

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 10:00 a.m. Tuesday, May 28, 2024 in the Clerk of Council's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) Ordinance amending the City of Jackson Classification and Compensation Plan to add the job classification of Deputy Chief Financial Officer at a pay range 50; Liaison Officer at a pay range 34; Procurement Operations Manager at a pay range 34; Fixed Asset Manager at a pay range 31; Vendor Equity Coordinator at a pay range 28; and Fiscal Operations Manager at a pay range 34. (2) Order authorizing the Mayor to execute contracts between the City of Jackson and various organizations for the use of 2022 Emergency Solutions Grant (ESG) Program funds in the City of Jackson for a total of \$140,892.30, from the Department of Housing and Development (HUD) for eligible activities related to Rapid Re-Housing, Homelessness Prevention, Street Outreach, Emergency Shelter and a Homelessness Management Information System. (3) Order authorizing the Mayor to execute an agreement with Pileum Corporation for Professional IT Services for the Department of Information Technology. (4) Order authorizing the Mayor to execute an agreement between the Jackson Police Department and Interactive Data, LLS (Intelligence Software) for a subscription of thirty-six (36) months. (5) Order authorizing the Mayor to execute an agreement between the Jackson Police Department and Whooster (Computer Software) for a subscription term of thirty-six (36) months. (6) Discussion: Redistricting. The meeting was convened in the Council Chambers located at Central Mississippi Planning & Development District located at 1020 Centre Point Blvd in Pearl, MS. on May 28, 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, Council Vice President, Ward 2; Ashby Foote, Ward 1; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5 and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Louis Wright, Chief Administrative Officer; Fidelis Malembeka, Chief Financial Officer; Shanekia Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Drew Martin, City Attorney.

Absent: Kenneth Stokes, Ward 3.

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

President Banks recognized **Mike Monk, Chief Executive Officer of Central Mississippi Planning & Development District (CMPDD)**, who provided opening remarks.

ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATIONS OF DEPUTY CHIEF FINANCIAL OFFICER AT A PAY RANGE 50; LIAISON OFFICER AT A PAY RANGE 34; PROCUREMENT OPERATIONS MANAGER AT A PAY RANGE 34; FIXED ASSET MANAGER AT A PAY RANGE 31; VENDOR EQUITY COORDINATOR AT A PAY RANGE 28; AND FISCAL OPERATIONS MANAGER AT A PAY RANGE 34.

WHEREAS, Section 21-8-23(1) of the Mississippi Code authorizes a municipality to establish a department of administration and such other departments desired by ordinance; and

WHEREAS, consistent with the authority granted in Section 21-8-23 of the Mississippi Code, the governing authorities for the City of Jackson have established by ordinance a Department of Administration and Finance; and

WHEREAS, Section 21-8-23(2) of the Mississippi Code mandates that each department be headed by a director who is to be appointed and confirmed by the affirmative vote of a majority of the council present and voting at such meeting; and

WHEREAS, prior to September 14, 2021, the Department of Administration and Finance was headed by a person the mayor appointed and who was confirmed by the Council; and

WHEREAS, on September 14, 2021, the governing authorities for the City of Jackson amended Section 2-331 of its code of ordinances to create the position of chief financial officer; and

WHEREAS, the ordinance adopted by the governing authorities on September 14, 2021 is recorded in Minute Book 6T at pages 544-545; and

WHEREAS, the ordinance creating the position of Chief Financial Officer provides for appointment by the mayor and confirmation by the council; and

WHEREAS, pursuant to the terms of the ordinance, the chief financial officer has responsibility for coordinating and directing the financial resources and administrative functions of the City and providing operational and programmatic support of municipal government; and

WHEREAS, based upon the stated responsibility of the chief financial officer, the person appointed and confirmed to serve in the role is the head of the Department of Finance and Administration; and

WHEREAS, subsequent to adoption of the ordinance, the mayor appointed and the council confirmed an individual to serve as chief financial officer; and

WHEREAS, the Chief Financial Officer has had opportunity to evaluate functions within the Department of Finance and Administration and the City's administrative functions; and

WHEREAS, the Chief Financial Officer has determined that additional personnel positions are needed for the effective functioning of the Department of Finance and Administration; and

WHEREAS, the additional personnel positions are designed to improve procurement and payment processes of the municipality and also facilitate the training of personnel in procurement, contracting, and statutory requirements for timely payment of invoices; and

WHEREAS, the Chief Financial Officer is recommending the addition of a (1) Deputy Chief Financial Officer; (2) Liaison Officer; (3) Procurement Operations Manager; (4) Fixed Asset Manager; (5) Vendor Equity Coordinator and (6) a Fiscal Operations Manager; and

WHEREAS, the tasks performed by the Deputy Chief Financial Officer include, but are not limited to: (1) develop and implement strategies aiming to promote citywide goals (2) direct and provide oversight to special programs (3) assemble data, analyze needs and functions of the City to formulate and implement recommendations for fiscal improvement to be provided to the CFO; and

WHEREAS, the tasks performed by the Liaison Officer include, but are not limited to:
(1) facilitate communication and collaboration between departments, teams, or organizations
(2) serve as a bridge, connecting and coordinating efforts to ensure smooth operations and efficient decision-making; and

WHEREAS, the tasks performed by the Procurement Operations Manager included, but are not limited to (1) maintain and update the procurement process to meet the business needs in a rapid manner, (2) support business stakeholders with requisitions and processes (3) conduct evaluation of various tools to support procurement activities including spend analysis, budget analysis, and bid analysis; and

WHEREAS, the tasks performed by the Fixed Asset Manager include, but are not limited to (1) ensures adherence to guidelines for acquisitions, maintenance, retention and disposition of

fixed assets and associated records (2) directs and oversees the asset management function of capital and controlled assets by managing Fixed Asset Supervisors, Specialists and Clerks (3) keeps up with inventory for all departments; and

WHEREAS, the tasks performed by the Vendor Equity Coordinator include, but are not limited to (1) research, apply and promote diversity initiatives and share best practices (2) provide advice, guidance and support on equality and diversity issues (3) assess community needs and promote community cohesion; and

WHEREAS, the tasks performed by the Fiscal Operations Manager include, but are not limited to (1) provide oversight to all fiscal officers for the City (2) evaluate, reconcile, and problem solve accounting, budgeting, and internal control processes under the administrative direction of the Deputy Chief Financial Officer; and

WHEREAS, the Department of Human Resources submitted inquiries to Savannah Georgia, Little Rock, Arkansas, and Baton Rouge Louisiana regarding the compensation paid to personnel whose job function is similar to the position of Deputy Chief Financial Officer, Liaison Officer, Procurement Operations Manager, Fixed Asset Manager, Vendor Equity Coordinator, and Operations Manager; and

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the position equivalents were as follows:

Deputy CFO falls within the range of \$63,783-\$106,870;
Liaison Officer falls within the range of \$ 64,006-\$79,418;
Procurement Operations Manager falls below the range of \$75,326-\$116,002;
Fixed Asset Manager falls within the range of \$35,516-\$60,464;
Vendor Equity Coordinator falls below the range of \$60,163.00-\$92,651.00;
Fiscal Operations Manager falls within the range of \$52,474-\$88,454; and

WHEREAS, the best interest of the City of Jackson would be served by adding the Deputy Chief Administrative Officer; Liaison Officer; Procurement Operations Manager; Fixed Asset Manager; Vendor Equity Coordinator; and Fiscal Operations Manager classifications to the current pay plan at an affordable salary comparable to the compensation paid by other Southeastern cities such as those cited; and

WHEREAS, it is recommended that the following job classifications be added at the corresponding pay ranges with annual compensation being listed below:

Deputy Chief Financial Officer; Pay Range (50); Salary Range (\$105,758.99-\$128,511.92)
Liaison Officer: Pay Range (34), Salary Range (\$60,567.68-\$73,317.84)
Procurement Operations Manager; Pay Range (34); Salary Range (\$60,567.68-\$73,317.74)
Fixed Asset Manager; Pay Range (31); Salary Range (\$52,620.00-\$63,632.82)
Vendor Equity Coordinator; Pay Range (28); Salary Range (\$45,753.36-\$55,267.76)
Fiscal Operations Manager; Pay Range (34); Salary Range (\$60,567.68-\$73,317.84)

WHEREAS, the Department of Administration and Finance has informed the Department of Human Resources that monies are available in the budget of the Department of Administration and Finance to cover the recommended positions that will be added to the compensation plan; and

WHEREAS, on July 12, 2013, the Mississippi Attorney General issued an opinion to Deidra J. Bassi stating that in municipalities where civil service coverage for all employees is not mandated, the initial assessment of what positions will be covered by civil service is made by the governing authorities by ordinance; and

WHEREAS, the Department of Human Resources recommends that the position of Deputy CFO not be covered by civil service consistent with the City's policy or practice of not affording civil service protection to deputy department heads; and

WHEREAS, it is recommended that the positions of (a) Liaison Officer (b) Procurement Operations Manager; (c) Fixed Asset Manager; (d) Vendor Equity Coordinator and (e) Fiscal Operations Manager be included within the civil service classification system.

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in Minute Book 4Y, be further amended to add the positions at the pay ranges and salary ranges listed.

IT IS HEREBY ORDERED that the effective date of the amendment of the Classification and Pay Plan is immediately.

IT IS HEREBY ORDERED that the provisions of this ordinance should not be construed as altering the application of the rules of the City of Jackson Civil Service Commission related to the examination and employment of persons in the positions subject to civil service coverage.

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

Yeas – Banks, Grizzell and Lindsay.

Nays – Foote.

Absent – Hartley, Lee and Stokes.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2022 EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM FUNDS IN THE CITY OF JACKSON FOR A TOTAL OF \$140,892.30, FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR ELIGIBLE ACTIVITIES RELATED TO RAPID RE-HOUSING, HOMELESSNESS PREVENTION, STREET OUTREACH, EMERGENCY SHELTER, AND A HOMELESSNESS MANAGEMENT INFORMATION SYSTEM.

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

WHEREAS, on December 13, 2022, HUD notified the City of Jackson of its 2022 allocations for the Office of Community Planning and Development’s (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low-and moderate-income persons and special needs populations across the country; and

WHEREAS, by Order entered on July 19, 2022, recorded in Minute Book 6V, Pages 311-312, the governing authorities authorized the Mayor to submit to the U.S. Department Of Housing and Urban Development the City Of Jackson’s 2022 One-Year Annual Action Plan Of the 2020-2024 Consolidated Plan in the amount of \$4,054,417.00; and

WHEREAS, on June 8, 2022, June 9, 2022 the Office of Housing and Community Development advertised in five (5) local newspapers a Request For Proposal (RFP) notifying interested Applicants of funds available from the U.S. Department of Housing and Urban Development (HUD) for the following grants: Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons With AIDS (HOPWA); and

WHEREAS, a total of thirteen (13) Community Development Block Grant (CDBG) proposals were submitted, seven (7) Emergency Solutions Grant (ESG) proposals, and one (1) Housing Opportunities for Persons With AIDS (HOPWA) proposal were submitted electronically by the deadline of 5:00 p.m. on June 24, 2022; and

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

WHEREAS, the Office of Housing and Community Development recommends entering into a contract with various organizations to provide Rapid Re-Housing, Homelessness Prevention, Emergency Shelter, Street Outreach, and a Homelessness Management Information System (HMIS) services to eligible ESG residents in the City of Jackson; and

WHEREAS, the contracts shall be effective October 1, 2023 – September 30, 2024, and shall authorize the expenditure of \$140,892.30 from ESG funds.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute contracts with various organizations to provide Rapid Re-Housing, Homelessness Prevention, Emergency Shelter, Street Outreach and Homelessness Management Information System (HMIS) services to eligible ESG residents in the City of Jackson, and to execute all other required forms and contractual documents related to this award.

<u>Agencies</u>	<u>Activity</u>	<u>Amount Awarded</u>
Catholic Charities	Shelter	\$14,089.00
Stewpot Community Services (Billy Brumfield Shelter)	Shelter	\$14,089.00
Stewpot Community Services (Matt’s House)	Shelter	\$14,089.00
Carter’s Compassionate Care	Shelter	\$14,089.00
Born 2 Lead	Street Outreach & Shelter	\$14,089.00
Walk In Newness, Inc.	Street Outreach & Shelter	\$14,089.00
Voice Of Calvary Ministries	Homeless Prevention Rapid Rehousing, HMIS	\$56,358.30
TOTAL		\$140,892.30

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

President Banks recognized **Mayor Chokwe Antar Lumumba** and **Reginald Jefferson, Deputy Director of Housing and Community Development**, who provided a brief overview of said item.

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

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

Note: Council Member Hartley joined the meeting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PILEUM CORPORATION FOR PROFESSIONAL IT SERVICES FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY.

WHEREAS, the Department of Information Technology recommends to the governing authorities for the city of Jackson to authorize the Mayor to procure a 60-hour block of time from Pileum Corporation to provide IT professional services from beginning upon the execution of the Agreement and shall remain in effect until the completion of the services, unless otherwise terminated; and

WHEREAS, the Department of Information Technology solicited two quotes for a 60-hour block of time to provide engineering services that include access to basic, mid-level, and senior engineers in the areas of Forensics, Firewall, Virtualization, and Risk, and Compliance Consulting; and

WHEREAS, GET-COMM submitted a quote for a 60-hour block at \$165.00 per hour for a total cost of \$9,900.00; and

WHEREAS, Pileum Corporation submitted a quote for a 60-hour block at \$145.00 per hour for a total cost of \$8,700.00.; and

WHEREAS, the Department of Information Technology recommends to the governing authority to authorize the Mayor to procure a 60-hour block from Pileum Corporation, with its principal office at 190 East Capitol Street, Suite 175, Jackson, MS 39201, to provide engineering services in the areas of Forensics, Firewall, Virtualization, and Risk, and Compliance Consulting; and

WHEREAS, Pileum Corporation is in good standing to do business in Mississippi; and

WHEREAS, Pileum Corporation will commence services on the execution of the Agreement and shall remain in effect until the completion of the services, unless otherwise terminated; and

WHEREAS, Pileum Corporation's fee schedule is as follows:

Service	Cost per Hour
Senior Forensics Engineer	\$200
Security Risk Compliance Consulting	\$195
Senior Firewall Engineer	\$170
Senior Virtualization Engineer	\$170
Senior Messaging/Email Services Engineer	\$160
Senior Networking Engineer	\$160
Senior Server Engineer	\$160
Forensics Engineer	\$175
Firewall Engineer	\$145
Virtualization Engineer	\$145
Messaging/ Email Services Engineer	\$145
Server Engineer	\$130
Networking Engineer	\$130
Desktop Engineer	\$110
Helpdesk	\$90

WHEREAS, service should be requested or required during normal business hours from Monday through Friday. Pileum will, at its discretion and with pre-approval from the customer, bill additional charges according to the following schedule:

Emergency Call — If the customer requires immediate emergency assistance, an emergency service call rate will be applicable at 2.0 times the normal hourly rate; 4-hour minimum on-site, 2-hour minimum remote.

After hours (Monday-Thursday 5:30 PM — 7:59 AM) 1.5 times normal hourly rate; 4-hour minimum on-site, 2-hour minimum remote.

Weekends — (Friday 5:31 PM — 11:59 PM; Saturday/Sunday 12 AM — 11:59 PM; Monday 12 AM -7:59 AM) 2.0 times normal hourly rate.

Holidays- 2.5 times normal hourly rate; 4-hour minimum on-site, 2-hour minimum remote (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day).

WHEREAS, any unused hours of block of time will expire three (3) years from contract execution; and

WHEREAS, these services will ensure that the city is safeguarding critical infrastructure, and sensitive data, providing the seamless delivery of essential services; and

WHEREAS, Pileum Corporation provided the lowest and best quote for a total cost of \$8,700.00 for professional IT services; and

WHEREAS, a copy of the proposed Agreement is attached and made a part of the minutes.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute an Agreement with Pileum Corporation, to procure a 60-hour block of time for professional IT services beginning upon the execution of the Agreement and shall remain in effect until the completion of the services, unless otherwise terminated.

IT IS FURTHER ORDERED that the Mayor be authorized to execute any documents necessary to effectuate this order.



▶ **Statement of Work**

Approved Order of Time (AOT) – The AOT is a block of hours discounted from standard hourly rates and is billed as services are provided. Hours presented will be used for the services described in the quote. Any hours remaining after project is completed can be used for future projects or support. If services require more hours than included in the approved order of time, customer can choose to purchase a new AOT or purchase the additional services by the hour. The agreement is consumed at the following rate schedule according to type of service performed:

Senior Engineering Services:

Senior Engineering Services are performed by an engineer with five or greater years experience and/or certification in the given area.

- Senior Forensics Engineer - \$200 Per Hour
- Security, Risk, Compliance Consulting - \$195 Per Hour
- Senior Firewall Engineer - \$170 Per Hour
- Senior Virtualization Engineer - \$170 Per Hour
- Senior Messaging / Email Services Engineer - \$160 Per Hour
- Senior Networking Engineer - \$160 Per Hour
- Senior Server Engineer - \$145 Per Hour

General Engineering Services:

- Forensics Engineer - \$175 Per Hour
- Firewall Engineer - \$145 Per Hour
- Virtualization Engineer - \$145 Per Hour
- Messaging / Email Services Engineer - \$145 Per Hour
- Server Engineer - \$130 Per Hour
- Networking Engineer - \$130 Per Hour
- Desktop Engineer - \$110 Per Hour
- Helpdesk - \$90 Per Hour

Please note that this agreement provides service during normal business hours from Monday through Friday. Should service be requested or required outside these time periods, Pileum will, at its discretion and with pre-approval from the customer, bill additional charges according to the following schedule: -Emergency Call - If customer requires immediate emergency assistance an emergency service call rate will be applicable at 2.0 times the normal hourly rate; 4 Hour Minimum On-site, 2 Hour Minimum Remote -After Hours (Monday-Thursday 5:30 PM - 7:59 AM) - 1.5 times normal hourly rate; 4 Hour Minimum On-site, 2 Hour Minimum Remote -Weekends - (Friday 5:31 PM - 11:59 PM; Saturday/Sunday 12 AM - 11:59 PM; Monday 12 AM - 7:59 AM) 2.0 times normal hourly rate; 4 Hour Minimum On-site, 2 Hour Minimum Remote -Holidays - 2.5 times normal hourly rate; 4 Hour Minimum On-site, 2 Hour Minimum Remote (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day)



Termination of Agreement for Cause:

If, through any cause, Pileum Corporation shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if Pileum Corporation shall violate any of the terms of this Agreement, the Client shall thereupon have the right to terminate this Agreement by giving written notice to the Pileum Corporation of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In that event, all personal property, cash, or other assets which, if the Agreement had been completed, would have been required to be furnished to the Client or were purchased with funds furnished to Pileum Corporation under this Agreement and all finished or unfinished documents, reports or other materials prepared by Pileum Corporation under this Agreement shall at the option of the Client, become its property, and Pileum Corporation shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, Pileum Corporation shall not be relieved of liability to the Client for damages sustained by the Client by virtue of any breach of this Agreement by the Contractor, and the Client may withhold any payments to Pileum Corporation for the purpose of offset until such time as the exact amount of damages due the Client from Pileum Corporation is determined. This section shall apply to all representatives, third parties, and/or consultants/contractors selected or employed by Pileum Corporation.

Termination of Contract for Convenience:

The City may terminate this Agreement at any time by giving written notice to Pileum Corporation of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination. In that event, all finished or unfinished documents and other materials, at the option of the Client become its property. If the Agreement is terminated by the Client as provided herein, Pileum Corporation will be paid an amount which bears the same ratio to the total services of Pileum Corporation covered by the Agreement, less payments of compensation previously made.

Fees:

Section 66 of the Mississippi Constitution prohibits the Client from paying for services before they are delivered or rendered based on the absence of statutory authority to allow for advance payment. Payment will be based on satisfactorily delivered or performed services. City shall pay to Pileum Corporation all fees due hereunder based on the services set forth in this Agreement, within thirty (30) days but no later than forth-five (45) days after receipt of Pileum Corporation invoice. Unless otherwise instructed by City in writing, Pileum Corporation shall send all invoices electronically to the email address specified below:

Lillie White, lilliew@jacksonms.gov; and

Muriel Reid, mreid@jacksonms.gov.

Indemnification:

The Client (including our directors, officers, agents, and employees) are not responsible for any claims, damages, losses, and expenses (including but not limited to fees of attorneys) that may arise from any actor failure to act by Pileum



Block of Time - 60 Hours

Item	Description	Price	Qty	Est. Price
BOT	Block of Time	\$145.00	60	\$8,700.00
Subtotal:				\$8,700.00



Corporation (including your directors, officers, agents, and employees) or by any of your subcontractors (including its directors, officers, agents, and employees) for whose acts liability may arise in connection with performing the work described by this Agreement. The obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement to cover any claim alleged to have arisen during the term of this Agreement.

Pileum Corporation agrees to indemnify, defend, and hold harmless the Client and their successors, affiliates and subsidiaries, subcontractors and their respective employees, officers, directors, agents, and assignees against and from any and all claims, liabilities, damages, judgments, penalties, losses and costs, including reasonable attorneys' fees and costs (including in-house counsel), arising out of, or relating to, or in connection with any material breach by Pileum Corporation of any obligation under this Agreement. The obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement.

Pileum Corporation hereby agree to indemnify, defend, and hold the Client its successors, affiliates, subcontractors and subsidiaries, and their respective employees, officers, directors, agents, and assignees against and from any and all claims, liabilities, damages, judgments, penalties, losses, and costs, including reasonable attorneys' fees and costs (including in-house counsel), arising out of, or relating to, or in connection with any property damage or personal injury to the extent caused by Pileum Corporation's negligence or willful misconduct; (b) violation of a law applicable to Pileum Corporation's performance under this Agreement; or (c) any third party claim(s) that software or documentation infringes a third party's patent, copyright, or trademark, or misappropriates its trade secrets, or death resulting or allegedly resulting from the use of Pileum Corporation products or services or performing work related to this Agreement. The Client agrees to give Pileum Corporation notice of any claim or litigation to which the indemnification set forth in this Section applies. The obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement.

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.



City of Jackson - Block of Time - 60 Hour BOT - 2024-3-13

Prepared by:
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Prepared for:
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Quote Information:
Quote #: 062634
Version: 1
Delivery Date: 03/13/2024
Expiration Date: 04/12/2024

Quote Summary

Description	Amount
Block of Time - 60 Hours	\$8,700.00
Total:	\$8,700.00

Payment Options

Description	Periods	Payments	Amount
Term Options			
Standard Terms and Conditions		1	\$8,700.00

Summary of Selected Payment Options

Description	Amount
Term Options: Standard Terms and Conditions	
Total of One-Time Payments	\$8,700.00

Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services procured hereunder. We reserve the right to cancel orders arising from pricing or other errors.

Term: This Agreement shall commence on the date of the last signature identified below and shall remain in effect until the completion of the Services, unless otherwise terminated as provided herein. Any unused hours on Block of Time will expire 3 years from contract execution.
Expenses: If resource is required to stay overnight, a per diem will be charged equal to the current GSA rates. Expenses will be billed at cost, and Travel Time will be billed at one-half of the resource's billable rate. Mileage reimbursement rate = IRS standard reimbursement rate. Except as expressly modified hereby, all terms and provisions of the Master Agreement shall remain in full force and effect. Customer does hereby certify that as of date hereof (i) Customer is not in default under the Agreement and (ii) the representations and warranties made by Customer pursuant to the Master Agreement are true and correct on the date hereof.

Signature _____

Date _____

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

Note: Vice President Lee joined the meeting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND INTERACTIVE DATA, LLS (Intelligence Software) FOR A SUBSCRIPTION TERM OF THIRTY-SIX (36) MONTHS.

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

WHEREAS Interactive Data, LLC provides software for law enforcement intelligence led policing. Further, performant identity intelligence platform providing insights into suspects and their interrelationships for investigative purposes; and

WHEREAS Interactive Data, LLC will provide this software to the Jackson Police Department for a subscription term of twelve (36) months for a sum of \$14,940.00; and

WHEREAS, the Jackson Police Department has sufficient funding to pay the said subscription term through a grant specifically written to fund intelligence software solutions beginning June 1, 2024 – May 31, 2027; and

WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not “required”, but “recommended” to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided, however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority; and

WHEREAS, the City of Jackson Police Department has budgeted for the cost of these services through their grant funds.

IT IS HEREBY ORDERED that the City of Jackson is authorized to enter into an agreement and pay IDICORE \$14,940.00 for a subscription term of thirty-six months.

Council Member Hartley moved adoption; President Banks seconded.

President Banks recognized Eric Foxx of Jackson Police Department, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND WHOOSTER (Computer Software) FOR A SUBSCRIPTION TERM OF THIRTY-SIX (36) MONTHS.

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

WHEREAS Whooster provides software for law enforcement intelligence led policing. Further, performant identity intelligence platform providing insights into people, businesses, assets, and their interrelationships for investigative purposes; and

WHEREAS Whooster will provide this software to the Jackson Police Department for a subscription term of thirty-six (36) months for a sum of \$18,950.00; and

WHEREAS, the Jackson Police Department has sufficient funding to pay the said subscription term through a grant specifically written to fund intelligence software solutions; and

WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not “required”, but “recommended” to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided, however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority; and

WHEREAS, the City of Jackson Police Department has budgeted for the cost of these services through their grant funds.

IT IS HEREBY ORDERED that the City of Jackson is authorized to enter into an agreement and pay Whooster \$18,950.00 for a subscription term of thirty-six months.

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

President Banks recognized **Eric Foxx of Jackson Police Department**, who provided a brief overview of said item.

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

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

DISCUSSION: REDISTRICTING: President Banks and Council Members discussed the redistricting lines for all seven (7) wards with 2 preliminary options to be discussed at the June 3, 2024 Special Council Meeting to be held at CMPDD at 10:00 a.m.

SPECIAL MEETING OF THE CITY COUNCIL

TUESDAY, MAY 28, 2024 10:00 A.M.

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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 June 3, 2024. At 12:29 p.m., the Council stood adjourned.

PREPARED BY:

Shanika Mosley-Brandon
CLERK OF COUNCIL

APPROVED:

A. B. L., 10/18/2024
COUNCIL PRESIDENT DATE

Ch. Hoff
MAYOR

ATTEST:

Angela Harris
CITY CLERK
