such a claim of misappropriation or infringement, Kologik at its sole option, shall either: (a) procure for Customer the right to continue using the Solution, (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and refund any pre-paid fees to Customer, pro-rated for the balance remaining in the then-current subscription term.

Page 7 of 21

Kologik shall have no liability with respect to infringement of any proprietary right, except as set forth in this Section 9.1

11. Term and Termination.

- 11.1 **Term.** This term of this Agreement shall commence as of the actual implementation of the software contracted for herein or sixty (60) days from the Effective Date of this agreement, whichever comes first, and continue in full force and effect for the three (3) year Initial Term set forth in Schedule A, with an automatic option to renew the contract for one year, subject to prior approval by the governing authorities for the city of Jackson. Thereafter at then current rates, each a Renewal Term, unless otherwise terminated in accordance with Section 11.2 below.
- 11.2 **Termination.** This Agreement may be terminated as follows:
- 11.2.1 **Termination for Convenience.** If either Party desires to discontinue any Services under this Agreement beyond the Initial Term, the Party may do so by providing written notice of non-renewal of the particular Services at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. There is no termination for convenience during the Initial Term set forth at Schedule A or any Renewal Term.
- 11.2.2 **Termination for Cause.**
- (a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.
 - (b) Either Party may terminate this agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganizations, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days.
 - (c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching party shall not be liable to the other for any loss, damage, or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.
- 11.3 **Effect of Termination.** Upon termination or expiration of this Agreement, Kologik shall have the right to terminate Customer's access to the SaaS Services and Solution and discontinue Services to Customer. After 90 days, Kologik reserves the right to delete Customer's data.

Page 8 of 21

- 11.4 Data Release. The data stored by Kologik on the behalf of the customers, is the property of Customer. If requested by Customer prior to the termination or expiration of this Agreement, Kologik will assist Customer with the release or copying of any Customer Data contained within the Solution, subject to Customer signing a data release agreement. If Customer fails to sign a data release agreement or terminates agreement, Kologik shall have the right to remove, delete, or destroy the Customer Data from the Solution. Each Kologik application stores data separately and at times may have a different format for delivery. Kologik reserves the right to amend the format of the digital copy, in order to support the growth and enhancement of its products. The current format of the digital copy for each product is described below:
- (a) COPsync - COPsync data for items such as but not limited to criminal incidents, criminal arrests, traffic citation, and crash reports is stored in a Microsoft SQL database. File attachments uploaded to COPsync, are stored in the same SQL database. Kologik will provide a digital copy of the Customer's data in the form of a SQL database backup, which shall include the Customer's file attachments. The SQL database can be restored into another SQL database and the information can be queried or extracted by third-parties such as Customer's IT department. Microsoft provides a free SQL database called SQL Server Express that can be downloaded and installed.
 - (b) Web CAD - All Web CAD data for items such as but not limited to calls for service is stored in an Oracle database. File attachments that are uploaded to Web CAD are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of Customer's data in the form of an Oracle database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as Customer's IT department. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.
 - (c) Web RMS - All Web RMS data for items such as but not limited to incidents, arrests, and property and evidence is stored in an Oracle database. File attachments that are uploaded to Web RMS are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of Customer's data in the form of an Oracle database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as Customer's IT department. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.
 - (d) Web JMS - All Web JMS data for items such as but not limited to booking, release and inmate history is stored in an Oracle database. File attachments that are uploaded to Web JMS are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of Customer's data in the form of an Oracle

Page 9 of 21

database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as Customer's IT department. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.

- 11.5 Survival. The provisions of Sections 6, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement.

12. General Provisions.

- 12.1 Binding Agreement. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

- 12.2 Confidentiality. During the term of this Agreement and at all times thereafter, each Party shall, and shall ensure that its respective directors, officers, employees, contractors and agents hold any and all Confidential Information disclosed by the other Party pursuant to this Agreement in the strictest confidence and in accordance with state and federal law. "Confidential Information" shall include without limitation all information and records whether oral or written or disclosed prior to or subsequent to the execution of this Agreement which has been marked "Confidential" or should reasonably be considered confidential, such as patents, utilization review, quality assessment, finances, volume of business, methods of operation, trade secrets, contracts, and prices, and price-related information. Each Party shall destroy any Confidential Information received from the other following the Event for which the Solution has been designed. Each Party agrees that disclosure of the other's Confidential Information other than in accordance with this Agreement shall cause irreparable injury to the other, and that the other Party shall be entitled to injunctive relief to prevent one another's breach of this Section. Nothing in this Section shall restrict either Party with respect to information or data: (i) that such Party rightfully possessed before it received the information from the other, as evidenced by written documentation of such possession; (ii) that subsequently becomes publicly available through no fault of such Party; (iii) that is subsequently furnished rightfully to such Party by a third party (excluding affiliates of the other) not known to be under restrictions on use or disclosure; (iv) that is required to be disclosed by applicable law (solely to the extent of such requirement), provided that the disclosing Party will exercise reasonable efforts to notify the other prior to disclosure; or (v) that is independently developed by such Party without any confidential information of the other.

- 12.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is not assignable by either Party without the prior written consent of the other. Notwithstanding the foregoing, upon reasonable notice, either party may assign all or any part of its rights and obligations under this Agreement without consent to (a) any

Page 10 of 21

entity resulting from any merger, consolidation or other reorganization of the assigning party, (b) any operating entity controlling the assigning party, or owned or controlled, directly or indirectly, by the assigning party, (c) any affiliate of the assigning party, or (d) any purchaser of all or substantially all of the assets of the assigning party.

- 12.4 **No Waiver.** If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.
- 12.5 **Insurance.** During the time of performing services under the awarded contract, Kologik shall maintain (a) Commercial General Liability ("CGL") of at least \$1,000,000; (b) Automobile liability of at least \$1,000,000; (c) Professional liability of at least \$1,000,000; (d) Workers Compensation complying
- (i) with applicable statutory requirements; and (e) Excess/Umbrella liability of at least \$5,000,000. The City of Jackson shall be an additional insured to the selected Commercial General Liability and Automobile Liability policies. The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the Kologik, LLC. Should Kologik, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied. Kologik must provide the following evidence of insurance:
- (1) A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
 - (2) An attached City of Jackson and Customer designated additional insured endorsement or blanket additional insured wording to the CGL/MGL (and if required Pollution Liability insurance policy).
 - (3) A copy of all other amendatory policy endorsements or exclusions of Kologik's insurance CGL/MGL policy that evidences the coverage required.

In the event that the Customer tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, the Kologik, LLC shall also cause a complete copy of the requested policy to be timely furnished to Customer. Kologik shall assign qualified, competent, and skilled personnel, who will serve as project manager(s) to oversee this Contract. Customer shall be notified in advance of any changes with the key personnel. At no time shall Kologik's or Customer's personnel solicit, request, or receive gratuities of any kind. Any personnel of Kologik who engages in misconduct or is negligent in the performance of their duties, shall not continue providing services to Customer under this Contract. Customer may request the reassignment of any personnel of Kologik who

Page 11 of 21

violates the provisions of this Contract, or who is determined to be wantonly negligent or discontinuous in the performance of their duties while working for Kologik performing services under this Contract. Kologik shall not enter into any subcontracts, leases, or agreements pertaining to the provision of the services under the Contract without the written consent of Customer. The Contract may not be assigned, in whole or in part, in any way without prior written consent of Customer.

- 12.6 **Electronic Media.** A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.
- 12.7 **Right to Subcontract.** Kologik shall not enter into any subcontracts, leases, or agreements pertaining to the provision of the services under this Agreement without the written consent of Customer. The Contract may not be assigned, in whole or in part, in any way without prior written consent of Customer. With written consent from the Customer, Kologik may subcontract for the provision of certain portions of the Solution under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Kologik to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to Kologik. Customer will not be independently obligated or liable under this Agreement to any party other than Kologik. Kologik understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Customer, through the Office of the City Attorney.
- 12.8 **Entire Agreement.** This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.
- 12.9 **Force Majeure.** Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party's control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party. Customer may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of thirty (30) days or more. In the event of termination due to Force Majeure, the City will pay for all undisputed fees and expenses related to the software and/or services received, or the City have incurred or received, prior to the effective date of termination. Any disputed fees and expenses will be handled in accordance with 31-7-305 of the Mississippi Code Annotated, as amended.

Page 12 of 21

- 12.10 **Notices.** Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; (ii) three (3) business days after the date of mailing if sent by certified or registered mail; (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery, or (iv) upon read receipt of delivery by electronic communications at orders@kologik.com. All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

To Kologik: Kologik LLC
301 Main Street, Suite 2200
Baton Rouge, LA 70801
Attn: Paul San Soucie
Email: orders@kologik.com

To Customer: Jackson Police Department
Address: 327 E. Pascagoula Street
City, State, Zip: Jackson, MS, 39205
Main Contact Email: ygrizzelli@jackson.ms.gov

Drew Martin, City Attorney
455 E. Capitol Street
Jackson, MS 39201
dmartin@jackson.ms.gov

- 12.11 **Severability.** If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.
- 12.12 **Waiver and Modification.** Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by both Parties.
- 12.13 **Modifications.** Any amendment, supplementation or other modification of any provision of this Agreement shall be effective only if in writing and signed by both Parties. It is the intent of the Parties that this Section 12.12 shall expressly apply to exclude any additional or conflicting terms in any purchase order or similar ordering document ("PO") issued by Customer, and requires instead a writing between the Parties that is separate and apart from any such PO to amend or add to this Agreement.

Page 13 of 21

- 12.14 **Relationship of Parties.** This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties and each Party is an independent contractor.
- 12.15 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.
- 12.16 **Non-Solicitation of Employees.** Each Party agrees that during the term of this Agreement and for a period of two years after its expiration or termination, neither Party will solicit or encourage any employee or consultant to discontinue their employment or engagement with the other Party. This provision shall not apply to employment opportunities of either Party advertised to the general public (e.g., newspaper advertisement, internet advertisement or listing, etc.) to which an employee of either Party may respond.
- 12.17 **Compliance with Laws.** This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of Mississippi without regard to any conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Kologik shall comply with applicable federal, state and local City of Jackson ordinances, laws, and regulations. Further, if applicable, Customer agrees to fully comply with 28 CFR Part 23.
- 12.18 **Choice of Law; Dispute Resolution; Jurisdiction; Venue.** In regard to any dispute or claim arising out of or relating to this Agreement, the parties agree that before either party shall pursue any legal action against the other, they will submit the dispute or claim to mediation. The non-binding mediation shall be requested by one party sending written notice by certified mail or nationally recognized overnight courier to the other party. The parties shall then select a mediator from the Mississippi Bar Association's panel of mediators. If the parties are unable to agree on a mediator, then a judge in a court of competent jurisdiction for that particular type of dispute (Circuit or Chancery) in Hinds County shall appoint a mediator from the Mississippi Bar Association's panel of mediators. The mediation shall take place within thirty (30) days after a mediator is selected or appointed, at a place designated by the mediator. Each party shall pay a proportionate share of the fees associated with the mediation including the fees of the mediator. If one party refuses to mediate when requested to do so, or fails to respond to a written request for mediation within ten (10) days of the date of the request, then the other party may consider this mediation provision waived, and proceed with the filing of a lawsuit. Any litigation arising out of or relating to this Agreement shall take place nonexclusively in the appropriate state or federal court in the State of Mississippi.
- 12.19 **Paragraph Headings.** The paragraph titles used herein are for convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.

Page 14 of 21

- 12.20 **Public Records.** This Agreement, including any exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1.
- 12.21 **Audit Rights.** For all Services being provided hereunder, Customer shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, Kologik must make the materials to be audited available within one (1) week of the request for them.
- 12.22 **Marketing.** From time to time, Kologik lists and/or mentions its customers in its marketing and communications initiatives including social media. Customer agrees that Kologik may use Customer's name and logo free of charge for such purpose for the duration of the Term. In addition, Kologik may work with customer on a Press Release, Case Study or Testimonial subject to approval by the Customer before publication.
- 12.23 **Order of Precedence: Governing Documents.** If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that the terms and conditions of this Agreement shall govern and take precedence over any different or additional terms and conditions of such purchase order or similar document.
- 12.24 **Authority to Bind.** Each Party hereby represents and warrants that the Party signing below has full right, power and authority to enter into this Agreement and bind such Party accordingly.

KOLOGIK LLC:	CUSTOMER:
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

ADDITIONAL CONTACT INFORMATION

Primary Contact Name:	Vincent Grizzell
Primary Contact Job Title:	Assistant Chief of Police
Primary Email:	vgrizzell@jacksonms.gov
Primary Contact Phone:	+16019601026
Agency Head Name:	Joseph Wade
Agency Head Job Title:	Chief of Police
Agency Head Email:	jwade@city-jackson.ms.us
Onboarding Contact Name:	Michael X. Outland, Sr.
Onboarding Contact Job Title:	Captain
Onboarding Contact Email:	moutland@city-jackson.ms.us
Billing Contact Name:	Cleopatra Norris
Billing Contact Email:	cnorris@city-jackson.ms.us
Billing Contact Phone:	601-960-1115
Kologik Contracts Rep. Name:	Matt Chism
Kologik Contracts Rep. Phone:	225-372-0674
Kologik Contracts Rep. Email:	mchism@kologik.com

**SCHEDULE A
PRODUCTS & PRICING SCHEDULE**

01 / 22 / 2024

Customer Name and Address:	Jackson Police Department (MS) 327 E. Paseagoula Street, Jackson, MS39205 Attn: Vincent Grizzell
----------------------------	--

Initial Term: Commencing on the term date as defined in 11.1 of the Agreement and continuing for three (3) years thereafter.

Product/Services Selected: Kologik SaaS Solution

Proposal Number:

ORI Number:

Sworn Officers (and Civilian Workers): 300

Data Migration/Integration From:

Agency Physical Address:

QTY	Item Description	Unit Price	Total Price
Initial Set-up Fees (One-time)			
QTY			
Item Description			
Unit Price			
Total Price			
Kologik SaaS Solution Fees (Recurring)			
304	COPsync - Additional License (Recurring) Per User	\$600.00	\$173,280.00
50	COPsync - Additional License (Recurring) Per User - Fire Dept.	\$600.00	\$28,500.00
1	CAD ANI/ALI (Recurring)	\$3,000.00	\$2,850.00
1	CAD Basic System (Recurring) Includes up to 5 licenses	\$7,500.00	\$7,125.00
43	CAD Additional license (Recurring) Per User	\$1,100.00	\$44,935.00
1	RMS Basic System (Recurring) Base includes up to 5 licenses	\$7,500.00	\$7,125.00
299	RMS Licenses (Recurring) Per User	\$1,100.00	\$312,455.00
6	RMS Licenses (Recurring) Per User - Fire Dept.	\$1,100.00	\$6,270.00
1	JMS Basic System (Recurring) Includes up to 5 licenses	\$7,500.00	\$7,125.00

Page 17 of 21

30	JMS Additional license (Recurring) Per User	\$1,100.00	\$31,350.00
1	Citizens Self-Reporting System (CSS) - (100-250K) (Recurring) (100-250K) - priced annually by service area population. Price includes setup, installation, and training.	\$20,000.00	\$19,000.00
1	Program Management Local/Onsite Support Per year	\$15,500.00	\$15,500.00
1	Annual Loyalty Discount	-\$20,000.00	-\$20,000.00
			\$635,515.00
Item Description			Total Price:
TOTAL FEES: Three + 1 (4) Year Cost of Kologik SaaS Solution			
Set-Up Fees One-time			\$0.00
SaaS Fees Recurring (Year 1)			\$635,515.00
YEAR 1 FEES:			\$635,515.00
Year 2 Fees			\$635,515.00
Year 3 Fees			\$635,515.00
Year 4 Fees - - 1 (Optional)			\$635,515.00

INVOICING AND PAYMENT TERMS

Invoicing. Unless otherwise agreed by the parties, Kologik will invoice Customer for the Year 1 Fees at or near the signing of this Agreement for the Year 1 Fees of \$635,515.00. Year 2, Year 3 and optional year 4 fees will be invoiced 30 days prior to the anniversary date of the Agreement. Additional fees will be invoiced upon completion of each.

Payment Terms. Payments are due within thirty (30) days but no later than forty-five (45) days following the date of Kologik invoice.

Additional Fees. Credit card payments are subject to a processing fee. Additional license fees will apply if Customer desires to add more Sworn Officers or Civilian Workers. These additional fees will be invoiced on a prorated basis at the contracted rate for each license.

Page 18 of 21

SCHEDULE B

**Kologik SAAS SOLUTION
Service Levels and Standard Customer Support Policy**

Two (2) ways to contact Support:

Phone: 855-339-9417 or 469-680-1400
Email: support@kologik.com

Uptime Availability

Kologik will maintain 98% total availability of the software and Service to Customer measured on a monthly basis, excluding scheduled maintenance of four (4) hours per month or less ("Scheduled Maintenance"). Kologik will provide Customer with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Customer in writing as the primary contact(s).

Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM CST to 8PM CST ("Normal Business Hours.") Emergency repairs will be performed as required and Kologik will promptly notify Customer of such action.

Service Level Definitions

LEVEL 1 – Support provides the following services:

- Forgotten ID's and passwords
- Account expiration issues (ID and password changes)
- Day-to-day use of the Kologik Software
- Connectivity issues including LAN, wireless access from the patrol cars and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:

- Additional contact with the customer to continue to triage the support request and resolve items such as:
 - Data issues including integrity and accuracy
 - Problems with maps including geo-location inaccuracies
 - Problem with CAD or other related Crime data feeds
 - Problems with included third-party components
 - Server imbalance
 - Performance issue
- Interface with Level 3 support team to help identify a resolution

LEVEL 3 – Support services provide code level changes to the application

- Identification and resolution of a software failure which requires a patch or fix
- Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes

Severities

Severity 1	Definition:
High Priority Critical	System down or unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee/Customer with a resolution time ("Resolution Commitment Date").

Severity 2	Definition:
Medium Priority	Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically, a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST to 8PM CST. Requests will be responded to within 4 hrs during these business hours. Kologik will provide the status of the work request on a regular basis via telephone, email or other form of communication to the requester.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 3	Definition:
Low Priority	Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically, a workaround is available. Severity 3 issues do not include reports or loss of data.

Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours. During this period, the customer must be available to help with the problem determination and resolution.
Severity 4 Low Priority	Definition: Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	Kologik support team will work on the problem / request during normal office hours with the assistance of the customer.

Remedy

If Kologik does not meet its system availability commitment of 98%, as set forth above, upon Customer's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Customer may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with Kologik and its network or data center. No credit will be given if it is determined the problem is at Customer, the Internet, the Internet, or otherwise out of Kologik's control.

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE FINANCING AGREEMENT CJK-001 PAYMENT SCHEDULE DOCUMENT WITH HUNTINGTON FINANCE RELATED TO THE FINANCING OF THE PURCHASE OF BODY WORN CAMERA, IN CAR CAMERAS, EQUIPMENT AND CLOUD STORAGE FROM METRIX SOLUTIONS.

WHEREAS, on September 26, 2023, the governing authorities for the City of Jackson authorized execution of a financing agreement with Huntington Finance related to the purchase of body worn cameras, in-car cameras, equipment and cloud storage pursuant to GSA Contract # 47QTCA19D00MM; and

WHEREAS, the September 26, 2023 action of the governing authorities is recorded in Minute Book 6X at pages 896-897; and

WHEREAS, the Mayor executed the Master Equipment Lease Agreement dated October 18, 2023 on November 14, 2023; and

WHEREAS, the Mayor also executed CJK-001 dated October 18, 2023 on November 14, 2023 which contained the payment schedule, due dates, and special terms; and

WHEREAS, on December 5, 2023, Huntington Finance submitted an Amended CJK-001 document dated November 30, 2023; and

WHEREAS, the Amended CJK-001 document did not change the amount of the payments which would be due from the City of Jackson on October 1, 2024, October 1, 2025, and October 1, 2026; and

WHEREAS, the modification indicated by the Amended CJK-001 document is the removal of the pass-through payment reflected in previous years on October 1, 2026; and

WHEREAS, the total payment due on October 1, 2026 will remain the same at \$342,085.00 but there will not be a pass-through; and

WHEREAS, all other terms and conditions indicated in the CJK-001 executed by the Mayor on November 14, 2023 remain unchanged and are valid; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the Mayor to execute the Amended CJK-001 because it does not alter the City's obligations under the initial agreement and is intended to address administrative procedures of Huntington's Finance.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the Amended CJK-001 dated November 30, 2023 from Huntington Finance.

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

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

Nays – None.

Absent – None.

ORDER APPROVING PAYMENT OF INVOICES TO MORRIS AND MCDANIEL, INC. FOR PSYCHOLOGICAL EVALUATIONS RECEIVED BY THE JACKSON POLICE DEPARTMENT.

WHEREAS, Section 21-17-5 of the Mississippi Code as amended states that the governing authorities of every municipality 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, Morris and McDaniel, Inc. previously had a contract with the City of Jackson for the performance of online testing and psychological evaluation of candidates; and

WHEREAS, Morris and McDaniel's contract expired and inadvertently testing services continued without formal renewal and approval of the contract by the governing authorities; and

WHEREAS, Morris and McDaniels has invoiced the City of Jackson for the services provided; and

WHEREAS, the invoices which remain unpaid are as follows; and

WHEREAS, the Jackson Police Department has reviewed the invoices and confirms that the services were indeed furnished; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing payment of the invoices; and

WHEREAS, Morris and McDaniel will not be providing services until such time that the governing authorities for the City of Jackson authorize the execution of a contract; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing payment of the following outstanding invoices:

Invoice date 7/6/2021 Invoice # 21.330 Invoice Amount \$2,530.00 for police recruit psychological evaluations.

Invoice date 9/13/2023 Invoice # 23.571 Invoice Amount \$1,380.00 for police recruit psychological evaluations.

Invoice date 1/2/24 Invoice # 23.783 Invoice Amount \$690.00 for police recruit psychological evaluations.

Invoice date 1/30/24 Invoice # 24.027 Invoice Amount \$230.00 for police recruit psychological evaluations.

Invoice dare 2/15/2024 Invoice # 24.055 Invoice amount \$276.00 for police recruit psychological evaluations.

IT IS, THEREFORE, ORDERED that the following invoices of (Morris and McDaniel, INC) are approved to be paid:

Invoice date 7/6/2021 Invoice # 21.330 Invoice Amount \$2,530.00 for police recruit psychological evaluations.
Invoice date 9/13/2023 Invoice # 23.571 Invoice Amount \$1,380.00 for police recruit psychological evaluations.
Invoice date 1/2/24 Invoice # 23.783 Invoice Amount \$690.00 for police recruit psychological evaluations.
Invoice date 1/30/24 Invoice # 24.027 Invoice Amount \$230.00 for police recruit psychological evaluations.
Invoice dare 2/15/2024 Invoice # 24.055 Invoice amount \$276.00 for police recruit psychological evaluations.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MASTER LEASE PURCHASE AGREEMENT WITH HUNTINGTON TECHNOLOGY FINANCE BASED UPON ITS MERGER WITH HUNGTINGTON NATIONAL BANK EFFECTIVE JANUARY 1, 2024.

WHEREAS, on September 26, 2023, the governing authorities for the City of Jackson authorized execution of a financing agreement with Huntington Finance related to the purchase of body worn cameras, in-car cameras, equipment and cloud storage pursuant to GSA Contract # 47QTCA19D00MM; and

WHEREAS, the September 26, 2023 action of the governing authorities is recorded in Minute Book 6X at pages 896-897; and

WHEREAS, the Mayor executed the Master Equipment Lease Agreement dated October 18,2023 on November 14, 2023; and

WHEREAS, on January 22, 2024, Huntington Technology Finance provided notice to the City of Jackson that it merged with Huntington National Bank effective January 1, 2024 and is no longer a wholly owned subsidiary of Huntington Technology Finance; and

WHEREAS, Huntington provided an Amendment 1 to the Master Lease Purchase Agreement and has requested execution of the Amendment to reflect the name change; and

WHEREAS, only the name has been changed and all other terms and conditions of the Master Lease Purchase Agreement dated October 18, 2023 and executed by the Mayor on November 14, 2023 remain in force and effect; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the Mayor to execute Amendment # 1 to the Master Lease Purchase Agreement.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute Amendment # 1 to the Master Lease Purchase Agreement dated October 18, 2023 and executed by the Mayor on November 14, 2023.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE PROCUREMENT OF SERVICES AND EXECUTION OF AN AGREEMENT FROM PROTOCOL 911, LLC TO PROVIDE IAED 40 HOUR BASIC INSTRUCTION COURSE TO TEN COMMUNICATION CLERKS.

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes the governing authorities of a municipality to adopt any orders with respect to municipal affairs which is not inconsistent with the Mississippi Constitution of 1890; and

WHEREAS, protecting the health and safety of persons within the municipality is a function of the Jackson Police Department and constitutes a municipal affair; and

WHEREAS, an essential component of public safety is the staffing of the Communications Center of the Jackson Police Department which receives 911 emergency calls; and

WHEREAS, individuals must be properly trained and certified to dispatch 911 emergency calls; and

WHEREAS, there are currently ten (10) individuals employed in the Communications Center as clerks who need to be trained and certified as 911 dispatchers in accordance with state law and regulations; and

WHEREAS, Protocol 911 LLC is a Mississippi limited liability company whose principal office is located at 530 Eugie Palmer Road, Mendenhall MS 39114 and whose principal officer is Angie Walker; and

WHEREAS, Angie Walker is certified to provide the IAED 40- hour basic certification course required for licensure as a 911 dispatcher; and

WHEREAS, the cost of the training of the communications clerks employed by the City of Jackson is \$395.00 per person; and

WHEREAS, the student will be trained on premises of the City of Jackson, and the fee includes all cots and materials; and

WHEREAS, the best interest of the City of Jackson would be served by contracting with Protocol 911 LLC to provide the IAED 40-hour basic certification course.

IT IS HEREBY ORDERED that a contract with Protocol 911 LLC may be entered into for the provision of IAED 40-hour basic instruction to ten (10) communication clerks.

IT IS HEREBY ORDERED that the sum of \$395.00 per student may be paid after the completion of the course instruction.

IT IS HEREBY ORDERED that the date and time of the instruction may be agreed upon by Protocol 911 LLC and the Jackson Police Department's Communication Center.

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

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

Nays – None.

Absent – None.

There came on for consideration, Agenda Item No. 22:

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH RESULTZ BIZ D.B.A. EDWARD J. PIERRE, III FOR PROFESSIONAL IT SERVICES TO SUPPORT THE ENTERPRISE RESOURCE PLANNING ("ERP") SYSTEM. President Banks stated said item was pulled by the Administration.

ORDER RATIFYING AND AUTHORIZING THE DEPARTMENT OF INFORMATION TECHNOLOGY TO PROCURE A ONE YEAR LICENSE FOR THE MICROSOFT OFFICE 365 TEAMS LICENSE FROM METRIX SOLUTIONS, LLC.

WHEREAS, the Office 365 Teams provides licenses for 1400 employees in the city of Jackson, MS, that provide emails and meetings creation and attendance features; and

WHEREAS, on August 19, 2023, the agreement between the city of Jackson and Metrix Solutions, LLC for the Office 365 Teams License expired; and

WHEREAS, the city's email system provides numerous amenities as it relates to production from city employees, including calendar, creating and sending correspondence, and meeting online requirements; and

WHEREAS, the Department of Information Technology obtained two quotes for the renewal of the Office 365 Teams license for one year and

WHEREAS, the Department of Information Technology recommends that the governing authorities for the city of Jackson accept Metrix Solutions, LLC's quote as the lowest and best for said solution; and

WHEREAS, Metrix Solutions, LLC, located at 190 East Capitol Street, Suite 175, Jackson, MS 39201, proposed a one-year license from August 20, 2023, until August 20, 2024 for the Office 365 Teams License renewals with reinstatement fees for a cost of Seventy-Four Thousand and One Hundred Dollars and No Cents (\$74, 100.00); and

WHEREAS, Office 365 Teams is the primarily used email, calendar, and meeting in the industry as it relates to reliability, support, and maintenance; and

WHEREAS, the Department of Information Technology represents that Metrix Solutions, LLC provides support and maintenance service for the previously purchased Office 365 Teams email, calendar and online meeting platform.

IT IS, THEREFORE, ORDERED and hereby ratified that the Department of Information Technology is authorized to purchase the Office 365 Teams License and maintenance service to continue providing emails, calendar, and online meeting platforms for productivity to continue throughout the city in an amount not to exceed Seventy-Four Thousand and One Hundred Dollars (\$74, 100.00) for the period that begun on August 20, 2023 until August 20, 2024 from Metrix Solutions, LLC.

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

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

Nays – None.

Absent – None.

ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL LIGHTING AND SOUND CONTROL SERVICES FROM AND PAYMENT TO THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES (IATSE) LOCAL 589 FOR STAGE LIGHTING AND SOUND CONTROL SERVICES FOR PRAISE DANCE EXPLOSION AND FLIPPING OUT TUMBLING EVENT(S) FOR THE PARKS AND RECREATION DEPARTMENT ON MARCH 2, 2024 AND APRIL 20, 2024.

WHEREAS, the City of Jackson Parks and Recreation – Programming Division annually hosts several events for the constituents of the City of Jackson; and

WHEREAS, the Programming Division will be hosting the family-orientated “Praise Dance Explosion” event at Thalia Mara Hall on March 02, 2024, at 6PM; and

WHEREAS, the Programming Division will also be hosting the “Flipping Out Tumbling” event at Thalia Mara Hall on April 20, 2024, at 10:30 a.m.; and

WHEREAS, the Programming Division will need professional stage lighting and sound control services for each of the event(s); and

WHEREAS, the Programming Division requested a quote(s) for stage lighting and sound control professional services from IATSE Local 589, who is affiliated with Thalia Mara Hall; and

WHEREAS, IATSE Local 589 is an active vendor (vendor number 67504) with the City of Jackson; and

WHEREAS, IATSE Local 589 submitted 2 quote(s) to provide professional services at the event(s) to the Parks and Recreation Department for the following: set up of event(s): two (2) flyman, two (2) stage hands, one (1) audio technician, one (1) lighting technician, and one (1) steward; show: one (1) sound technician, one (1) lighting technician, and one (1) stagehand for a total cost of One Thousand Three Hundred Seventy Dollars (\$1,370.00) with an industry standard twenty-one percent (21%) fee for payroll related expenses of Two Hundred Eighty-Seven Dollars and Seventy Cents (\$287.70) for a grand total of One Thousand Six Hundred Fifty-Seven Dollars and Seventy Cents (\$1,657.70); and

WHEREAS, it is in the best interests of the City of Jackson that the above-described professional lighting and sound control services to be provided by IATSE Local 589 for the event(s) be approved and that payment in the amount of One Thousand Six Hundred Fifty-Seven Dollars and Seventy Cents (\$1,657.70) be approved and made to IATSE Local 589 for “Praise Dance Explosion” (Event) at Thalia Mara Hall on March 02, 2024, at 6PM; and

WHEREAS, it is in the best interests of the City of Jackson that the above-described professional lighting and sound control services to be provided by IATSE Local 589 for the event(s) be approved and that payment in the amount of One Thousand Six Hundred Fifty-Seven Dollars and Seventy Cents (\$1,657.70) be approved and made to IATSE Local 589 for “Flipping Out Tumbling” (Event) at Thalia Mara Hall on April 20, 2024, at 10:30 a.m.

IT IS ORDERED that the above-described professional lighting and sound services to be provided by IATSE Local 589 at the event(s) is approved.

IT IS HERBY ORDERED that a payment in the amount of One Thousand Six Hundred Fifty-Seven Dollars and Seventy Cents (\$1,657.70) be made from account number 005.501.25-6419 to IATSE Local 589 for providing the above-described professional services for “Praise Dance Explosion” (Event) at Thalia Mara Hall on March 02, 2024, at 6 p.m.

IT IS THEREFORE ORDERED that a payment in the amount of One Thousand Six Hundred Fifty-Seven Dollars and Seventy Cents (\$1,657.70) be made from account number 005.501.25-6419 to IATSE Local 589 for providing the above-described professional services for “Flipping Out Tumbling” (Event) at Thalia Mara Hall on April 20, 2024, at 10:30 a.m.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any document(s) needed to effectuate the above-described professional services that are to be performed by IATSE Local 589 (vendor number 65704) at the “Praise Dance Explosion” and “Flipping Out Tumbling” event(s) at Thalia Mara Hall, hosted by the Parks and Receptions Department.

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

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

Nays – None.

Absent – None.

ORDER DECLARING PARCEL NUMBER 71-27 AS SURPLUS PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE SALE CONTRACT, DEED OF CONVEYANCE, AND OTHER DOCUMENTS NECESSARY TO SELL SAID PROPERTY TO DERRICK STRIBLING.

WHEREAS, the City of Jackson owns certain real property and any improvements thereon located in the 100 block of East Fortification Street. The real property is that same

property recorded in the Office of the Chancery Clerk of Hinds County in Book 4484 at Page 219 and more particularly described as follows:

71 FT N/S FORTIFICATION ST X 144 FT N & S IN SE COR LOT 61 BEN WHITFIELD SY N J LESS 10 FT OFF S END TO CITY FOR ST

WHEREAS, the real property is designated as Parcel Number 71-27 in the Hinds County Landroll; and

WHEREAS, on June 1, 2023, City departments were notified of the availability of City-owned surplus real property, and as of June 12, 2023, no City departments expressed a municipal need for the property; and

WHEREAS, on July 20, 2023, the City of Jackson's Surplus Property Committee voted to recommend to the governing authorities that the above-referenced parcel be declared surplus property and sold by advertising for and accepting competitive bids as set forth in Mississippi Code Section 21-17-1(2)(a); and

WHEREAS, the Surplus Property Committee issued a notice of request for bids that was published for three consecutive weeks in the Mississippi Link on August 31, 2023, September 7, 2023, September 14, 2023; and

WHEREAS, the only bid submitted was from Derrick Stribling in the amount of five hundred dollars, and

WHEREAS, based on the above, the Surplus Property Committee recommends that the governing authorities declare the property as surplus and authorize its sale to Derrick Stribling pursuant to Mississippi Code Section 21-17-1(2)(a).

IT IS HEREBY ORDERED that Parcel Number 71-27 located in the 100 block of East Fortification Street is no longer needed for governmental or related purposes of the City and is declared to be surplus property.

IT IS FURTHER ORDERED that the Mayor shall be authorized to execute the sale contract, deed of conveyance, and any other documents necessary to sell Parcel Number 71-27 to Derrick Stribling in the amount of five hundred dollars (\$500.00).

IT IS FURTHER ORDERED that consistent with the provisions of Mississippi Code Section 21-17-1(2)(a), the instrument conveying the property to Derrick Stribling shall reserve all mineral rights, together with the right of ingress and egress for the removal of same.

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

President Banks recognized **Chloe Dotson, Director of Planning and Development** and **Vic Sexton, Outreach Coordinator**, who provided a brief overview of said item.

After a thorough discussion, **President Banks** 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 WITH THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION REGARDING DEMOLITION AND/OR REMOVAL OF BLIGHTED PROPERTIES IN THE CITY OF JACKSON AND IN MISSISSIPPI HOUSE OF REPRESENTATIVES DISTRICT 71 PURSUANT TO HOUSE BILL 603 OF THE 2023 REGULAR LEGISLATIVE SESSION.

WHEREAS, the House Bill 603 as passed in the 2023 Regular Legislative Session, included \$250,000.00 for the Demolition and/or removal of blighted properties in the City of Jackson and in the Mississippi House of Representatives District 71; and

WHEREAS, the Mississippi Department of Finance and Administration requires the City of Jackson to submit an executed Memorandum of Understanding and other documents governing the blighted properties project as specified in House Bill 603 section 28.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Memorandum of Understanding with the Mississippi Department of Finance and Administration concerning the Demolition and/or removal of blighted properties in the City of Jackson and in the Mississippi House of Representatives District 71.

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

President Banks recognized **Chloe Dotson, Director of Planning and Development**, who provided a brief overview of said item.

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

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

ORDER AMENDING THE FISCAL YEAR 2024 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION.

WHEREAS, certain unanticipated needs and allocations in the amount of \$72,824.15 have arisen since the adoption of the Fiscal Year 2024 City of Jackson Budget for the Department of Public Works, Solid Waste Division; and

WHEREAS, the Fiscal Year 2024 City of Jackson Budget needs to be amended to provide funding for rental of equipment necessary to complete the new cell at the City rubbish facility and payment for previous equipment rental by moving budgeted funds where they are needed; and

WHEREAS, the following funds are being amended:

To/From	Fund/Account Number	Amount
From:	009-455.10.6317	\$15,000
To:	009-506.10-6514	\$15,000
From:	009-455.10.6317	\$2,500
To:	009-506.10.6419	\$2,500
From:	009-506.10.6872	\$50,324.15
To:	009-506.10.6514	\$50,324.15
From:	009-506.10.6872	\$5,000
To:	009-455.10.6516	\$5,000

IT IS, THEREFORE, ORDERED that the Fiscal Year 2024 Budget of the Department of Public Works, Solid Waste Division be amended as follows:

To/From	Fund/Account Number	Amount
From:	009-455.10.6317	\$15,000
To:	009-506.10-6514	\$15,000
From:	009-455.10.6317	\$2,500
To:	009-506.10.6419	\$2,500
From:	009-506.10.6872	\$50,324.15
To:	009-506.10.6514	\$50,324.15

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, FEBRUARY 27, 2024 10:00 A.M.**

1086

From:	009-506.10.6872	\$5,000
To:	009-455.10.6516	\$5,000

IT IS FURTHER ORDERED that pursuant to Miss. Code Ann. Section 21-35-25, this budget revision shall be published or posted within two (2) weeks of approval, in a newspaper in the same manner as the final adopted budget; and, in accordance with Miss. Code Ann. Section 21-35-25, the published notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment, as well as, the vote of each City Council member.

Council Member Lindsay moved adoption; Vice President Lee seconded.

President Banks recognized Louis Wright, Chief Administrative Officer, and Lakesha Weathers, Solid Waste Manager, who provided a brief overview of said item.

After a thorough discussion, **President Banks** 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 NEW WAY MISSISSIPPI, INC. FOR SERVICES FOR LITTER REMOVAL FROM PUBLIC RIGHT-OF-WAYS IN THE CITY OF JACKSON.

WHEREAS, the City of Jackson is in need of services to clean litter from public rights-of-way as a part of its maintenance of its roads and streets; and

WHEREAS, the Solid Waste Division received a proposal from New Way Mississippi, Inc. for services for litter removal from public rights-of-way in the City of Jackson; and

WHEREAS, New Way Mississippi Inc. is a Mississippi non-profit corporation, whose principal address is 6510 Cole Road, P.O. Box 24404, Ridgeland, Mississippi 39157; and

WHEREAS, New Way Mississippi, Inc. will provide ten (13) laborers for two (2) cleanup crews and crew chiefs and a project manager to work with Solid Waste staff; and

WHEREAS, the scope of work for the contract includes sorting, loading, and hauling of litter and other debris from public rights-of-way in the City; and

WHEREAS, all supporting documents for laborers, load tickets for disposed debris, and completed work areas will be submitted for daily reporting; and

WHEREAS, New Way Mississippi, Inc. will use the City disposal contract to dispose of collected litter and the City will be responsible for paying the tipping fee at the transfer station at the rate charged the City; and

WHEREAS, the City will pay New Way Mississippi, Inc. \$33,321.60 per month in an amount not to exceed \$400,000.00 for a period beginning March 1, 2024 through February 28, 2025 based on providing 13 laborers at \$16.02 per hour for 160 hours per month; the manhour rate includes funds to cover labor costs, transportation costs, supplies, management costs, and administrative costs.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with New Way Mississippi, Inc. to provide services for litter removal from public rights-of-way for the City of Jackson in an amount not to exceed \$400,000.00 for a period beginning March 1, 2023 through February 28, 2025.

Council Member Hartley moved adoption; Vice President Lee seconded.

President Banks recognized **Shanekia Jordan, Clerk of Council**, who recommended an amendment on behalf of the City Attorney's Office to change "10 laborers" to "13 laborers" throughout, and in the "IT IS THEREFORE ORDERED" section, changing "March 1, 2023" to "March 1, 2024".

Council Member Hartley moved; seconded by **Vice President Lee**, to amend said order to reflect the changes as stated by **Shanekia Jordan, Clerk of Council**. After discussion, **President Banks** recognized **Council Member Hartley** and **Vice President Lee** who withdrew their motion and second.

President Banks recognized **Drew Martin, City Attorney** and **Lakesha Weathers, Solid Waste Manager**, who recommended an amendment item in the 4th WHEREAS changing the word "ten" to "thirteen", and in the "IT IS THEREFORE ORDERED" section, changing "March 1, 2023" to "March 1, 2024".

Vice President Lee moved; seconded by **Council Member Hartley**, to amend said order to reflect the changes as stated by **Drew Martin, City Attorney**. The motion prevailed by the following vote:

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH NEW WAY MISSISSIPPI, INC. FOR SERVICES FOR LITTER REMOVAL FROM PUBLIC RIGHT-OF-WAYS IN THE CITY OF JACKSON.

WHEREAS, the City of Jackson is in need of services to clean litter from public rights-of-way as a part of its maintenance of its roads and streets; and

WHEREAS, the Solid Waste Division received a proposal from New Way Mississippi, Inc. for services for litter removal from public rights-of-way in the City of Jackson; and

WHEREAS, New Way Mississippi Inc. is a Mississippi non-profit corporation, whose principal address is 6510 Cole Road, P.O. Box 24404, Ridgeland, Mississippi 39157; and

WHEREAS, New Way Mississippi, Inc. will provide thirteen (13) laborers for two (2) cleanup crews and crew chiefs and a project manager to work with Solid Waste staff; and

WHEREAS, the scope of work for the contract includes sorting, loading, and hauling of litter and other debris from public rights-of-way in the City; and

WHEREAS, all supporting documents for laborers, load tickets for disposed debris, and completed work areas will be submitted for daily reporting; and

WHEREAS, New Way Mississippi, Inc. will use the City disposal contract to dispose of collected litter and the City will be responsible for paying the tipping fee at the transfer station at the rate charged the City; and

WHEREAS, the City will pay New Way Mississippi, Inc. \$33,321.60 per month in an amount not to exceed \$400,000.00 for a period beginning March 1, 2024 through February 28, 2025 based on providing 13 laborers at \$16.02 per hour for 160 hours per month; the manhour rate includes funds to cover labor costs, transportation costs, supplies, management costs, and administrative costs.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with New Way Mississippi, Inc. to provide services for litter removal from public rights-of-way for the City of Jackson in an amount not to exceed \$400,000.00 for a period beginning March 1, 2024 through February 28, 2025.

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

ORDER AUTHORIZING THE RENTAL OF EQUIPMENT TO ADDRESS THE STOCKPILING OF DEBRIS AT THE MUNICIPAL RUBBISH FACILITY DEVELOPMENT OF THE PERMITTED CELL EXTENSION.

WHEREAS, the City of Jackson’s Class I Rubbish Facility desires to rent a 30-ton articulating dump truck, dozer LGP 100-129 C/A, and a 54” pad drum roller to complete development of the permitted cell expansion and to maintain cover on the rubbish fill as required by the City’s permit from MDEQ; and

WHEREAS, the staff at Solid Waste, a Division of Public Works, has received two quotes and recommends H&E Equipment Services as the lowest and best quote at \$50,324.15 for a sixty (60) day rental of the 30-ton articulating dump truck, dozer LGP 100-129 C/A, and a 54” pad drum roller; and

WHEREAS, the Department of Public Works, Solid Waste Division, recommends the rental of this equipment for the completion of the cell at the rubbish facility.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a sixty (60) day rental agreement with H&E Equipment Services for the rental of a 30-ton articulating dump truck, dozer LGP 100-129 C/A, and a 54” pad drum roller for the City of Jackson Rubbish Class I site in the amount of \$50,324.15.

Council Member Hartley moved adoption; Vice President Lee seconded.

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

ORDER AUTHORIZING PAYMENT TO THE MISSISSIPPI STATE DEPARTMENT OF HEALTH, BOILER AND PRESSURE VESSEL SAFETY BRANCH FOR INSPECTION FEES.

WHEREAS, state law requires the inspection of boilers and pressure vessels by the Mississippi State Department of Health; and

WHEREAS, state law authorizes the Mississippi State Department of Health to charge a fee for the certificate of inspection for boilers and pressure vessels; and

WHEREAS, the Boiler and Pressure Vessel Safety Branch of the Mississippi State Department of Health inspected three electric water heaters at the Presidential Hills Clubhouse at a cost of \$30.00 each for the certificates for a total cost of \$90.00; and

WHEREAS, a copy of the invoice for the inspection certificates is attached to this Order and made a part of the minutes.

IT IS, THEREFORE, ORDERED that payment of \$90.00 to the Mississippi State Department Health authorized for three inspection certificates for the kitchen, men’s restroom, and women’s restroom in the Presidential Hills Clubhouse.

IT IS FURTHER ORDERED that the check be made payable to MDH/Boiler Safety Branch.

005.301.23.6419



Boiler and Pressure Vessel Safety Branch
570 E Woodrow Wilson, Suite U-106
PO Box 1700
Jackson, MS 39215
Phone: 601-878-7198
Fax: 601-576-7175

City of Jackson
Angela White
PO Box 17 1000 Metro Cntr Suite 104
Jackson, MS 39205-0017

It shall be unlawful to operate any object without a valid certificate and shall be punishable by a fine of \$500.00 per day of operation and/or 6 months imprisonment.

Invoice Number: 20-125659
Invoice Date: 03/13/2020

OVER 30 DAYS PAST DUE
Invoice Total: **\$90.00**

Insp Date	Description	Location	Ins Member	Qt	Cert	Fees			Total
						Insp	MFac		
03/04/2020	Electric Sig. Water Heater - Bradford White - 2014	City of Jackson Presidential Wks Club - LINDER SWK KITCHEN	MS120221-104	1	\$30.00	\$0.00	\$0.00	\$30.00	\$30.00
03/04/2020	Electric Sig. Water Heater - Bradford White - 2014	City of Jackson Presidential Wks Club - JONES Rm	MS120221-104	1	\$30.00	\$0.00	\$0.00	\$30.00	\$30.00
03/04/2020	Electric Sig. Water Heater - Bradford White - 2014	City of Jackson Presidential Wks Club - WOMEN'S Rm	MS120221-104	1	\$30.00	\$0.00	\$0.00	\$30.00	\$30.00
Subtotal:									\$90.00
Amount Received:									\$0.00
Balance Due:									\$90.00

DUE AND PAYABLE UPON RECEIPT



REMITTANCE FORM

Invoice Number: 20-125659 Date: 03/13/2020 Total Due: **\$90.00**
Amount Paid: _____

Mail to: Boiler and Pressure Vessel Safety
PO Box 1700
570 E Woodrow Wilson, Suite U-106
Jackson, MS 39215

Please make checks payable to MDH / Boiler Safety Branch
Please include invoice number or remittance form with payment.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #2/FINAL TO THE CONTRACT OF FORDICE CONSTRUCTION COMPANY, INC., AUTHORIZING RELEASE OF RETAINAGE, PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCEMENT OF ONE-YEAR WARRANTY FOR THE MCRAVEN ROAD BRIDGE PROJECT, STATE PROJECT NUMBER ERBR-25(04).

WHEREAS, the City of Jackson executed a contract with Fordice Construction Company, Inc. for the McRaven Road Bridge Project; and

WHEREAS, Change Order No. 2/Final increases the contract amount by \$38,094.15 due to changes in contract quantities based on field conditions and delays incurred by the contractor as a result of Entergy not relocating or de-energizing overhead power lines; and

WHEREAS, a final inspection was held by the Department of Public Works, and the Department recommends acceptance of the project; and

WHEREAS, the bonding company, Fidelity and Deposit Company of Maryland, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept Change Order No. 2/Final and authorize final payment in the amount of \$49,746.54 to Fordice Construction Company, Inc.

IT IS, THEREFORE ORDERED that the Mayor is authorized to execute Change Order No. 2/Final to the Contract with Fordice Construction Company, Inc. for the McRaven Road Bridge Project, increasing the contract amount by \$38,094.15, for a final contract amount of \$271,142.15.

IT IS FURTHER ORDERED that final payment in the amount of \$49,746.54 to Fordice Construction Company, Inc. is hereby authorized.

IT IS FURTHER ORDERED that the one-year warranty commence effective the date of substantial completion, and that the Municipal Clerk is authorized to publish the Notice of Completion of the McRaven Road Bridge Project.

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

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

Nays – None.

Absent – None.

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
SUPPORTING THE COMMITMENT OF CENTRAL MISSISSIPPI REALTORS
FOSTERING A THRIVING REAL ESTATE ENVIRONMENT IN JACKSON,
MISSISSIPPI.**

WHEREAS, the City Council of Jackson, Mississippi encourages real estate development that can and will contribute to the growth and prosperity of the Jackson Community; and

WHEREAS, the City Council of Jackson, Mississippi realizes the dire need to redevelop and repurpose community assets, especially after the closing of several Jackson Public Schools; and

WHEREAS, it is the goal of the National Association of Realtors to Rethink, Revitalize & Rebuild; and

WHEREAS, the City Council of Jackson, Mississippi realizes the need for potential collaborations to address blight, abandoned commercial buildings and investment into its communities. The City Council also welcomes and encourages Central Mississippi Realtors to help the City of Jackson repurpose its community assets.

BE IT HEREBY RESOLVED that the City Council of Jackson, Mississippi considers Central Mississippi Realtors as a partner. In addition, welcomes and supports the commitment of Central Mississippi Realtors to present ideas that would spur the redevelopment of corridors, the repurposing of community assets, and to work along with the City Council, Department of Planning and Development, Jackson Redevelopment Authority and JPS School District.

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

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

Nays – None.

Absent – None.

President Banks recognized **Vice President Lee** who recognized students attending the meeting from Hartfield Academy.

President Banks recognized **Council Member Hartley** who moved, seconded by **Vice President Lee** to add an item to the agenda on an emergency basis, order ratifying the city attorney’s execution of an agreed order with the Mississippi department of environmental quality related to alleged violations of Mississippi code annotated sections 17-17-5, 17-17-227, and 49-17-29. The motion prevailed by the following vote:

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

There came on as the Emergency Agenda Item: ORDER RATIFYING THE CITY ATTORNEY'S EXECUTION OF AN AGREED ORDER WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY RELATED TO ALLEGED VIOLATIONS OF MISSISSIPPI CODE ANNOTATED SECTIONS 17-17-5, 17-17-227, AND 49-17-29: Hearing no objections, the Clerk read the following:

ORDER RATIFYING THE CITY ATTORNEY'S EXECUTION OF AN AGREED ORDER WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY RELATED TO ALLEGED VIOLATIONS OF MISSISSIPPI CODE ANNOTATED SECTIONS 17-17-5, 17-17-227, AND 49-17-29.

WHEREAS, the Mississippi Department of Environmental Quality provided notice of its intent to pursue formal action against the City of Jackson for alleged violations of Sections 17-17-5, 17-17-227, and 49-17-29 of the Mississippi Code; and

WHEREAS, in Executive Session on February 13, 2024, the City Attorney discussed the status of the *Mississippi Commission on Environmental Quality v. City of Jackson, Mississippi*; Cause No.: 7300-23A before the Mississippi Commission on Environmental Quality regarding the City's cessation of curbside collection and disposal of residential garbage on April 1, 2023; and

WHEREAS, a poll was taken and based upon the results of the poll, the City Attorney negotiated and executed an Agreed Order on February 16, 2024; and

WHEREAS, the terms of the Agreed Order provide that the sum of \$900,000.00 will be assessed against the City of Jackson for the alleged violations; and

WHEREAS, the Agreed Order provides that the sum of \$375,000.00 will be paid in two separate installments of \$187,500.00; and

WHEREAS, the due date for the first installment is forty-five (45) days following execution of the Agreed Order by the Mississippi Department of Environmental Quality; and

WHEREAS, the due date for the second installment is ninety (90) days after execution of the Agreed Order by the Mississippi Department of Environmental Quality; and

WHEREAS, payment of the remaining sum of \$525,000.00 will be held in abeyance for two (2) years pending the City's compliance with the terms of the Agreed Order and the City's Solid Waste Management Plan; and

WHEREAS, if the City fails to comply with the Agreed Order and its Solid Waste Management Plan within the two (2) year period, the applicable penalty held in abeyance shall immediately become due and payable; and

WHEREAS, the City Attorney executed the Agreed Order in good faith based upon the discussion in Executive Session; and

WHEREAS, the Mississippi Department of Environmental Quality's execution of the Agreed Order is contingent upon the governing authorities ratifying the City Attorney's execution of the Agreed Order and meeting minutes relative to the same.

IT IS HEREBY ORDERED that the City Attorney's execution of the Agreed Order on February 16, 2024 is ratified.

IT IS HEREBY ORDERED that the City Attorney's act in executing the Agreed Order shall be considered binding upon the municipality.

IT IS FURTHER ORDERED, that the City of Jackson is authorized to make the payments in the amounts set forth herein and in the Agreed Order to the Mississippi Department of Environmental Quality.

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

DISCUSSION: 811 MEMBERSHIP: President Banks stated the City was not in compliance with its 811 membership. President Banks recognized Robert Lee, City Engineer, who stated there were funding sources the City would not be able to tap into if it were not in compliance with Mississippi 811. Robert Lee also stated that the City had taken the necessary steps to be in compliance.

DISCUSSION: BUDGET FOR CLEAN-UP/TEAR DOWN OF ABANDONED DILAPIDATED PROPERTIES: President Banks recognized Council Member Hartley who expressed concerns regarding the budget for cleanup and tearing down abandoned structures. President Banks stated that the budget is supported by the revenue generating entities of the Planning and Development Department which steadily increases during the budget year.

DISCUSSION: UPDATE ON 10 MILLION: President Banks recognized Council Member Stokes who requested an update on the status of the \$10-million-Dollar settlement the City was awarded from the Zurich lawsuit settlement and expressed his desire to invest \$1 Million Dollars from that settlement into the City's Summer Job Program. President Banks recognized Drew Martin, City Attorney, who stated no monies from the settlement had been received and he was not aware of what plans the Administration had for those funds.

There came on for Discussion, Agenda Item No. 36:

DISCUSSION: MARY C. JONES: President Banks stated said item would be held at the request of Council Member Stokes.

DISCUSSION: GARBAGE RFP STATUS: President Banks recognized Council Member Foote who expressed concerns regarding the garbage RFP process and strongly encouraged the Administration to move forward with making selections for the contract to help avoid another garbage crisis and more fines from the Mississippi Department of Environmental Quality. President Banks recognized Drew Martin, City Attorney, who stated that the fine levied to the City by the Mississippi Department of Environmental Quality not \$900,000, but \$375,000.00 instead with \$525,000.00 held in abeyance pending no future problems with garbage collection.

MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Banks stated that all City Council members had received the monthly financial report for review.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 10:00 a.m. on March 4, 2024. At 12:54 p.m., the Council stood adjourned.

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, FEBRUARY 27, 2024 10:00 A.M.

1093

PREPARED BY:

Shanika Masley-Bondan
CLERK OF COUNCIL

APPROVED:

A. S. L., 3/19/2024
COUNCIL PRESIDENT DATE

Ch. Hoff
MAYOR

ATTEST:

Angela Harris
CITY CLERK
