



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

May 7, 2024

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **REVEREND RONALD BINGHAM OF PIONEER MINISTRIES, WARD 5.**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
3. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON NOVEMBER 28, 2023 FOR THE FOLLOWING CASES:**

23-2155	22-2543	22-1856	22-927	21-957	23-826	21-1935
22-118	22-2182	22-1855	22-832	21-790	21-1723	23-2295
22-2560	22-2180	22-1629	22-311	21-776	22-824	23-1795
22-2558	22-2169	22-1474	22-309	23-1260	23-2615	23-1231
4. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON DECEMBER 19, 2023 FOR**

THE FOLLOWING CASES:

23-2484 23-510 22-858 23-1299 22-1202 23-1636 22-110 22-777
22-444 23-1671 23-770 22-203 22-1473 23-2318 22-112
23-1777 23-1597 23-823 23-1395 23-2379 22-2077 22-109
23-1995 21-1797 22-2377 21-580 23-1030 23-849 21-357
23-545 22-675 23-683 22-2231 23-1579 22-575

5. **RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCEL CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON JANUARY 3, 2023 IN CASE NUMBER CE-21-770. (KEETON, LUMUMBA)**
6. **RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCEL CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON SEPTEMBER 27, 2022 IN CASE NUMBER CE-21-1995. (KEETON, LUMUMBA)**
7. **RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCEL CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON SEPTEMBER 13, 2022 IN CASE NUMBER CE-21-818. (KEETON, LUMUMBA)**
8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-2029 LOCATED AT 2823 OXFORD AVENUE PARCEL #51-84- \$3,900.00 (KEETON, LUMUMBA)**
9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1994 LOCATED AT 205 DUNCAN AVENUE PARCEL #57-43- \$3,000.00 (KEETON, LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON CITY-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND**

WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1643 LOCATED AT 123 HOUSTON STREET – PARCEL #121-21 – \$8,700.00 (WARD 7) (KEETON, LUMUMBA)

11. **APPROVAL OF THE MARCH 28, 2024 SPECIAL/CITIZEN'S AGENDA COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**
12. **APPROVAL OF THE APRIL 9, 2024 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**
13. **APPROVAL OF THE APRIL 15, 2024 REGULAR COUNCIL ZONING MEETING MINUTES. (S.JORDAN, BANKS)**

INTRODUCTION OF ORDINANCES

REGULAR AGENDA

14. **CLAIMS (MALEMBEKA, LUMUMBA)**
15. **PAYROLL (MALEMBEKA, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO REAPPOINT BRIAN WASHINGTON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD. (LUMUMBA)**
17. **ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO APPLY FOR THE FY 2022 PROJECT SAFE NEIGHBORHOOD THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PUBLIC SAFETY PLANNING. ALSO, AUTHORIZING THE SUBMISSION AND ACCEPTANCE OF THE FY 2022 DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PUBLIC SAFETY PLANNING FOR \$160,000.00. (WADE, LUMUMBA)**
18. **ORDER APPROVING PAYMENT OF THE SUM OF \$3,584.96 TO JENKINS AUTOMOTIVE FOR GOODS AND SERVICES OBTAINED BY THE MUNICIPAL GARAGE FOR THE BENEFIT OF A 2023 DODGE DURANGO VEHICLE USED BY THE JACKSON POLICE DEPARTMENT. (WADE, LUMUMBA)**
19. **ORDER RATIFYING THE EMERGENCY PROCUREMENT OF DEAD CARCASS REMOVAL SERVICES FROM WASTE PRO; AUTHORIZING PAYMENT FOR SERVICES RENDERED TO A.R.M. SOLUTIONS INC., WASTE PRO'S COLLECTING AGENT IN THE AMOUNT OF \$1,153.05. (WADE, LUMUMBA)**
20. **ORDER RATIFYING THE ACCEPTANCE OF ACCIDENT RECONSTRUCTION TRAINING FROM THE DEPARTMENT OF PUBLIC SAFETY FOR THE CITY OF JACKSON'S POLICE DEPARTMENT AND AUTHORIZING PAYMENT FOR SAID SERVICES. (WADE, LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY'S OFFICE OF HIGHWAY SAFETY FOR A GRANT IN THE AMOUNT OF \$233,884.00 AND ACCEPT AWARDED FUNDS FOR OCCUPANT PROTECTION, DUI, AND DISPATCHER SERVICES. (WADE, LUMUMBA)**

22. **ORDER AUTHORIZING ASSISTANT CHIEF VINCENT GRIZZELL TO ATTEND THE (IACP) INTERNATIONAL CHIEF OF POLICE CONFERENCE IN BOSTON, MASSACHUSETTS FOR TRAINING AND RECERTIFICATION. (WADE, LUMUMBA)**
23. **ORDER RATIFYING THE PROCUREMENT OF FIBER REPAIR FROM METRO COMMUNICATIONS & UTILITY CONTRACTORS AND AUTHORIZING PAYMENT TO SAID VENDOR IN THE AMOUNT OF \$14,704.00 FOR SERVICES PERFORMED AND COMPLETED ON MARCH 25, 2024. (REID, LUMUMBA)**
24. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PROUDCITY FOR WEBSITE AND HOSTING ANNUAL MAINTENANCE SERVICES. (REID, LUMUMBA)**
25. **ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO VARIOUS ORGANIZATIONS TO SUPPORT THE DEVELOPMENT OF THE ARTS OR SOCIAL AND COMMUNITY SERVICE PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE ENTITIES RECEIVING MATCHING FUNDS. (SCOTT, LUMUMBA)**
26. **ORDER REQUESTING APPROVAL OF PROFESSIONAL ENTERTAINMENT SERVICES AND PAYMENT TO VINCENT WILLIAMS FOR THE HEALTHY MIND HEALTHY BODY 2024 WELLNESS FAIR EVENT BEING HELD ON SATURDAY, MAY 18, 2024, AT GROVE PARK COMMUNITY CENTER. (MUHAMMAD, LUMUMBA)**
27. **ORDER REQUESTING RATIFICATION OF PAST PROFESSIONAL SERVICES AND APPROVING FUTURE PROFESSIONAL SERVICES AND PAYMENTS TO RADIATION DETECTION COMPANY FOR RADIATION DOSIMETER BADGE MEASUREMENT SERVICES FOR VETERINARY STAFF AT THE JACKSON ZOO. (MUHAMMAD, LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN OPERATING AGREEMENT WITH THE NATIONAL COUNCIL FOR THE TRADITIONAL ARTS (“NCTA”) TO PRODUCE THE NATIONAL FOLK FESTIVAL (“FESTIVAL”) IN JACKSON, MISSISSIPPI IN THE YEARS 2025, 2026, AND 2027. (KEETON, LUMUMBA)**
29. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION’S FEDERAL TRANSIT ADMINISTRATION, TO APPLY FOR THE FY2024 COMPETITIVE FUNDING OPPORTUNITY ENTITLED LOW OR NO EMISSION VEHICLE AND BUS & BUS FACILITIES GRANT PROGRAM IN THE AMOUNT OF \$20,526,398.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS. (KEETON, LUMUMBA)**
30. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR RS ELECTRIC SERVICES FOR THE REPAIR OF POLE LIGHTS AT**

UNION STATION (JTRAN PARKING LOT BUS BAYS). (KEETON, LUMUMBA)

31. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO THE AGREEMENT WITH TAYLOR POWER SYSTEMS TO PROVIDE ROUTINE GENERATOR MAINTENANCE AT THE JTRAN ADMINISTRATIVE/MAINTENANCE FACILITY, 1785 HIGHWAY 80 WEST, JACKSON, MISSISSIPPI. (KEETON, LUMUMBA)**
32. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR GCW PAVEMENT SERVICES, LLC FOR THE INSTALLATION OF BENCHES IN THE NEW BUS SHELTERS THROUGHOUT THE PUBLIC TRANSPORTATION SYSTEM (JTRAN) FOR FISCAL YEAR 2024. (KEETON, LUMUMBA)**
33. **ORDER REVISING THE BUDGET FOR FISCAL YEAR 2023-2024 FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S TRANSIT SERVICES DIVISION. (KEETON, LUMUMBA)**
34. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB C450i DIGITAL COLOR COPIER TO BE USED BY THE ZONING DIVISION, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT. (KEETON, LUMUMBA)**
35. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ANGELA CARSON D/B/A CARSON CONSULTING SERVICES, LLC TO SERVE AS PROJECT MANAGER FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD). (KEETON, LUMUMBA)**
36. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND RELATED DOCUMENTS WITH BLUDOT TO PROVIDE LOCAL SHOPPING INCENTIVE SERVICES IN THE CITY OF JACKSON, MISSISSIPPI, FOR A PERIOD OF ONE YEAR AND AUTHORIZING PAYMENT IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000) TO BLUDOT. (KEETON, LUMUMBA)**
37. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH BLUDOT TO IMPLEMENT AN ONLINE BUSINESS DIRECTORY FOR A PERIOD OF ONE YEAR AND AUTHORIZING PAYMENT IN THE AMOUNT OF TWO THOUSAND NINE HUNDRED AND FORTY DOLLARS ZERO CENTS (\$2,940.00) TO BLUEDOT. (KEETON, LUMUMBA)**
38. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR UNITED STATES POSTAL SERVICES FOR A PRIVILEGE LICENSE P. O. BOX. (KEETON, LUMUMBA)**
39. **ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT**

40. **TO JEFCOAT FENCE COMPANY, INC. (KEETON, LUMUMBA)
ORDER RATIFYING PURCHASES AND PROCUREMENT OF
SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT
TO GEORGE'S DOOR SERVICE, INC. (KEETON, LUMUMBA)**
41. **ORDER RATIFYING PROCUREMENT OF SERVICES FROM
CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID
VENDORS AND AUTHORIZING PAYMENT TO THE MISSISSIPPI
STATE DEPARTMENT OF HEALTH, BOILER AND PRESSURE
VESSEL SAFETY BRANCH FOR INSPECTION FEES. (WRIGHT,
LUMUMBA)**
42. **ORDER RATIFYING PROCUREMENT OF RENTAL EQUIPMENT
FROM H & E EQUIPMENT SERVICES AND AUTHORIZING
PAYMENTS TO H & E EQUIPMENT SERVICES, INC. FOR THE
DEPARTMENT OF PUBLIC WORKS. (WRIGHT, LUMUMBA)**
43. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE
ORDER #1 TO THE CONTRACT OF FOUNTAIN CONSTRUCTION
CO., INC. FOR THE PLANETARIUM RENOVATION PROJECT.
(WRIGHT, LUMUMBA)**
44. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL
SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON,
FORMER CHIEF JAMES DAVIS AND THE JACKSON POLICE
DEPARTMENT IN THE MATTER OF "MELVIN WILLIAMS, ET AL. V.
CITY OF JACKSON, MISSISSIPPI, ET AL." IN THE UNITED STATES
DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:20-CV-
785-DPJ-FKB. (D.MARTIN, LUMUMBA)**
45. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 36-MONTH
RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS,
INC. TO BE USED BY THE OFFICE OF THE CITY PROSECUTOR.
(D.MARTIN, LUMUMBA)**
46. **ORDER AUTHORIZING THE MAYOR TO EXTEND AND EXECUTE
AN AGREEMENT WITH CARROLL, WARREN & PARKER, PLLC TO
REPRESENT THE CITY IN ANNEXATION MATTERS. (D.MARTIN,
LUMUMBA)**
47. **ORDER AUTHORIZING THE COMPROMISE AND SETTLEMENT OF
A CLAIM FOR WORKERS COMPENSATION INDEMNITY BENEFITS
AND MEDICALS IN MWCC # 1804257-P-7262-E 24. (D.MARTIN,
LUMUMBA)**
48. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
WITH TATUM & WADE, PLLC TO REPRESENT THE CITY IN ANY
AND ALL LITIGATION WITH HYUNDAI MOTOR AMERICA, INC.
AND KIA AMERICA, INC. AND ANY OF OFFICERS, AGENTS,
AFFILIATES OR EMPLOYEES AND THEIR SUBCONTRACTORS AND
ANY RELATED ENTITIES, AND ANY OTHER POTENTIALLY
RESPONSIBLE OR LIABLE PERSON OR ENTITY RELATING TO OR
ARISING OUT OF STOLEN AND/OR BURGLARIZED HYUNDAI OR
KIA VEHICLES IN THE CITY OF JACKSON AND AUTHORIZING THE
PAYMENT OF FEES ASSOCIATED WITH SAID MATTER. (D.MARTIN,**

LUMUMBA)

49. ORDER AUTHORIZING THE PRESIDENT OF THE JACKSON CITY COUNCIL TO SIGN AN ENGAGEMENT LETTER WITH BROWN, EWING AND COMPANY CERTIFIED PUBLIC ACCOUNTANTS TO PERFORM THE MUNICIPAL AUDIT FOR THE CITY OF JACKSON FOR THE FISCAL YEAR WHICH ENDED SEPTEMBER 30, 2023. (D.MARTIN, LUMUMBA)
50. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI APPROVING AN EMPLOYMENT AGREEMENT FOR THE JACKSON POLICE CHIEF, ASSISTANT CHIEF OF POLICE AND JACKSON FIRE CHIEF. (STOKES)
51. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT TO DEVELOP A REDISTRICTING PLAN FOR THE CITY OF JACKSON MISSISSIPPI PURSUANT TO SECTION 21-8-7(c)(i) OF THE MISSISSIPPI CODE. (JACKSON CITY COUNCIL)

DISCUSSION

52. DISCUSSION: JACKSON HINDS LIBRARY UPDATE ON STRATEGIC PLAN AND COMMUNITY SURVEY (LINDSAY)
53. DISCUSSION: MEDGAR EVERS LIBRARY (STOKES)
54. DISCUSSION: MCWILLIE DRIVE (STOKES)
55. DISCUSSION: LITIGATION DISCUSSION (D.MARTIN, LUMUMBA)

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

56. MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

Consent

Agenda

3

OFFICE OF THE CITY CLERK
3/27/24
He

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON NOVEMBER 28, 2023 FOR THE FOLLOWING CASES:

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22-2560	22-2180	22-1629	22-311	21-776	22-824	23-1795
22-2558	22-2169	22-1474	22-309	23-1260	23-2615	23-1231

WHEREAS, Section 21-19-11 of the Mississippi Code, as amended, provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community; and

WHEREAS, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

WHEREAS, hearings were held on November 28, 2023; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

- 1) **Case #23-2155: Parcel #873-162** located at 138 Baybury Ln.: After hearing testimony from John R. Hogan, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, John R. Hogan shall be afforded thirty (30) days until December 28, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 2) **Case #22-118: Parcel #721-386** located at 112 Rock Glen Pl.: After hearing testimony from Robert L. Lindsey Jr., hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Robert L. Lindsey Jr. shall be afforded thirty (30) days until December 28, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.

- 3) **Case #22-2560: Parcel #634-207** located at 1882 Shady Lane Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Remove trash and debris.

- 4) **Case #22-2558: Parcel #635-513** located at 1770 Shady Lane Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 5) **Case #22-2543: Parcel #211-161** located at 719 Winn St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 6) **Case #22-2182: Parcel #211-297** located at 1070 Dorgan St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 7) **Case #22-2180: Parcel #211-128** located at 756 Dorgan St.: After hearing testimony from Chanta M. Genes, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Chanta M. Genes shall be afforded thirty (30) days until December 28, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

- 8) **Case #22-2169: Parcel #211-327** located at 921 Dorgan St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as

a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 9) **Case #22-1856: Parcel #211-27** located at 819 Dorgan St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 10) **Case #22-1855: Parcel #211-131** located at 818 Dorgan St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 11) **Case #22-1629: Parcel #211-39** located at 750 Winn St.: After hearing testimony from Fabian Nelson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Fabian Nelson shall be afforded ninety (90) days until February 26, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 12) **Case #22-1474: Parcel #210-104** located at 2562 Belvedere Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 13) **Case #22-927: Parcel #211-213** located at 945 Myrtlewood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

- 14) **Case #22-832: Parcel #633-366** located at 1335 Dorgan St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 15) **Case #22-311: Parcel #211-42** located at 801 Winn St.: After hearing testimony from Rebecca Broome, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Rebecca Broome shall be afforded ninety (90) days until February 26, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings.

- 16) **Case #22-309: Parcel #211-159** located at 716 Winn St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.

- 17) **Case #21-957: Parcel #211-71** located at 855 Reaves St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings.

18) **Case #21-790: Parcel #212-24** located at 1922 Belvedere Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

19) **Case #21-776: Parcel #211-2** located at 2520 Gunda St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

20) **Case #23-1260: Parcel #429-332** located at 4112 Del Rosa Dr.: After hearing testimony from Mack Sudduth, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Mack Sudduth shall be afforded thirty (30) days until December 28, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

21) **Case #23-826: Parcel #637-150** located at 5115 Clinton Blvd.: After hearing testimony from Paul M. White, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Paul M. White shall be afforded sixty (60) days until January 27, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

22) **Case #21-1723: Parcel #103-7** located at 2736 Bailey Ave.: After hearing testimony from Alaeddin Aldini, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Alaeddin Aldini shall be afforded thirty (30) days until December 28, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 23) **Case #22-824: Parcel #815-25** located at 0 Ladd St.: After hearing testimony from Alice M. Harris, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Alice M. Harris shall be afforded fourteen (14) days until December 12, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 24) **Case #23-2615: Parcel #825-110** located at 1736 Reddix St.: After hearing testimony from Daphne J. Nash, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Daphne J. Nash shall be afforded thirty (30) days until December 28, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 25) **Case #21-1935: Parcel #209-27** located at 133 Pine Lawn Pl.: After hearing testimony from Antonio Banks, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Antonio Banks shall be afforded sixty (60) days until January 27, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 26) **Case #23-2295: Parcel #824-557** located at 3895 Metro Dr.: After hearing testimony from Khalid Mohammed, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Khalid Mohammed shall be afforded twenty-one (21) days until December 19, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings.

- 27) **Case #23-1795: Parcel #128-178** located at 850 Brandon Ave.: After hearing testimony from Carroll G. Fulgham, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Carroll G. Fulgham shall be afforded forty-five (45) days until January 12, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Remove trash and debris.

- 28) **Case #23-1231: Parcel #53-41-1** located at 308 Downing St.: After hearing testimony from Stephen S. Phillips, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Stephen S. Phillips shall be afforded thirty (30) days until December 28, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash and debris.

IT IS HEREBY ORDERED that the above parcels be adjudicated a menace to public health, safety, and welfare as recommended by the hearing officer.

IT IS HEREBY ORDERED that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

IT IS HEREBY ORDERED that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

IT IS HEREBY ORDERED that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

ITEM# _____

AGENDA _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/13/23
DATE

	P O I N T S	C O M M E N T S																																																		
1.	Brief Description/Purpose	This is Community Improvement regular agenda item for the City Council authority to clean private property.																																																		
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																																		
3.	Who will be affected	All City of Jackson residents																																																		
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																																		
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																																		
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE																																																		
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																																		
8.	COST	To be determined pending execution of contracts.																																																		
9.	Source of Funding ▪ General Fund ▪ Grant ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING																																																		
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 10%;">_____</td> <td style="width: 5%;">%</td> <td style="width: 15%;">WAIVER</td> <td style="width: 5%;">yes</td> <td style="width: 5%;">_____</td> <td style="width: 5%;">no</td> <td style="width: 5%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 5%;">_____</td> </tr> <tr> <td>AABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____	%	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____	%	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____	%	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____	%	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____	%	WAIVER	yes	_____	no	_____	N/A	_____
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NABE	_____	%	WAIVER	yes	_____	no	_____	N/A	_____																																											

MEMORANDUM

TO: Mayor Choke A. Lumumba

Via: Jhai Keeton, Interim Director
Department of Planning and Development

From: Community Improvement
Planning and Development

DATE: April 16, 2024

Re: Agenda Item

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

Thank you for your consideration.



Office of the City Attorney

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

del 3/27/24

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON NOVEMBER 28, 2023 FOR THE FOLLOWING CASES: 23-2155, 22-118, 22-2560, 22-2558, 22-2543, 22-2182, 22-2180, 22-2169, 22-1856, 22-1855, 22-1629, 22-1474, 22-927, 22-832, 22-311, 22-309, 21-957, 21-790, 21-776, 23-1260, 23-826, 21-1723, 22-824, 23-2615, 21-1935, 23-2295, 23-1795, 23-1231 is legally sufficient for placement in NOVUS Agenda.

	<u>4/16/24</u>
Drew Martin, City Attorney	Date
Kristie Metcalfe, Deputy City Attorney	

4

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON DECEMBER 19, 2023 FOR THE FOLLOWING CASES

23-2484	23-510	22-858	23-1299	22-1202	23-1636	22-110	22-777
22-444	23-1671	23-770	22-203	22-1473	23-2318	22-112	
23-1777	23-1597	23-823	23-1395	23-2379	22-2077	22-109	
23-1995	21-1797	22-2377	21-580	23-1030	23-849	21-357	
23-545	22-675	23-683	22-2231	23-1579	22-575		

WHEREAS, Section 21-19-11 of the Mississippi Code, as amended, provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located within a municipality is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community; and

WHEREAS, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

WHEREAS, hearings were held on December 19, 2023; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

- 1) **Case #23-2484: Parcel #214-6** located at 110 Alta Woods Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 2) **Case #22-444: Parcel #633-58** located at 1109 McDowell Cir: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 3) **Case #23-1777: Parcel #95-13** located at 210 Maple St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 4) **Case #23-1995: Parcel #414-217** located at 1915 Queens Road Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 5) **Case #23-545: Parcel #208-6-4** located at 951 312 Cummins St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 6) **Case #23-510: Parcel #842-353** located at 1657 Morson Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 7) **Case #23-1671: Parcel #74-67-2** located at 921 Bloom St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 8) **Case #23-1597: Parcel #74-15** located at 923 Bloom St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 9) **Case #21-1797: Parcel #54-236** located at 4017 Pine Hill Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash and debris.

- 10) **Case #22-675: Parcel #737-435** located at 5805 Pepper Ridge Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 1

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 11) **Case #22-858: Parcel #425-438** located at 3621 Lampton Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 12) **Case #23-770: Parcel #642-113** located at 5508 Queen Elizabeth Ln.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris

- 13) **Case #23-823: Parcel #805-10** located at 6543 George Washington Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 14) **Case #22-2377: Parcel #427-25** located at 0 Northside Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 15) **Case #23-683: Parcel #804-671** located at 6741 Harry S Truman Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 16) **Case #23-1299: Parcel #804-703** located at 6762 Harry S Truman Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 17) **Case #22-203: Parcel #805-177** located at 6560 George Washington Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 18) **Case #23-1395: Parcel #810-30** located at 608 Queen Julianna Ln.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2.

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 19) **Case #21-580: Parcel #642-164** located at 5354 Queen Mary Ln.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 20) **Case #22-2316: Parcel #813-58** located at 324 Sylvan Trail: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 21) **Case #22-2231: Parcel #117-8** located at 143 Lynn Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free

of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 22) **Case #22-1202: Parcel #308-228** located at 4287 Richmond Cir.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Remove trash and debris. Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 23) **Case #22-1473: Parcel #9-135** located at 1704 Linden Pl: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings. Remove trash and debris.

- 24) **Case #23-2379: Parcel #303-47** located at 1052 Terrace Ave.: After hearing testimony from James Goza, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, James Goza shall be afforded twenty-one (21) days until January 9, 2024 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Remove trash and debris. . Cut grass, weeds, shrubbery, fence line, bushes, and saplings.

- 25) **Case #23-1030: Parcel #126-16-6** located at 303 S Denver St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings. Remove trash and debris.

- 26) **Case #23-1579: Parcel #306-156** located at 202 Nimitz St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free

of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 27) **Case #23-1636: Parcel #116-29** located at 231 Texas Ave: After hearing testimony from Cleo Gipson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Cleo Gipson shall be afforded thirty (30) days until January 18, 2024 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.

- 28) **Case #23-2318: Parcel #822-440** located at 1020 WESTHAVEN BLVD.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 29) **Case #22-2077: Parcel #131-77** located at 1529 First Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 30) **Case #23-849: Parcel #114-153** located at 349 N Prentiss St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 31) **Case #22-575: Parcel #126-6-1** located at 237 S Prentiss St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 32) **Case #22-110: Parcel # 209-26** located at 123 Pine Lawn Pl.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 33) **Case #22-112: Parcel #209-59** located at 124 Pine Lawn Pl.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 34) **Case #22-109: Parcel #209-45** located at 212 Pine Lawn: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

- 35) **Case #21-357: Parcel #104-172-1** located at 532 Derrick St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 36) **Case #22-277: Parcel #160-28** located at 1122 Valley St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace

to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: : Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

IT IS HEREBY ORDERED that the above parcels be adjudicated a menace to public health, safety, and welfare as recommended by the hearing officer.

IT IS HEREBY ORDERED that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

IT IS HEREBY ORDERED that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

IT IS HEREBY ORDERED that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

ITEM# _____

AGENDA _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/19/23
DATE

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

MEMORANDUM

TO: Mayor Choke A. Lumumba

Via: Chloe Dotson
Director, Planning and Development

From: Community Improvement
Planning and Development

DATE: December 19, 2023

Re: Agenda Item

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

Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
[Handwritten signature]

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON DECEMBER 19, 2023 FOR THE FOLLOWING CASES: 22-2484, 22-444, 23-1777, 23-1995, 23-545, 23-510, 23-1671, 23-1597, 21-1797, 22-675, 22-858, 23-770, 23-823, 22-2377, 23-683, 23-1299, 22-203, 23-1395, 21-580, 22-2231, 22-1202, 22-1473, 23-2379, 23-1030, 23-1579, 23-1636, 23-2318, 22-2077, 23-849, 22-575, 22-110, 22-112, 22-109, 21-357, 22-777 is legally sufficient for placement in NOVUS Agenda.

[Handwritten signature]

Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Kristi Metcalfe, Deputy City Attorney

[Handwritten signature]

[Handwritten signature]

[Handwritten date]

Date

5

OFFICE OF THE CHANCERY CLERK
 HINDS COUNTY, MISSISSIPPI
 3/28/24

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCEL CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON JANUARY 3, 2023 IN CASE NUMBER CE-21-770

WHEREAS, an administrative hearing was held on November 8, 2022, pursuant to Section 21-19-11 of the Mississippi Code Annotated to determine whether certain parcels located in the City of Jackson constituted a menace to public health, safety, and welfare; and

WHEREAS, on January 3, 2023, the governing authorities passed a resolution approving recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety, and welfare; and

WHEREAS, property owners and interested parties were afforded the opportunity to be heard and did not appeal the governing authorities' adjudication; and

WHEREAS, contract labor was utilized to clean the parcels and address conditions deemed to be a menace to public health, safety, and welfare when the owners failed to do so; and

WHEREAS, costs were incurred as a result of the employment of the contract labor; and

WHEREAS, penalties have been recommended and should be imposed against those parcel owners who failed to remedy and address violations.

NOW, BE IT THEREFORE RESOLVED that the following costs and penalties are assessed in the following case:

COMMUNITY IMPROVEMENT

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR CLAIMS AUTHORIZED ON JANUARY 16, 2024

Case No.	Property Owner	Address	Parcel ID	Cost	Penalty	Total	Description	
CE-21-770	MIRIAM FORBES 246 WHITFIELD ST JACKSON MS 39202	324 MANSHIP ST / 95202/WARD 7	62-42	\$2,800.00	\$280.00	\$750.00	\$3,830.00	DEMOLISH AND REMOVE STRUCTURE, FOUNDATION, TRASH, DEBRIS, STEPS, DRIVEWAY, TIRES, AND ANY OTHER ITEMS, TO ENSURE PROPERTY IS CLEAR AND FREE OF ANY AND ALL HEALTH HAZARDS, CUT GRASS AND WEEDS.

IT IS FURTHER RESOLVED that pursuant to Mississippi Code Section 21-19-11 that the costs and penalties assessed in this Resolution shall become a lien against the parcel stated and shall be included with municipal ad valorem taxes and the payment shall be enforced in the same manner as municipal ad valorem taxes; and all statutes related to the collection of other taxes in the City of Jackson shall apply to the enforcement and collection of the costs and penalties levied by this Resolution.

IT IS FURTHER RESOLVED that the lien stated may be enrolled in the office of the Chancery Clerk of Hinds County as other judgments are enrolled consistent with the provisions of Mississippi Code Section 21-19-11(4)(a).

Consent Agenda Item # **5**
 May 7, 2024

IT IS FURTHER RESOLVED that the tax collector shall sell the parcels to satisfy the lien in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Mississippi Code Section 21-19-11(4)(a).

IT IS FINALLY RESOLVED that the Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **3/26/2024**
DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties.			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A			
3.	Who will be affected	All City of Jackson residents			
4.	Benefits	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.			
5.	Schedule (beginning date)	Following scheduled City Council date			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	COST	\$0			
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	



Memo

To: Chokwe Lumumba, Mayor

**From: Jhai Keeton, Interim Director
Department of Planning and Development**

Date: 3/26/2024

Re: Agenda Item

The attached agenda item is a Resolution adjudicating actual costs and penalties to be assessed against a parcel cleaned pursuant to section 21-19-11 of the Mississippi Code and further declaring the assessment as a lien against the parcel to be enrolled in the office of the Hinds County Chancery Clerk. Therefore, we request that you declare that the cost and penalty shall be collected as an assessment against the attached parcel.

Your consideration in this matter is appreciated.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
3/26/24

OFFICE OF THE CITY ATTORNEY

This RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCEL CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON JANUARY 3, 2023 IN CASE NUMBER CE-21-770 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



4/29/24

Date

6

Handwritten initials and date: *ML 2/28/24*

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCEL CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON SEPTEMBER 27, 2022 IN CASE NUMBER CE-21-1995

WHEREAS, an administrative hearing was held on August 30, 2022, pursuant to Section 21-19-11 of the Mississippi Code Annotated to determine whether certain parcels located in the City of Jackson constituted a menace to public health, safety, and welfare; and

WHEREAS, on September 27, 2022, the governing authorities passed a resolution approving recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety, and welfare; and

WHEREAS, property owners and interested parties were afforded the opportunity to be heard and did not appeal the governing authorities' adjudication; and

WHEREAS, contract labor was utilized to clean the parcels and address conditions deemed to be a menace to public health, safety, and welfare when the owners failed to do so; and

WHEREAS, costs were incurred as a result of the employment of the contract labor; and

WHEREAS, penalties have been recommended and should be imposed against those parcel owners who failed to remedy and address violations.

NOW, BE IT THEREFORE RESOLVED that the following costs and penalties are assessed in the following case:

COMMUNITY IMPROVEMENT

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR CLAIMS AUTHORIZED ON JANUARY 14, 2024							
Case No.	Personnel Owner	Address/Zip/Ward	Parcel #	Ad Valorem	Penalty	Penalty	Penalty
CE-21-1995	RAINER RICHARD 203 DUNCAN AVE JACKSON MS 39202	203 DUNCAN AVE/ 39202/WARD 7	57-44	\$1,500.00	\$150.00	\$500.00	\$2,150.00
							DEMOLISH AND REMOVE STRUCTURE, FOUNDATION, TRASH, DEBRIS, STEPS, DRIVEWAY, TIRES, AND ANY OTHER ITEMS, TO ENSURE PROPERTY IS CLEAR AND FREE OF ANY AND ALL HEALTH HAZARDS, CUT GRASS AND WEEDS.

IT IS FURTHER RESOLVED that pursuant to Mississippi Code Section 21-19-11 that the costs and penalties assessed in this Resolution shall become a lien against the parcel stated and shall be included with municipal ad valorem taxes and the payment shall be enforced in the same manner as municipal ad valorem taxes; and all statutes related to the collection of other taxes in the City of Jackson shall apply to the enforcement and collection of the costs and penalties levied by this Resolution.

IT IS FURTHER RESOLVED that the lien stated may be enrolled in the office of the Chancery Clerk of Hinds County as other judgments are enrolled consistent with the provisions of Mississippi Code Section 21-19-11(4)(a).

Consent Agenda Item # **6**
May 7, 2024

IT IS FURTHER RESOLVED that the tax collector shall sell the parcels to satisfy the lien in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Mississippi Code Section 21-19-11(4)(a).

IT IS FINALLY RESOLVED that the Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/25/2024
 DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.
5.	Schedule (beginning date)	Following scheduled City Council date
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Citywide
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$0
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	N/A
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____



Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Interim Director
Department of Planning and Development

Date: 3/26/2024

Re: Agenda Item

The attached agenda item is a Resolution adjudicating actual costs and penalties to be assessed against a parcel cleaned pursuant to section 21-19-11 of the Mississippi Code and further declaring the assessment as a lien against the parcel to be enrolled in the office of the Hinds County Chancery Clerk. Therefore, we request that you declare that the cost and penalty shall be collected as an assessment against the attached parcel.

Your consideration in this matter is appreciated.

Office of the City Attorney

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

DM 3/28/24

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCEL CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBIC HEALTH, SAFETY, AND WELFARE ON SEPTEMBER 27, 2022 IN CASE NUMBER CE-21-1995** is legally sufficient for placement in NOVUS Agenda.

Drew Martin

Drew Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*

[Signature]

4/29/24

Date

7

OFFICE OF THE CHANCERY CLERK
 3/28/24

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCEL CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON SEPTEMBER 13, 2022 IN CASE NUMBER CE-21-818

WHEREAS, an administrative hearing was held on August 09, 2022, pursuant to Section 21-19-11 of the Mississippi Code Annotated to determine whether certain parcels located in the City of Jackson constituted a menace to public health, safety, and welfare; and

WHEREAS, on September 13, 2022, the governing authorities passed a resolution approving recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety, and welfare; and

WHEREAS, property owners and interested parties were afforded the opportunity to be heard and did not appeal the governing authorities' adjudication; and

WHEREAS, contract labor was utilized to clean the parcels and address conditions deemed to be a menace to public health, safety, and welfare when the owners failed to do so; and

WHEREAS, costs were incurred as a result of the employment of the contract labor; and

WHEREAS, penalties have been recommended and should be imposed against those parcel owners who failed to remedy and address violations.

NOW, BE IT THEREFORE RESOLVED that the following costs and penalties are assessed in the following case:

COMMUNITY IMPROVEMENT								
RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR CLAIMS AUTHORIZED ON JANUARY 18, 2024								
Case No.	Assessed Owner	Address	Parcel ID	Assessed Amount	Penalty	County Fee	Total	Description
CE-21-818	GATES KENNETH 3150 TOUGALOO ST JACKSON MS 39213	3150 TOUGALOO ST / 39213/WARD 7	423-28-2	\$1,200.00	\$120.00	\$500.00	\$1,820.00	DEMOLISH AND REMOVE STRUCTURE, FOUNDATION, TRASH, DEBRIS, STEPS, DRIVEWAY, TIRES, AND ANY OTHER ITEMS, TO ENSURE PROPERTY IS CLEAR AND FREE OF ANY AND ALL HEALTH HAZARDS, CUT GRASS AND WEEDS.

IT IS FURTHER RESOLVED that pursuant to Mississippi Code Section 21-19-11 that the costs and penalties assessed in this Resolution shall become a lien against the parcel stated and shall be included with municipal ad valorem taxes and the payment shall be enforced in the same manner as municipal ad valorem taxes; and all statutes related to the collection of other taxes in the City of Jackson shall apply to the enforcement and collection of the costs and penalties levied by this Resolution.

IT IS FURTHER RESOLVED that the lien stated may be enrolled in the office of the Chancery Clerk of Hinds County as other judgments are enrolled consistent with the provisions of Mississippi Code Section 21-19-11(4)(a).

Consent Agenda Item # 7
 May 7, 2024

IT IS FURTHER RESOLVED that the tax collector shall sell the parcels to satisfy the lien in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Mississippi Code Section 21-19-11(4)(a).

IT IS FINALLY RESOLVED that the Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **3/25/2024**
DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties.			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A			
3.	Who will be affected	All City of Jackson residents			
4.	Benefits	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.			
5.	Schedule (beginning date)	Following scheduled City Council date			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	COST	\$0			
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	



Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Interim Director
Department of Planning and Development

Date: 3/26/2024

Re: Agenda Item

The attached agenda item is a Resolution adjudicating actual costs and penalties to be assessed against a parcel cleaned pursuant to section 21-19-11 of the Mississippi Code and further declaring the assessment as a lien against the parcel to be enrolled in the office of the Hinds County Chancery Clerk. Therefore, we request that you declare that the cost and penalty shall be collected as an assessment against the attached parcel.

Your consideration in this matter is appreciated.


Office of the City Attorney

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


CE (37)
DM
3/28/24

OFFICE OF THE CITY ATTORNEY

This RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCEL CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON SEPTEMBER 13, 2022 IN CASE NUMBER CE-21-818 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney



Kristie Metcalfe, Deputy City Attorney

4/29/24
Date

8

22
4/14/24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-2029 LOCATED AT 2823 OXFORD AVENUE PARCEL #51-84-\$3,900.00 (KEETON, LUMUMBA)

WHEREAS, on August 2, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 12, 2022, for Case #CE-21-2029 located at 2823 Oxford Avenue Parcel #51-84 in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 2823 Oxford Avenue; and

WHEREAS, the lowest bidder lacked the requisite MDEQ forms for this type of project; and

WHEREAS, Xquisite Lawncare, LLC, submitted the next lowest bid of \$3,900.00; and

WHEREAS, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

WHEREAS, upon receipt of a written Notice to Proceed, Xquisite Lawncare, LLC, through its representative, Steven Jones, has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 2823 Oxford Avenue in the amount not to exceed \$3,900.00 and

WHEREAS, Xquisite Lawncare, LLC, has a principal office located at 210 Meadowbrook Road, Suite 102, Jackson, Mississippi 39206 according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Xquisite Lawncare, LLC, upon receipt of a written Notice to Proceed, to cut vegetation and remedy conditions on the property located at 2823 Oxford Avenue deemed to be a menace to public health, safety, and welfare.

Consent Agenda Item # 8
May 7, 2024
(Keeton, Lumumba)

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$3,900.00 shall be paid to Xquisite Lawncare, LLC upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02/07/2024
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents.
4.	Benefits	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions of the community.
5.	Schedule (beginning date)	To be determined pending execution of contract.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 7
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$3,900.00
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDING (001-444-70-6447)
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____



Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Interim Director
Department of Planning and Development

Date: 3/27/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Xquisite Lawncare LLC, demolish the structure, foundation, steps and driveway, cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-21-2029

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
4/28/24

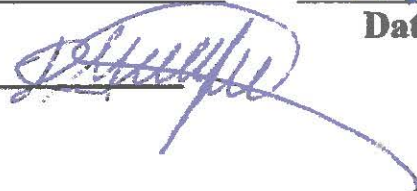
OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-2029 LOCATED AT 2823 OXFORD AVENUE PARCEL #51-84-\$3,900.00 (KEETON, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



4/28/24

Date

9

OFFICE OF THE CLERK
4/11/24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1994 LOCATED AT 205 DUNCAN AVENUE PARCEL #57-43- \$3,000.00 (KEETON, LUMUMBA)

WHEREAS, on August 2, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 12, 2022, for Case #CE-21-1994 located at 205 Duncan Avenue Parcel #57-43 in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 205 Duncan Avenue; and

WHEREAS, the lowest bidder lacked the requisite MDEQ forms for this type of project; and

WHEREAS, Xquisite Lawncare, LLC, submitted the next lowest bid of \$3,000.00; and

WHEREAS, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

WHEREAS, upon receipt of a written Notice to Proceed, Xquisite Lawncare, LLC, through its representative, Steven Jones, has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 205 Duncan Avenue in the amount not to exceed \$3,000.00 and

WHEREAS, Xquisite Lawncare, LLC, has a principal office located at 210 Meadowbrook Road, Suite 102, Jackson, Mississippi 39206 according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Xquisite Lawncare, LLC, upon receipt of a written Notice to Proceed, to cut vegetation and remedy conditions on the property located at 205 Duncan Avenue deemed to be a menace to public health, safety, and welfare.

Consent Agenda Item # 9
May 7, 2024
(Keeton, Lumumba)

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$3,000.00 shall be paid to Xquisite Lawncare, LLC upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02/07/2024
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents.
4.	Benefits	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions of the community.
5.	Schedule (beginning date)	To be determined pending execution of contract.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 7
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$3,000.00
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDING (001-444-70-6447)
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A ___ AABE _____ % WAIVER yes ___ no ___ N/A ___ WBE _____ % WAIVER yes ___ no ___ N/A ___ HBE _____ % WAIVER yes ___ no ___ N/A ___ NABE _____ % WAIVER yes ___ no ___ N/A ___



Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Interim Director
Department of Planning and Development

Date: 3/27/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Xquisite Lawncare LLC, demolish the structure, foundation, steps and driveway, cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-21-1994

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
FILE 4/1/24

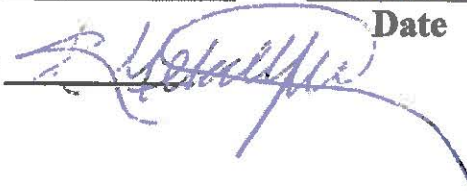
OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1994 LOCATED AT 205 DUNCAN AVENUE PARCEL #57-43-\$3,000.00 (KEETON, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



Date

4/29/24

10

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON CITY-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1643 LOCATED AT 123 HOUSTON STREET – PARCEL #121-21 – \$8,700.00 (WARD 7) (DOTSON, LUMUMBA)

WHEREAS, the City of Jackson owns the property located at 123 Houston Street; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has solicited bids from vendors to perform professional services to remedy the conditions on parcel #121-21 located at 123 Houston Street; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, the lowest bidder lacked the requisite MDEQ forms for this type of project; and

WHEREAS, Four Seasons Enterprises, LLC submitted the next lowest bid and through its Member, Robert Love, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 123 Houston Street for the sum of \$8,700.00; and

WHEREAS, Four Seasons Enterprises, LLC has a principal office address of 5822 Canton Park Drive, Jackson, MS 39211; and

WHEREAS, it is in the best interest of the City, and the citizens of Jackson that the Property be maintained.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Four Seasons Enterprises, LLC to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; and cut grass and weeds, for Case #CE-21-1643 located at 123 Houston Street parcel #121-21 for an amount not to exceed \$8,700.00.

Consent Agenda Item #
May 7, 2024
(Keeton, Lumumba)

10

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

3/21/2024
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	Who will be affected	All City of Jackson residents.	
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.	
5.	Schedule (beginning date)	To be determined pending execution of contract.	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 5	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	COST	\$8,700.00	
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Funding (001-444-70-6446)	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 3/21/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Four Seasons Enterprises, LLC, for the demolition and removal of structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-21-1643.

Thank you for your prompt consideration in this matter.


Office of the City Attorney

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


FILED
CITY ATTORNEY
3/11/11

OFFICE OF THE CITY ATTORNEY

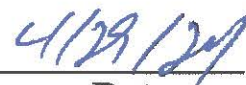
This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON CITY-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1643 LOCATED AT 123 HOUSTON STREET - PARCEL #121-21 - \$8,700.00** is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, City Attorney



Kristie Metcalfe, Deputy City Attorney



Date

Regular Agenda

16

OFFICE OF THE CITY ATTORNEY
S. Mencia

ORDER AUTHORIZING THE MAYOR TO REAPPOINT BRIAN WASHINGTON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD.

WHEREAS, the Jackson Redevelopment Authority Board of Commissioners consists of seven (7) members nominated by the Mayor and confirmed by the Jackson City Council; and

WHEREAS, the term has expired for the Ward Five representative, leaving a vacant seat; and

WHEREAS, after evaluation of his qualifications, Mr. Brian Washington of Ward Five has been nominated by the Mayor to be reappointed to Ward Five.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Brian Washington to serve as the Ward Five representative on the Jackson Redevelopment Authority Board of Commissioners be confirmed with said term to expire on August 13, 2028.

Agenda Item #
May 7, 2024
(Lumumba)

16

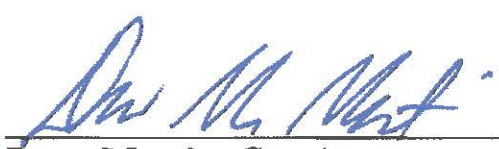
CITY ATTORNEY
S. Moncure

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO REAPPOINT WASHINGTON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant



Date



BRIAN WASHINGTON

JACKSON, MS 39209 • 6019183839 • bwashinc@gmail.com

Website, Portfolio, Profiles

- facebook.com/bewconstruction

Professional Summary

Results producing CEO with over 12 years of experience driving sales growth in construction and real estate industries. Financially savvy business owner who excels in forecasting, budgeting, and developing innovative, proactive solutions despite unpredictable market dips or obstacles. Adept at creating loyal and lasting professional relationships with colleagues and clients by acting with honesty and integrity.

Skills

- Cross-Functional Leadership
- Key Relationship Building
- Cash Flow Analysis
- Organizational Restructuring
- New Business Growth
- Financial Management
- Budgeting/Forecasting
- Cost Engineering

Work History

CEO/President, 04/2013 to Current

B.E.W CONSTRUCTION – Jackson, MS

- Direct all day-to-day activities across home renovations, business development, contract, and subcontract negotiations.
- Coordinates all projects from concept to completion.
- Create and maintain accurate budget projections.
- Performs and directs field operations throughout strategy of projects, personnel, materials, obtaining proper permits, equipment, quality control and safety procedures.
- Ensure satisfaction by maintaining client relations, project integrity and accurate costs.
- Contract Lead for Fortune 500 Company Jim Walter Homes (Greentree LLC), Conrex Properties and US Homes.
- Renovated over 100 homes and apartments to date in Jackson MS with 100% accuracy.
- Presently Manages over 30 renovated homes in the Jackson, MS area
- Developed key operational initiatives to drive and maintain substantial business growth
- Devised new promotional approaches to boost customer numbers and market penetration while enhancing engagement and driving growth
- Improved business profits by 75% through strategic updates to processes, procedures, and team makeup

Head of Construction, 09/2011 to Current

LEFLORE CONSTRUCTION, LLC – Jackson, MS

- Led rehab project of 25 houses with Jackson Housing Authority. (2014)
- Managed and oversaw the West Millsaps Housing development project that consisted of 16 new construction apartments and renovation of 31 houses with 100% accuracy and completion. (2015)
- Oversee day to day operations
- Supervised City of Jackson's HUD Capitol Street Project redevelopment by completing 100% of demolition and renovations.
- Stellar 10-year track record turning marketing into a powerful revenue-driving force for the company.
- Recognized as particularly effective in strategic marketing-communicating with target market and customers, building capacity and strengthening partnerships in developing the company's brand to realize top-line growth.
- Directs and supervises Leflore Construction's project managers in a fast-paced environment.

Independent Pharmaceutical Sales Representative, 07/2013 to 06/2015

MIST PHARMACEUTICALS – Jackson, MS

- Visited customer locations to evaluate requirements, demonstrate product offerings and propose strategic solutions for diverse needs.
- Responsible for Promoting Inderal XL (Beta Blocker), Tirosint (Hypothyroidism), Suprenza (Weight Loss) & Primlev (pain) to various Pain Doctors, Neurologists, Internal Medicine & Primary Care physicians throughout central MS.
- Increased sales 50% in the Southeastern Region by visiting all sites personally and organizing meetings with the medical teams on a bi-weekly basis to ensure understanding of and gain buy-in for newly introduced medicines.
- Identified opportunities and developed business cases to introduce new products and features while learning marketing segmentation processes and optimizing product segmentation for positioning, product bundling, and pricing.
- Managed in-office and field sales call activity to educate and influence customers while building product sales.

Specialty Pharmaceutical Sales Representative, 04/2007 to 08/2011

PRICARA/JANSSEN, A Division of Ortho, McNeil, Johnson & Johnson, Janssen Pharmaceuticals, Inc – MS

- Provided medicines for an array of health concerns in several therapeutic areas including (acid reflux disease, infectious disease, and chronic pain).
- Identified opportunities and developed business cases to introduce new products and features while learning marketing segmentation processes and optimizing product segmentation for positioning, product bundling, and pricing.
- Exceeded established sales goals and increased client retention by 45%.
- Surpassed annual sales quota by 37% in 2007. (Top 8%)
- Worked to develop network by identifying and pursuing new leads, attending industry events, and building rapport with clients.

Pharmaceutical Sales Representative, 08/2003 to 01/2007

Professional Detailing Inc, Glaxo-Smith Kline – Jackson, MS

- Identified opportunities and developed business cases to introduce new products and features while learning marketing segmentation processes and optimizing product segmentation for positioning, product bundling, and pricing.
- Provided superior insight-driven and integrated multi-channel message delivery to established and emerging health care companies: Marketed Paxil CR (Antidepressant) Coreg (Cardiovascular) and Avodart (Prostate) to Primary Care Physicians, Cardiologists, and OBGYNs throughout Central Mississippi.
- Visited customer locations to evaluate requirements, demonstrate product offerings and propose strategic solutions for diverse needs.
- Engaged clients in informational program discussions and presentations by providing value-added education and product benefits to grow product volume.

Senior Account Executive, 05/2001 to 05/2003

New Horizons Computer Learning Center – Jackson, MS

- Built over 100 business-to-business relationships in Mississippi.
- Led online computer training as a Marketing instruction which contributed to annual revenue goals by selling new services and developing new accounts.
- Strengthened customer relationships with proactive and collaborative approach to managing needs.
- Analyzed data to discover trends, informing market strategies and objectives.

Software Developer, 06/1998 to 04/2000

Lucent Technologies – Naperville, IL

- Revised, modularized, and updated old code bases to modern development standards, reducing operating costs and improving functionality.
- Collaborated with project managers to select ambitious, but realistic coding milestones on pre-release software project development.
- Translated design personnel's ideation into concrete development frameworks for use in software.
- Coordinated with project management staff on database development timelines and project scope.

Education

Master of Science: Computer Science/Information Systems, 05/1998

Jackson State University - Jackson, MS

Bachelor of Science: Computer Science, 05/1995

Jackson State University - Jackson, MS

Affiliations

- Project Management Institute
- American Marketing Association
- Alpha Phi Alpha Fraternity, Inc.
- Jackson State University Alumni Association
- Member of the 2007 Leadership Jackson class
- Young Up & Coming Professionals (Jackson)

Additional Information

References available upon request

17

ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO APPLY FOR THE FY 2022 PROJECT SAFE NEIGHBORHOOD GRANT THROUGH THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PUBLIC SAFETY PLANNING. ALSO, AUTHORIZING THE SUBMISSION AND ACCEPTANCE OF THE FY 2022 PROJECT SAFE NEIGHBORHOOD GRANT THROUGH THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PUBLIC SAFETY PLANNING FOR \$160,000.00.

WHEREAS, the City of Jackson has been granted the opportunity to apply for the Fiscal Year 2022 Department of Public Safety implementation grant which is administered by the State of Mississippi Department of Public Safety Planning, and

WHEREAS, grant funds will be used, by the City of Jackson, to purchase software (new technology) and a Data Analyst to keep records/trends of high crime areas in the city. This technology will target neighborhoods in the city to increase safety in the communities. The 2022 Department of Public Safety planning PSN Implementation Grant Program requires no matching funds; and

WHEREAS, the grant will assist the City of Jackson Police Department – with High Crime areas to equip the police department in the day-to-day patrol.

IT IS, HEREBY, ORDERED that the Mayor be authorized to submit and accept the award of the FY 2022 Department of Public Safety Planning grant of \$160,000.00.

IT IS FURTHERED ORDERED that the Mayor or his designee be authorized to execute all documents necessary for the submission, acceptance, and administration of said grant.

Agenda Item # 17
May 7, 2024
(Wade, Lumumba)

APPROVED FOR AGENDA:

By: WADE, LUMUMBA.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE

March 7, 2024

POINTS	COMMENTS																																													
Brief Description/Purpose	Order Authorizing The Mayor of the City of Jackson to apply for the FY 2022 Project Safe Neighborhood Grant through The Department of Public Safety, Division of Public Safety Planning and also, authorizing the submission and acceptance of the FY2022 Project Safe Neighborhood Grant through Department of Public Safety, Division of Public Safety Planning for \$160,000.00.																																													
Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention in the City of Jackson																																													
Who will be affected?	City of Jackson																																													
Benefits	To improve the safety and well-being of the citizens of Jackson.																																													
Schedule (beginning date)	As per grant guidelines																																													
Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ ■ Project limits if applicable	ALL WARDS CITY WIDE and Surrounding areas.																																													
Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Jackson Police Department																																													
COST	Grant Funds with no matching funds are required.																																													
Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	State of Mississippi Department of Public Safety Planning																																													
0. EBO participation	<table style="width: 100%; border: none;"> <tr> <td>ABE</td><td>_____ %</td><td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>___</td><td>N/A</td><td>___</td></tr> <tr> <td>AABE</td><td>_____ %</td><td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>___</td><td>N/A</td><td>___</td></tr> <tr> <td>WBE</td><td>_____ %</td><td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>___</td><td>N/A</td><td>___</td></tr> <tr> <td>HBE</td><td>_____ %</td><td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>___</td><td>N/A</td><td>___</td></tr> <tr> <td>NABE</td><td>_____ %</td><td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>___</td><td>N/A</td><td>___</td></tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
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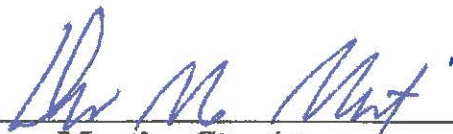
OFFICE OF THE CITY ATTORNEY
Apr 29-24

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO APPLY FOR THE FY 2022 PROJECT SAFE NEIGHBORHOOD GRANT THROUGH THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PUBLIC SAFETY PLANNING. ALSO, AUTHORIZING THE SUBMISSION AND ACCEPTANCE OF THE FY 2022 DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PUBLIC SAFETY PLANNING FOR \$160,000.00 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Bridgette Morgan, Deputy City Attorney 

4/30/24

Date

FY 2022 Project Safe Neighborhoods Solicitation
Southern District of Mississippi
15PBJA-22-GG-00787-GUNP
CFDA 16.609

Background

The Division of Public Safety Planning has limited funds available from the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), to support the Violent Gang and Gun Crime Reduction Program, by providing support to state, local, and tribal efforts to reduce violent crime, including but not limited to, felonious firearm crimes and criminal gang violence. An application packet is attached. All applicants must complete and return the application no later than **Wednesday, January 31, 2024.**

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 Office of Justice Programs
 P. O. Box 1633
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STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE
 ONLY
 Grant No.

SUBGRANT APPLICATION SUMMARY

1. Applicant (Name, Address, Zip, Phone, Email) Mayor Chokwe A. Lumumba PO Box 17 Jackson, MS 39205 calumumba@jacksonms.gov 601-960-1084	2. Project Director (Name, Address, Zip, Phone) Juan S. Gray 327 East Pascagoula St. Jackson, MS 39205 601-213-7450 juang@jacksonms.gov	3. Financial Officer (Name, Title, Address, Zip, Phone) Mrs. Cleopatra Norris 327 East Pascagoula St. Jackson, MS 39205 601-960-1115 cnorris@city.jackson.ms.us				
4. Project Title FY 2022 Project Safe Neighborhoods (PSN)	5. 199732731 UEI Number: <u>GNNPTMPBPYM8</u>					
6. Type of Application <input type="checkbox"/> Initial <input type="checkbox"/> 2 nd Yr. or <input type="checkbox"/> ____ Yr. Funding <input type="checkbox"/> Continuation of Grant No. _____	7. Desired Project Duration <u>12</u> Months Start Date: 03/01/2024 End Date: 03/31/25					
8. Brief Project Summary (required) The City of Jackson would like to purchase equipment, software, and computers and hire a Data Analyst and a project Evaluator. The Gang Unit will work with Major Crimes to combat any gang problem in the METRO Area.						
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b. Fringe Benefits						
c. Equipment	\$85,000					
d. Travel						
e. Operating Expense						
f. Contractual Services						
g. Miscellaneous						
Total Project Budget						
10. Source of Funds	Federal	%	St/Local Match	%	Total	%
Requested Budget	\$160,000	100	0.00		\$160,000	100
11. Number of pages in this application		35				

 Chief Administrative Officer (Signature and Date)

 Project Director (Signature and Date)

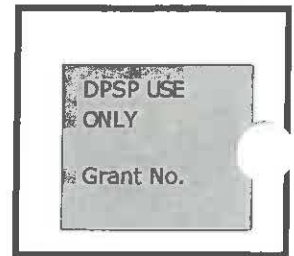
 Chief Administrative Officer (Type or Print)

 Financial Officer (Signature and Date)

 Title



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**



PROJECT PLAN AND SUPPORTING DATA

PART I. STATEMENT OF PROBLEM

The Southern District's largest gang presence is focused in Jackson, Mississippi. The City of Jackson, both the largest city in Mississippi and the state capital, was comprised of 180,951 inhabitants in 2021, residing in 106.8 mi. According to the 2000 census data, the city is 70.6% black and 27.8% white and 46.5% of the population is between the ages of 15 and 44 years old. Mississippi also ranks sixth highest in the nation for high school dropouts, has a per capita income of \$17,116, and 23.5% of the population lives below the poverty line.

Using Uniform Crime Reporting data for 2021, 2022, and 2023 (preliminary data January-December), we can evaluate Jackson's crime statistics over a reasonable period. The initial 2021 data has been doubled for this table to match a twelve-month comparison (number of murders from Jackson CompStat data).

	Violent Crimes	Crime Rate per 100,000	Murder/Rate per 100,000	Agg. Assault/Rate per 100,000
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2022	1648	443.0	45/12.4	462/156.7
2023	1272	376.9	53/14.0	376/147.7
2024	unk	unk	unk	unk

2021 and 2023 data suggest the number of murders, non-negligent manslaughter, and aggravated assaults have not mirrored crime rate trends. The national murder rate per 100,000 inhabitants reached a low of 5.5 in 2021 while the aggravated assault rate fell to 291.1. Jackson was higher compared to the former while lower compared to the latter. In addition, both the robbery and forcible rape rates for Jackson exceeded the national rates for 2021. There were 154 carjackings in Jackson in 2022 alone.

Street gangs are a significant part of the crime problem in Jackson. These gangs are actively involved in drug distribution, weapons, and a wide range of Violent activity. There are multiple gangs in Jackson, with the largest gangs being the Black Gangster Disciples and the Vice Lords. The DEA has created a database with the names of over 250 confirmed, senior-level gang members in the Jackson area. This database also contains the names of over 1200 people with some gang relationships in the Jackson area. There are certainly many gang members in the

Jackson area who have not been identified in this database.

The illegal activity of these Jackson-based gangs is not limited to the Jackson area. ATF has determined that Mississippi is one of the largest sources of firearms seized from street gangs in Chicago, Illinois. ATF believes that gang members are involved in moving guns from Mississippi to Chicago and other areas.

We have developed a two-part plan for Jackson Police Department's anti-gang initiative:

(1) prevention; and (2) prosecution.

Gangs cannot function without members. The primary goal of our strategy will be to cut off the flow of young people to Jackson's street gangs. We plan to accomplish this goal by targeting those children who are identified as being the most vulnerable to gang influence and the most likely to join a gang.

As a beginning, we anticipate targeting up to 250 at-risk children (10 to 16 years old) for our initiative.

The prosecution element of our strategy will attempt to improve our knowledge of the gang structure in our community and allow us to target the "worst of the worst" gang members in Jackson. We also plan to work with the Hinds County District Attorney's Office to protect witnesses involved in gang-related trials.

Data Analyst (DA)

The Data Analyst will play a vital role in the project's strategy to maximize the effectiveness and efficiency of our PSN initiative aimed at reducing violent crime and enhancing public safety. This role is designed to manage and leverage complex datasets, identify trends, and provide actionable insights that will guide the project's strategic direction and tactical decisions. In this role, the DA will maintain datasets and reporting tools that provide real-time insights into the project's progress, effectiveness, and areas for improvement. The DA will work closely with the project team, including the Project Evaluator (PE) Dr. Wesley Jennings (see below), to integrate data insights into the broader evaluation framework. In addition, the DA will be responsible for collecting, managing, and submitting the data required for the performance measures reporting as well as preparing periodic reports for the Jackson Police Department and the PE.

Program Evaluator (PE).

The Program Evaluator (PE) Gray is tasked with developing and implementing a comprehensive evaluation plan that is intricately designed to measure the project's outcomes, gauge its impact, and provide evidence-based recommendations for sustained improvement. In this regard, he will design a robust evaluation framework that aligns with the PSN initiative's objectives, enabling us to quantify our impact on reducing violent crime and enhancing community safety. This plan will outline clear methodologies for both qualitative and quantitative data collection, ensuring we have a multifaceted understanding of our project's effectiveness. By identifying trends, outcomes, and areas requiring attention, PE Gray will also enable the Jackson Police Department to adapt their strategies in real-time, ensuring they are responsive to community needs and are efficiently targeting resources where they are most needed.

Finally, PE Gray will play a pivotal role in engaging stakeholders to gather diverse perspectives on the project's impact. This inclusive approach ensures that our evaluation process is transparent, collaborative, and grounded in the realities of those the Jackson Police Department serves.



STATE OF MISSISSIPPI
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DIVISION OF PUBLIC SAFETY PLANNING

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PROJECT PLAN AND SUPPORTING DATA

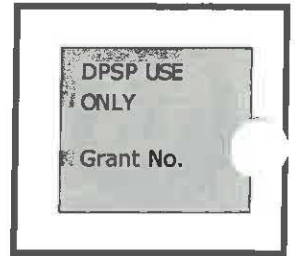
PART II. OBJECTIVES AND PROJECTED IMPACT

Goals and Objectives

- Identify 250 children at risk of joining gangs and provide viable alternatives to gang membership.
- Target the "worst of the worst" gang members in Jackson and prosecute them using the 7-person gun interdiction unit and existing federal law enforcement resources.
- Eliminate witness intimidation in gang-related trials prosecuted by the Hinds County District Attorney's Office.
- Chief Joseph Wade has created a "Gang Unit" to address the increase in crime by youth and other gang members.
- Chief Wade would like to hire a Data Analyst and a Project Evaluator for the grant to ensure that all requirements are met.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING



PROJECT PLAN AND SUPPORTING DATA

PART III. IMPLEMENTATION

Implementation Plan

The anti-gang initiative intends to accomplish its prevention goal by targeting those children who are determined to be the most vulnerable to gang influence and the most likely to join gangs. As a beginning, we anticipate targeting up to 250 at-risk children (10 to 16 years old) for our initiative.

The initiative(Jackson Police Department) will work with organizations (for example, the Boys/Girls Club, YMCA, Hinds County Youth Court, the Mayor's office, Jackson Public Schools, and local churches) to develop programs for the children and to see that the children are participating in existing programs.

We are requesting \$160,000 from the PSN grant, for the Jackson Police Department Gang Unit.

The goal of this project is to discourage youth from gang membership and to provide them with an alternative. We will also work with Jackson businesses to obtain mentors and supervise our student mentors. The Jackson Police Department will utilize the Community Relations Unit to assist with additional funding and outreach services in the community. This project will be instrumental to the success of our program and without funding for Jackson Police Department, it will be difficult for JPD to implement its strategy.

The other person we expect to hire will serve as the juvenile outreach coordinator. This person's primary job will be to identify children for the program and to provide mentoring to children who have been admitted into the program but who are identified as continuing to have problems.

Chief Wade believes that using young people who are on a positive path will be an invaluable example for our at-risk children. We believe that student mentors will be assigned up to 10 children to work with and that the student Mentors will monitor the children's progress in school and participation in community and faith-based programs. We believe that these student mentors will be essential to the success of our program.

Chief Wade wants to have discussions with the Chamber of Commerce about identifying employees of local businesses to volunteer in our mentor program. The volunteer mentors would work with our student mentors to "team" mentor each of the at-risk children identified.

The prosecution element of our strategy will attempt to improve our knowledge of the gang

structure in our community and allow us to target the "worst of the worst" gang members in Jackson. Jackson Police Department is currently working with Federal, State, and Local Agencies to assist in combatting crime, work on gang-related investigations, and the gathering of gang-related intelligence Capitol City.

The Hinds County District Attorney's Office needs assistance or funding to protect witnesses involved in gang-related trials. Successful prosecutions require witnesses. Unfortunately, many of the witnesses in gang-related trials are very vulnerable to intimidation. Witness intimidation has been a significant problem in several recent gang-related trials in our community.

Timelines:

	01	02	03	04	05	06	07	08	09	10	11	12
Purchase Equipment	X	X	X									
Train Project Staff				X								
Evaluation of Project					X	X	X	X	X	X	X	X
Perform Designated Tasks					X	X	X	X	X	X	X	X
Performance Outcome			X	X	X	X	X	X	X	X	X	X



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
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SUSTAINABILITY PLAN

PART IV:

Street gangs, like any other organization or enterprise, cannot function without members. Unfortunately, too many of today's children will become gang members in the future unless we can do something to prevent it. The primary goal of our strategy will be to cut off the flow of young people to Jackson's street and Hinds County gangs.

We plan to accomplish this goal by targeting those children/adults who are determined to be the most vulnerable to gang influence and the most likely to join gangs. With the help of the Project Safe Neighborhood grant, the Jackson Police Department community organizations will be able to sustain this program for years to come. Also, with the help of our federal and local partners the children/adults of the City of Jackson will have the opportunity to be children and young adults to get a quality education are enter the workforce.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY

DPSP USE ONLY Grant No.

BUDGET CATEGORY	REQUESTED BUDGET	DPSP USE ONLY APPROVED BUDGET
A. PERSONNEL:		
TOTAL PERSONNEL		
B. FRINGE		
2. FICA Match		
3. Retirement Match		
4. Other		
TOTAL FRINGE		
C. EQUIPMENT		\$85,000.00
TOTAL EQUIPMENT		
D. TRAVEL		
2. Commercial Carrier		
3. Meals		
4. Lodging		
5. Other		
TOTAL TRAVEL		
E. OPERATING EXPENSE		
2. Rental		
3. Printing and Reproduction		
4. Communications (Telephone, Postage)		
5. Other		
TOTAL OPERATIONAL EXPENSES		
F. CONTRACTUAL SERVICES		
2. Contracts w/Organizations (Data Analyst)		\$75,000.00
TOTAL CONTRACTUAL SERVICES		
G. MISCELLANEOUS		
2. Training Materials		
3. Other		
TOTAL MISCELLANEOUS		
H. TOTAL PROJECT BUDGET		

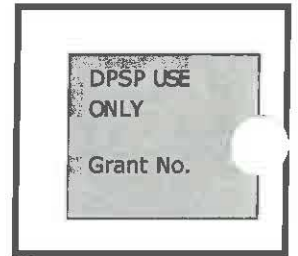
SUMMARY FUNDING DATA

	Federal	%	State/Local	%	TOTAL	%
REQUESTED BUDGET	\$160,000.00	100		0.00	\$160,000.00	100
APPROVED BUDGET						

Budget Prepared By: Juan S. Gray



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
BUDGET NARRATIVE



PART VI:

Software Programs for Intelligence Unit \$46,093.41



**STATE OF MISSISSIPPI
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DIVISION OF PUBLIC SAFETY PLANNING**

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PART VII: EVALUATION PLAN

Evaluation Plan/Performance Measures

We expect to work with our community partners to develop a "census" of the children placed into the gang prevention program to assess their success in the program. This census would, among other things, provide information regarding the number of children in the program and their academic and behavioral performance in the program.

We will continue to build the database and track arrests, citations, seizures, types of criminal activity, and prosecutions related to gun crimes, detention crimes, and any other crimes in the Hinds County area.

We expect to work with our law enforcement partners to develop a report of gang members identified by the gun interdiction team, including their gang affiliation and criminal activity, and prosecution results relating to the identified gang members.

We expect to work with State Agencies such as the Mississippi Department of Corrections (MDOC) and federal resources such as the Bureau of Prisons and the Federal Probation Officers to target and track the prevention message to convicted felons in the Jackson and Hinds County area. Relationships with these groups will allow us to maintain information related to the recidivism of the targeted groups.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
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NON-SUPLANT CERTIFICATION

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PART VIII:

The Jackson Police Department (Applicant) hereby assures that the federal funds will not be used to supplant state or local funds and those federal funds will be used to supplement existing funds for program activities and not to replace those funds that have been appropriated for the same purpose.

Signature: Chokwe A. Lumumba
(Chief Executive Officer)

Title: Mayor

Date: March 04, 2024



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
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Grant No.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

(Only one section should be completed as applicable)

PART IX:

A. The Jackson Police Department (Applicant) hereby certifies that it has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42, 301, et seq., Subpart E of the Code of Federal Regulations, and that it is on file in the office of:

Name Chokwe A. Lumumba

Address P.O. Box 17, Jackson, MS 39205

Title Mayor

for review or audit by officials of the Division of Public Safety Planning or the Office Programs, U.S. Department of Justice as required by relevant laws or regulations.

B. The _____ (Applicant) hereby certifies that it is in compliance with the terms and conditions of 28 CFR 42, 301, et seq., and is not required to file an Equal Employment Opportunity Program.

**FY 2022 Project Safe Neighborhoods Solicitation
Southern District of Mississippi
15PBJA-22-GG-00787-GUNP
CFDA 16.609**

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STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY
Grant No.

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Project Director (Signature and Date)

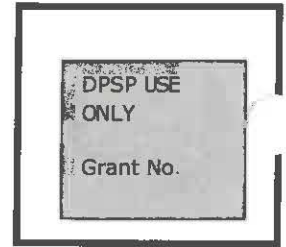
Chief Administrative Officer (Type or Print)

Financial Officer (Signature and Date)

Title



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**



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2023	1272	376.9	53/14.0	376/147.7
2024	unk	unk	unk	unk

2021 and 2023 data suggest the number of murders, non-negligent manslaughter, and aggravated assaults have not mirrored crime rate trends. The national murder rate per 100,000 inhabitants reached a low of 5.5 in 2021 while the aggravated assault rate fell to 291.1. Jackson was higher compared to the former while lower compared to the latter. In addition, both the robbery and forcible rape rates for Jackson exceeded the national rates for 2021. There were 154 carjackings in Jackson in 2022 alone.

Street gangs are a significant part of the crime problem in Jackson. These gangs are actively involved in drug distribution, weapons, and a wide range of Violent activity. There are multiple gangs in Jackson, with the largest gangs being the Black Gangster Disciples and the Vice Lords. The DEA has created a database with the names of over 250 confirmed, senior-level gang members in the Jackson area. This database also contains the names of over 1200 people with some gang relationships in the Jackson area. There are certainly many gang members in the

Jackson area who have not been identified in this database.

The illegal activity of these Jackson-based gangs is not limited to the Jackson area. ATF has determined that Mississippi is one of the largest sources of firearms seized from street gangs in Chicago, Illinois. ATF believes that gang members are involved in moving guns from Mississippi to Chicago and other areas.

We have developed a two-part plan for Jackson Police Department's anti-gang initiative:

(1) prevention; and (2) prosecution.

Gangs cannot function without members. The primary goal of our strategy will be to cut off the flow of young people to Jackson's street gangs. We plan to accomplish this goal by targeting those children who are identified as being the most vulnerable to gang influence and the most likely to join a gang.

As a beginning, we anticipate targeting up to 250 at-risk children (10 to 16 years old) for our initiative.

The prosecution element of our strategy will attempt to improve our knowledge of the gang structure in our community and allow us to target the "worst of the worst" gang members in Jackson. We also plan to work with the Hinds County District Attorney's Office to protect witnesses involved in gang-related trials.

Data Analyst (DA)

The Data Analyst will play a vital role in the project's strategy to maximize the effectiveness and efficiency of our PSN initiative aimed at reducing violent crime and enhancing public safety. This role is designed to manage and leverage complex datasets, identify trends, and provide actionable insights that will guide the project's strategic direction and tactical decisions. In this role, the DA will maintain datasets and reporting tools that provide real-time insights into the project's progress, effectiveness, and areas for improvement. The DA will work closely with the project team, including the Project Evaluator (PE) Dr. Wesley Jennings (see below), to integrate data insights into the broader evaluation framework. In addition, the DA will be responsible for collecting, managing, and submitting the data required for the performance measures reporting as well as preparing periodic reports for the Jackson Police Department and the PE.

Program Evaluator (PE).

The Program Evaluator (PE) Gray is tasked with developing and implementing a comprehensive evaluation plan that is intricately designed to measure the project's outcomes, gauge its impact, and provide evidence-based recommendations for sustained improvement. In this regard, he will design a robust evaluation framework that aligns with the PSN initiative's objectives, enabling us to quantify our impact on reducing violent crime and enhancing community safety. This plan will outline clear methodologies for both qualitative and quantitative data collection, ensuring we have a multifaceted understanding of our project's effectiveness. By identifying trends, outcomes, and areas requiring attention, PE Gray will also enable the Jackson Police Department to adapt their strategies in real-time, ensuring they are responsive to community needs and are efficiently targeting resources where they are most needed.

Finally, PE Gray will play a pivotal role in engaging stakeholders to gather diverse perspectives on the project's impact. This inclusive approach ensures that our evaluation process is transparent, collaborative, and grounded in the realities of those the Jackson Police Department serves.



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

DPS USE ONLY Grant No.

PROJECT PLAN AND SUPPORTING DATA

PART II. OBJECTIVES AND PROJECTED IMPACT

Goals and Objectives

- Identify 250 children at risk of joining gangs and provide viable alternatives to gang membership.
- Target the "worst of the worst" gang members in Jackson and prosecute them using the 7-person gun interdiction unit and existing federal law enforcement resources.
- Eliminate witness intimidation in gang-related trials prosecuted by the Hinds County District Attorney's Office.
- Chief Joseph Wade has created a "Gang Unit" to address the increase in crime by youth and other gang members.
- Chief Wade would like to hire a Data Analyst and a Project Evaluator for the grant to ensure that all requirements are met.



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

DPSP USE ONLY
Grant No.

PROJECT PLAN AND SUPPORTING DATA

PART III. IMPLEMENTATION

Implementation Plan

The anti-gang initiative intends to accomplish its prevention goal by targeting those children who are determined to be the most vulnerable to gang influence and the most likely to join gangs. As a beginning, we anticipate targeting up to 250 at-risk children (10 to 16 years old) for our initiative.

The initiative(Jackson Police Department) will work with organizations (for example, the Boys/Girls Club, YMCA, Hinds County Youth Court, the Mayor's office, Jackson Public Schools, and local churches) to develop programs for the children and to see that the children are participating in existing programs.

We are requesting \$160,000 from the PSN grant, for the Jackson Police Department Gang Unit.

The goal of this project is to discourage youth from gang membership and to provide them with an alternative. We will also work with Jackson businesses to obtain mentors and supervise our student mentors. The Jackson Police Department will utilize the Community Relations Unit to assist with additional funding and outreach services in the community. This project will be instrumental to the success of our program and without funding for Jackson Police Department, it will be difficult for JPD to implement its strategy.

The other person we expect to hire will serve as the juvenile outreach coordinator. This person's primary job will be to identify children for the program and to provide mentoring to children who have been admitted into the program but who are identified as continuing to have problems.

Chief Wade believes that using young people who are on a positive path will be an invaluable example for our at-risk children. We believe that student mentors will be assigned up to 10 children to work with and that the student Mentors will monitor the children's progress in school and participation in community and faith-based programs. We believe that these student mentors will be essential to the success of our program.

Chief Wade wants to have discussions with the Chamber of Commerce about identifying employees of local businesses to volunteer in our mentor program. The volunteer mentors would work with our student mentors to "team" mentor each of the at-risk children identified.

The prosecution element of our strategy will attempt to improve our knowledge of the gang

structure in our community and allow us to target the "worst of the worst" gang members in Jackson. Jackson Police Department is currently working with Federal, State, and Local Agencies to assist in combatting crime, work on gang-related investigations, and the gathering of gang-related intelligence in Capitol City.

The Hinds County District Attorney's Office needs assistance or funding to protect witnesses involved in gang-related trials. Successful prosecutions require witnesses. Unfortunately, many of the witnesses in gang-related trials are very vulnerable to intimidation. Witness intimidation has been a significant problem in several recent gang-related trials in our community.

Timelines:

	01	02	03	04	05	06	07	08	09	10	11	12
Purchase Equipment	X	X	X									
Train Project Staff				X								
Evaluation of Project					X	X	X	X	X	X	X	X
Perform Designated Tasks					X	X	X	X	X	X	X	X
Performance Outcome			X	X	X	X	X	X	X	X	X	X



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

DPSP USE ONLY Grant No.

SUSTAINABILITY PLAN

PART IV:

Street gangs, like any other organization or enterprise, cannot function without members. Unfortunately, too many of today's children will become gang members in the future unless we can do something to prevent it. The primary goal of our strategy will be to cut off the flow of young people to Jackson's street and Hinds County gangs.

We plan to accomplish this goal by targeting those children/adults who are determined to be the most vulnerable to gang influence and the most likely to join gangs. With the help of the Project Safe Neighborhood grant, the Jackson Police Department community organizations will be able to sustain this program for years to come. Also, with the help of our federal and local partners the children/adults of the City of Jackson will have the opportunity to be children and young adults to get a quality education are enter the workforce.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY

DPSP USE ONLY Grant No.

BUDGET CATEGORY	REQUESTED BUDGET	DPSP USE ONLY APPROVED BUDGET
A. PERSONNEL:		
TOTAL PERSONNEL		
B. FRINGE		
2. FICA Match		
3. Retirement Match		
4. Other		
TOTAL FRINGE		
C. EQUIPMENT		\$85,000.00
TOTAL EQUIPMENT		
D. TRAVEL		
2. Commercial Carrier		
3. Meals		
4. Lodging		
5. Other		
TOTAL TRAVEL		
E. OPERATING EXPENSE		
2. Rental		
3. Printing and Reproduction		
4. Communications (Telephone, Postage)		
5. Other		
TOTAL OPERATIONAL EXPENSES		
F. CONTRACTUAL SERVICES		
2. Contracts w/Organizations (Data Analyst)		\$75,000.00
TOTAL CONTRACTUAL SERVICES		
G. MISCELLANEOUS		
2. Training Materials		
3. Other		
TOTAL MISCELLANEOUS		
H. TOTAL PROJECT BUDGET		

SUMMARY FUNDING DATA

	Federal	%	State/Local	%	TOTAL	%
REQUESTED BUDGET	\$160,000.00	100		0.00	\$160,000.00	100
APPROVED BUDGET						

Budget Prepared By: Juan S. Gray



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
BUDGET NARRATIVE

DPSP USE ONLY Grant No.

PART VI:

Software Programs for Intelligence Unit \$46,093.41



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

DPSP Use Only
Grant No.

PART VII: EVALUATION PLAN

Evaluation Plan/Performance Measures

We expect to work with our community partners to develop a "census" of the children placed into the gang prevention program to assess their success in the program. This census would, among other things, provide information regarding the number of children in the program and their academic and behavioral performance in the program.

We will continue to build the database and track arrests, citations, seizures, types of criminal activity, and prosecutions related to gun crimes, detention crimes, and any other crimes in the Hinds County area.

We expect to work with our law enforcement partners to develop a report of gang members identified by the gun interdiction team, including their gang affiliation and criminal activity, and prosecution results relating to the identified gang members.

We expect to work with State Agencies such as the Mississippi Department of Corrections (MDOC) and federal resources such as the Bureau of Prisons and the Federal Probation Officers to target and track the prevention message to convicted felons in the Jackson and Hinds County area. Relationships with these groups will allow us to maintain information related to the recidivism of the targeted groups.



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

NON-SUPLANT CERTIFICATION

<p>DPSP Use Only</p> <p>Grant No.</p>

PART VIII:

The Jackson Police Department (Applicant) hereby assures that the federal funds will not be used to supplant state or local funds and those federal funds will be used to supplement existing funds for program activities and not to replace those funds that have been appropriated for the same purpose.

Signature: Chokwe A. Lumumba
(Chief Executive Officer)

Title: Mayor

Date: March 04, 2024



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE
ONLY

Grant No.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

(Only one section should be completed as applicable)

PART IX:

A. The Jackson Police Department (Applicant) hereby certifies that it has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42, 301, et seq., Subpart E of the Code of Federal Regulations, and that it is on file in the office of:

Name Chokwe A. Lumumba

Address P.O. Box 17, Jackson, MS 39205

Title Mayor

for review or audit by officials of the Division of Public Safety Planning or the Office Programs, U.S. Department of Justice as required by relevant laws or regulations.

B. The _____ (Applicant) hereby certifies that it is in compliance with the terms and conditions of 28 CFR 42, 301, et seq., and is not required to file an Equal Employment Opportunity Program.

18

ORDER APPROVING PAYMENT OF THE SUM OF \$3,584.96 TO JENKINS AUTOMOTIVE FOR GOODS AND SERVICES OBTAINED BY THE MUNICIPAL GARAGE FOR THE BENEFIT OF A 2023 DODGE DURANGO VEHICLE USED BY THE JACKSON POLICE DEPARTMENT

OFFICE OF THE CITY ATTORNEY
CITY OF JACKSON

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 municipal garage requested that Jenkins Automotive located at 1120 England Road, Jackson, Mississippi install certain equipment consisting of a visor light, stick light, headliner bracket, UBL handheld siren and controller, K12 blue lights, and LED strobe light on a 2023 Dodge Durango vehicle;

Whereas, the vehicle identification number for the Dodge Durango vehicle is 1C4RDJFG5PC58730; and

Whereas, the referenced Dodge Durango vehicle is utilized by the Jackson Police Department and;

Whereas Section 31-7-13 (a) of the Mississippi Code states that purchases which do not involve an expenditure of more than Five Thousand Dollars (\$5,000.00), exclusive of freight or shipping charges, may be made without advertising or otherwise requesting competitive bids; and

Whereas, the municipal garage erroneously requested that Jenkins Automotive furnish goods and services prior to following municipal procedure for the purchase of goods under \$5,000.00; and

Whereas, the goods and services obtained from Jenkins Automotive were lawful and for a proper municipal purpose; and

Whereas, Section 31-7-57(2) of the Mississippi Code states that a vendor who in good faith delivers commodities and services shall be entitled to recover the fair market value of the commodities or services if the vendor had no control of, participation in, or actual knowledge of the error or failure; and

Whereas, Jenkins Automotive submitted an invoice dated January 11, 2024 for the goods and services described in the amount of \$3,584.96; and

Whereas, the sums invoiced are fair market value for the goods and services received; and

Whereas, Jenkins Automotive had no control was unaware or actual knowledge of the municipal garage's failure; and

Whereas, the best interest of the City of Jackson would be served by payment of the invoices;

Agenda Item # 18
May 7, 2024
(Wade, Lumumba)

IT IS THEREFORE ORDERED that the sum of \$3,584.96 for the goods and services described in its January 11, 2024 invoice may be paid.

OFFICE OF THE CITY ATTORNEY

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE January 10, 2024

	POINTS	COMMENTS																														
1.	Brief Description/Purpose	ORDER APPROVING PAYMENT OF INVOICES FOR GOODS AND SERVICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM JENKINS AUTOMOTIVE FOR THE UPFITTING OF EMERGENCY EQUIPMENT																														
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Crime Prevention																														
3.	Who will be affected	City of Jackson Police Department																														
4.	Benefits	Upfitting of emergency equipment to a police vehicle																														
5.	Schedule (beginning date)	Upon council approval																														
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City in General																														
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Jackson Police Department																														
8.	COST	\$3,584.96																														
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Account # 001.442.40.6855																														
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%; text-align: center;">_____ %</td> <td style="width: 25%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">no</td> <td style="width: 10%;">N/A</td> </tr> <tr> <td>AABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> </table>	ABE	_____ %	WAIVER	yes	no	N/A	AABE	_____ %	WAIVER	yes	no	N/A	WBE	_____ %	WAIVER	yes	no	N/A	HBE	_____ %	WAIVER	yes	no	N/A	NABE	_____ %	WAIVER	yes	no	N/A
ABE	_____ %	WAIVER	yes	no	N/A																											
AABE	_____ %	WAIVER	yes	no	N/A																											
WBE	_____ %	WAIVER	yes	no	N/A																											
HBE	_____ %	WAIVER	yes	no	N/A																											
NABE	_____ %	WAIVER	yes	no	N/A																											



Assistant Chief of Police
Vincent Grizzell

JACKSON POLICE DEPARTMENT
Chief of Police Joseph Wade

Assistant Chief of Police
Wendell Watts

Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Joseph Wade, Chief of Police

Date: Wednesday, March 6, 2024

Re: Agenda Item Payment to Jenkins Automotive

I am submitting an agenda item for approval of payment of an outstanding invoice submitted by Jenkins Automotive. This invoice is for the upfitting of emergency equipment to a police sport utility vehicle, and it is for \$3,584.56.



Invoice

JENKINS AUTOMOTIVE

1120 England Rd
Jackson, MS

Date: January 11, 2024

Customer: Jackson Police Department

Car #: SUV207

Vin# 1C4RDJFG5PC58783C

Car Make: 2023 Dodge Durango

Vender#: 71125

Estimate

Parts/ Description		Cost	Total
Fenlex Quantum visor light	1	\$649.99	\$ 649.99
Fenlex Quad 600 Stick light	1	\$499.99	\$ 499.99
Fenlex fusion/Quad headliner bracket	2 \$19.99 each	\$39.98	\$ 39.98
UBL Handheld siren & Controller	1	\$220.00	\$ 220.00
K12 cube blue lights	6 \$50. Each	\$300.00	\$300.00
L Bracket mount	4 \$6 each	\$24.00	\$ 24.00
Mini LED hideaway strobe light	2 \$49. Each	\$ 98.00	\$ 98.00
Shipping costs		\$ 53.00	\$ 53.00

Paint Time And Labor Time

Description	Labor	Paint
Install front visor light s		
Install 4 K12 cube in two each in both		
Rear Quarter Window		
Install Rear deck light bar at rear hatch		
Install adman console		
Install UBL hand held siren controller		
Install Mini LED hideaway strobe light		
In both rear taillights		
Install speaker & 2 k12 cube light		
In front grill		
	\$1700. Total install	

Install mini LED hideaway in each lower

TOTAL TIME

Tow bill

Shop supplies

Parts

Body Labor

Paint Labor

Wiring & Installation

Paint Supplies

Mechanical labor

Subtotal

Taxes @8%

Total

Hour

@ \$65/hr \$ 1,884.96

@ \$65/hr \$ -

@ \$65/hr \$ -

@ \$48/hr \$ 1,700.00

@ \$90/hr \$ -

@ \$90/hr \$ -

\$ 3,584.96

\$ 3,584.96

Office of the City Attorney
455 East Capitol Street

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

OFFICE OF THE CITY ATTORNEY


This **ORDER APPROVING PAYMENT OF THE SUM OF \$3,584.96 TO JENKINS AUTOMOTIVE FOR GOODS AND SERVICES OBTAINED BY THE MUNICIPAL GARAGE FOR THE BENEFIT OF A 2023 DODGE DURANGO VEHICLE USED BY THE JACKSON POLICE DEPARTMENT** is legally sufficient for placement in NOVUS Agenda



Drew Martin, City Attorney



Date


Carrie Johnson, Senior Deputy City Attorney

OFFICE OF THE CITY ATTORNEY
JACKSON, MISSISSIPPI

19

ORDER RATIFYING THE EMERGENCY PROCUREMENT OF DEAD CARCASS REMOVAL SERVICES FROM WASTE PRO; AUTHORIZING PAYMENT FOR SERVICES RENDERED TO A.R.M. SOLUTIONS INC., WASTE PRO'S COLLECTING AGENT IN THE AMOUNT OF \$1,153.05

Wade Lumumba
CITY OF JACKSON
CLERK

WHEREAS, Section 21-17-5 of the Mississippi Code 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, and any other statute or law of the State of Mississippi; and

WHEREAS, the Mississippi legislature has enacted certain statutes related to the public purchase of commodities, energy efficiency services, garbage collection and disposal, sewage collection and disposal, public construction, and rentals as provided in Section 31-7-13 of the Mississippi Code; and

WHEREAS, Section 31-7-13(r) of the Mississippi Code provides the procedure to be followed for the collection or disposal of solid waste involving an expenditure of more than \$50,000.00; and

WHEREAS, Section 31-7-13 (r) of the Mississippi Code does not specify the procedure to be followed for the collection or disposal of solid waste where the expenditure is less than \$50,000.00; and

WHEREAS, contracts for solid waste collection and disposal which are less than \$50,000.00 do not appear to require the implementation of a competitive process; and

WHEREAS, in September 2023, emergent circumstances affecting public health and the environment arose concerning the collection and disposal of deceased animal carcasses; and

WHEREAS, the Mayor declared an emergency and authorized a contract with Waste Pro for the collection and disposal of animal carcasses; and

WHEREAS, the Service Agreement provided by Waste Pro contained a term of 36 months commencing September 13, 2023 ; and

WHEREAS, the Service Agreement included a container delivery fee of \$85.00 and \$300.00 per month for twice per week removal and disposal; and

WHEREAS, the Service Agreement included an extra yardage fee of \$55.00 and an extra pickup fee of \$65.00; and

WHEREAS, Waste Pro agreed to indemnify, defend, and save the City of Jackson harmless from and against any and all liability which it would be responsible for or pay out as a result of bodily injuries including death, property damage, or any violation or alleged violation of law arising out of the negligent act, omission, or willful misconduct of Waste Pro or its employees; and

WHEREAS, services commenced immediately; and

WHEREAS, Waste Pro assigned the City of Jackson the following account number: 020772; and

Agenda Item # 19
May 7, 2024
(Wade, Lumumba)

WHEREAS, Waste Pro sent the City of Jackson a billing statement dated December 15, 2023 containing the following charges:

Description of charge	Amount
Invoice #0000268707	\$658.97
Invoice #0000270587	\$313.07
Paper Invoice Fee	\$ 3.00
Late Payment Fee	\$ 9.75
01/01/2024-01/31/2024 Fontload 4 Yard solid Waste Service	\$300.00
Total	\$1,284.79

And;

WHEREAS, subsequent to sending the billing statement on December 15, 2023, Waste Pro sent the account to A.R.M. Solutions, Inc., for collection; and

WHEREAS, on January 19, 2024, A.R.M. Solutions, Inc., sent the City of Jackson a communication advising that the sum of \$1,118.05 was due as of *January 17, 2024*; and

WHEREAS, the A.R.M. Solutions, Inc. billing appears to have pro-rated the fee for the month of January; and

WHEREAS, in addition to the \$1,118.05, the sum of \$35.00 was added resulting in a total of \$1,153.05; and

WHEREAS, Waste Pro removed the container and has ceased providing services to the City of Jackson; and

WHEREAS, the best interest of the City of Jackson would be served by the payment of \$1,153.05 to Waste Pro's collecting agent A.R.M. Solution, Inc.; and

WHEREAS, the services previously provided by Waste Pro are now being provided by the vendor providing collection and disposal services related to household waste; and

WHEREAS, Waste Pro's cessation of services and referral of the account for collection in less than forty- five (45) days from receipt of the December 15, 2023 suggests that it intended to terminate the contract;

IT IS HEREBY ORDERED that the emergency procurement for the collection and removal of dead animal carcasses is ratified and payment in the amount of \$1,118.05 to Waste Pro's collection agent A.R.M. Solutions, Inc. is authorized.

IT IS FURTHER ORDERED that the contract with Waste Pro is terminated as a result of the services being provided by the vendor contracted to provide the household waste collection and disposal services.

OFFICE OF THE CLERK OF COURTS
JACKSON, MISSISSIPPI
[Handwritten Signature]

POINTS		COMMENTS	
1	Brief Description/Purpose	Waste Pro provides disposal dumpster containers for Animal Control as they dispose of animal carcasses	
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Suitable designated waste receptacle for animal carcasses	
3.	Who will be affected	JPD Animal Control Department	
4.	Benefits	Ensures safety for the staff, community and environment	
5.	Schedule (beginning date)	Upon Council approval	
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	All Wards CITY WIDE	
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Animal Control	
8.	COST	\$1,153.05	
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Fund 001.442.23.6419	
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____	

Office of the City Attorney
455 East Capitol Street

Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
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OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE EMERGENCY PROCUREMENT OF DEAD CARCASS REMOVAL SERVICES FROM WASTE PRO; AUTHORIZING PAYMENT FOR SERVICES RENDERED TO A.R.M. SOLUTIONS INC., WASTE PRO'S COLLECTING AGENT IN THE AMOUNT OF \$1,153.05** is legally sufficient for placement in NOVUS Agenda



Drew Martin, City Attorney



Date



Carrie Johnson, Senior Deputy City Attorney

OFFICE OF THE CITY ATTORNEY



Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT
Office of the Chief of Police

Assistant Chief of Police
Vincent Grizzell

Memorandum

To: Joseph Wade, Chief of Police

Joseph Wade

Via: Michael X. Outland, Sr., Captain of Planning and Research *(absent) 2/21/2024 @*

From: Cleopatra Norris, Fiscal Affairs Officer

Date: February 21, 2024

Re: Order Authorizing Payment to Waste Pro

This memo is a request to have payment ratified in the amount of \$1,153.05 for vendor Waste Pro. Waste Pro provides containers for animal carcasses disposal for Animal Control for the Jackson Police Department. The Emergency Order was requested and signed by Mayor Lumumba and Chief Wade in September. However, the order never made it on the agenda for statement of vote from City Council. Waste Pro has since picked up the dumpster container until payment is received.

See attached documentation.



Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT
Office of the Chief of Police

Assistant Chief of Police
Vincent Grizzell

Memorandum

To: Chokwe Lumumba, Mayor

From: Joseph Wade, Chief of Police

Date: February 21, 2024

Re: Order Authorizing Payment to Waste Pro

This memo is a request to have payment ratified in the amount of \$1,153.05 for vendor Waste Pro. Waste Pro provides containers for animal carcasses disposal for Animal Control for the Jackson Police Department. The Emergency Order was requested and signed by Mayor Lumumba and Chief Wade in September. However, the order never made it on the agenda for statement of vote from City Council. Waste Pro has since picked up the dumpster container until payment is received.

See attached documentation.



A.R.M.
SOLUTIONS, INC.

California License No.: 10207-99



Jpd Animal Control
3000 SAINT CHARLES ST
JACKSON, MS 39209-5133

Our information shows you had a Waste Pro account with account number 020772.

As of January 17, 2024, you owed:	\$1,118.05
Between January 17, 2024 and today:	
You were charged this amount in interest:	+ \$0.00
You were charged this amount in fees:	+ \$35.00
You paid or were credited this amount toward the debt:	- \$0.00
Total amount of the debt now:	\$1,153.05

January 19, 2024

Agency Account Number: 005787749

The creditor listed above, values your business. Unfortunately, due to the delinquency of your account, your referenced debt has been forwarded to us to resolve. The creditor's records indicate that you have an outstanding balance for the amount listed above.

A.R.M. Solutions, Inc. is a debt collector. We are trying to collect a debt that you owe to Waste Pro. We will use any information you give us to help collect the debt.

How can you dispute the debt?

- **Call or write to us by March 3, 2024 to dispute all or part of the debt.** If you do not, we will assume that our information is correct.
- **If you write to us by March 3, 2024, we must stop collection on any amount you dispute until we send you information that shows you owe the debt.** You may use the form below or write to us without the form. You may also include supporting documents.

What else can you do?

- **Write to ask for the name and address of the original creditor, if different from the current creditor.** If you write by March 3, 2024, we must stop collection until we send you that information. You may use the form below or write to us without the form.
- **Go to www.cfpb.gov/debt-collection to learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you.

How do you want to respond? Check all that apply:

- | | |
|---|---|
| <input type="checkbox"/> I want to dispute the debt because I think: | <input type="checkbox"/> I enclosed this amount: \$ _____ |
| <input type="checkbox"/> This is not my debt. | Make your check payable to Waste Pro |
| <input type="checkbox"/> The amount is wrong. | Include the reference number 020772. |
| <input type="checkbox"/> Other (please describe on reverse or attach additional information). | |
| <input type="checkbox"/> I want you to send me the name and address of the original creditor. | |

Mail this form to:



Waste Pro - Jackson
ATTN: COLLECTIONS DEPARTMENT
PO Box 12189
Jackson, MS 39236

A.R.M. SOLUTIONS, INC.
P.O. BOX 2929
CAMARILLO, CA 93011-2929
(805) 617-0115
Electronic Service Requested

Jpd Animal Control
3000 SAINT CHARLES ST
JACKSON, MS 39209-5133





0605 - Waste Pro - Jackson
 4517 Methodist Home Rd
 Jackson, MS 39213-4202
 (601) 981-9950

JPD ANIMAL CONTROL
 3000 SAINT CHARLES ST
 JACKSON MS 39209-5133

Detail of Payments and Charges

Current	0-30 Days	31-60 Days	61-90 Days	Over 90
\$312.75	\$313.07	\$0.00	\$658.97	\$0.00

Dates	Description	Qty	Charge
10/15/2023	Invoice #0000268707		\$658.97
11/15/2023	Invoice #0000270587		\$313.07
12/15/2023	Paper Invoice Fee		\$3.00
	Late Payment Fee		\$9.75
Site 020772 JPD Animal Control 140 Outer Cir			
01/01/2024 - 01/31/2024	Frontload 4 Yd - Solid Waste Service	1	\$300.00
Site Total:			\$300.00
Total:			\$1,284.79

Account Details

Account #/ Invoice#: 020772/0000272423
 Invoice Date: 12/15/2023
 Balance Forward: \$972.04
 Payments: \$0.00
 Adjustments: \$0.00
 New Charges: \$312.75
 Total Amount Due: \$1,284.79



Important Message

There will be a 3% Service Charge added to any Credit Card Payments. We continue to offer free payment by paying using your Bank Account information in our online bill pay portal.



GO PAPERLESS!

Sign Up for Invoice Notifications!

- Convenience
- Security
- Accessibility
- Savings

Log on to our website at www.wasteprousa.com click on Online Bill Pay on the right of the page. Choose your location and create an account. You can make payments and set up paperless billing. You can access your account anytime anywhere. An explanation of the Environmental Recovery Fee is available in the SUSTAINABILITY section on our website www.wasteprousa.com

**PAYMENT DUE UPON RECEIPT
 LATE PAYMENT FEES WILL BE ASSESSED IF PAYMENT
 IS NOT RECEIVED ON OR BEFORE 1/14/2024**

Your service will be interrupted within 10 business days for non payment.

If you have questions about your invoice, please call our Customer Service Representatives at (601) 981-9950. Please detach and return this portion with your payment.



0605 - Waste Pro - Jackson
 4517 Methodist Home Rd
 Jackson, MS 39213-4202
 (601) 981-9950

6766000158 PRESORT PBPS001

JPD ANIMAL CONTROL
 3000 SAINT CHARLES ST
 JACKSON MS 39209-5133

Remittance Section

Account Number: 020772
 Invoice Number: 0000272423
 Invoice Date: 12/15/2023
 Amount Due Now: \$1,284.79
 Amount Enclosed: \$ _____

Please put your account number on your check and make payable to WastePro or to pay online go to www.wasteprousa.com/bill-pay/

Waste Pro - Jackson
 PO Box 12189
 Jackson, MS 39236-2189



060500000207720000272423001284799



**** PAST DUE NOTICE ****



December 18, 2023

JPD ANIMAL CONTROL
3000 SAINT CHARLES ST
JACKSON MS 39209-5133

Customer Account Number: 020772
Total Amount Due: \$1,284.79

THIS IS AN ATTEMPT TO COLLECT A DEBT
Our records indicated that your account is currently
64 Days Past Due

Dear JPD Animal Control

Upon review of our records, we show an outstanding balance on your account which is over 60 days past due. Please be advised that your account has been placed on service interruption due to non-payment.

We urge you to remit your total account balance within five (5) business days to avoid further collection efforts and prevent additional applicable fees. Should your account be closed due to non-payment, your account may be charged a reactivation fee in addition to your total account balance.

You may take advantage of our website by logging on to: www.wasteprousa.com/bill-pay to make a payment as well as other options you may find useful to manage your account. Or you may make a payment over the phone (processing fee applies) by contacting our office. If you have already sent your payment, please disregard this reminder.

Thank you in advance for your prompt attention in this matter. We greatly appreciate your business and look forward to serving you for many years to come.

Sincerely,
Waste Pro USA, Inc.

DATE	INVOICE #	\$ AMOUNT
12/15/2023	0000272423	\$312.75
11/15/2023	0000270587	\$313.07

Page 1 of 2

PLEASE DETACH AND RETURN THE BELOW PORTION WITH YOUR PAYMENT.



605- Waste Pro Jackson, MS
PO Box 12189
Jackson, MS 39236
601-981-9950

Return Service Requested

Remittance Section

Account Number: 020772
Date: 12/15/2023
Amount Due Now: \$1,284.79
Amount Enclosed: \$ _____

7004000015 PRESORT PBPS001
[Barcode]

JPD ANIMAL CONTROL
3000 SAINT CHARLES ST
JACKSON MS 39209-5133

Please put your account number on your check and make payable to WastePro or to pay online go to www.wasteprousa.com/bill-pay/

WASTEPRO
PO Box 12189
Jackson, MS 39236



06050000020772000000000000001284795



RESIGNS/RENEWALS
 NEW OWNER

Service Agreement

TEMPORARY
 PERMANENT

A. CUSTOMER SITE INFORMATION											
Site Name: JACKSON POLICE ANIMAL CONTROL						Effective Date: SEPTEMBER 13, 2023			Account #:		
Service Address: 140 OUTER CIR						Service Area: JACKSON			Salesperson: RENEE' P CURTIS		
City/State: JACKSON, MS				Zip Code: 39209		Contact Name: CHIEF DERIC HEARN					
Email: deric.hearn@city.jackson.ms.us				Telephone: 601-960-1951		Fax:			Mobile:		
B. BILLING INFORMATION											
Billing Name: ATTN: JACKSON POLICE ANIMAL CONTROL						P.O. # Required? Y / N					
Billing Address: PO BOX 17						Billing Cycle:			Customer Payment:		
City/State: JACKSON, MS				Zip Code: 39205		Contact Name: CHIEF DERIC HEARN					
Email: deric.hearn@city.jackson.ms.us				Telephone: 601-960-1951		Fax:			Mobile:		
C. EQUIPMENT / SERVICE SPECIFICATIONS											
Qty	Service Type	Material	Size	Freq.	Compact Y/N	Locks	Wheels	Gates	Rate	Schedule	
1	FL	SW	4Y	2XW					\$300.00	<input checked="" type="checkbox"/> Month <input type="checkbox"/> Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
										<input type="checkbox"/> Month <input type="checkbox"/> Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
OLD SCHEDULE OF SERVICE											
										<input type="checkbox"/> Month <input type="checkbox"/> Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
										<input type="checkbox"/> Month <input type="checkbox"/> Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
D. ADDITIONAL FEES											
Locker:				Easters:		Delivery: \$85.00			Relocate: \$85.00		
Franchise Fee:						Disposal Per-Ton:					
Additional Yardage Fee: \$55.00				Extra Pickup: \$65.00		Roll-off box not active after days:			per day service charge:		
A fuel recovery and environmental compliance cost recovery charge, calculated as a percentage of the Charge(s), will be included on your Invoice. ***** NO FUEL OR ENVIRONMENTAL *****						Roll-off container will have a per-pull charge and a minimum of tons disposal charge.					
						Dry-Run-Fee:					

"LOCATION STAMP HERE"

Other Instructions: ***** 36 MONTH SERVICE AGREEMENT *****

WASTE PRO USA

PO BOX 12189

Special Service: PLACE IN CORRAL

JACKSON, MS 39236

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

X
Customer Signature
X
Print Name

X
Date

RENEE' P CURTIS
Waste Pro Representative
RENEE' P CURTIS
Print Name

SEPTEMBER 7, 2023
Date

TERMS & CONDITIONS ON THE REVERSE

WP / Manager Initials
7/2023

1. **SERVICE RENDERED; WASTE MATERIALS.** Customer grants Company the exclusive right to provide equipment and services to collect and dispose of and/or recycle all of Customer's Waste Materials for the full Term as set forth in Section 2. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/decharacterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which Company has approved in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under any federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times.

LOADING RESTRICTIONS. Customer must adhere to recommended safety precautions when loading container. This includes, but is not limited to, weight restrictions, capacity limits, and material restrictions as stated above. Materials must be loaded into the container in order to be removed. Customer shall not compact the contents of Company's container when loading it or after Waste Materials are placed in it. Service will not be rendered until these requirements are met.

2. **A. TERM (Permanent).** The initial term of this Agreement is sixty (60) months from the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional periods of sixty (60) months each unless either party gives to the other party written notice of its intention to not renew at ninety (90) days prior to the end of the then-existing term.

B. TERM (Temporary). This agreement shall remain in force for the duration of the project.

For purposes of this Agreement, "Term" shall mean either the initial sixty (60) month term, any renewal term, or the term of the project, whichever the case may be.

3. **SERVICES GUARANTY.** If Company fails to perform the services described within 120 business days of its receipt of written demand from Customer, Customer may terminate this Agreement as provided in Section 9, with the payment of all monies due through the termination date.

4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Upon receipt of the invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted over the Term as noted herein. Company reserves the right to charge a late fee no greater than that allowed by law on balances not paid within thirty (30) days of the date of the invoice. Customer agrees that Company may increase the amounts charged for the services rendered under this Agreement to adjust for increases in the Consumer Price Index. Customer also agrees to pay liquidated damages of \$100.00 for every Customer waste tire that is found at the disposal facility. Because disposal, fuel, materials, and operations costs constitute a significant portion of the costs of the services provided, Customer agrees that Company may increase the amounts charged to account for increases in transportation costs due to changes in location of the disposal facility. Customer also agrees that Company may also increase the amounts charged to account for increases in the average weight per container yard of Waste Materials, increases in Company's costs due to changes in taxes, fees or other governmental charges assessed against or passed through to Company (other than income or real property taxes), whether those increases are directly or indirectly associated with Customer's specific account, and changes in the values associated with recyclable materials. Other pricing changes will be effective only with the consent of the Customer, either written or oral, with the other provisions of the Agreement remaining in full force and effect. Company reserves the right to charge an additional fee if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restart Fee. Company reserves the right to charge a fee no greater than that allowed by law on all Customer checks returned for insufficient funds. The Company may increase the charges to the Customer in the event that the weight of Customer's Waste Materials exceeds seventy-five (75) pounds per cubic yard.

5. **SERVICE ADDRESS CHANGE.** If Customer changes its service address during the Term, this Agreement shall remain valid and enforceable as to services rendered at Customer's new service location if such location is within Company's service area.

6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and to its contents while at Customer's location. Customer shall not compact, overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including

pavement, subsurface, curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

7. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Materials, after the date of this Agreement, in a facility owned by a subsidiary of Waste Pro provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by a negligent act, negligent omission or willful misconduct of the Customer or its employees, agent or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

8. **RIGHT OF FIRST REFUSAL.** Customer grants Company a right of first refusal as to any offer of services similar to those provided hereunder which Customer receives (or intends to make) upon completion of the Term of this Agreement. Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it. Additionally, if Customer desires to recycle, Company has the right of first refusal as to that service.

9. **DEFAULT.** If, during the Term, either party shall materially breach any provision of this Agreement, the non-breaching party may provide written notice of such breach to the breaching party and demand the breaching party cure such breach within ten business (10) days. Upon any such failure to cure within the cure period provided herein, the non-breaching party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice. If the breach is non-payment by Customer, Company may elect to suspend services until the past due amounts have been paid, with this election being an additional remedy, not to the exclusion of the termination right described herein.

10. **ARBITRATION.** Customer agrees that, upon the request of Company, any dispute or controversy between the parties that in any way arises out of or relates to this Agreement or Company's provision of goods or services to the Customer will be determined by binding arbitration that is conducted consistent with (but not through) the guidelines of the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any arbitration award shall be final and binding and may be entered in any court having jurisdiction. If a court of competent jurisdiction, or an arbitrator with authority to adjudicate the matter, should declare all or any part of this arbitration provision invalid or unenforceable, then the remainder of this arbitration provision shall be valid and enforceable to the fullest extent permitted by law. *In the absence of this arbitration provision, you may have otherwise had an opportunity to litigate claims in court and/or to have claims decided by a jury.* Within thirty (30) days of receipt of this arbitration provision, Customer can elect to opt out of this provision (that is, to exclude it from this Agreement) by sending a written notice to Company by certified mail to Waste Pro USA, Inc., 2101 West SR 434, Suite 315, Attention Corporate Counsel, Longwood, FL 32779 stating that Customer wishes to opt out of this arbitration provision.

11. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment; and the affected party shall be excused from performance during the occurrence of such events; (b) The rights and obligations under this Agreement cannot be assigned or transferred by Customer, including assignment or transfer to a third party agent of Customer such as a property management company or broker, without the prior written consent of Company, which may be withheld in Company's sole and absolute discretion; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreement, whether written or oral, that may exist between the parties; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; and (e) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement. In the event Company successfully enforces its rights against Customer under this Agreement, Customer shall pay Company's attorneys' fees and costs.

X _____ Customer initials

**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**


I. REQUEST

The Jackson Police Department Small Animal Control Unit provides the City of Jackson effective respond to deceased animals on the roadways and throughout the city. The Small Animal Control Unit is a vital part of the city cleanup of deceased carcasses.

The impact of not disposing of the deceased carcasses in a timely manner could lead to environmental waste problems throughout the city. The Jackson Police Department proposes a one-year contract with Waste Pro USA, for a total cost of \$3,600.00 per year.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize contracts to acquire decease carcass disposal, pursuant to Section 31-7-13 of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Deputy Chief Deric Hearn, Waste Pro's proposed contract and pricing schedule. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer, as evidenced by the signatures below.


Joseph Wade
Chief of Police, Jackson Police Department

09.13.23
Date



acct: 001.442.23.6992

II. REVIEWED AND APPROVED



Toni Martin
City Attorney

9/22/23

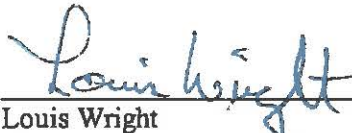
Date



Ffidelis Malembeka
Chief Financial Officer

09/22/23

Date



Louis Wright
Chief Administrative Officer

9/22/23

Date

III. DECLARATION OF EMERGENCY

I hereby determine that the immediate threat to the sustainability and functionality of the Jackson Police Department and the delay incident in obtaining competitive quotes to obtain Decease carcass waste disposal could cause an adverse impact upon the City of Jackson, Mississippi, and citizens constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and that a contract to obtain decease carcass waste disposal and implementation services are authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective 9/22, 2023



CHOKWE A. LUMUMBA
Mayor

9/22/23

Date

20

4-29-24
CITY ATTORNEY

ORDER RATIFYING THE ACCEPTANCE OF ACCIDENT RECONSTRUCTION TRAINING FROM THE DEPARTMENT OF PUBLIC SAFETY FOR THE CITY OF JACKSON'S POLICE DEPARTMENT AND AUTHORIZING PAYMENT FOR SAID SERVICES.

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, pursuant to Section 31-7-13 of the Mississippi Code Annotated (1972), as amended is not applicable and this item does not include commodities; and

WHEREAS, The Department of Public Safety provided Accident Reconstruction training to the City of Jackson Police Department on November 11, 2023 – December 7, 2023, for the employees of the Jackson Police Department totaling an amount of One Thousand Dollars (\$1,000.00).

IT IS HEREBY ORDERED that the acceptance of provided Accident Reconstruction training to the City of Jackson Police Department from The Department of Public Safety is hereby ratified, and payment in the amount of One Thousand Dollars (\$1,000.00) for the Accident Reconstruction Training is authorized.

APPROVED FOR AGENDA:

Agenda Item # 20
May 7, 2024
(Wade, Lumumba)

POINTS		COMMENTS								
1.	Brief Description/Purpose	ORDER RATIFYING THE ACCEPTANCE OF ACCIDENT RECONSTRUCTION TRAINING FROM THE DEPARTMENT OF PUBLIC SAFETY FOR THE CITY OF JACKSON'S POLICE DEPARTMENT AND AUTHORIZING PAYMENT FOR SAID SERVICES.								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	CRIME PREVENTION								
3.	Who will be affected	JACKSON POLICE DEPARTMENT								
4.	Benefits	TO TRAIN OFFICERS IN THE FIELD OF ACCIDENT RECONSTRUCTION								
5.	Schedule (beginning date)	UPON COUNCIL APPROVAL								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ ▪ Project limits if applicable	ALL WARDS CITYWIDE N/A								
7.	Action implemented by: ▪ City Department ▪ Consultant	JACKSON POLICE DEPARTMENT CITY LEGAL								
8.	COST	\$1,000.00								
9.	Source of Funding ▪ General Fund X ▪ Grant ▪ Bond ▪ Other	Fund 001.442.40.6473								
10.	EBO participation	ABE	_____%	WAIVER	yes	_____	no	_____	N/A	_____
		AABE	_____%	WAIVER	yes	_____	no	_____	N/A	_____
		WBE	_____%	WAIVER	yes	_____	no	_____	N/A	_____
		HBE	_____%	WAIVER	yes	_____	no	_____	N/A	_____
		NABE	_____%	WAIVER	yes	_____	no	_____	N/A	_____



Assistant Chief of Police
Vincent Grizzell

JACKSON POLICE DEPARTMENT
Chief of Police Joseph Wade

Assistant Chief of Police
Wendell Watts

Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Joseph Wade, Chief of Police

A handwritten signature in dark ink, appearing to be "JW", is written over the name "Joseph Wade" in the "From" field.

Date: Tuesday, April 16, 2024

Re: Agenda Item Payment of MLEOTA Invoice

I am submitting this agenda item for ratification of the payment to the Department of Public Safety for Accident Reconstruction training provided to the Jackson Police Department. The payment is \$1,000. This training was provided to certify an officer as an Accident Reconstructionist.



DPS - MLEOTA Invoice

SERVICE FOR MONTH OF : DEC 2023

INVOICE NO : 90139280
DATE : 12/12/23

CUSTOMER : 1000000225
JACKSON PD
DPS00488000
327 E. PASCAGOULA STREET
JACKSON MS 39201
USA

REMIT TO :
Dept. of Public Safety
PO Box 958
JACKSON MS 39205
USA
CONTACT :

SPECIAL INSTRUCTIONS :

Accident Reconstruction Level III
11/27/23-12/7/23
Kourtney Kell

****FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE****

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111800001	MLEOTA - Tuition	1	EA	\$ 1,000.00	\$ 1,000.00
TOTAL AMOUNT DUE :						\$ 1,000.00

MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371400000 AGENCY: 1711

PAST DUE
2nd Attempt
1/16/24

**MISSISSIPPI LAW ENFORCEMENT
OFFICERS' TRAINING ACADEMY**

This is to certify that

Kourtney Danyell Kelly

Has successfully completed course requirements for

Accident Reconstruction Level III

Conducted by the Mississippi Law Enforcement Officers' Training Academy

Pearl, Mississippi

November 27 -- December 7, 2023


Director, Training Academy


MHP Colonel Randy Ginn


Instructor Stephen Causey

OFFICE OF THE CITY ATTORNEY
3m 4-29-24

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE ACCEPTANCE OF ACCIDENT RECONSTRUCTION TRAINING FROM THE DEPARTMENT OF PUBLIC SAFETY FOR THE CITY OF JACKSON'S POLICE DEPARTMENT AND AUTHORIZING PAYMENT FOR SAID SERVICES** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Bridgette Morgan, Deputy City Attorney 

4/30/24

Date

21

ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY'S OFFICE OF HIGHWAY SAFETY FOR A GRANT IN THE AMOUNT OF \$233,884.00 AND ACCEPT AWARDED FUNDS FOR OCCUPANT PROTECTION, DUI, AND DISPATCHER SERVICES

Whereas Section 21-17-1(8) of the Mississippi Code authorizes a municipality to expend municipal funds to match any state, federal or private funding for any program administered by the State of Mississippi, the United States government, or any nonprofit organization that is exempt under 26 USCS Section 501©(3) from paying federal income tax; and

Whereas, if a municipality is authorized to expend municipal funds to match any state funding for programs administered by the State of Mississippi, it logically follows that municipalities are authorized to apply and receive funds for programs of the State of Mississippi; and

Whereas, the Mississippi Department of Public Safety Office of Highway Safety has monies available for a program designed to promote highway safety; and

Whereas, the Office of Highway Safety's program is designed to enforce the use of seatbelts, discourage driving under the influence, and enforce other safety laws; and

Whereas, the Jackson Police Department recommends that an application be submitted to the Mississippi Department of Public Safety Office of Highway Safety for a grant during the performing period October 1, 2024- September 30, 2025, for a program titled Occupant Protection, Police, DUI Officers, and Dispatcher Traffic Services; and

Whereas, the Jackson Police Department recommends that funding in the total amount of \$233,833 be requested, which will be used as follows:

Funding purpose	Amount
Overtime or regular compensation of officers	\$150,679.00
Overtime or regular compensation of grant manager	\$ 5,484.00
Overtime or regular compensation of dispatchers	\$ 6,400.00
Training and conference travel for DUI Officers	\$ 6,600.00
DigiTicket electronic ticketing solution equipment	\$ 64,721.00
Total Funding Request	\$233,884.00

Whereas, if approved for funding, the City of Jackson will be required to conduct not less than 87 checkpoints during a quarter; and

Whereas, if approved for funding, the City of Jackson will be required to conduct not less than 100 saturation patrols during a quarter; and

Whereas, the City will be required to engage in three (3) enforcement blitz periods during Christmas/New Year's, Memorial Day, and Labor Day by conducting checkpoints and/or saturation patrols; and

Whereas, the City of Jackson will be required to engage in two sustained enforcement blitz periods during Super Bowl Sunday, the 4th of July, and any additional sustained enforcement periods coordinated by the Mississippi Office of Highway Safety by conducting checkpoints and/or saturation patrols during the state campaigns; and

ate
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OFFICE OF THE CITY ATTORNEY

Agenda Item # 21
May 7, 2024
(Wade, Lumumba)



Whereas, the State will have the right to monitor and pre-audit any and all claims presented for reimbursement; and

Whereas, if funding is provided, a Final Closeout Report must be submitted on or before November 15, 2025; and

Whereas, equipment must be ordered within ninety days of project implementation; and

Whereas, property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, title holder, acquisition date, and cost; and

Whereas, no matching funds are required for receipt of the funding; and

Whereas, the best interest of the City of Jackson would be served by authorizing the submission and execution of the application by the Mayor; and

Whereas, the best interest of the City of Jackson would also be served by authorizing the Mayor to accept any awarded funds and documents necessary for receipt of any funds awarded;

IT IS THEREFORE ORDERED that the Mayor is authorized to submit an application to the Mississippi Department of Public Safety's Office of Highway Safety for a grant in the amount of \$233,884.00; and

IT IS THEREFORE ORDERED that the Mayor shall be authorized to accept any awarded funds and execute documents necessary for the receipt of the funds.

APPROVED FOR AGENDA:

BY: WADE, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET January 29, 2024
DATE

	POINTS	COMMENTS
1	Brief Description/Purpose	Order Authorizing The Mayor's submission and acceptance of the FY 2025 MOHS Mississippi Office of Highway Safety Grant, administrated by the State of Mississippi Department of Public Safety, for \$233,884.00.
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrasfructure and Transportation Quality of Life	Crime Prevention
3.	Who will be affected	City of Jackson

4.	Benefits	To improve the safety and well-being of the citizens of Jackson.				
5.	Schedule (beginning date)	As per grant guidelines				
6.	Location: WARD CITYWIDE (yes or no) Project limits if applicable	ALL WARDS CITY WIDE and Surrounding areas.				
7	Action implemented by: City Department Consultant	Jackson Police Department				
8.	COST	Grant Funds with no matching funds required.				
	Source of Funding General Fund Grant Bond Other	State of Mississippi Department of Public Safety, MOHS				
10.	EBO participation	ABE	WAIVER	yes	no	NIA
		AABE	WAIVER	yes	no	
		WBE	WAIVER	yes	no	
		HBE	%	WAIVER	yes yes	no no
		NABE		WAIVER		no

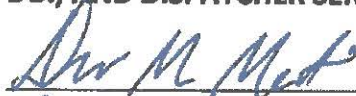
Office of the City Attorney
455 East Capitol Street

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE MISSISSIPPI


DUI, AND DISPATCHER SERVICES is legally sufficient for placement in NOVUS Agenda



Drew Martin, City Attorney

4/1/24

Date



Carrie Johnson, Senior Deputy City Attorney

DEPARTMENT OF
PUBLIC SAFETY'S

OFFICE OF HIGHWAY SAFETY FORA GRANT IN THE
AMOUNT OF \$233,884.00 AND TO ACCEPT AWARDED FUNDS FOR OCCUPANT PROTECTION,

OFFICE OF THE CITY ATTORNEY




Chief of Police JACKSON POLICE DEPARTMENT Assistant Chief of Police Joseph Wade Administrative Services Bureau Wendell Watts

Memorandum

To: Joseph Wade, Chief of Police *JWD 2-12-24 (approved)*
Via: Wendell Watts, Assistant Chief of Police, Operations Bureau *W Watts 2-9-24*
Michael Outland, Captain, Planning and Research *M.O 2-9-24 Approved*
Cleopatra Norris, JPD Fiscal Manager
hbsea+
From: Belinda Hall, Grants Unit *BH 2/9/2024*

Date: Friday, February 9, 2024

Subject: FY 2025 State of Mississippi Department of Public Safety and Mississippi Office of Highway Safety Grant and Implementation Program

The City of Jackson Police Department is requesting the submission and acceptance of the FY 2025 State of Mississippi Department of Public Safety and the Mississippi Office of Highway Safety Grant and Implementation Program for 222,000.00. If awarded the equipment listed in the grant will be purchased following state and local purchasing laws.


This award will be used to assist the City of Jackson Police Department with the Community Policing concept, overtime to increase arrests in Occupant Protection, Seatbelts, Child Restraint, DUI's, and Click It or Ticket for police officers and special events. This is a reimbursement grant for salaries (overtime).

Should you have any questions or concerns, please do not hesitate to contact me.

Chief of Police JACKSON POLICE DEPARTMENT Joseph Wade
Administrative Services Bureau



Memorandum

TO: ~~CHOKWE A. LUMUMBA, Mayor~~
FROM: Joseph Wade, Chief of Police 
Date: Friday, February 9, 2024
Subject: FY 2025 State of Mississippi Department of Public Safety and
Mississippi Office of Highway Safety Grant and Implementation Program

The City of Jackson Police Department is requesting the submission and acceptance of the FY 2025 State of Mississippi Department of Public Safety and the Mississippi Office of Highway Safety Grant and Implementation Program for 222,000.00. If awarded the equipment listed in the grant will be purchased following state and local purchasing laws.

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Should you have any questions or concerns, please do not hesitate to contact me.

FY25 MOHS POLICE TRAFFIC SERVICES GRANT APPLICATION (402)

Mississippi Office of Highway Safety

152 Watford Parkway Drive

Canton, MS 39046

Phone: (601)391-4900

mohs@dps.ms.gov

1. Applicant Name:
City of Jackson
Jackson Police Department

Mailing Address:
327 East Pascagoula St. /po Box 17
Jackson, MS 39205

Telephone: 601-960-4045/601-960-0729

E-Mail: bhall@jacksonms.gov/juang@city.jackson.ms.us

2. Date: 01/23/2024

3. Beginning and Ending Dates:

X Full Grant: (October 1, 2024 - September 30, 2025)

Mini Grant: (April 1, 2025 - September 30, 2025)

Special Wave (May 1, 2025 - June 30, 2025)

4. Subgrant Payment Method:
Cost Reimbursement Method

5. UEI#- GNNPTtOYM8

6. Congressional District- 2ND

7. Program Title: Police Traffic Services

8. The following funds will be proposed for FY25 funding:

A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	Officers, dispatchers & Grant Manager(B. Hall)	(1) Federal	\$162,563
(2) Personal Services-Fringe (State Only)		(2) State	
(3) Contractual Services		(3) Local	
(4) Travel		(4) Other	\$6,600
(5) Equipment	digiTicket electronic ticketing solution & shipping	10	\$64,721
(6) Commodities			
TOTAL		TOTAL	\$233,884

9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:

Project Identification
Contractual
Commodities

Proposed Countermeasures
Travel
Fringe (State Agency Only)

Personal Services
Equipment

All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.

10. Approved Signature of Authorized Official (Mayor/Board of Supervisor President/Commissioner) for Jurisdiction to Apply:	MOHS USE only:
Signature _____ Date _____	
Print Name:	
Title:	

The Mississippi Office of Highway Safety is requesting the information below to determine if an applicant has prior experience with the same or similar sub-awards.

This section must be filled out completely for all project applications.

Please answer YES or NO to the questions below.	YES	NO	N/A
Has the agency had federal or state grants similar to the MS Office of Highway Safety grant?	X		
Has the agency had at least 3 years' experience with federal grants?	X		
Has the department staff remained unchanged during the 2024 grant year (October 2023 — current)?	X		
Has the agency administration remained unchanged during the 2024 grant year? For example, is the Authorized Signatory Official, Sheriff, and/or Chief the same individual from (October 2023 — current)?	X		
Is the agency accounting system the same as the 2023 grant year (October 2022 — September 2023)?	X		
Has the agency received a federal award <u>directly</u> from a federal awarding agency (the Department of Justice, NHTSA, or another federal agency)? If YES, answer the questions below. If <u>NO</u> type N/A for the questions below.	X		
If your agency receives federal awards directly from a federal awarding agency, does the agency receive monitoring from that Federal awarding agency? For example, does your agency receive monitoring "directly" from the Department of Justice, NHTSA, or another federal agency? Please note, this question is not pertaining to the sub-grantee monitoring conducted by the Mississippi Office of Highway Safety. (If this question is not applicable to your agency, select N/A)	X		
If your agency receives direct monitoring from a Federal awarding agency, did the federal agency determine that there were no financial or compliance issues? (If this question is not applicable to your agency, select N/A)	X		

Problem Identification: Location

This section must be filled out completely for all project applications.

City Name:	City of Jackson
County Name:	Hinds
Surrounding Counties:	Copiah, Rankin, Madison, and Warren
Troop District:	C and M
Number of Officers In Agency:	263
Number of Officers to Work Grant:	140
Number of Square Miles:	732
Number of Population:	165,000
Major Roadways in the Area:	Interstate 20, 55 and 220 US Highways 49, 51 and 80

Problem Identification Summary:

Police Traffic Services (402 PT) - Police Traffic Services enforcement projects are for seatbelt, child restraint, and speed related activities, programs, and projects.

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high unbelted and speed areas, high fatality/injury/crash areas, college/universities, factories, community events, etc. Please limit to 350 words for the Problem Identification Summary.

As Mississippi's Capital City, Jackson is the state's largest metropolitan area and the center of the financial, cultural, educational, business, and governmental activity of the entire state. Thus, it has significant and complex traffic problems. With a population in the tri-county metropolitan area of 400,000 and Jackson's population being nearly 165,000, streets and thoroughfares are highly utilized. A very large percentage of those living in the metro area, but outside of Jackson, are employed within the City and frequent it during their leisure time. Major state and interstate highway systems run through Jackson with Interstate 55 and 20 intersecting within the city. In keeping the Jackson Police Department's community policing concept, funding is requested for 130 officers, 10 Officers for Traffic, 2 dispatchers, 1 grant data entry person and 3 DUI officers' overtime to increase arrests in DUI's, Occupant Protection, Seatbelts, Child Restraint Enforcement, Click It or Ticket Projects and all Community Events.

Problem Identification

A. Proposed Countermeasures

The City of Jackson requests assistance from the Office of Highway Safety to implement DUI enforcement, Occupant Protection, Seatbelt, Child Restraint Enforcement, Click It or Ticket Project and all community events.

Joseph Wade, Chief of the Jackson Police Department, is fully committed to the philosophy of community policing which brings the police and community into a closer working relationship.

In order to implement the community policing concept and maximize the Jackson Police Department's resources, two hundred (264) Sworn Officers are deployed to the police precincts in the City of Jackson. This major deployment is meant to enhance the department's community policing efforts by placing all available sworn officers on Jackson's streets and in the community. The officers were all reassigned to the Patrol Division to increase their visibility and contact with citizens.

The Jackson Police Department would like to structure its DUI Enforcement/Occupant Protection, Seatbelt, Child Restraint Enforcement, Click It or Ticket Project and community events to be compatible with the community policing efforts presently being implemented. This would mean having all police precincts give priority attention to the above enforcements and to target those areas within the respective precincts where the problems are the greatest. The funding of additional equipment and overtime hours by the Department of Public Safety would assist in achieving this objective.

Presently, the Police Department has two (2) intoxilyzers with both (2) being assigned to a DUI mobile unit. Individuals will immediately be taken to the closes intoxilyzers to be administered the DUI test. Mobile DUI units will be deployed when needed on off duty hours.

Further, funding is being requested to pay polices overtime to increase enforcement. Wednesday through Sunday nights, between the hours of 10:00 p.m. and 3:00 a.m. we will also, assign some officers to patrol the Interstates, Highways and targeted areas in early mornings and evenings, since data analysis indicates most problems occur during these times.

The City of Jackson has a safety belt policy and will work to increase usage of belts and child restraint devices through this program. The Jackson Police Department will work to implement the child restraint law and seat belt law to the fullest. The safety belt policy will also be enforced during the morning and evening hours.

Now that the State of Mississippi has a statewide safety belt law, greater emphasis will be placed on enforcement.

B. Goals and Objectives

The overall goals of the enforcement project proposed by the City of Jackson are the reduction of fatalities and injury accidents, the increase of public awareness of the severity of DUI's and the increase usage of seat belts and child restraint devices.

The Jackson Police Department has established the following measurable objectives:

1. To increase DUI arrest by 10% to 20% during the project year.
2. To increase enforcement on a comprehensive, consistent, and uniform basis throughout all police precincts. This will be achieved by payment of police overtime to target problem days and hours.

3. To increase seat belt and child restraint device usage. Presently, the Jackson Police Department is unable to estimate usage. As part of this project, the reporting ability of the Jackson Police Department will be increased.
4. To increase awareness at local government employee level of the City of Jackson's seat belt usage policy and to push toward 100% usage during the project year.
5. To further reduce traffic fatalities as much as possible.

C. Tasks

1. Target areas for enforcement in locations known to have a high incident of DUI's and other activity.
2. Roadblocks with targeting of DUI enforcement child restraints and seat belt usage.
3. Targeting interstates, highways, and intercity streets.
4. The Jackson Police Department Public Information Officer will assist in media and community awareness for this entire program.

D. Evaluation

The City of Jackson will submit quarterly progress reports within (15) days after the end of each quarter or as directed by gantee. All required reporting, DUI affidavits and all accident reports required by law will be forwarded in the prescribed time frame to the Mississippi Department of Public Safety. The Jackson Police Department has a Data Analysis Unit which is capable of providing a large combination of data in order to measure the project's progress. The Jackson Police Department will maintain the necessary statistical information on DUI fatality crashes and written traffic tickets for comparison to the past three years. The Deputy Chief of Patrol Operations will be responsible for delivering the statistical evaluation data to Mrs. Belinda Hall, Grant Manager and will be reviewed by Mr. Gray; Director of Grants who will ensure that Ms. Belinda Hall the Grant Manager/data entry person for the grant will get all required data information to the Office of Highway Safety and ensure they receive it in a timely manner.

The Jackson Police Department will participate in any special events that the Office of Highway Safety sponsored observances such as holidays, special events, surveys, and reporting. Also, traffic enforcement is necessary to directly impact fatalities and injuries which includes all aspects of traffic enforcement in the combined areas of Occupant Protection, Child Restraint and Speed. Jackson Police Department Traffic Service programs will work the national priority program blitz campaign Click It or Ticket.

During Saturation Checkpoints or Sobriety Checkpoints, the Department takes advantage of the opportunity to pass our safety literature to all motorists and vehicle occupants concerning the dangers of driving while under the influence. The Department also uses the Quality-of-Life Unit which consists of three patrol officers who provide Crime prevention information and education across the city through Community meetings and media outlets.

E. Training

Training will be given to all officers using intoxilyzers and they will be required to maintain a state certificate to operate the intoxilyzers. All command staff will be trained on the required documentation needed to ensure that the project is a success.

Please use 2021 fatality and injury crash data.

Target for Enforcement Project-Police Traffic Services (402PT : Please select "reduce or maintain".

The jurisdiction/agency will (reduce or maintain) the number of unbelted fatalities from 7 in 2021 to 5 by the end of 2025.

The jurisdiction/agency will (reduce or maintain) the number of unbelted injuries from 47 in 2021 to 10 by the end of 2025.

The jurisdiction/agency will (reduce or maintain) the number of speed fatalities from 6 in 2021 to 2 by the end of 2025.

The jurisdiction/agency will (reduce or maintain) the number of speed injuries from 156 in 2021 to 40 by the end of 2025.

Performance Measures for Enforcement Project: Continuation Projects should use 2023 grant funded citation data, if available. If your agency has never applied for grant funds or has not applied in several years, please state your "grant funded" citations at "0". Please select "increase or maintain".

(Increase or Maintain) the number of grant funded Seatbelt citations from 495 in FY23 to 200 in FY25.

(Increase or Maintain) the number of grant funded Child Restraint citations from 6 in FY23 to 25 in FY25.

(Increase or Maintain) the number of grant funded Speed citations from 4000 in FY23 to 7000 in FY25.

Strategies for Project:

- Conduct at least 350 checkpoints during year. (Enforcement Only)
- Conduct at least 100 saturation patrols during year. (Enforcement Only)

Performance Measures:

Issue 50 grant funded Seat Belt citations in FY25.

Issue 25 grant funded Child Restraint citations in FY25.

Increase the number of grant funded DUI Arrest from 300 in FY23 to 325 in FY25.

Increase the number of grant funded DUI Other (Drug) Arrest from 25 in FY23 to 50 in FY25.

- Generate Earned Media
- Publicize patrol activities results (after occurrence)
Attend Troop LEL Network Meeting
- Participate in the National blitz campaigns with enhanced PT enforcement: Click It or Ticket Memorial Day
- Participate in the State blitz campaigns with enhanced PT enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

FY25 Proposed Program Coordination:

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant. NOTE: The signatory official is the Mayor, Board of Supervisors President, or Commissioner

Name of Chief/Sheriff/Partner: Joseph Wade	Chief	Name of Project Director: Belinda Hall
Phone Number: 601.960.1217		Phone Number: 601.960.4045
Email Address: jwade@jacksonms.us		Email Address: bhall@jacksonms.gov
Name of Financial Manager: Cleo A. Norris		Name of Signatory Official: Mayor Chokwe A. Lumumba
Phone Number: 601.960.1115		Phone Number: 601.960.1084
Email Address: cnorris@jacksonms.us		Email Address: calumumba@jacksonms.gov

FY25 Proposed Program Coordination:

Proposed Project Staff for Grant Responsibilities:

Submit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines.

Unallowable Personnel Expenses for FY25: Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY25 for local law enforcement agencies. Fringe benefits is only allowable for state agencies.

The Special Traffic Enforcement (STEP) Officer(s) work Overtime Enforcement Only grants. On this project, the STEP officer is defined as a non-individual officer. All grant-funded hours worked as a STEP Officer must be over and beyond the officer's normal work hours for his/her agency.

Personnel Title:	% of Time	Regular Rate of Pa	Overtime Rate of Pa	# of Hours	Total:
Police Officer Level 1	100	23.80	35.70	100	
Police Officer Level 2	100	24.50	36.78	100	
Police Corporal / 3-DUI Officers	100/100	25.96	38.94	100/200	
Police Sergeant	100	27.40	41.10	100	
Dispatchers	100	16.25	32.50	100	
Grants Manager	100	22.03	44.06	100	

The regular and overtime rate of pay noted above should be the rate of pay the officer is paid by your agency. The rate of pay should not be increased for grant purposes. If approved for funding, all pay rates requested for reimbursement will be verified with the agency check stub and/or agency payroll documentation.

STATE AGENCY ONLY...

Fringe Amounts: When a State enforcement agency includes overtime salary or wages, traffic safety funds can pay for the additional cost of fringe benefits (FICA and Retirement only). Submit information for proposed fringe amounts per project staff that will be funded with federal funds under the grant agreement.

Personnel:	Fringe Item (FICA and/or Retirement):		Total
Total Fringe:			0.00

FY25 Proposed Contractual Services Expenses:

Include a detailed assessment of contractual services within the program area in which you will be applying. Also, include a cost estimate for all contractual needs (rental, shipping costs, etc.). All expenses must be in accordance to current state and federal guidelines.

Type of Contractual Service Expenses:	Quantity/Amount of Service/Amount per Month:	Total Costs of Expenses:
Total Contractual Service Expense:		0.00

FY25 Proposed Travel Expenses:

include a detailed assessment of travel needs within the program area in which you will be applying. Also, include a cost estimate for all travel needs airfares hotels hotel taxes. per diem. mileage, parking a ge. and gratuity). All expenses must be in accordance to current state and federal guidelines.

Type of Travel:	Number of People:	Cost:	Total:
Storm Conference	3 Certified DUI Officers	3@\$2200	\$6,600
Total Travel Expense:			\$6,600

FY25 Proposed Equipment:

Grant funding must be tied to performance, data, and problem identification. Applicants that are requesting equipment only applications will not be funded. Please list the cost for each piece of equipment requested.

Important Note: MOHS defines major equipment as "each item \$1,000.00" or more. All computers regardless of value are considered equipment. All other items must be requested under Commodities.

Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application, please include quotes (0 to \$5,000.00 requires one quote, over \$5,000.00 requires two quotes) for the equipment, equipment descriptions and a thorough explanation of the use of the equipment and how it will impact the target and the agency problem identification.

All equipment must be approved by MOHS and/or NHTSA, be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

Unallowable equipment for FY25: Guns, Ammunition, Uniforms, Vehicles, Body Armor. and Body Cameras. Radar and Lidars are unallowable under alcohol/impaired funding sources.

Type of Equipment:	# Requested:	Cost Per Item Quote Required :	Line Total:
digiTicket electronic ticketing solution	10 (including installation)	\$6,472.10	\$64,721
Total Equipment Expense:			\$64,721

Needed Equipment Purchase:

The Jackson Police Department's Patrol Operations Unit would like to purchase the above digiTicket System (Quote is attached). This equipment advances the traffic units with new technology that will speed up the citation process. It will allow the patrol officers to be more productive and efficient while on patrol.

FY25 Proposed Commodities:

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also, include a cost estimate for all additional grant expenses (mouthpieces, gloves, traffic safety cones, flashlights, reflective safety vests, etc.). All expenses must be in accordance to current state and federal guidelines.

Federal guidelines require commodities purchased must be essential to the project. If any commodities are requested in the application, please include quotes (0 to \$5,000.00 requires one quote, over \$5,000.00 requires two quotes) for the commodities, commodities descriptions, and a thorough explanation of the use of the commodities and how it will impact the target and the agency problem identification.

Type of Commodity Expenses:	Quantity	Cost Per Item Quote Re uired :	Total of Expense:
			0.00
Total of Commodity Expenses:			

Mississippi Office of Highway Safety

MOHS FY25 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted, as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment, and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment, and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes, and injuries.

Submission of Financial Audit

All applicants for the FY25 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If your agency doesn't meet the requirement for an A-133 Audit, you should submit the most recent financial audit. If an audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY25 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS, and applicant. Certifications and assurances will be included in the Grant Agreement.

digiTICKET'

electronic ticketing solution

10 Unit Handheld Solution Price Quote for the: Jackson Police Department

Juan Gray
Grant Administrator



January 20, 2024

SALTUS

TECHNOLOGIES

Proposal Prepared by:

Todd McConnell

Regional Sales
Manager

985.285.3933 mobile

Saltus
Technologies 907 South
Detroit, Suite 820 Tulsa, OK
74120

e*ecfrontc dcketing

January 20, 2024

Mr. Juan Gray
Jackson Police Department

RE: digiTICKET' 10 Unit Handheld Price Quote (Purchase and Monthly SaaS Options)

Dear Mr. Gray,

Thank you for your interest in digiTICKET. I appreciate the opportunity to provide pricing for a complete digiTICKET eCitation solution.

The proposal includes:

- 10 unit digiTICKET handheld solution pricing which will utilize the following:
 - 10 each Rugged Zebra handheld tablets
 - 10 each Brother RJ4230 4" Printers with rugged hanging cases
- This proposal includes pricing for standard XML eCitation data exports to Kologik and a court application. If the current solution has a standard XML import, Saltus will build the export to meet the import requirements. Automation of these exports has been included. Additional exports can be provided. Please confirm availability of imports and related fees with agencies CAD/RMS and Court vendors.
- On-site training has been included using a train-the-trainer approach.
- This proposal includes hosting of the solution by Saltus Technologies. Saltus will maintain servers, maintenance, and data backup.
- This solution includes:
 - Uniform Mississippi Citation and parking citation
 - Standard scofflaw / repeat offender utilities are included in this solution
 - Demographic data capture
 - Workflow for ticket approvals (i.e. FTO approvals)

Saltus Technologies is solely focused on developing and offering digiTICKET to public safety agencies. digiTICKET is now used by over 450 agencies in 22 states and supports agencies as small as 3 sworn officers and as large as 500 officers. digiTICKET has been used to issue over 10 million citations and warnings over the past 13 years.

Saltus has best reputations in the industry when it comes to customer service, and we are proud to claim EVERY customer as a reference.

I am pleased to provide you with the attached quote for our digiTICKET electronic ticketing solution. Saltus provides a money back guarantee on purchases. If, within the first 12 months, the police department is not satisfied digiTICKET equipment can be returned for a full refund.

Saltus offers digiTICKET as a customized, turnkey solution and is the only eCitation vendor to offer their solution as a "Service." This quote provides two pricing options:

1. Standard Purchase — the police department can purchase the hardware, software licenses and implementation services from Saltus. This option requires ongoing costs associated with software maintenance and support, new hardware when needed, hosting and paper costs.

digiTICKET⁰

ücketlmg sotuNon

2. digiTICKET Solution as a Service (dSaaS) — with this option, there is zero up front cost, and the police department simply pays a monthly usage fee. All digiTICKET costs are included in the monthly fee — hardware, software, implementation services, maintenance and support, paper, hosting, even new hardware. If additional units are needed over time the monthly fee can

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e4ecYonic

simply be adjusted as necessary based on quantity (tiered pricing applies). With this option, Saltus owns the hardware and is responsible for managing warranties, etc. The dSaaS option has no contract term. There are no limits to the number of users or tickets written. The entire solution can be returned to Saltus without penalty with a 60-day written notice.

The following document provides a price quote and additional information for the 10 unit solution described above and expires 60 days from the date above.

I appreciate your interest in digiTICKET and look forward to working with you to assist in your decision process. If you have any questions or need any additional information, please do not hesitate to contact me directly.

Sincerely,

Todd McConnell
Regional Sales Manager
985.285.3933 mobile

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electronic ticketing

About Saltus Technologies, LLC

Saltus Technologies, LLC (Saltus) is solely focused on developing and marketing our electronic ticketing solution digiTICKET'. Saltus' mission is to help our customers increase productivity and gain efficiencies through the use of digiTICKET. 'Saltus' is Latin, for "to jump forward." Our customers, through the implementation of digiTICKET, can expect to take a big leap forward in productivity and cost reductions.

After spinning off from another mobile software development company in early 2010, Saltus has grown its customer base to over 450 agencies in 22 states, Customers range from the 500 Kansas Highway Patrol Troopers using digiTICKET on laptop computers to small Police Departments sharing 2 handheld devices. Overall, Saltus customers now issue over 100,000 citations per month combined.

Saltus is the only eCitation company to offer their solution as a service. Initially launched as a procurement option in early 2011, the "digiTICKET Solution as a Service" (dSaaS) procurement option has been successful with both large and small agencies. Through this model, agencies can typically use expense budgets instead of going through the lengthy capital budget approval process.

Why digiTICKET, Why Saltus?

We believe digiTICKET provides distinct advantages to our customers:

Efficiency — digiTICKET eliminates handwriting errors and reduces the amount of time required to process tickets by utilizing barcode scanners and electronically exporting data to Records Management and Court Case Management systems.

Ease of use — digiTICKET was designed with the assistance of law enforcement personnel and has been enhanced over the years based on officer and agency feedback. We believe it is the most user-friendly solution on the market today.

Highly Configurable — digiTICKET has continually been enhanced over the years to be as flexible and configurable as possible. digiTICKET can be configured to exactly match your agency's current processes and tickets can be designed to match your agency's requirements. Interfaces can be built to the specifications of your RMS or Court system. To date, Saltus has deployed interfaces to over 75 different systems.

Customer Service — Saltus has earned the best customer service reputation in the eCitation market. We encourage you to contact any Saltus customer to discuss our responsiveness and customer service capabilities.

Experience — Although a small company, the Saltus team has over 175 combined years of experience configuring, deploying, and supporting digiTICKET.

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Focus - The last, but possibly one of the most important reasons why digiTICKET makes the most sense for your agency, is because Saltus is focused solely on electronic ticketing. We are not distracted by developing and marketing other products to other industries.

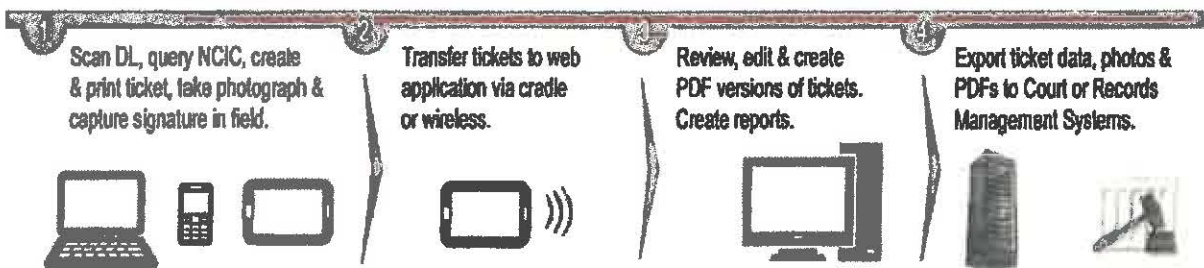
@ digiTICKET Solution Overview

digiTICKET is a mobile software application that automates the process of writing and processing citations for law enforcement agencies. digiTICKET mobile software can run on laptops or tablets. Tablets are ruggedized and can be shared among officers. digiTICKET has been used to issue over 8 million citations over the past 10 years.

How digiTICKET Works

The digiTICKET solution utilizes a barcode scanner to scan violator driver licenses, capture vehicle information and assign violations to the offender. Saltus also offers the option of interfacing with RMS mobile applications to share NCIC/NLETS query data and use it to populate person and vehicle fields in digiTICKET. Once tickets have been completed, they are printed on a mobile thermal printer and given to the offender. Handhelds and tablets offer the ability to capture an electronic signature, photograph, GPS coordinates and voice notes. Tickets are then synchronized to the digiTICKET server via a network data connection. Once on the digiTICKET server, tickets can be managed and reproduced in PDF format, reports can be generated and ticket data can be electronically moved to Court and Records

Management System(s) eliminating manual, redundant data entry. The server application is web based and can be accessed from any PC with an internet/network connection.



Benefits of digiTICKET

Improved Officer Safety - More law enforcement officers die in traffic-related incidents than from any other single cause of death. digiTICKET can reduce the amount of time required to issue tickets by more than 50% reducing officer exposure to roadside hazards.

Higher Productivity - Officers who utilize electronic ticketing can "free up" more than 50% of the time they would spend writing tickets by hand. This means more patrol time and improved public safety.

digiTICKETO solution

Increased Revenue by Reducing Ticket Errors - An estimated 5-10% of all tickets are dismissed due to errors in the ticket writing process. digiTICKET can reduce or eliminate illegible and uncollectable citations.

Automate the Ticketing Processes - Agency and court ticket processes rely on officers submitting fully completed tickets within required time frames, digiTICKET helps agencies automate problem areas.

ticketing

digiTICKET Price Quotes

THIS Quote

Please refer to Appendix A: digiTICKET Solution Scope for a detailed description of the proposed solution.

Option 1: Purchase Option

The purchase price for the digiTICKET solution includes digiTICKET software licenses, software implementation and training services, custom configuration services (if applicable), required hardware, paper, and hosting fees (if applicable). This procurement option requires ongoing costs associated with annual maintenance and support, new hardware when needed, hosting and paper

digiTICKET Purchase Price Quote			
Software License Fees	Units	Fee	Total
digiTICKET Server License - includes Kologik Export	1	5,000	5,000
digiTICKET Mobile Client Licenses	10	700	7,000
Additional RMS / Court Export License(s): To Be Determined	1	2,000	2,000
Software License Fees		see above	14,000
Customer Discount (Software)			(2,800)
TOTAL Software License Fees			11,200
Professional Services Fees	Units	Fee	Total
Standard implementation and training services	1	7,500	7,500
Configuration of additional printed ticket formats (additional formats)	1	1,000	1,000
Configuration of approval process tab on web application	1	1,000	1,000
Configuration of auto-exporter total exporters)	1	1,500	1,500
Design and creation of custom pre-printed ticket back (4" paper only)	1	500	500
TOTAL Professional Services Fees			11,500
TOTAL hardware costs (devices, peripherals, warranties, etc.) **	1	36,821	36,821
Annual hosting services (recurring)	1	1,200	1,200
TOTAL PURCHASE PRICE (ear 1)			60,721

Recurring Annual Fees			
	Component Units	Fee	Totals
Annual Maintenance & Support Fee - Hosted by Saltus (25 units or less)	10	25%	2,800
Hosting Services (annual fee)	1	1,200	1,200
TOTAL RECURRING ANNUAL FEES (beginning Year 2)			4,000

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Explanation of Purchase Fees:

The following components make up the pricing provided above.

Software Licenses Fees:

- digiTICKET Server Software — 1 license is required regardless of the number of client licenses o Includes one manual RMS or Court System Export license ● digiTICKET Mobile Client Software — 1 license is required for each device running digiTICKET ● digiTICKET Mobile to RMS Mobile Interface — 1 license is required for each device using the interface

NOTE: This interface enables digiTICKETto access person/vehicle query data from RMS or CAD mobile software applications. This capability is highly dependent on the quality and consistency of data being provided by the RMS mobile software. Because digiTICKET must rely on the RMS software and because the format of data returned from the state message switch can vary so widely, Saltus cannot guarantee 100% accuracy of returned data. To configure this interface, Saltus developers use actual return datasets provided by the customer for each state being configured. A minimum of 5 person and vehicle returns (more than 5 will increase accuracy of the interface) must be provided by the customer to allow developers to create parsing algorithms for each state being configured. The standard interface includes instate returns and 2 additional states of your choosing. Additional states can be added for an additional cost.

- Additional Exports — 1 license is required for each additional data export (per instance of the 3rd party software)

NOTE: Fees charged by RMS or Court system vendors are not included as part of this proposal and will need to be negotiated separately between the agency and each respective vendor.

Professional Services:

- Standard Implementation and Training Services include project management, requirements gathering, basic system configuration, quality assurance testing, user acceptance software testing, end user training and the deployment of digiTICKET.
- Other services related to non-standard configuration tasks, are included based on our knowledge of your requirements. They include: o None noted

Hardware:

- Hardware items such as rugged tablet computers, USB barcode scanners, thermal printers and associated warranties, cables, etc.
- See line-item hardware quote on following page for specifics related to quote above.

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NOTE: The use of existing tablet computers, barcode scanners and/or printers must be approved by Saltus. If approved, customer must provide a minimum of two of each existing device types for system configuration and testing purposes.

NOTE: Saltus does NOT provide hardware Installation services. The Customer is responsible for installing all hardware.

Paper:

- digiTICKET prints to thermal printers. Saltus provides premium thermal paper with high temperature ratings and extended archive-ability (typically 10 to 20 years).
- 4" wide paper is sold by the roll. Each roll contains 60 to 75 pages per roll (depending on the length of the ticket)

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electronic ticketing

- Standard deployments include pre-printing the back of the ticket with violator instructions. This is an optional capability requiring a one-time setup fee.
- Pre-printed ticket paper has a 50-roll minimum order quantity.

Hosting:

- The server application is web based. Saltus utilizes Rackspace to provide hosting services. See additional information on following pages. Hosting fees are paid annually and are considered part of ongoing maintenance and support fees.
- Hosting can be performed by the customer but requires an onsite server and additional implementation services fees. No hosting fees would apply.

Recurring Annual Fees:

- Annual Maintenance and Support fees are paid annually beginning in year 2 and are a percentage of the total software license fees.
- The percentage is greater if the customer hosts the server application on site.

Hardware Included in Quote:

DETAILED HARDWARE QUOTE			
Item Name	Qty	Unit Price	Total
Rugged Mobile Computers			
Rugged Mobile Computers			
Zebra TC58 Rugged Android Handheld			
Zebra EVM, TC58, WWAN 5G FRI, ORS, WIFI 6E, 6" Display, 4GB RAM/64GB ROM, Standard SE 4720 Imager, 8 MP 16MP RFC, Warm swap battery, 4400 MAH Batte	10	2,132.85	21,328.50
Zebra EVM, Onecare Service, 3 year com rehensive (hardware and software)	10	360.84	3,608.40

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Zebra EVM, TC58 rugged boot	10	52.88	528.80
Zebra EVM, Cigarette lghter adapter, 5", 2.5A, two type a USB ports	10	43.49	434.90
Thermal Ticket Printers			
Brother Ru edJet 4230 Bluetooth Thermal Printer			
Rugged-Jet 4230BL Kit: 4" DT Printer w/USB, Serial& Bluetooth MiFi Includes Printer, LiON bat, 2 ear Premier Warranty, belt clip & CPCL	10	734.12	7,341.20
Rugged]et 4 - 3 year warranty; I-Year Premium Service (initial service plus 1 addt'l ear)	10		470.10
Vehicle Power Adapter (cigarette lghter) 10' leghth	10	27.39	273.90
Carrying Case			
Taylor Made work board carrying cases for TC58 Case/RJ4230	10	128.47	1,284.70
Thermal Paper			
Thermal Paper; continuous roll, high temp, perforated, price per roll	100	13.00	1300.00
Sub-Total:			36,570.50
Shipping Costs:			250.00
Total Hardware:			\$ 36,820.50

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Option 2: digiTICKET Solution as a Service (dSaaS)

The following dSaaS quote includes the exact same software, sewices, hardware, ongoing maintenance and support, hosting, etc. (and discounts, if applicable) as described in the purchase procurement option above.

"digiTICKET Solution as a Service" (dSaaS) Price Quote			
Item Description	Units	Per Unit	Total
Tablet/Handheld Configurations	10	219	\$ 2,190
TOTAL MONTHLY FEE			\$ 2,190
Items Below Included In Monthly Fee			Units
All required server, mobile client and interface software licenses	10		
Annual software maintenance and support services	1		
Annual hosting services	1		
Replacement hardware as needed	10		
Kologik RMS interface license	1		
To Be Determined CMS interface license	1		
Standafd implementation and trainin services	1		
Configuration of additional printed ticket formats (additional formats)	1		
Confi uration of approval process tab on web application	1		

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Configuration of auto-exporter (total exporters)	1
Design and creation of custom pre-printed ticket back (4 ¹¹ paper only)	1
Price above includes all customer discounts shown in Purchase price, if applicable. NOTE: Travel & living expenses associated with on-site training will be billed separately, as actual.	

Saltus offers a pre-payment discount for customers that choose to pay either 6 months or 12 months in advance.

6 month pre-payment offers a discount of 2%: \$ (526) annual discount
12 month pre-payment offers a discount of 4%: \$ (1,051) annual discount

Explanation of the digiTICKET Solution as a Service Procurement Option:

The dSaaS option is not a lease, but a "pay-for-use" model, It offers the following benefits:

- Zero up-front cost for hardware, software and implementation and training services. After onsite training Saltus will begin invoicing on a monthly basis.
- Custom interfaces, reports and other functionality can also be rolled into the monthly service pricing.
- Police department pays a per-unit, per-month fee — annual or semi-annual pre-payment discounts are available. If the agreement is canceled before the end of the pre-payment period, Saltus will refund the appropriate amount based on the cancelation date.

NOTE: Saltus offers a 2% discount for 6-month pre-payments and a 4% discount on annual prepayments.

- Saltus owns the hardware — the police department does not have to manage devices, warranties, or ongoing variable costs.
- Saltus will replace defective equipment at no additional cost.
- Saltus will refresh old equipment as its useful life ends — as jointly agreed upon by Saltus and the customer.
- The customer is responsible for lost, damaged or stolen equipment. In the event of a loss, Saltus will provide the customer with new equipment and invoice the customer for the depreciated value of the hardware based on an estimated useful life of 48 months.

NOTE: The use of existing tablet computers, barcode scanners and/or printers must be approved by Saltus. If approved, customer must provide a minimum of two of each existing device types for system configuration and testing purposes.

NOTE: Saltus does NOT provide hardware installation services. The Customer is responsible for installing all hardware.

- No contract term obligation — if the customer is dissatisfied at any point with Saltus or digiTICKET you can provide a 60-day written notice and return all hardware with no penalty.
- Additional units can be added or subtracted at any time with a simple adjustment to the monthly invoice.
- If the customer chooses to implement under the dSaaS option now, and then purchase the system at a later date, a portion of dSaaS payments received will be applied to the purchase price — percentages vary depending on number of Service payments made. 25% of total payments will be applied after 6 months. 50% of payments will be applied after 12 months.
- Saltus agrees to abide by the basic terms of this services agreement for a term of five (5) years from the date of execution.

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Software Overview:

Mobile Client Software

- Configured to match the agency's requirements/process.
- Extremely easy to use, runs on laptops or tablets
 - Tickets can be issued in a disconnected state — no data connection is required
- Capable of writing tickets using multiple ticket formats — traffic, parking, code enforcement, city, or state tickets
- All officer, court and violation information automatically updated upon secure login by officer, allowing for the sharing of devices between officers
- Includes an electronic book of tickets that have been issued to the officer from the digiTICKET web application
- Includes an up-to-date electronic list of charges — including a "favorites" list for fast data entry
- "Lookup" tool for charges not included in favorites list
- Can issue as many as 8 charges on one screen — configurable to meet the agency's guidelines



Figure - digiTICKET on a OT

Research Windows

Tablet ● Ticket numbering can be handled multiple ways to meet the agency's guidelines

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- Designate individual violations as warnings or flag as other types of violations such as "Grant" tickets
- Optional database of street addresses to ensure uniform locations on tickets

- Easy to use step by step procedure to create tickets
- Drop down lists ensure accurate data entry

- Scans barcodes on driver licenses and military IDs from across the United States, Mexico, and Canada
- Captures photo and electronic signature of violator

- Save in-process tickets and finish later
- Copy information from a previous ticket to start another
- Ability to change to and from "night mode," reversing contrast to limit nighttime brightness

- Automatic notification of repeat offenders (scofflaw)

- Captures GPS coordinates of each stop

- Provides officers with ability to capture racial profiling information and make notes after a traffic stop — available to, or hidden from, court personnel

- Ticket information can be customized to meet each agency's needs and processes

- Printed ticket is easily customized to exactly match agency's requirements

- Includes software for remote diagnostics and updates

- Training typically takes less than 2 hours for novice computer users

- Optional capabilities include NCIC/NLETS queries (real time data connectivity is required) and interfaces to RMS mobile software field reporting applications



Figure 2 - digiTICKETO on Panasonic CF31

@ Sewer Software

- Web based software that can be accessed from any PC with Internet/network access
- Secure login and data transfer and multiple levels of user authorizations

- Dashboard reporting of ticketing activity

- Review, edit, approve, void, or decline tickets
- Search for tickets or warnings by officer, shift, squad, violator, court date, ticket date and many more.

- Reproduce exact copies of tickets in PDF format with signatures, court disposition information, and photos

- Print PDFs on standard office printers or store and send electronically

- View a map of stop locations (captured using GPS capable devices)

- Edit, create, or inactivate municipal ordinances and state statutes

- Issue tickets to officers or run audit reports of assigned ticket numbers

- View, print or export reports of specific ticket data (custom reports available)

- Export citation data to Records Management or Court systems through web-based utility — optionally include PDF copies of tickets, pictures, etc.

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- Automatically export data and deliver to the RMS in a predefined location, or interface to 3rd party systems through web services — optional capability
- Manage court dates for multiple court types for up to a year in advance
- Set court date rules such as docket size or lead time — for all or individual court dates/types
- Create an unlimited number of user types with a

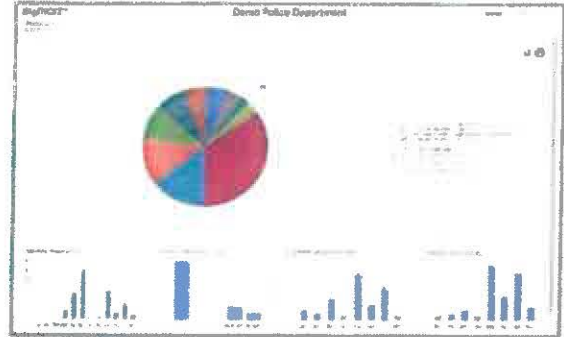


Figure 3 — digiTICKET Dashboard

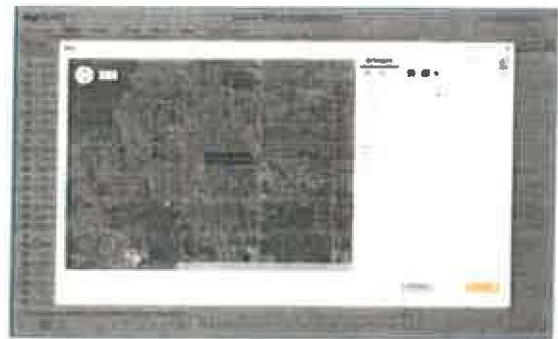


Figure 4 — digiTICKET Ticket Mapping

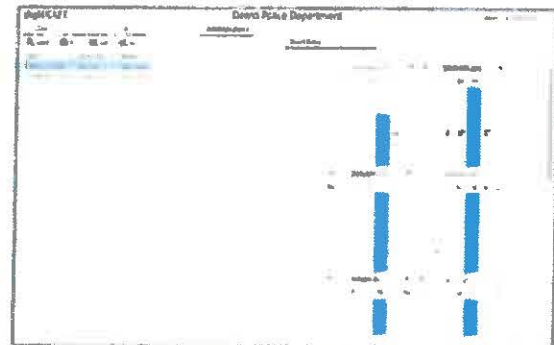


Figure 5 — digiTICKET Court Calendars

very detailed user-based permissions system — based on user type (i.e., officer, supervisor, prosecutor, court clerk, etc.)

- Group users by troop, shift, squad, division, etc.

Data Synchronization

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- The digiTtCKET solution requires an internet/network data connection to synchronize tickets to the server. This is typically a full-time connection located where the units are maintained. The units do not require a connection when they are in use in the field.

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Recommended Hardware

Saltus has designed digiTICKET to be "device agnostic" — meaning that we purchase "off the shelf" hardware and load the software on the devices. digiTICKET can be configured to utilize any number of computers and printers. Typically, digiTICKET is deployed on a Windows 7/10 laptop or tablet with the proper data capture capabilities (barcode/magnetic stripe scanner, Bluetooth communication, touchscreen, etc.). Tickets can be printed on any type of mobile printer — thermal or otherwise.

Server Configuration

The digiTICKET web application runs on a Microsoft Server with an SQL Server database. digiTICKET is typically hosted by Saltus (through a 3rd party hosting provider — more information found below) who provides maintenance, storage, backups, and SQL licensing. However, it can also be hosted by the agency. Specific server and connectivity requirements can be supplied upon request.

The following hardware configuration is recommend based on Saltus' current understanding of your agency's needs:

Zebra TC58 Ruqqed Handheld Tablet



- Android operating system
- 6.0 in. Full High Definition; 1080x 2160; LED back-light; 600 NITS; optically bonded to touch panel
- Integrated ID/2D barcode scanner and 8MP rear camera
- 4GB RAM/64GB UFS Flash;
- Integrated GPD Module with Concurrent Reception of GPS
- Qualcomm 6490 octa-core, 2.7 GHz

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- Device dimensions: 6.48 in. L x 3.04 in. W x 0.66 in. H
- Device weight: 10.3 oz./293 g with standard battery ● IP68 and IP65 with battery per applicable IEC sealing specifications
- Cameras: Front—8 MP; Rear—16 MP autofocus

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Brother RuggedJet 4230

- Fast print speed of up to 5 inches per second
- Tough Construction - IP54 certification and 6 ft. drop protection mean that water, dust, or drops will not affect the printer's operation under normal conditions
- Versatile Functionality - Prints on labels and receipts from 2 inches wide to 4 inches wide
- Two year, "bumper-to-bumper" warranty * — Brother will fix the problem or provide a replacement printer
- Ergonomic design — Easy to load media and intuitive interface controls
- Low maintenance costs — Highly reliable direct thermal technology uses fewer moving parts than other printing technologies ● Low consumable costs — There are no ink or ribbons to replace
- Wide range of connectivity options — USB, Serial, and Bluetooth[®]
- 203 dpi resolution
- Support for ID and 2D barcodes



Taylor Made Custom Work Boards/Holsters

- Custom made for Saltus to hold the DT362GL handheld device and Bluetooth thermal printers ● Work boards enable officers to easily store and transport ticket writers and printers — includes multiple mounting options

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- Taylor Made provides custom work boards and holsters made from durable ballistic materials and stainless-steel clips and rings.
- These cases can be custom designed to specific vehicle requirements.



There are many options for mounting printers in a vehicle. If requested, Saltus can provide pricing for the mounting option of your choice. Please note that Saltus does not provide installation services.

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Printed Ticket Sample

Saltus designs tickets to look as much like traditional handwritten tickets as possible. This maintains a level of comfort with officers, court administrators as well as violators.

- Ticket fronts and backs are customized based on agency requirements.
- Tickets can be printed in 4" wide or full 8 ½ x 11" formats. 4" tickets can be deployed with preprinted backs containing violator instructions. 8.5 x 11" tickets can be printed with the entire citation on the front side (similar to the Court's PDF copy below).
- Tickets can also be printed on a standard printer from the digiTICKET web application. These can include signatures, pictures, and Court disposition information (see sample below).

Implementation and Support Services

The Saltus Solution Delivery Methodology is used for all solution deployments. This is a structured process that ensures that all possible issues and all requirements are jointly identified by Saltus, and customer resources and all system configuration changes are approved by the customer prior to any work being performed by Saltus engineers. This process ensures that Saltus and the customer are always on the same page and that expectations are being met throughout the entire process.

The activities contained within this methodology are as follows:

- Requirements Definition: Saltus will facilitate a workshop with subject matter experts from various customer departments to ensure that the solution is configured specifically the way the customer wants it.
- System Configuration: Once all requirements are documented, digiTICKET is then configured to meet the customer's specific needs. This includes the setup of all ordinances, user roles and permissions, printed ticket formatting, mobile client configuration, report development, interface creation and testing, etc.
- User Acceptance Testing: Once configured, Saltus will then facilitate a User Acceptance Testing session in a classroom setting with key customer personnel. This session is conducted to ensure that the system is configured as requested by the customer.
- Training Programs
 - Saltus offers complete training services, documentation, and on-going training support,
 - Customized User Guides (printed and on-line)
 - Training sessions are customized to meet each customer's needs
 - digiTICKET Trainers have extensive experience working in the field with users of mobile software, hardware, and web-based applications
 - Training approaches include Train the Trainer, Groups, and one-on-one instruction
 - Sessions can be scheduled around shifts with follow-up training completed as required
 - Personal Web-based video training is also available
 - Satisfaction with training is guaranteed for each agency
 - Support and Maintenance Programs
 - Saltus provides tier 1 technical support for software and hardware
 - digiTICKET configuration and installation is completed by Saltus (we can also provide installation of Wi-Fi access points).
 - Standard support responses generally result in a resolution within the same day
 - 24/7/365 phone and email support are available at no extra charge
 - Each agency has access to Web-based customer portal for issue tracking and knowledge base
 - Device Management
 - Complete Maintenance and Warranty programs are available for hardware

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- Saltus provides turnkey management of devices and offers replacement units if a device is out of service for maintenance
- Utilization of remote device management software for upgrades and support • Deployment
- After training, the solution is deployed and Saltus then provides end user support and system maintenance and updates for the life of the maintenance and Support Agreement.

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digiTICKET Hosting Infrastructure

Saltus partners with one of the largest managed hosting providers in the world: Rackspace. By partnering with (J rockspace

Rackspace, Saltus has elevated our expertise and support well beyond those of other providers. With more than 6,000 'aosrnc servers currently running Microsoft SQL, Rackspace has established itself as the expert in database servers. Being awarded the Microsoft Hosting Provider of the Year three times reaffirms their standing. Your entire hosting environment—from hardware, to network, OS and databases are monitored and supported by the leaders in IT hosting. Hosted services ensure that users can access digiTICKET and eliminate the costs associated with maintaining a server.

In over five years of hosting digiTICKET production environments, Rackspace has never had an unscheduled outage. In partnership with Rackspace, Saltus offers the highest level of security and dependability:

Server Access and Security:

- Tier 1 datacenter/Physical Security: Data center access limited to data center technicians; Biometric scanning for controlled data center access; Security camera monitoring at all data center locations; 24x7 onsite staff provides additional protection against unauthorized entry; Unmarked facilities to help maintain low profile; Physical security audited by an independent firm
- System Security: System installation using hardened, patched OS; System patching configured to provide ongoing protection from exploits; Dedicated firewall and VPN services to help block unauthorized system access; Data protection with managed backup ; Dedicated intrusion detection devices to provide an additional layer of protection against unauthorized system access; Distributed Denial of Service (DDoS) mitigation services; ISO17799-based policies and procedures, regularly reviewed as part of SAS70 Type II audit process; Systems access logged and tracked for auditing purposes; Secure document-destruction policies for all sensitive information; Fully documented change-management procedures; Independently audited disaster recovery and business continuity plans in place

Data Maintenance a Integrity

- FIPS compliant data encryption is used throughout the digiTICKET system. SSL 128-bit encryption is used for all communication between mobile devices such as handheld and laptops and the sene'ers. It is also used between the browser and the servers.

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- Select data elements are encrypted on the server with AES 128-bit encryption.
- Data Logging: The digiTICKET web application logs all activity as it occurs within the system. digiTICKET logs what was changed, when it was changed and who changed it (based on user id). This information can be used to generate reports and can be accessed by Saltus support resources as necessary.
- Backups: digiTICKET's standard database backup plans provide a full daily backup which can be upgraded to hourly, incremental backups.
 - digiTICKET is built on Windows 2008 Server Standard 64-bit and SQL Server 2008 R2, It supports all RAID levels supported by these technologies. Windows 2008 Server provides RAID levels 0, 1, and 5 implemented within the operating system software itself.

— electronic ticketing

digiTICKET		Sco Checklist	
Agenq: _____		Jackson MS Sales Person: _____	
McConnell		Date: _____	
_____		Contract Type: _____	
Undecided			
Type of Solution			
Hardware Provided	Laptop	Answer /Qty.	Description
	Tablet/Handheld/ P/hgne by Saltus	10	Zebra TC58 Rugged Android tablet With scanner
Existing Hardware	Tablet/Handheld	Answer /Qty.	Type
	4* Printers (note options MSR, Bluetooth, Battery)	10	Zebra TC58
	Full Page 8 1/2 x Printers	*N/A	pricing table for peripherals/quantities.
	Barcode Scanners Provided by Customer		RI4230 detailed hardware pridns table for
Exports / Interfaces	Laptops	Answer /Qty.	Description
	Tablets/Handhelds	10	Windows
	Does tablet have Integrated scanners?		
	Printers		
	Full Page 8 1/2 x li Printers		
	Barcode Scanners		
Response			
AVAU&UTYAND FOR W/3rd PARTY,			
Kola*			
	S4LTUS PROVIDING (BELOW) MUST \$tem	Vendor Contact Information	
	Is an RMS Export	Export included	
	Type of export required?	Auto-export	
	Court Case Management System	o Be Determined	
	Vendor Contact Information		
	Is a CMS Export Included?	Export Included	
	Type of export required?	annual export	
	Other Interfaces (State system, Payment, etc.)		
	Vendor Contact Information		
	Is another export required?		
Mobite Software	Type of export requiredP to digiTICKET		
	Mobite Software Interface		

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Software	Mobile Query Software to digiTICKET Mobile Interface? Vendor Contact information	Response	
	Number states to be parsed On-state + 2 included)? Duration Requirements (also see Pricing ary)	o	10 person & vehicle returns MUST be provided per state BY CUSTOMER.
Ticket Types / formats	Configuration of additional printed formag (additionalat formats)	Configuration of approval process on web application	
	PTinted ticket types: Pre-printed Paper Back Required (4 th printer):	Answer /Qty Municipal, State Yes	Description
Training Requirements		Response	
	Type of training: Number of days of training:	On.9te 1	
Custom Development Requests		Response	
Other			
	Type of client connectivity? WIFI/MIFI/Cellular? Expectatons on deployment date? Have they used other e-ticketng software? Is this a response to an RFP, Is there anything promised that Canflg needs to know about etc?	Response	
APPROVED BY (CUSTOMER):			
Signature: _____		Date _____	
Printed Name: _____			

22

4-70-29
CITY ATTORNEY

ORDER AUTHORIZING ASSISTANT CHIEF VINCENT GRIZZELL TO ATTEND THE (IACP) INTERNATIONAL CHIEF OF POLICE CONFERENCE IN BOSTON, MASSACHUSETTS FOR TRAINING AND RECERTIFICATION.

WHEREAS, the International Chief of Police Conference is being held in Boston, Massachusetts and provides opportunity for training and recertification for police officers; and

WHEREAS, it is required under said statute that in order to retain an active license, recertification classes must be attended yearly; and

WHEREAS, the cost of membership for the International Chief of Police organization is \$190.00 and the cost of attending the International Chief of Police conference is \$2,962.00;

WHEREAS, Assistant Chief Grizzell has attended the IACP conference for the past few years and received his re-certification for various licenses that he holds;

IT IS HEREBY ORDERED that the City of Jackson's Police Department agree to pay the amount of \$3,152.00 , for current membership, registration and travel to Boston for the International Chief of Police conference; and.

IT IS HEREBY ORDERED that Assistant Chief of Police, Vincent Grizzell is authorized to attend the International Chief of Police Conference in Boston, Massachusetts on Sunday, October 20 to Wednesday, October 23, 2024.

Agenda Item # 22
May 7, 2024
(Wade, Lumumba)

APPROVED FOR AGENDA:

POINTS		COMENTS	
1.	Brief Description/Purpose	ORDER AUTHORIZING ASSISTANT CHIEF VINCENT GRIZZELL TO ATTEND THE (IACP) INTERNATIONAL CHIEF OF POLICE CONFERENCE IN BOSTON, MASSACHUSETTS FOR TRAINING AND RECERTIFICATION.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention	
3.	Who will be affected	JACKSON POLICE DEPARTMENT	
4.	Benefits	To make connections with network professionals and obtain valuable knowledges to assist in making the Jackson Police Department more successful in the future.	
5.	Schedule (beginning date)	Sunday, October 20 until Wednesday, October 23, 2024	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS CITYWIDE N/A	
7.	Action implemented by: ▪ City Department ▪ Consultant	JACKSON POLICE DEPARTMENT CITY LEGAL	
8.	COST	3,152.00	
9.	Source of Funding ▪ General Fund ▪ Grant ▪ Bond ▪ Other	The cost for the 2024 IACP Conference: Hotel - \$1,317.00 Account # 001.442.10.6473 Registration - \$ 625.00 Account # 001.442.10.6443 Airfare - \$ 728.00 Account # 001.442.10.6474 Per Diem - \$ 292.00 Account # 001.442.10.6473 Membership - \$ 190.00 Account # 001.442.10.6443 Total: \$3,152.00	
10.	EBO participation	ABE _____% AABE _____% WBE _____%	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
Jan 4 2024

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING ASSISTANT CHIEF VINCENT GRIZZELL TO ATTEND THE (IACP) INTERNATIONAL CHIEF OF POLICE CONFERENCE IN BOSTON, MASSACHYSETTS FOR TRAINING AND RECREATION is legally sufficient for placement in NOVUS Agenda.

Drew Martin

Drew Martin, City Attorney

Bridgette Morgan, Deputy City Attorney *B*

4/30/24

Date



Assistant Chief of Police
Vincent Grizzell

JACKSON POLICE DEPARTMENT
Administration Division

*FWB to Chief's Office
4/22/24
4-22 returned for Fiscal
Deputy Chief
Tyrone Buckley
4/22/24 Return to
Chief's Office*

Memorandum

To: Joseph Wade, Chief of Police *Wade*

From: Vincent Grizzell, Assistant Chief, Administration Division *(W) 4.22.2024*

Date: April 22, 2024

Re: Request to Attend the 2024 IACP Annual Conference and Exposition in Boston, Massachusetts

Attached please find my request to attend the IACP Annual Conference and Exposition in Boston, Massachusetts on October 20 – 23, 2024. As the Assistant Chief of the Administration Division, I am requesting to attend the IACP Annual Conference to learn about new and innovative products and services that can update the Jackson Police Department. I will have the opportunity to gain valuable knowledge, connect with network professionals and assist with making the Jackson Police Department more successful in the near future.

By attending the IACP Conference, it will be an asset to the department and I hope that this request meets your approval.

The cost for the 2024 IACP Conference:

• Hotel	-	\$1,317.00	Account # 001.442.10.6473
• Registration	-	\$ 625.00	Account # 001.442.10.6443
• Airfare	-	\$ 728.00	Account # 001.442.10.6474
• Per Diem	-	\$ 292.00	Account # 001.442.10.6473
• Membership	-	\$ 190.00	Account # 001.442.10.6443

Total: \$3,152.00

(CW)



*Hotel \$1317.00 Acct# 001.442.10.6473
Per Diem \$ 292.00 Acct# 001.442.10.6473
Registration \$ 625.00 Acct# 001.442.10.6443
Membership \$ 190.00 Acct# 001.442.10.6443
Airfare \$ 728.00 Acct# 001.442.10.6474*

**CITY OF JACKSON TRAVEL REQUEST
ADVANCE ESTIMATE**

DATE ADVANCE IS NEEDED

4/26/24
#####

ACCOUNT NUMBER 001.442.10.6473
DESTINATION Boston, Massachusetts
REGISTRATION FEE* \$625.00
LODGINGS* \$ 439.00 x 3 = \$ 1,317.00

METHOD OF TRAVEL

Auto (City)	_____	(Receipts required)
Auto (personal)	_____	(Number of miles x \$.575)
Airfare*	<u>\$ 728.00</u>	(Round trip coach)
Ground travel	<u>\$ 70.00</u>	(taxi, etc.) (Luggage)

MEALS

All areas except high-cost \$185.00 (Maximum daily allowance \$31)
 High Cost Area _____ (Maximum daily allowance \$36, 41 or 46)**


TIPS	<u>\$ 37.00</u>	TOTAL ESTIMATED COST OF TRAVEL	<u>\$2,962.00</u>
-------------	-----------------	---	-------------------

DEPARTMENT POLICE **DIVISION** 442.4

PERSON(S) TRAVELING Vincent Grizzo
 Signature & phone no.  601960-1218

PURPOSE IACP Chief Conference - Boston

APPROVAL BY:

<u></u> <u>4-23-24</u>	FINANCE - BUDGET SECTION	PETTY CASH
DIRECTOR DATE	BUDGET OFFICER DATE	CONTROLLER DATE

* Attach documentation if possible.
 ** Depends on location of city.



JACKSON POLICE DEPARTMENT

TRAINING REQUEST FORM

Person to Attend Training Vincent Brzelle
(Attach a copy of training notice, announcement, or brochure)

Social Security Number (for RCTA purposes only) _____

Title of Training (IACP) International Chief of Police Conference

Dates of Training 10/20-29/24 Location of Training Boston, MA

Costs of Training (Registration/Tuition Fees) \$ 85

Meals \$ 322.00 Lodging \$ 1,317.00

Other Expenses \$ 798.⁰⁰ Total Amount to be Approved \$ 3,152.00
(Reimbursements will not be made for expenses not included in the total amount figure)

Person Requesting Training (if other than employee) _____

Supervisory Recommendation	Approve/Deny	Date	Comments:
Immediate Supervisor:	Approve <input type="checkbox"/> Deny <input type="checkbox"/>		
Unit Commander: <small>(Contact Fiscal Affairs)</small>	Approve <input type="checkbox"/> Deny <input type="checkbox"/>		Funds are available for this training <input type="checkbox"/> Funds are not available <input type="checkbox"/>
Division Chief:	Approve <input type="checkbox"/> Deny <input type="checkbox"/>		
Asst. Chief of Police:	Approve <input type="checkbox"/> Deny <input type="checkbox"/>		
Chief of Police:	Approve <input checked="" type="checkbox"/> Deny <input type="checkbox"/>	<u>10/20/24</u>	

REQUEST FOR PAYMENT

VENDOR NAME	Vincent Grizzell	
ADDRESS		Vendor#
		CIRCLE IF:
TAX ID # (Required if new)		PETTY CASH
MINUTE BOOK REFERENCE		NEEDED BY
ACCOUNT NUMBER	001-442.10.6473	
INVOICE DATE	04/17/24	APPROVAL
AMOUNT	\$292.00	Budget
INVOICE NUMBER		Accounting
Minority (Yes or No)		Reason Code

Payment for per diem for Assistant Chief Vincent Grizzell to attend International Chief of Police Conference, in Boston, Massachusetts on October 19 - 22, 2024.

Authorized Signature



Date

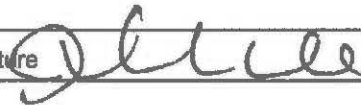
4-23-24

REQUEST FOR PAYMENT

VENDOR NAME	International Association of Chiefs of Police	
ADDRESS	44 Canal Center Plaza, Suite 200	Vendor#
	Alexandria, VA 22314	
TAX ID # (Required if new)		CIRCLE IF:
MINUTE BOOK REFERENCE		PETTY CASH
ACCOUNT NUMBER	001-442.10.6443	NEEDED BY
INVOICE DATE	04/017/24	APPROVAL
AMOUNT	\$190.00	Budget
INVOICE NUMBER		Accounting
Minority (Yes or No)		Reason Code

Payment for membership fees for IACP – International Chiefs of Police for Assistant Chief Vincent Grizzell for active membership between 01/01/2024 – 12/31/24.

Authorized Signature



Date

4/23/24



***** Please do not reply to this e-mail. It was sent from an automated system. *****

A balance is due on your record.

Thank you for registering for IACP 2024!

Profile

Confirmation ID: 2914

First and Last Name: Vincent Grizzell

Title: Assistant Chief of Police

Agency: Jackson Police Department

Address: PO BOX 17

City/State/Zipcode or City/Country: Jackson, MS 39201



2914

Please print this confirmation or save a copy on your smart phone and bring it to E-Badge Check-In at the Boston Convention & Exhibition Center, 415 Summer St Boston, MA 02210, USA.

Scan the QR code and your badge will be printed. Valid photo ID will be required.

Registration Details

Vincent Grizzell

This registrant has a balance due

Registration Type: IACP Member, Early October 18, 2023 to September 4, 2024

Description	Item Total
IACP's Chiefs Night (Qty: 1)	\$0.00
Gift Bag (Qty: 1)	\$0.00
Annual Banquet (Individual Ticket for Self Only) (Qty: 1)	\$125.00
Registration (Qty: 1)	\$500.00
Total Registration Fees:	\$625.00
Total Registration Paid:	\$0.00
Current Balance:	\$625.00

Financial Summary

Total of All Fees:	\$625.00
Total Amount Applied to All Fees:	\$0.00
Total Balance Due:	\$625.00

Refund Policy

All cancellations must be made in writing and mailed, faxed (703-836-4543), or e-mailed (Attendee: AnnualConference@theIACP.org; Exhibitors: quaglia@theIACP.org) to the IACP headquarters. A penalty will apply. No telephone cancellations will be accepted. It will take a minimum of six (6) weeks to receive a refund for in-person event cancellations. A 25% penalty will be assessed on all cancellations postmarked or fax/e-mail dated on or before September 25, 2024. A 50% penalty will be assessed on cancellations postmarked or fax/e-mail dated September 26 – October 11, 2024. No refunds will be issued on or after October 12, 2024. No refunds will be given for no-shows.

Registration or Annual Banquet tickets may be transferred to another person in your organization by written request to IACP prior to September 25, 2024. After this date, all changes must be made at the conference. Additional charges may apply.

There are no refunds for Annual Banquet tickets after September 4, 2024. The Cancellation Policy is subject to change.

Photo, Image, and Recording Disclaimer

Registration and attendance at IACP events constitutes an agreement by the registrant to the IACP's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photos, images, video and/or audio recordings of such events without compensation or approval rights. All photos, images, and recordings are the property of IACP.

Questions?

If any of the registration information printed above is incorrect, call 800-THE-IACP (800-843-4227) or e-mail AnnualConference@theIACP.org.

Visit www.theIACPconference.org for up-to-date conference information, including the full cancellation policy.

Reserve a Hotel Room

Book Hotel Online - [click here](#)

Housing Email – iacphotels@onpeak.com

Housing Phone – (866) 524-7456

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INNOVATE**






IACP 2024
OCTOBER 19-22 | BOSTON, MA
Boston Convention & Exhibition Center

Vincent ▾

🏠 Dashboard

REVIEW AND CHECK OUT

Vincent Grizzell's Cart

Registration (IACP Member) 		\$500.00	
IACP's Chiefs Night		\$0.00	
@ \$0.00	1		
Gift Bag		\$0.00	
@ \$0.00	1		
Annual Banquet (Individual Ticket for Self Only) 		\$125.00	
@ \$125.00	1		

Balance Due **\$625.00**

▶ Profile

▶ Demographic Questions

To add an additional Member or Nonmember during your registration process, please click on the box below to begin a new registration.

Add Member

Add Nonmember

Add Family Member

Payment

* How do you want to pay?

- Click on "Credit Card" to pay online now.
- Click on "Purchase Order" and enter your PO number. Click on "Pay Now". You will be invoiced.
- Click on "Bill Me". Click on "Pay Now". You will be invoiced.

Credit Card Purchase Order Bill Me



By continuing forward, I authorize IACP to charge my credit card for the total amount above.

SSL Certificate (<http://www.digicert.com/ssl-certificate.htm>)

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[Pay Now →](#)

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IACP 2024

October 19-22, 2024

Boston, MA

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OCTOBER 19-22 | BOSTON, MA
Boston Convention & Exhibition Center

Vincent ▾

 Cart

REGISTRATION CATEGORIES AND FEES

 [Dashboard](#)

Full conference registration fee includes access to all general assemblies, workshops, receptions, Exposition Hall, and Chiefs Night.

Please select your registration type.

Early Bird
10/18/23 - 9/4/24



IACP Member

\$500.00

\$500.00



First Timer

\$445.00

\$445.00



EXHIBIT HALL PASS

\$0.00

\$0.00

Sworn officers, first responders, and civilian employees of public safety and government agencies and the armed forces can register for complimentary access to the Exhibit Hall.

Public Safety includes offices of police, sheriffs, EMS, fire service, hazmat and park rangers from federal, state, city, county, campus, and tribal agencies, and the armed forces. To qualify for this three-day exhibit hall-only pass, the recipient must work for the government or a public safety agency and will be required to show their credentials upon arrival. The IACP reserves the right to refuse ineligible registrations. (Exhibit Hall Pass registrants cannot purchase Chiefs Night tickets).

Less Info

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IACP 2024

October 19-22, 2024

Boston, MA

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IACP 2024
OCTOBER 19-22 | BOSTON, MA
Boston Convention & Exhibition Center

Vincent ▾

 Cart

CONFERENCE POLICIES

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Cancellation Policy

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Policy on Service Animals at IACP Conferences

IACP is committed to providing a safe environment for conference participants. Please review our below guidelines regarding both service and emotional support animals.

Only service or emotional support animals are permitted at IACP conferences and events. Only dogs are considered to be "service animals". A "service animal" is a dog that has been individually trained to do work or perform tasks for people with disabilities. Service animals are working animals, not pets. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.

An "emotional support" animal (also known as a therapy animal) is an animal that provides emotional support alleviating one or more symptoms (or effects) of a person's disability. **IACP only permits dogs as emotional support animals.**

A service or emotional support animal must be under the control of its handler at all times. Service or emotional support animals must be harnessed, leashed, or tethered, unless the individual's disability prevents using these devices or these devices interfere with the service or emotional support animal's safe, effective performance of tasks. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls. The care and supervision of

a service or emotional support animal shall be the sole responsibility of the handler. The handler shall be responsible for any repair or cleaning cost incurred by a service or emotional support animal.

If a service or emotional support animal is out of control and the handler does not take effective action to control it or if the service or emotional support animal is not housebroken, IACP may ask the person with a disability to remove the service or emotional support animal from the premises. If there is a legitimate reason to ask that a service or emotional support animal be removed, IACP will offer the person with the disability the opportunity to obtain goods or services without the animal's presence.

Owners who decide to leave an IACP event because of a violation of this policy will not be eligible for a refund.

Please note, IACP may, at any time, modify the above guidelines. Any such modification will be effective immediately upon public posting. IACP will send out a notification should there be any changes of a material nature to the above policy.

✓ By clicking Yes below, you agree to the IACP 2024 Refund Policy.

Yes

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IACP 2024

October 19-22, 2024

Boston, MA

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Schedule at-a-Glance

IACP 2024 offers education and networking with exclusive access to law enforcement's leading tacticians, veteran experts, and thousands of your fellow chiefs and future leaders. Below is a summary of the schedule to help you make the most of your time.

All events, meetings, and education workshops will take place at the Boston Convention and Exhibition Center (BCEC), Boston, MA, USA (Eastern Time), unless otherwise noted.

IACP 2024 Schedule at-a-Glance

Thursday, October 17	Time	Location
E-Badge Check-in Open	8:00 a.m. - 5:00 p.m.	BCEC
Exhibitor Registration Open	1:00 p.m. - 5:00 p.m.	BCEC
Friday, October 18	Time	Location
Exhibitor Registration Open	7:30 a.m. - 6:00 p.m.	BCEC
Committee/Section/Division Meetings	10:00 a.m. - 6:00 p.m.	Various Locations
Delegate Registration Open	1:00 p.m. - 6:00 p.m.	BCEC
Saturday, October 19	Time	Location
Delegate and Exhibitor Registration Open	7:00 a.m. - 5:30 p.m.	BCEC
Committee/Section/Division Meetings	8:00 a.m. - 5:00 p.m.	Various Locations
Opening Ceremony	9:30 a.m. - 10:30 a.m.	BCEC
Education Workshops	11:00 a.m. - 5:00 p.m.	BCEC
Sunday, October 20	Time	Location
Delegate and Exhibitor Registration Open	7:00 a.m. - 5:30 p.m.	BCEC
Education Workshops	8:00 a.m. - 3:00 p.m.	BCEC
Committee/Section/Division Meetings	8:00 a.m. - 5:00 p.m.	Various Locations
Exposition Hall Open	10:00 a.m. - 5:00 p.m.	BCEC
Exposition Hall Networking Event	3:00 p.m. - 5:00 p.m.	BCEC
Monday, October 21	Time	Location
Delegate and Exhibitor Registration Open	7:30 a.m. - 5:30 p.m.	BCEC
Committee/Section/Division Meetings	8:00 a.m. - 5:00 p.m.	Various Locations
Education Workshops	8:00 a.m. - 5:00 p.m.	BCEC

IACP 2024 Schedule at-a-Glance

General Assembly	10:00 a.m. - 11:00 a.m.	BCEC
Exposition Hall Open	10:00 a.m. - 5:00 p.m.	BCEC
IACP's Chiefs Night	7:00 p.m. - 10:00 p.m.	TBD
Tuesday, October 22	Time	Location
Delegate and Exhibitor Registration Open	7:30 a.m. - 3:30 p.m.	BCEC
Education Workshops	8:00 a.m. - 4:30 p.m.	BCEC
Committee/Section/Division Meetings	8:00 a.m. - 5:00 p.m.	Various Locations
Closing General Assembly	10:00 a.m. - 11:00 a.m.	BCEC
Exposition Hall Open	10:00 a.m. - 2:00 p.m.	BCEC
Annual Banquet Reception and Dinner (Ticket Required)	6:00 p.m. - 9:00 p.m.	BCEC

➤ schedule is subject to change.

**Updated January 17, 2024.*

INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE

Shaping the future of the policing profession

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1.800.THE.IACP | fax: 703.836.4543 | www.theiacp.org

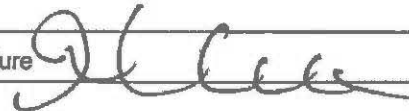
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REQUEST FOR PAYMENT

VENDOR NAME	Delta Airlines	
ADDRESS		Vendor#
		CIRCLE IF
TAX ID # (Required if new)		PETTY CASH
MINUTE BOOK REFERENCE		NEEDED BY
ACCOUNT NUMBER	001-442.10.6474	
INVOICE DATE	04/17/24	APPROVAL
AMOUNT	\$728.00	Budget
INVOICE NUMBER		Accounting
Minority (Yes or No)		Reason Code

Payment for airfare for Assistant Chief Vincent Grizzell to attend International Chief of Police Conference, in Boston, Massachusetts on October 19 - 22, 2024.

Authorized Signature



Date

4-23-24



Outbound JAN · BOS



Sun. Oct 20, 2024

Compare Experiences

Fares are round-trip per passenger, including taxes and fees. Additional baggage fees may apply. Delta flights may be listed first. Services and amenities may vary or change.

BASIC



MAIN

COMFORT+®



FIRST



DL2593, DL865

4h 39m

7:20pm



12:59am

MON 21 OCT

JAN

ATL 41m

BOS

Main X)

om 1564

Details

Seats



DL1649, DL971

4h 46m

5:37pm



11:23pm

JAN

ATL 48m

BOS

om 580



DL1649, DL865

6h 22m

5:37pm



12:59am

MON 21 OCT

JAN

ATL 2h 26m

BOS

Main 101

586

Details

Seats



DL3299, DL862

5h 22m

7:40am



2:02pm

JAN

ATL 1h 26m

BOS

Main 101

From 728

at

Details

Seats



DL2741, DL855

5h 39m

6:00am



12:39pm

JAN

ATL 1h 41m

BOS

Main 101

765

Details

Seats





Outbound
Change Flight

JAN > BOS
Fri, Oct 18

7:40am - 3:44pm
1 Stop, 7h 4m
Main (L)

Return BOS > JAN



Wed, Oct 23, 2024

Compare Experiences

Fares are round-trip per passenger, including taxes and fees. Additional baggage fees may apply. Delta flights may be listed first. Services and amenities may vary or change.

MAIN

COMFORT+®

FIRST



DL638, DL2751

4h 53m

4:10pm



8:03pm

BOS

ATL 40m

JAN

Main

621

Round Trip

Details

Seats



LO EST ART

DL322, DL2593

5h 6m

1:55pm



6:01pm

BOS

ATL 58m

JAN



Details Seats



ASTE

DL376 , DL1649

4h 48m

12:05pm



3:53pm

BOS

ATL 38m

JAN

ATL 38m

\$ 678

Details Seats



DL923 , DL1661

5h 20m

7:00am



11:20am

BOS

ATL 1h 4m

JAN

ATL 1h 4m (X)

\$ 621

Details Seats



DL967 , DL1655

5h 34m

9:30am



2:04pm

BOS

ATL 1h 25m


JAN

REQUEST FOR PAYMENT

ENDOR NAME	The Lennox Hotel Boston	
ADDRESS	Address to: Hotel Registration	Vendor#
	61 Exeter Street	
	Boston, MA 02116	CIRCLE IF:
TAX ID # (Required if new)		PETTY CASH
MINUTE BOOK REFERENCE		NEEDED BY
ACCOUNT NUMBER	001-442.10.6473	
INVOICE DATE	04/22/24	APPROVAL
AMOUNT	\$1,317.00	Budget
INOVOICE NUMBER		Accounting
Minority (Yes or No)		Reason Code

Payment for hotel registration for Assistant Chief Vincent Grizzell to attend International Chief of Police Conference, in Boston, Massachusetts on October 19 - 22, 2024.

Authorized Signature



Date

4-23-24

Hotel Reservation Confirmation for IACP 2024

donotreply@onpeak.com <donotreply@onpeak.com>

Fri 3/1/2024 3:38 PM

To:Gilda M. Coleman <gcoleman@city.jackson.ms.us>

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Your reservation for the IACP 2024 | [Access your reservation online »](#)

 onPeak - official hotels for IACP 2024

IACP 2024

Oct 19 - Oct 22, 2024

Boston Convention & Exhibition Center • Boston, MA

March 01, 2024

Vincent Grizzell,

Thank you for booking in the hotel block with onPeak. As the official housing partner of IACP 2024, we're here to make sure you have the best possible stay.

Your Account

Login Email

vgrizzell@city.jackson.ms.us

onPeak ID

45029833

[View/Edit your reservation >](#)

Reservation Details

The Lenox Hotel Boston	One Bedded Room -	Occupant Name
61 Exeter Street, Boston, MA 02116 2.01 miles to Event Location	Single Occupancy Check-in Fri Oct 18, 2024 Check-out Wed Oct 23, 2024	Vincent Grizzell Jackson Police Department 6013832896 vgrizzell@city.jackson.ms.us

Hotel Confirmation Number: Available approximately 1 week prior to the event for participating hotels.

Shuttle Service: Shuttle service between the hotel and the event is provided.

Payment Information

NOTE: Your credit card is being used as a guarantee only at this time. Your card will be charged by the hotel(s) directly. Please review all hotel policies related to this reservation. If you want to pay the required deposit by check,

the check must be received no later than 08/30/2024

Payment: Gilda Coleman's Mastercard (Ending in 3137)

The Lenox Hotel Boston

One Bedded Room - Single Occupancy

1 Reservations (5 Room Nights)	\$2,195.00
Taxes & Fees	\$361.10
Estimated Total	\$2,556.10
Guarantee*	\$511.22
Amount charged to credit card today	\$0.00

Prices are in USD.

[View a detailed summary](#)

Hotel Policies

Guarantee Policy

Please provide a valid credit card to guarantee your reservation(s) for deposit, no-shows and/or late cancellations. Credit card **MUST** expire after the date of the event. Approximately **30 days** prior to the start of the event, the **HOTEL, NOT ONPEAK**, may charge the **credit card on file** a deposit equal to **1 night room and tax**. **Reservation(s) not guaranteed are subject to cancellation.**

A physical credit card is required at check-in for payment. The hotel will authorize an additional amount for incidental charges for each night of your stay. *If no incidental charges are used, the hold will be released back to the credit card.*

First night's room and tax can be guaranteed by check no later than August 30th 2024. Please make checks payable to onPeak (mailing address: ONPEAK LLC 8313 Collection Center Drive, Chicago, IL 60693-0083). Should you prefer to pre-pay the reservation(s) in full, you must contact the hotel directly **6 weeks** prior to arrival to set up payment with the hotel.

Cancellation Policy

Guests must cancel reservations 72 hours prior to arrival to avoid loss of deposit.

Changes Policy

If you need to make any changes or cancellations to your reservation on or before 10/10/2024, make your changes online or call (800) 355-8093. Changes or cancellations to your reservation after this date must be made directly with The Lenox Hotel Boston at 1-617-5365300. All changes are based on availability.

Special Policy

An early departure fee may apply if guest checks out early.

Failure to check-in on your scheduled arrival date will result in a no-show charge of one night's room and tax.

How did we do?

Please click to rate your experience with onPeak today.



Excellent



Good



Okay



Poor



Unacceptable

Reservation Details

The Langham, Boston

250 Franklin St,
Boston, MA 02110
0.94 miles to Event
Location

Cancelled!

Cancelled on 03/01/2024
by gilda

Deluxe King - Single

Occupancy

Check-in
Sat Oct 19, 2024

Check-out

Wed Oct 23, 2024

Occupant Name

Vincent Grizzell
Jackson Police Department
6013832896
vgrizzell@city.jackson.ms.us

Hotel Confirmation Number: Available approximately 1 week prior to the event for participating hotels.

Shuttle Service: Shuttle service between the hotel and the event is provided.

Special Requests: Late Departure | Early Arrival

Requests are based on availability and are NOT guaranteed.

Hotel Policies

Guarantee Policy

Please provide a valid credit card to guarantee your reservation(s) for deposit, no-shows and/or late cancellations. Credit card **MUST** expire after the date of the event. Approximately **30 days** prior to the start of the event, the **HOTEL, NOT ONPEAK**, may charge the credit card on file a deposit equal to **1 night room and tax**. **Reservation(s) not guaranteed are subject to cancellation.**

A physical credit card is required at check-in for payment. The hotel will authorize an additional amount for incidental charges for each night of your stay. *If no incidental charges are used, the hold will be released back to the credit card.*

First night's room and tax can be guaranteed by check no later than August 30th 2024. Please make checks payable to onPeak (mailing address: ONPEAK LLC 8313 Collection Center Drive, Chicago, IL 60693-0083). Should you prefer to pre-pay the reservation(s) in full, you must contact the hotel directly **6 weeks** prior to arrival to set up payment with the hotel.

Cancellation Policy

Guests must cancel reservations 72 hours prior to arrival to avoid loss of deposit.

Changes Policy

If you need to make any changes or cancellations to your reservation on or before 10/11/2024, make your changes online or call (800) 355-8093. Changes or cancellations to your reservation after this date must be made directly with The Langham, Boston at 1-617-451-1900. All changes are based on availability.

Special Policy

An early departure fee may apply if guest checks out early.

Failure to check-in on your scheduled arrival date will result in a no-show charge of one night's room and tax.

How did we do?

Please click to rate your experience with onPeak today.



Excellent



Good



Okay



Poor



Unacceptable

Questions about your reservation?

(800) 355-8093 Toll-free | IACPhotels@onpeak.com

* By providing a credit card, you guarantee you'll meet the hotel policies of your reservation. If for some reason you don't meet the policies, you may be charged a financial penalty in the amount of the payment guarantee. For more info, please refer to your hotel's specific policies.

Note: Taxes and Fees are subject to change by local and state government.

You received this transactional email based on a recent booking with onPeak, the official housing partner of IACP 2024. By placing your booking with us, you agree to the hotel policies and our [terms of service](#). We will share your personal information, and the information of the members of your group if you booked one, with the event organizer, hotel(s) and other official providers working on behalf of the event organizer. Each of these entities will collect and process your personal information in accordance with their respective privacy policies.

Corporate Headquarters | 7000 S Lindell Rd Las Vegas, NV 89118 | UNITED STATES

REQUEST FOR PAYMENT

VENDOR NAME	IACP – International Association of Chief of Police	
ADDRESS	Address to: IACP Conference Registration	Vendor#
	Post Office Box 62564	
	Baltimore, MD 21264-2564	CIRCLE IF:
TAX ID # (Required if new)		PETTY CASH
MINUTE BOOK REFERENCE		NEEDED BY
ACCOUNT NUMBER	001-442.10.6443	
INVOICE DATE	04/17/24	APPROVAL
AMOUNT	\$625.00	Budget
INVOICE NUMBER		Accounting
Minority (Yes or No)		Reason Code

Payment for conference registration for Assistant Chief Vincent Grizzell to attend International Chief of Police Conference, in Boston, Massachusetts on October 19 - 22, 2024.

Authorized Signature

[Handwritten Signature] Date 4.22.24



Renewal Invoice

Phone: 703-836-6767 Fax: 703-836-4543
Federal ID: 53-0227813

For general IACP membership questions:
Call (800)THE-IACP or email membership@theIACP.org
For IACPNet subscription questions:
Call (800)227-9640 or email iacpnet@theIACP.org
For Police Chief Magazine subscription questions:
Call (800)THE-IACP or email subscriptions@theIACP.org

IACP Id	10015212
Invoice Number	0314614
Invoice Date	11/14/2023
Due Date	Due in 30 Days

Vincent Grizzell
Assistant Chief of Police
Jackson Police Department
PO Box 17 327 E Pascagoula St
Jackson, MS 39201 United States

Item	Amount
Active from 01/1/2024 through 12/31/2024	\$190.00

Vincent Grizzell
Assistant Chief of Police
Jackson Police Department
Current Email: vgrizzell@city.jackson.ms.us

Total: \$190.00
Tax Total: \$0.00
Shipping Total: \$0.00
Grand Total: \$190.00
Payment: \$0.00
Balance: \$190.00

- * Renew online at www.myiacp.org/ezpaycart
- * Please indicate your IACP ID and Invoice Number on your check.
- * Update your account information online at www.myiacp.org

Pay online now:

<https://www.myiacp.org/expresspaymentcart?id=a0IH00000MQYz1-84412f9ab320d4db39959e6faa753885>

REMITTANCE

If you wish to pay with a credit card, please provide us with your credit card details. We proudly accept the following payment methods: **Mastercard, Visa, American Express, Discover**

Please make checks payable and mail to:
International Association of Chiefs of Police
PO Box 62564
Baltimore, MD 21264-2564 United States

Please include member's FULL NAME on all membership check payments

Send Purchase Orders to:
International Association of Chiefs of Police
44 Canal Center Plaza, Suite 200
Alexandria, VA 22314 United States
OR membership@theiacp.org

Vincent Grizzell
Assistant Chief of Police
Jackson Police Department
PO Box 17 327 E Pascagoula St
Jackson, MS 39201 United States

Name	
CC Number	
Exp Date MM/DD	

IACP Id	10015212
Invoice Number	0314614
Name	Assistant Chief Vincent Grizzell
Amount Enclosed	\$

23

ORDER RATIFYING THE PROCUREMENT OF FIBER REPAIR FROM METRO COMMUNICATIONS & UTILITY CONTRACTORS AND AUTHORIZING PAYMENT TO SAID VENDOR IN THE AMOUNT OF \$14,704.00 FOR SERVICES PERFORMED AND COMPLETED ON MARCH 25, 2024

OFFICE OF THE CLERK OF COURTS
JESSICA PETERSON

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, Section 31-7-13 of the Mississippi Code specifies the method of procuring contracts for public construction; and

WHEREAS, on or about March 22, 2024, the Department of Information Technology identified that the fiber optic infrastructure affecting the Real Time Command Center and the Telecommunications Department facility located at Riverside Drive required repair; and

WHEREAS, consistent with Section 31-7-13(b), the Department of Information Technology secured two written quotes for the work to be performed; and

WHEREAS, the quote provided by Bucket Works, Inc., was for the sum of \$17,025.00 to perform the work; and

WHEREAS, Metro Communications & Utility Contractors quoted \$14,704.00; and

WHEREAS, the repair of the fiber optics was an emergent nature and required immediate response prior to obtaining authority of the Jackson City Council to enter into the contract; and

WHEREAS, the Department of Information Technology authorized Metro Communications & Utility Contractors to proceed with the emergency repair work; and

WHEREAS, on March 27, 2024, Metro Communications & Utility Contractors submitted Invoice # 24.0327 to the City of Jackson for work completed on March 25, 2024; and

WHEREAS, the Department of Information Technology has had an opportunity to review the invoice submitted; and

Agenda Item # 23
May 7, 2024
(Reid, Lumumba)

WHEREAS, the Department of Information Technology acknowledges that the contents of the invoice received from Metro Communications & Utility Contractors is accurate as it relates to the work performed; and

WHEREAS, the Department of Information Technology confirms that the work was completed on March 25, 2024; and

WHEREAS, the best interest of the City of Jackson would be served by ratifying procurement made by the Department of Information Technology and authorizing payment for the services rendered.

IT IS HEREBY ORDERED that the services procured by the Department of Information Technology from Metro Communications & Utility Contractors are ratified and accepted.

IT IS HEREBY ORDERED that the sum of \$14,704.00 may be paid to Metro Communications & Utility Contractors.

OFFICE OF THE CITY ATTORNEY
3/28/24

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

03/28/2024
DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	Information Technology desires to pay for services rendered by Metro Communications & Utility Company that repaired an emergency fiber break that affected Telecommunications Division and Jackson Public Department Real Time Command Center (RTCC).			
2.	Purpose	To allow Information Technology the ability to pay to have Emergency Fiber repaired.			
3.	Who will be affected	Department of Information Technology, the Division of Telecommunications and Jackson Public Department Real Time Command Center (RTCC).			
4.	Benefits	Having fiber repaired in order to continue to servicing the City of Jackson by utilizing email and internet services.			
5.	Schedule (beginning date)	Upon Execution.			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	CITYWIDE			
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Information Technology - Telecommunications Division and Jackson Public Department Real Time Command Center (RTCC).			
8.	COST	There is a cost of \$14,704.00 associated with this Order.			
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Technology Fund, 004904006419.			
10.	EBO participation	ABE _____ % X AABE _____ % X WBE _____ % X HBE _____ % X NABE _____ % X	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A N/A N/A N/A N/A	

**FROM: METRO Communications & Utility
Contractors**

Quote # 2024.322

P. O. Box 1070
Clinton, MS 39060
Phone 601-826-9358



**TO: Telecommunications Dept.
City of Jackson
2320 Riverside Dr.
Jackson, MS 39202**

**COMMENTS OR SPECIAL INSTRUCTIONS: CITY OF JACKSON,
Trouble Service Call for Fiber Optic Repair Riverside Dr. for
Telecommunications Dept. and JPD Security Hub**

TECHNICIAN	P. O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	DATE
ADT		Keith Lewis			03/22/24

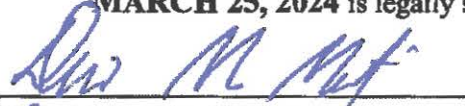
Quantity	Description	Unit Price	Total
300'	Fiber Optic Repair (Underground/Aerial)		
300'	12ct Fiber Optic Cable	\$2.33	\$699.00
2	Install Snow Shoes on Utility Line	\$125.00	\$250.00
20	Service Call plus clean up Trouble Hourly rate	\$250.00	\$5,000.00
	Materials: Includes bolts, nuts, washers, pole attachments, conduit, messenger cable, equipment and lashing of fiber	\$1,051.00	\$1,051.00
2	Terminate Fiber Cable at box and building	\$3,852.00	\$7,704.00
		Subtotal	\$14,704.00
This quote is good for 90 days.		Shipping & Handling	
		Miscellaneous	
		Total	\$14,704.00

Office of the City Attorney
455 East Capitol Street

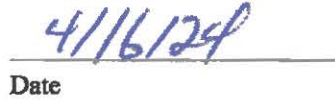
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

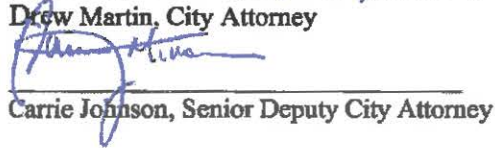
This **ORDER RATIFYING THE PROCUREMENT OF FIBER REPAIR FROM METRO COMMUNICATIONS & UTILITY CONTRACTORS AND AUTHORIZING PAYMENT TO SAID VENDOR IN THE AMOUNT OF \$14,704.00 FOR SERVICES PERFORMED AND COMPLETED ON MARCH 25, 2024** is legally sufficient for placement in NOVUS Agenda



Drew Martin, City Attorney



Date



Carrie Johnson, Senior Deputy City Attorney





DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: March 22, 2024
To: Mayor Chokwe Antar Lumumba
From: Dr. Muriel Reid, Director
Subject: Justification for Fiber Repair

I am writing to provide justification for the procurement of services required for repairing fiber infrastructure at Telecommunications and Jackson Police Department Real Time Command Center (RTCC).

The materials required for this repair encompass various components essential for the restoration and reinforcement of our fiber network. These include bolts, nuts, washers, pole attachments, conduit, messenger cable, equipment, and lashing materials specific to fiber optic cables.

Our network infrastructure plays a crucial role in facilitating seamless communication and data transmission within our organization. Any disruption or degradation in the performance of our fiber optic lines can severely impact our operational efficiency and productivity.

The Department of Information Technology recommends entering into a professional service agreement with Metro Communications and Utilities Company. Metro Communications is a Mississippi company, to provide professional services in the areas fiber repairs and connectivity.

Metro Communications' quote is in the amount \$14,704.00.

004.904.00.6419

24

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PROUDCITY FOR WEBSITE AND HOSTING ANNUAL MAINTENANCE SERVICES.

WHEREAS, the City of Jackson previously contracted with ProudCity, a web platform, that provides the City with the ability to manage digital services through a subscription for website, hosting and other associated products and services; and

WHEREAS, the ProudCity platform provides support for the website and allows administrators to manage critical aspects of the City's online presence; and

WHEREAS, the prior maintenance agreement for ProudCity services expires in May 2024 and a renewal is necessary to continue uninterrupted access to the City's website; and

WHEREAS, ProudCity is the sole provider of the ProudCity website services and the associated product and service package; and

WHEREAS, it is in the best interest of the City of Jackson that the maintenance and website needs for the City of Jackson continue through a renewed service agreement with ProudCity.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an agreement with ProudCity for the purchase of a maintenance agreement for website services and hosting at a total cost of \$12,000.00 for six months.

Agenda Item # 24
May 7, 2024
(Reid, Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PROUDCITY FOR WEBSITE AND HOSTING ANNUAL MAINTENANCE SERVICES** is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, *City Attorney*



DATE

Proudly Serving Jackson, Mississippi

Official ProudCity quote for Jackson, MS
government digital services.

Jackson Proud	2
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Quote	3
About ProudCity	4
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GovTech 100	6
ProudCity Network	7
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Network effect	7
Continuous improvement	7
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Jackson Proud

Welcome to the future of Jackson digital government.

ProudCity offers a fresh approach to supporting local government digital services:

- People-focused, accessible experience
- Continuous empowerment, training and support
- Network of local governments, building together
- Technology that continuously improves

ProudCity promise

We will always:

- Adhere to the highest digital government standards
- Serve you with honesty, empathy and humility

We're ready to join you and proudly serve Jackson.



Team [ProudCity](#)

Quote

Description	Unit price	Cost
<p>ProudCity Standard Plan</p> <ul style="list-style-type: none">• ProudCity Web• ProudCity Service Center• ProudCity Forms• ProudCity Documents• ProudCity Payments• ProudCity Care• ProudCity Safe	<p>\$1,735.17 per month (annual rate)</p> <p>\$2,000 per month (6 month rate)</p>	<p>\$20,822 (per year)</p> <p>Or</p> <p>\$12,000 (per six months)</p>

About ProudCity

ProudCity is a platform that makes it easy and cost-effective to launch and manage local digital government operations, including [websites](#), [meetings](#), [online forms](#) and [payments](#).

ProudCity serves local governments across the United States, including townships, boroughs, cities, agencies, utilities and government-focused non-profit organizations.

Government Technology named ProudCity one of '5 to Watch' in 2016 and has been included in its esteemed GovTech 100 list of top government technology companies since 2017. ProudCity has been featured in *TechCrunch*, *Government Technology*, *StateScoop*, *NextGov*, *Government Computer News* and *Route Fifty*.

Government Technology said of ProudCity, "The future is here, and it's a lot simpler."

ProudCity was founded in 2015.

Learn more: proudcity.com/about

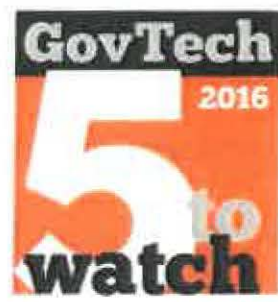
Proudly serving government

Our focus is serving local governments across the United States.



GovTech 100

Since our founding, ProudCity has been honored by *Government Technology's* GovTech 100 list.



Learn more: proudcity.com/govtech100

ProudCity Network

A collaboration between ProudCity and our government partners that helps us continuously improve our platform for them and the people they serve.

Network

The ProudCity Network is made up of:

- Local governments (that ProudCity serves)
- ProudCity (design/technology experts)

Network effect

All local government digital services in the ProudCity Network continuously improve by:

- Government partners giving product feedback to ProudCity
- ProudCity building that feedback into the ProudCity Platform

Continuous improvement

Based on this collaboration, we release regularly scheduled updates that include:

- New features
- Product enhancements
- Bug fixes
- Security updates

Learn more: proudcity.com/network

Solutions

ProudCity makes it easy for Jackson to launch and manage your digital government services.

This includes government-focused:

- Websites ([ProudCity Web](#))
- Content management ([ProudCity CMS](#))
- Documents ([ProudCity Documents](#))
- Meetings ([ProudCity Meetings](#))
- Forms ([ProudCity Forms](#))
- Payments ([ProudCity Payments](#))
- Security ([ProudCity Safe](#))
- Support ([ProudCity Care](#))
- Onboarding ([ProudCity Onboarding](#))

Websites

ProudCity Web makes it easy for Jackson to launch secure, accessible websites.

Domain:	<ul style="list-style-type: none">● Custom (ex: yourcity.gov)
Accessibility:	<ul style="list-style-type: none">● WCAG 2.0 AA● Details: 'Accessibility' section below
Security:	<ul style="list-style-type: none">● 100% encryption (HTTPS)
Mobile-enabled:	<ul style="list-style-type: none">● Smartphones● Tablets● Laptops● Desktops● TVs● Kiosks
Search:	<ul style="list-style-type: none">● Predictive, type-ahead search● Search all site content● Category filters
Answers:	<ul style="list-style-type: none">● Search/category filter for FAQs
Departments:	<ul style="list-style-type: none">● Standardized department pages/subpages
Directory:	<ul style="list-style-type: none">● Agency/department, councils, staff, electeds filters● People profile pages (photo, bio, social)● Contact email, phone, address, fax
Calendar:	<ul style="list-style-type: none">● Search/filter by event type● Save to calendars (iCal, Google, Outlook, Yahoo!)● Directions● Share to social media
Search engine optimization:	<ul style="list-style-type: none">● Webmaster tools XML sitemap● Automatic sitemap.xml generation● Sitemap submitted to Google/Bing

Alert bar:

- Structured HTML mark-up
- Site-wide emergency alert bar
- Color variations
- Customizable, editable text area

Browser compatibility:

- Chrome
- Safari
- Firefox
- Bing
- Tor

Learn more: proudcity.com/web

Content management

ProudCity CMS lets Jackson easily manage all aspects of your website content.

Number of pages:	<ul style="list-style-type: none"> ● Unlimited
Licenses:	<ul style="list-style-type: none"> ● Unlimited
Roles/permissions:	<ul style="list-style-type: none"> ● Admin ● Editor ● Author
Publish/manage:	<ul style="list-style-type: none"> ● Pages ● News posts ● Events ● Frequently asked questions ● Departments ● Documents ● Jobs
Editors:	<ul style="list-style-type: none"> ● Pagebuilder (drag and drop customization) ● Visual (WYSIWYG) ● Text (HTML)
Design:	<ul style="list-style-type: none"> ● Site branding (logo/colors/fonts) ● Pre-built page templates ● Customized page design ● Text modification (bold, italics, etc.) ● 30+ drag-and-drop widgets
Navigation:	<ul style="list-style-type: none"> ● Menus ● Breadcrumbs
Media:	<ul style="list-style-type: none"> ● Images (graphics/photos) ● Videos ● Documents (PDFs)
Embedding:	<ul style="list-style-type: none"> ● Documents ● iFrame (audio/video/media/social media/third party)

Timing:	<ul style="list-style-type: none">● Schedule (content publish/delete dates)● Version management
Links:	<ul style="list-style-type: none">● Redirects● Broken link checker
Newsletter integration:	<ul style="list-style-type: none">● MailChimp● Constant Contact
Data:	<ul style="list-style-type: none">● 100% ownership● 100% export (content and code)
Analytics:	<ul style="list-style-type: none">● Analytics dashboard● Integrated with Google Analytics

Learn more: proudcity.com/cms

Documents

ProudCity Documents makes it easy for Jackson to publish online documents.

Files:	<ul style="list-style-type: none">• Unlimited (under 25 MB per file)
Example uses:	<ul style="list-style-type: none">• Document lists• Meetings• Agendas• Reports
Management:	<ul style="list-style-type: none">• Organize by folder
Embedding:	<ul style="list-style-type: none">• PDFs• Single/multiple pages
Search:	<ul style="list-style-type: none">• Document title search

NOTE: See Quote section below for ProudCity Documents and ProudCity Search+Docs add-on options and pricing.

Learn more: proudcity.com/documents

Meetings

ProudCity Meetings helps Jackson publish and manage meeting minutes, agendas and videos.

Publish:	<ul style="list-style-type: none">● Agendas● Minutes● Videos (YouTube)● Contact information
Formats:	<ul style="list-style-type: none">● Text/HTML● PDF
Design:	<ul style="list-style-type: none">● Customize council, board, etc., meetings pages● Add meetings widget to any page● List upcoming meetings● Display past meetings archive
Timestamping:	<ul style="list-style-type: none">● Bookmark timestamps in YouTube videos
Search:	<ul style="list-style-type: none">● Search meeting agendas/minutes from site search (advanced search with ProudCity Search+Docs)

NOTE: See Quote section below for ProudCity Meetings add-on options and pricing.

Learn more: proudcity.com/meetings

Forms

ProudCity Forms makes it easy to create and manage secure, mobile-friendly online forms.

Number of forms:	<ul style="list-style-type: none">● Unlimited
Example uses:	<ul style="list-style-type: none">● Payments (fines, tickets)● Permits● Issue reporting● Job applications● Subscriptions (alerts, newsletters)
Accessibility:	<ul style="list-style-type: none">● WCAG 2.0 AA
Mobile-enabled:	<ul style="list-style-type: none">● Smartphones● Tablets● Laptops● Desktops● TVs● Kiosks
Manage:	<ul style="list-style-type: none">● Add/edit/delete forms● Drag-and-drop form builder● Confirmation pages / emails
Documents:	<ul style="list-style-type: none">● File uploads, attach documents to forms● Associate digital forms with print versions
Data:	<ul style="list-style-type: none">● Forms manager dashboard● Download form submissions to .xls/.csv
Payments:	<ul style="list-style-type: none">● PCI compliant credit card processing
Integrations:	<ul style="list-style-type: none">● ProudCity Payments● MailChimp● ConstantContact

Learn more: proudcity.com/forms

Payments

ProudCity Payments makes it easy to set up and manage Jackson web and mobile payments.

Number of payment forms:	<ul style="list-style-type: none">● Unlimited
Example uses:	<ul style="list-style-type: none">● Permits● Tickets/fines● Event registrations● Taxes
Compliance:	<ul style="list-style-type: none">● PCI compliant
Credit cards:	<ul style="list-style-type: none">● Visa● Mastercard● American Express● + more
Manage:	<ul style="list-style-type: none">● Dashboard of payments, payouts, transactions● Notifications (customized confirmation emails)● Recurring payment transactions● Issue refunds
Data:	<ul style="list-style-type: none">● Viewable/downloadable reports

Learn more: proudcity.com/payments

Security

ProudCity Safe guarantees Jackson has a comprehensive approach to web security.

Encryption:	<ul style="list-style-type: none">● 100% HTTPS SSL
Up-time:	<ul style="list-style-type: none">● 99.9% monthly average
Software updates:	<ul style="list-style-type: none">● Every two weeks (minimum)● Security vulnerabilities released immediately
Authentication:	<ul style="list-style-type: none">● Secure user storage authentication
Back-up / recovery:	<ul style="list-style-type: none">● Daily database/files back-ups stored in secondary data center for one week● Weekly back-ups (every Sunday - stored for five weeks)● Manual back-ups via customer support ticket
Monitoring:	<ul style="list-style-type: none">● Third-party monitoring (pings website up-time every five minutes with a 30-second threshold)● Continuous monitoring for vulnerabilities (code, administrator access, backup verification)
DDOS:	<ul style="list-style-type: none">● Distributed denial-of-service protection
Hot fixes:	<ul style="list-style-type: none">● Serious vulnerabilities released immediately

Learn more: proudcity.com/security

Support

ProudCity Care ensures Jackson gets the customer support you need.

Documentation:	<ul style="list-style-type: none">● 24/7 public knowledge base● Help videos● Documentation (help.proudcity.com)● Self-service guides (help.proudcity.com/guides)● Frequently asked questions
Ticketing:	<ul style="list-style-type: none">● U.S. based● Monday-Friday (within 24 hours)● Weekends/holidays (within 48-hours)
Emergency:	<ul style="list-style-type: none">● Expedited

Learn more: proudcity.com/support

Onboarding

ProudCity Onboarding streamlines Jackson new website launch.

Includes:	<ul style="list-style-type: none">● Digital government training for all technology backgrounds● Accessibility best practices training● Open culture coaching/mentorship● Project management, launch support● ProudCity platform training● Hands-on, collaborative customization
Training:	<ul style="list-style-type: none">● 24 hours of experienced based training sessions
Timeline:	<ul style="list-style-type: none">● Within 90 days, you will launch your new website.● By Day 30: Be trained on the basics and ready to experiment and test new ideas.● By Day 60: Be fully trained and ready for public feedback on your test website.● By Day 90: Confidently launch your new live website.● After 90 days: You're fully onboarded and get ticketing support and product upgrades.

Learn more: proudcity.com/onboarding

Accessibility

Conformance:	<ul style="list-style-type: none">● WCAG 2.0 AA● ProudCity Voluntary Product Accessibility Template
Statement:	<ul style="list-style-type: none">● ProudCity accessibility statement
Tools:	<ul style="list-style-type: none">● ProudCity Accessibility Checker (PAC)
Content:	<ul style="list-style-type: none">● Skip links to primary page elements, website sitemap● Keyboard tabbing● Text resizing● Required image "alt" tags● Forms labeling, aria attributes● Semantic markup and aria descriptors on UI components (icons, etc.)
Testing:	<ul style="list-style-type: none">● Web Accessibility Evaluation (WAVE)

Learn more: proudcity.com/accessibility

Technical specifications

ProudCity is powered by modern, open technologies.

Hosting:	<ul style="list-style-type: none">● Google Cloud● Kubernetes● Docker
Infrastructure:	<ul style="list-style-type: none">● Linux● Apache● PHP● MySQL
Encryption:	<ul style="list-style-type: none">● Let's Encrypt
Authentication:	<ul style="list-style-type: none">● Auth0
Search:	<ul style="list-style-type: none">● Elasticsearch
Front-end:	<ul style="list-style-type: none">● Bootstrap● Font Awesome
Content management:	<ul style="list-style-type: none">● WordPress
Data:	<ul style="list-style-type: none">● WordPress REST API
License:	<ul style="list-style-type: none">● GNU Affero GPL license, version 3

Learn more: proudcity.com/tech

Renewals/cancellations

- Monthly/annual billing options, automatically renewed.
- Subscriptions/add-ons can be canceled any time.

Contact

- Phone: (510) 671-0593
- Email: info@proudcity.com
- Web: proudcity.com/contact

References

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Santa-ana.org

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Edmund Garcia

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909.625.9494

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4/4/24 A.D.

ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO VARIOUS ORGANIZATIONS TO SUPPORT THE DEVELOPMENT OF THE ARTS OR SOCIAL AND COMMUNITY SERVICE PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE ENTITIES RECEIVING MATCHING FUNDS.

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

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

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2023-2024 fiscal year for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural projects that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the administration evaluated the applications and determined that the following entities are eligible to receive the matching funds pursuant to Section 39-15-1 or Section 21-19-65 and recommend that the budgeted funds be awarded to the following organizations to match other funds for either the development, promotion, or coordination of the arts or the support of a social and community service program; and

WHEREAS, the Department of Human and Cultural Services recommends that the governing authorities for the City of Jackson award matching funds as set forth below:

Arts and Community Grants

1	AMIABLE ARTS FOUNDATION-STREET SYMPHONY Amia Edwards 2021 Alta Wood Blvd Jackson, MS 39204 amia@amiaedwards.com	\$10,000
2	GREATER BELHAVEN FOUNDATION Mary Alex Thigpen Community Art Series 954 E. Fortification Street	\$10,000

Agenda Item #
May 7, 2024
(Scott, Lumumba)

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	Jackson, MS 39202 director@greaterbelhaven.com	
3	JACKSON MUSIC AWARD EVENT 1 GOSPEL Jesse Thompson P. O. Box 20005, Westland Station Jackson, MS 39209 jthompson.jmaa@gmail.com	\$8,000
4	JACKSON MUSIC AWARD EVENT 2 R&B Jesse Thompson P. O. Box 20005, Westland Station Jackson, MS 39209 jthompson.jmaa@gmail.com	\$8,000
5	JACKSON MUSIC AWARDS EVENT 3 Jesse Thompson The City with Soul Celebrates P. O. Box 20005 Westland Station Jackson, MS 39209 Jthompson.jmaa@gmail.com	\$8,000
6	DOG GONE DITION FESTIVAL Rander Phillip Adams 401 E. South St. Unit 2647 Jackson MS 39207 randywildmanbrown@gmail.com	\$8,000
7	WEST JACKSON COMMUNITY DEVELOPMENT CORP. Linda Carter 1328 Highway 80 West Jackson, MS 39204 linda.carter@jsums.edu	\$10,000
8	USA INTERNATIONAL BALLET COMPETITION Mona Nicholas P. O. Box 3696 Jackson, MS 39207 mnicholas@usaibc.com	\$10,000
9	FOUNDATION FOR MISSISSIPPI HISTORY Laney McDonald Mississippi Maker's Fest P.O. Box 571 Jackson, MS 39205 lmcdonald@mdah.ms.gov	\$10,000
10	SHOWTIME AT JACKSON Fredia Perkins 3733 Azalea Drive Jackson, MS 39206 fredniaperkins@ymail.com	\$10,000
11	MISSISSIPPI SHAKESPEARE FESTIVAL Amile Wilson 1347 Fountaine Dr. Jackson, MS 39211	\$10,000

	amile.wilson@msshakes.org	
12	THE ASSOCIATION OF SOUTH JACKSON NEIGHBORHOODS Ernest Ward 5 th Annual South Jackson parade 148 Cedarwood Drive Jackson, MS 39212 erne6wa@yahoo.com	\$8,000
13	COMMUNITY FOUNDATION FOR MISSISSIPPI Jane Alexander Hal's St Paddy's Parade Fund 119 S President St, First Floor Jackson, MS 39201 jane@formississippi.org	\$10,000
14	MISSISSIPPI OPERA ASSOCIATION, INC. D.B.A. OPERA MISSISSIPPI Anna Dean Mozart Magic Flute 201 E Pascagoula St #105 Jackson, MS 39201 anna@operams.org	\$10,000
15	KINETIC ETCHINGS Kathryn G. Wilson Kinetic Etching Dance Project 1347 Fountaine Drive Jackson, MS 39211 kathryn@kineticetchings.org	\$10,000
	TOTAL	\$140,000.00

IT IS HEREBY ORDERED, that the matching funds in the amount set forth above are awarded to the entities listed and in accordance with the Memorandum of Understanding attached hereto and made part of the minutes.

IT IS FURTHER ORDERED, that the Mayor shall execute a Memorandum of Understanding with each organization listed above to govern the receipt of the matching funds.

Item# _____

Date _____

By: Scott, Lumumba

ITEM 10 POINT DATA SHEET

DATE: 03/26/2024

POINTS		COMMENTS																																
1.	Brief Description/Purpose	Order authorizing the contribution of matching funds for the purpose of supporting the development of the arts or social and community service program and authorizing the Mayor to execute contracts with various organizations.																																
2.	Public Policy Initiative <ul style="list-style-type: none"> ○ Youth & Education ○ Crime Prevention ○ Changes in City Government ○ Neighborhood Enhancement ○ Economic Development ○ Infrastructure and Transportation ○ Quality of Life 	Quality of Life Economic Development																																
3.	Who will be affected	The general public																																
4.	Benefits	Increased and improved services in the City of Jackson																																
5.	Schedule (Beginning date) (Completion date)	As soon as approved																																
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide																																
7.	Action implemented by: <ul style="list-style-type: none"> ○ Mayor's Office ○ City Department ○ Consultant 	Department of Human and Cultural Services																																
8.	COST	<table border="1"> <tbody> <tr><td>Amiable Arts foundation</td><td>\$10,000</td></tr> <tr><td>Greater Belhaven Foundation</td><td>\$10,000</td></tr> <tr><td>Jackson Music Awards Event 1 Gospel</td><td>\$8,000</td></tr> <tr><td>Jackson Music Awards Event 2 R&B</td><td>\$8,000</td></tr> <tr><td>Jackson Music Awards Event 3 The City with Soul Celebrates</td><td>\$8,000</td></tr> <tr><td>Dog Gone Dition Festival</td><td>\$8,000</td></tr> <tr><td>West Jackson Community Development Corp</td><td>\$10,000</td></tr> <tr><td>USA International Ballet Competition</td><td>\$10,000</td></tr> <tr><td>Foundation for Mississippi History</td><td>\$10,000</td></tr> <tr><td>Showtime At Jackson</td><td>\$10,000</td></tr> <tr><td>Mississippi Shakespeare Festival</td><td>\$10,000</td></tr> <tr><td>ASSOCIATION OF SOUTH JACKSON NEIGHBORHOODS</td><td>\$8,000</td></tr> <tr><td>COMMUNITY FOUNDATION FOR MS HAL'S ST. PADDY'S PARADE FUND</td><td>\$10,000</td></tr> <tr><td>Mississippi Opera Assoc., Inc. d.b.a. Opera Mississippi</td><td>\$10,000</td></tr> <tr><td>Kinetic Etchings</td><td>\$10,000</td></tr> <tr><td>Total</td><td>\$140,000</td></tr> </tbody> </table>	Amiable Arts foundation	\$10,000	Greater Belhaven Foundation	\$10,000	Jackson Music Awards Event 1 Gospel	\$8,000	Jackson Music Awards Event 2 R&B	\$8,000	Jackson Music Awards Event 3 The City with Soul Celebrates	\$8,000	Dog Gone Dition Festival	\$8,000	West Jackson Community Development Corp	\$10,000	USA International Ballet Competition	\$10,000	Foundation for Mississippi History	\$10,000	Showtime At Jackson	\$10,000	Mississippi Shakespeare Festival	\$10,000	ASSOCIATION OF SOUTH JACKSON NEIGHBORHOODS	\$8,000	COMMUNITY FOUNDATION FOR MS HAL'S ST. PADDY'S PARADE FUND	\$10,000	Mississippi Opera Assoc., Inc. d.b.a. Opera Mississippi	\$10,000	Kinetic Etchings	\$10,000	Total	\$140,000
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Kinetic Etchings	\$10,000																																	
Total	\$140,000																																	
9.	Source of Funding <ul style="list-style-type: none"> ○ General Fund ○ Enterprise ○ Grant ○ Bond Other	General Funds Acct# 001 43300 6742																																


10.	EBO participation	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A
		AABE	_____ %	WAIVER	yes	_____	no	_____	N/A
		WBE	_____ %	WAIVER	yes	_____	no	_____	N/A
		HBE	_____ %	WAIVER	yes	_____	no	_____	N/A
		NABE	_____ %	WAIVER	yes	_____	no	_____	N/A



DEPARTMENT OF HUMAN AND CULTURAL SERVICES

MEMORANDUM

To: Chokwe Antar Lumumba
Mayor

From: Dr. Pamela Scott, Director 
Human and Cultural Services

Date: March 26, 2024

Subject: Grant Recommendations

City of Jackson staff have reviewed and evaluated the Cultural Arts and Community Based proposals submitted for funding from the general fund. Based on the rating system used by staff the organizations listed below are the recommendations made for funding.

Arts and Community Grants

Amiable Arts foundation	\$10,000
Greater Belhaven Foundation	\$10,000
Jackson Music Awards Event 1 Gospel	\$8,000
Jackson Music Awards Event 2 R&B	\$8,000
Jackson Music Awards Event 3 The City with Soul Celebrates	\$8,000
Dog Gone Dition Festival	\$8,000
West Jackson Community Development Corp	\$10,000
USA International Ballet Competition	\$10,000
Foundation for Mississippi History	\$10,000
Showtime At Jackson	\$10,000
Mississippi Shakespeare Festival	\$10,000
ASSOCIATION OF SOUTH JACKSON NEIGHBORHOODS	\$8,000
COMMUNITY FOUNDATION FOR MS HAL'S ST. PADDY'S PARADE FUND	\$10,000

Mississippi Opera Assoc., Inc. d.b.a. Opera Mississippi	\$10,000
Kinetic Etchings	\$10,000
Total	\$140,000

I am requesting this item be placed on the Council agenda.

Should you have questions or concerns regarding this matter, please do not hesitate to notify me.

Office of the City Attorney

4/4/24 A.U.

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE CONTRIBUTION IF MATCHING FUNDS TO VARIOUS ORGANIZATIONS TO SUPPORT THE DEVELOPMENT OF THE ARTS OF SOCIAL AND COMMUNITY SERVICE PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE ENTITIES RECEIVING MATCHING FUNDS is legally sufficient for placement in NOVUS Agenda.

Drew Martin

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

4/16/24
Date

MEMORANDUM OF UNDERSTANDING

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

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

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

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2023-2024 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services program; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2023-2024 fiscal year for the promotion and development of the arts; and

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

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

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

WITNESSETH:

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

1. The Agency shall provide oversight and management of the “Street Symphony,” a musical symphony starring young budding musicians and performing artists in the City of Jackson. The Street Symphony will be held on a public street near the Mississippi Museum of Art or Thalia Mara Hall on or before September 30, 2024.

2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2024. Any allocated funds not requested on or before September 5, 2024 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
3. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
4. This MOU shall commence upon execution and end on September 30, 2024.
5. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
6. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2024.
7. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
8. The City, or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
9. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
10. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
11. In the event the Agency fails to comply with any provision of this MOU, the City

may terminate the MOU upon giving thirty (30) days written notice to the Agency.

12. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
13. It is expressly understood and agreed that the obligation of Agency 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, the City and Agency shall have the right upon ten (10) working days written notice to Agency to terminate this Agreement without damage, penalty, cost or expenses to the City or Agency 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.
14. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
15. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
16. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
17. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

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

_____ day of _____, 2024.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

AMIABLE ARTS FOUNDATION

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

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

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

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

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2023-2024 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services program; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2023-2024 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to the Greater Belhaven Foundation to provide the 2024 Greater Belhaven Arts Series within the City of Jackson; and

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

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

WITNESSETH:

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

1. The Agency shall provide oversight and management of 2024 Greater Belhaven Arts Series.
 - a. Shakespeare in the Park – (April 2024) A performance by the New Stage Inters on the stage at Belhaven Park. Two performances and provide educational materials, or a pre-concert talk for attendees.

- b. Music in the Park – (TBA 2024) We have invited the Mississippi Symphony orchestra to perform on our main stage for attendees.
 - c. Music in the Park – (TBD 2024) A musical performance by students from Ida B. Wells Academic and Performing Arts Center or Mississippi Youth Symphony bring classical and popular music to the park as well as provide a performance opportunity for students.
2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2024. Any allocated funds not requested on or before September 5, 2024 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
3. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
4. This MOU shall commence upon execution and end on September 30, 2024.
5. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
6. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2024.
7. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
8. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
9. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).

10. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
11. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
12. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
13. It is expressly understood and agreed that the obligation of Agency 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, the City and Agency shall have the right upon ten (10) working days written notice to Agency to terminate this Agreement without damage, penalty, cost or expenses to the City or Agency 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.
14. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
15. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
16. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
17. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

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

_____ day of _____, 2024.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

GREATER BELHAVEN FOUNDATION

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **JACKSON MUSIC AWARDS ASSOCIATION, INC.** hereinafter referred to as the "Agency," whose address is P. O. Box 20005 Westland Station Jackson, Mississippi 39289; and

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

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

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2023-2024 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an order authorizing the award of a matching grant, on a reimbursement basis, to Jackson Music Awards Association, Inc. to provide support on July 28, 2024, for the 46th Annual Gospel Music Awards Event at the Jackson Convention Center's Trustmark Ballroom within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Eight Thousand Dollars and No Cents (\$8,000.00); and

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

WITNESSETH:

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

1. The Agency shall provide oversight and management for all activities for the provision for the July 28, 2024, 46th Annual Mississippi Gospel Music Awards Event at the Jackson Center's Trustmark Ballroom. This event will create awareness and exposure for the musical talents of numerous artists throughout the South and Southeast.
2. The Agency shall provide the City with reports on its activities, expenditure, and the

availability of matching funds as a condition precedent to receiving the funds allocated.

3. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
4. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2024. Any allocated funds not requested on or before September 5, 2024, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. This MOU shall commence upon execution and end on September 30, 2024.
7. The City shall provide funds up to Eight Thousand Dollars and No Cents (\$8,000.00) to the Agency, on a reimbursement and matching funds basis for performance of the services set forth and specified herein.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
12. The City may, without cause, terminate the MOU upon giving thirty (30) days written

notice to the Agency.

13. It is expressly understood and agreed that the obligation of Agency 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, the City and Agency shall have the right upon ten (10) working days written notice to Agency to terminate this Agreement without damage, penalty, cost or expenses to the City or Agency 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.
14. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
16. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
17. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
18. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
19. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

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

_____ day of _____, 2024.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**JACKSON MUSIC AWARDS
ASSOCIATION, INC.**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **JACKSON MUSIC AWARDS ASSOCIATION, INC.** hereinafter referred to as the "Agency," whose address is P. O. Box 20005 Jackson, Mississippi 39289; and

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

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

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2023-2024 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural projects that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to Jackson Music Awards Association, Inc. to provide support on July 29, 2024, for the 50th Annual Jackson Music Awards Event at the Jackson Convention Center's Trustmark Ballroom within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Eight Thousand Dollars and No Cents (\$8,000.00); and

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

WITNESSETH:

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

1. The Agency shall provide oversight and management for all activities for the provision of the 50th Annual Jackson Music Awards held at the Jackson Convention Center's Trustmark Ballroom. This event creates awareness and exposure for the musical talents of numerous artists from the South and Southeast. This event will honor the Kings and Queens of Soul.
2. The Agency shall provide the City with reports on its activities, expenditure, and the

availability of matching funds as a condition precedent to receiving the funds allocated.

3. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2024. Any allocated funds not requested on or before September 5, 2024, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
4. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. This MOU shall commence upon execution and end on September 30, 2024.
7. The City shall provide funds up to Eight Thousand Dollars and No Cents (\$8,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.

12. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. It is expressly understood and agreed that the obligation of Agency 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, the City and Agency shall have the right upon ten (10) working days written notice to Agency to terminate this Agreement without damage, penalty, cost or expenses to the City or Agency 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.
14. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
16. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
17. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
18. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
19. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

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

_____ day of _____, 2024.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**JACKSON MUSIC AWARDS
ASSOCIATION, INC.**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City," and the **JACKSON MUSIC AWARDS ASSOCIATION, INC.** hereinafter referred to as the "Agency," whose address is P. O. Box 20005 Jackson, Mississippi 39289; and

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

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

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2023-2024 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural projects that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to Jackson Music Awards Association, Inc. to provide support on July 27, 2024, for the City with Soul Celebrates the Birthplace of America's Music Event at Duling Hall in Fondren within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Eight Thousand Dollars and No Cents (\$8,000.00); and

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

WITNESSETH:

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

1. The Agency shall provide oversight and management for all activities for the provision for the City with Soul Celebrates Mississippi, the Birthplace of America's Music, held on July 27, 2024 at Duling Hall in Fondren. This event creates awareness and exposure for the musical talents of numerous artists from the South and Southeast.

2. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
3. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2024. Any allocated funds not requested on or before September 5, 2024, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
4. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. This MOU shall commence upon execution and end on September 30, 2024.
7. The City shall provide funds up to Eight Thousand Dollars and No Cents (\$8,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the

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

12. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. It is expressly understood and agreed that the obligation of Agency 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, the City and Agency shall have the right upon ten (10) working days written notice to Agency to terminate this Agreement without damage, penalty, cost or expenses to the City or Agency 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.
15. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
16. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
17. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
18. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
19. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

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

_____ day of _____, 2024.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**JACKSON MUSIC AWARDS
ASSOCIATION, INC.**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and **DOG GONE DITION FESTIVAL** hereinafter referred to as the "Agency," whose address is 401 E South Street, Unit 2647, Jackson, Mississippi 39207; and

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

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

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2023-2024 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural projects that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to Dog gone Dition Festival to provide support on August 3, 2024, for the 14th Annual Dog Gone Dition Festival in West Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Eight Thousand Dollars and No Cents (\$8,000.00); and

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

WITNESSETH:

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

1. The Agency shall provide oversight and management of all activities for the provision for the August 3, 2024, the 14th Annual Dog Gone Dition Festival, a drug-free back to school, "Unity in the Community, Silence the Violence-Increase the Peace," family event.

2. The Agency shall provide the City with reports on its activities, expenditure, and the availability of matching funds as a condition precedent to receiving the funds allocated.
3. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
4. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2024. Any allocated funds not requested on or before September 5, 2024 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. The City shall provide funds up to Eight Thousand Dollars and No Cents (\$8,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
7. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2024.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).

11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
12. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. It is expressly understood and agreed that the obligation of Agency 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, the City and Agency shall have the right upon ten (10) working days written notice to Agency to terminate this Agreement without damage, penalty, cost or expenses to the City or Agency 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.
14. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
16. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
17. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
18. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
19. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

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

_____ day of _____, 2024.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

DOG GONE DITION FESTIVAL

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as “City”, and **USA INTERNATIONAL BALLET** hereinafter referred to as the “Agency,” whose address is P. O. Box 3696 Jackson, Mississippi 39207; and

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

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

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2023-2024 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural projects that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to the USA International Ballet Competition City Dance program; and

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

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

WITNESSETH:

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

1. The Agency shall provide oversight and management of all activities for the provision for the USA International Ballet Competition – City Dance. The City Dance program which consists of ballet class auditions, ballet classes, city dance parent meeting, performance, city dance workshop, city dance art project, spring recital & city dance reception and art showcases through the Jackson Public Schools academic year, late September 2023 through May 2024.

2. The Agency shall provide the City with reports on its activities, expenditure, and the availability of matching funds as a condition precedent to receiving the funds allocated.
3. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
4. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2024. Any allocated funds not requested on or before September 5, 2024 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
7. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2024.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.

12. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. It is expressly understood and agreed that the obligation of Agency 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, the City and Agency shall have the right upon ten (10) working days written notice to Agency to terminate this Agreement without damage, penalty, cost or expenses to the City or Agency 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.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
16. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
17. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
18. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
19. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

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

_____ day of _____, 2024.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

USA INTERNATIONAL BALLET

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **FOUNDATION FOR MISSISSIPPI HISTORY** hereinafter referred to as the "Agency," whose address is P.O. Box 571, Jackson, MS 39205; and

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

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

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2023-2024 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services program; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2023-2024 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to the Foundation for Mississippi History to provide funds to assist with Mississippi Makers Fest at the Two Mississippi Museums on May 11, 2024. This is a community-driven event that brings together local artisans, food vendors, and musicians to celebrate the rich cultural heritage within the City of Jackson; and

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

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

WITNESSETH:

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

1. The Agency shall provide oversight and management of the Mississippi Makers Fest at the Two Mississippi Museums on May 11, 2024, including Musical Entertainment, Artisans and Food Trucks, Mini Makers, and Free Galleries Access.
2. The Agency shall provide the City with reports on its activities, expenditures, and

written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2024. Any allocated funds not requested on or before September 5, 2024 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.

3. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 and 21-19-65 of the Mississippi Code.
4. This MOU shall commence upon execution and end on September 30, 2024.
5. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
6. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2024.
7. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
8. The City, or its authorize representative, shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
9. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
10. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
11. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
12. The Agency agrees to indemnify and hold harmless the City, its officers, and its

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

13. It is expressly understood and agreed that the obligation of Agency 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, the City and Agency shall have the right upon ten (10) working days written notice to Agency to terminate this Agreement without damage, penalty, cost or expenses to the City or Agency 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.
14. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
18. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
19. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

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

_____ day of _____, 2024.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

FOUNDATION FOR MISSISSIPPI HISTORY

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **SHOWTIME AT JACKSON** hereinafter referred to as the "Agency," with its principal place of business at 3733 Azalea Drive Jackson, Mississippi 39206; and

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

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

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

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural projects that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to Showtime at Jackson to provide youth and young people from low to moderate socio-economic backgrounds exclusive informative sessions on music and arts education and industry related topics from March 2024 through May 2024; and

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

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

WITNESSETH:

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

1. The Agency shall provide oversight and management for all activities for Showtime at Jackson to provide youth and young people from low to moderate socio-economic backgrounds exclusive informative sessions on music and arts education and industry related topics from March 2024 through May 2024
2. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for

reimbursement must be submitted by the Agency on or before September 5, 2024. Any allocated funds not requested on or before September 5, 2024, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated

3. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
4. The Agency shall provide the City with reports on its activities, expenditure, and the availability of matching funds as a condition precedent to receiving the funds allocated.
5. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
6. This MOU shall commence upon execution and end on September 30, 2024.
7. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for the performance of the services set forth and specified herein.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
12. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.

13. It is expressly understood and agreed that the obligation of Agency 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, the City and Agency shall have the right upon ten (10) working days written notice to Agency to terminate this Agreement without damage, penalty, cost or expenses to the City or Agency 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.
14. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
16. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
17. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
18. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
19. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

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

_____ day of _____, 2024.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

SHOWTIME AT JACKSON

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **MISSISSIPPI SHAKESPEARE FESTIVAL** hereinafter referred to as the "Agency," whose address is 1347 Fontaine Drive, Jackson, MS 39211; and

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

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

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2023-2024 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services program; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural projects that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2023-2024 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to the Mississippi Shakespeare Festival Foundation to provide funds for Shakespeare in the Park 2024 production of *Much Ado About Nothing in April* and an educational touring production of *A Midsummer Night's Dream* to two Jackson High Schools; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to the Mississippi Shakespeare Festival to provide support Shakespeare in the Park 2024 production of *Much Ado About Nothing in April* and an educational touring production of *A Midsummer Night's Dream* to two Jackson High Schools; and

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

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

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and the Mississippi Shakespeare Festival (“Agency”) agree as follows:

1. The Agency shall provide oversight and management of the Mississippi Shakespeare Festival, which will include Shakespeare in the Park 2024 production of Much Ado About Nothing in April and an education touring production of A Midsummer Night’s Dream for two Jackson High Schools.
2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. The Agency must submit any final request for reimbursement on or before September 30, 2024. Any allocated funds not requested on or before September 30, 2024 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated. However, the project is expected to be completed by October 31, 2024, and any request for reimbursement shall be authorized after September 30, 2024, for properly incurred expenses for this project.
3. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 and 21-19-65 of the Mississippi Code.
4. This MOU shall commence upon execution and end on September 30, 2024.
5. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
6. This MOU shall be effective as of the date of the Jackson City Council’s action awarding the funds and end on or before September 30, 2024.
7. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
8. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.

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

by the City in the event of default or breach and shall not be waived.

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

_____ day of _____, 2024.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

MISSISSIPPI SHAKESPEARE FESTIVAL

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

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

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

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

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2023-2024 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services program; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2023-2024 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to the Association of South Jackson Neighborhoods to provide the Fifth Annual South Jackson Festival and Parade to promote unity in the community. The event will kick off April 13, 2024, at McDowell Road and Suncrest Drive within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Eight Thousand Dollars and No Cents (\$8,000.00); and

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

WITNESSETH:

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

1. The Agency shall provide oversight and management for the Fifth Annual South Jackson Festival and Parade for the City of Jackson on April 13, 2024. The festival is an annual event to promote unity in the community and foster a sense of pride and achievement.
2. The Agency shall provide the City with written documentation evidencing the

matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2024. Any allocated funds not requested on or before September 5, 2024 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.

3. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
4. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
5. This MOU shall commence upon execution and end on September 30, 2024.
6. The City shall provide funds up to Eight Thousand Dollars and No Cents (\$8,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
7. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2024.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
12. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.

13. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
14. It is expressly understood and agreed that the obligation of Agency 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, the City and Agency shall have the right upon ten (10) working days written notice to Agency to terminate this Agreement without damage, penalty, cost or expenses to the City or Agency 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.
15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
18. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
19. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

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

_____ day of _____, 2024.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**ASSOCIATION OF SOUTH JACKSON
NEIGHBORHOODS**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as “**City**,” and the Community Foundation for Mississippi Hal’s St Paddy’s Parade Fund., hereinafter referred to as the “**Agency**,” whose address is 119 South President Street, First Floor, Jackson, Mississippi 39201; and

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

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

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2023-2024 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an order authorizing the award of a matching grant, on a reimbursement basis, to the Community Foundation for Mississippi Hal’s St Paddy’s Parade Fund held to provide support for events held on March 22, 2024 through March 23, 2024; and

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

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

WITNESSETH:

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

1. The Agency shall provide oversight and management for an in-person parade to celebrate the City of Jackson, all activities for the provision for the March 23, 2024, at the Community Foundation for Mississippi Hal’s St Paddy’s Parade event.

2. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2024. Any allocated funds not requested on or before September 5, 2024, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
3. The Agency shall provide the City with reports on its activities, expenditure, and the availability of matching funds as a condition precedent to receiving the funds allocated.
4. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. This MOU shall commence upon execution and end on September 30, 2024.
7. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient

revenues during the budget year to provide the monies allocated.

12. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. It is expressly understood and agreed that the obligation of Agency 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, the City and Agency shall have the right upon ten (10) working days written notice to Agency to terminate this Agreement without damage, penalty, cost or expenses to the City or Agency 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.
14. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agent, or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
16. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
17. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
18. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
19. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2024.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

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

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City," and **MISSISSIPPI OPERA ASSOCIATION, INC. d.b.a. OPERA MISSISSIPPI** hereinafter referred to as the "Agency," whose address is 201 E Pascagoula St #105 Jackson, Mississippi 39201; and

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

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

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2023-2024 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to Mississippi Opera Association d.b.a. Opera Mississippi; and

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

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

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the Mississippi Opera Association d.b.a. Opera Mississippi agree as follows:

1. The Agency shall provide oversight and management of all activities for the provision for the Mississippi Opera Association d.b.a. Opera Mississippi – Mozart 's the Magic Flute. Events will begin March 20, 2024, through June 30, 2024.
2. The Agency shall provide to the City reports on its activities, expenditure, and the

availability of matching funds and as a condition precedent to receiving the funds allocated.

3. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
4. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2024. Any allocated funds not requested on or before September 5, 2024 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
7. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2024.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.

12. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. It is expressly understood and agreed that the obligation of Agency 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, the City and Agency shall have the right upon ten (10) working days written notice to Agency to terminate this Agreement without damage, penalty, cost or expenses to the City or Agency 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.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
16. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
17. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
18. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
19. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

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

_____ day of _____, 2024.

CITY OF JACKSON, MISSISSIPPI

BY: _____

Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**MISSISSIPPI OPERA ASSOCIATION INC.
d.b.a. OPERA MISSISSIPPI**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as “City,” and the **KINETIC ETCHINGS** hereinafter referred to as the “Agency,” with its principal place of business at 1347 Fountaine Drive Jackson, Mississippi 39211; and

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

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

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2023-2024 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to Kinetic Etchings to provide support on November 1, 2023 – October 31, 2024, for a series of professional dance performance in educational and culture institutions within the City of Jackson; and

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

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

WITNESSETH:

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

1. The Agency shall provide oversight and management for all activities for the provision for the November 1, 2023 - October 31, 2024. Kinetic Etchings Dance project will provide a series of professional dance performance to be conducted in educational and cultural institutions within the City of Jackson. culminating with a Celebratory Music and Arts Concert.

2. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2024. Any allocated funds not requested on or before September 5, 2024, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
3. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
4. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
5. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
6. This MOU shall commence upon execution and end on September 30, 2024.
7. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.

12. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. It is expressly understood and agreed that the obligation of Agency 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, the City and Agency shall have the right upon ten (10) working days written notice to Agency to terminate this Agreement without damage, penalty, cost or expenses to the City or Agency 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.
15. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
16. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
17. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
18. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
19. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

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

_____ day of _____, 2024.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

KINETIC ETCHINGS

BY: _____
Director

Name
Amiable Arts Foundation
Amiable Arts Foundation, Corporation

Name Type
Legal
Previous Legal

Business Information

Business Type: Non Profit Corporation
Business ID: 1327837
Status: Good Standing
Effective Date: 03/03/2022
State of Incorporation: Mississippi
Principal Office Address: NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name
[Amia D Edwards](#)
2021 Alta Woods Blvd
Jackson, MS 39204

Officers & Directors

Name	Title
Amia D Edwards 2021 Alta Woods Blvd Jackson, MS 39204	Incorporator

Name
GREATER BELHAVEN NEIGHBORHOOD FOUNDATION

Name Type
Legal

Business Information

Business Type: Non Profit Corporation
Business ID: 672916
Status: Good Standing
Effective Date: 07/02/1999
State of Incorporation: Mississippi
Principal Office Address:

Registered Agent

Name
Casey Creasey
954 Fortification St
Jackson, MS 39202

Officers & Directors

Name	Title
CORY T WILSON ESQ 633 N STATE ST, PO BOX 427 JACKSON, MS 39205-427	Incorporator

Name
JACKSON MUSIC AWARDS ASSOCIATION, INC.

Name Type
Legal

Business Information

Business Type: Non Profit Corporation
Business ID: 574135
Status: Good Standing
Effective Date: 08/09/1990
State of Incorporation: Mississippi
Principal Office Address: 6148 WHITESTONE ROAD
JACKSON, MS 39206

Registered Agent

Name
X M FRASCOGNA JR
188 EAST CAPITOL, ONE JACKSON PLACE #1390
JACKSON, MS 39201

Officers & Directors

Name	Title
X M FRASCOGNA JR 188 EAST CAPITOL, ONE JACKSON PLACE #1390 JACKSON, MS 39201	Incorpo

Dog Gone Dition Festival

Legal

Business Information

Business Type: Non Profit Corporation
Business ID: 1120417
Status: Good Standing
Effective Date: 06/05/2017
State of Incorporation: Mississippi
Principal Office Address: 401 E South Street, Unit 2647
 Jackson, MS 39207-5011

Registered Agent

Name
 Rander Phillip Adams
 401 E South Street, Unit 2647
 Jackson, MS 39207-5011

Officers & Directors

Name	Title
Janice Delores Adams 401 E. South St. #2647 Jackson, MS 39207	Incorporator

Rander Phillip Adams 401 E. South St. #2647 Jackson, MS 39207	Incorporator
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Janice Delores Adams 401 E South Street, Unit 2647 Jackson, MS 39207-5011	Assistant Secretary, Treasurer, Vice President, Chief Financial Officer
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Kristal Janvier Lee-Shaw 748 Wingfield Street Jackson, MS 39209	Secretary
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Name	Name Type
WEST JACKSON COMMUNITY DEVELOPMENT CORPORATION	Legal

Business Information

Business Type:	Non Profit Corporation
Business ID:	579017
Status:	Good Standing
Effective Date:	03/15/1991
State of Incorporation:	Mississippi
Principal Office Address:	1066 PECAN PARK CIRCLE JACKSON, MS 39206

Registered Agent

Name
REGINA R QUINN
202 N CONGRESS ST #300
JACKSON, MS 39201

Officers & Directors

Name	Title
CHARLES O'NEAL HUDSON 1330 TOPP ST JACKSON, MS 39204	Incorporator
MELVIN MILLER 6246 TANGLEWOOD DRIVE JACKSON, MS 39206	Incorporator
NEWTON ALFRED HANDY III 1087 LYNCH ST JACKSON, MS 39209	Incorporator
ORA PERKINS 836 S PRENTISS ST JACKSON, MS 39209	Incorporator

Name	Name Type
USA INTERNATIONAL BALLET COMPETITION	Legal

Business Information

Business Type:	Non Profit Corporation
Business ID:	720226
Status:	Good Standing
Effective Date:	10/10/1978
State of Incorporation:	Mississippi
Principal Office Address:	201 EAST PASCAGOULA STREET Ste 101 JACKSON, MS 39201

Registered Agent

Name
HARRY C STRAUSS
ELECTRIC BUILDING SUITE 925, P O BOX 651
JACKSON, MS 39205

Officers & Directors

Name	Title
CECIL H SMITH 109 MCREE DRIVE, P O BOX 533 CLINTON, MS 60000	Incorporator
ROSALIND W SEABROOK 1747 NORTHWOOD CIRCLE, P O DRAWER 2011 JACKSON, MS 30000	Incorporator
W T HOGG ROUTE 4 BOX 21A, P O BOX 1019 JACKSON, MS 80000	Incorporator

Name
Foundation for Mississippi History

Name Type
Legal

Business Information

Business Type: Non Profit Corporation
Business ID: 866184
Status: Good Standing
Effective Date: 01/12/2005
State of Incorporation: Mississippi
Principal Office Address: NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name
[Parsons, Keith](#)
633 North State Street (39202);P O Box 427
Jackson, MS 39205

Officers & Directors

Name	Title
Keith Parsons 633 North State Street Jackson, MS 39202	Incorporator

SHOWTIME AT JACKSON

Legal

Business Information

Business Type: Non Profit Corporation
Business ID: 630509
Status: Good Standing
Effective Date: 05/28/1996
State of Incorporation: Mississippi
Principal Office Address: 3733 Azalea Drive
Jackson , MS 39206

Registered Agent

Name
Frednia Perkins
3733 AZALEA DRIVE
Jackson, MS 39206

Officers & Directors

Name	Title
CLEVELAND BARNES 2327 LUDLOW AVENUE JACKSON, MS 39213	Incorporator
FREDNIA D. PERKINS 3733 AZALEA DRIVE JACKSON, MS 39206	Incorporator
Frednia Perkins 3733 Azalea Dr Jackson, MS 39206	President

Name
Mississippi Shakespeare Festival

Name Type
Legal

Business Information

Business Type:	Non Profit Corporation
Business ID:	1310489
Status:	Good Standing
Effective Date:	11/04/2021
State of Incorporation:	Mississippi
Principal Office Address:	1347 Fontaine Dr. Jackson, MS 39211

Registered Agent

Name
Amile G Wilson
1347 Fontaine Dr., 1347 Fontaine Dr.
Jackson, MS 39211

Officers & Directors

Name	Title
Amile Geoffrey Clarke Wilson 1347 Fontaine Dr. Jackson, MS 39211	Incorporator
Amile G Wilson 1347 Fontaine Dr. Jackson, MS 39211	President
Chad Miller 1 Village Dr. Madison, MS 39110	Treasurer, Vice President
Clarence Davis 420 Sandmar Dr. Blacklick, OH 43004	Secretary

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475-24

ORDER REQUESTING APPROVAL OF PROFESSIONAL ENTERTAINMENT SERVICES AND PAYMENT TO VINCENT WILLIAMS FOR THE HEALTHY MIND HEALTHY BODY 2024 WELLNESS FAIR EVENT BEING HELD ON SATURDAY, MAY 18, 2024, AT GROVE PARK COMMUNITY CENTER (MUHAMMAD, LUMUMBA)

WHEREAS, the Parks and Recreation Department's Athletic Division will host its annual Healthy Mind Healthy Body Event Saturday, May 18, 2024, at Grove Park Community Center; and

WHEREAS, the Athletic Division received a quote from Vincent Williams Entertainment to provide professional DJ Entertainment services at the event in the total amount of FIVE HUNDRED DOLLARS (\$500.00); and

WHEREAS, Vincent Williams operates as a Sole Proprietorship; and

WHEREAS, Vincent Williams has submitted a Sole Proprietorship Form with the Parks and Recreation Department wherein he acknowledged that he operates as a Sole Proprietorship and that he understands that there is no legal distinction between this type of business entity and himself; and

WHEREAS, it is in the best interests of the City of Jackson to hold family-oriented events such as the Healthy Mind Healthy Body Event and to provide professional DJ entertainment services at such events so that attendees can memorialize the events; therefore

IT IS HEREBY ORDERED that the above-described professional services by Vincent Williams is approved, and that payment shall be made to Vincent Williams (vendor number 68903) for providing DJ Entertainment in the total amount of FIVE HUNDRED DOLLARS (\$500.00) from account number 005-501.26-6419; and

IT IS FURTHER ORDERED that the Mayor is authorized to execute any agreement(s) and/or document(s) needed to effectuate this Order.

Agenda Item # 26
May 7, 2024
(Muhammad, Lumumba)

Parks & Recreation Department
633 North State Street 5th Floor
P O Box 17
Jackson, MS 39205-0017
601-960-0471 (Office)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

TO: Mayor Chokwe Antar Lumumba
FROM: Abram Muhammad, Director
Department of Parks and Recreation
Date: March 25, 2024
RE: Healthy Mind Healthy Body 2024

Order requesting professional entertainment services and payment to Vincent Williams for the Healthy Mind Healthy Body 2024 Wellness Fair being held on Saturday May 18, 2024 at Grove Park Community Center.

IT IS REQUESTED, that an Order for the above-described professional services with Vincent Williams (vendor no. 68903) for providing DJ entertainment for the Healthy Mind Healthy Body 2024 event be ratified and that a payment in the amount of Five Hundred Dollars (\$500.00) be approved and made to Vincent Williams from account no. 005-501.26-6419.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: March 25, 2024

	POINTS	COMMENTS																																													
1.	Brief Description	Order requesting professional entertainment services and payment to Vincent Williams For the Healthy Mind Healthy Body 2024 Wellness Fair being held on Saturday May 18, 2024 at Grove Park Community Center.																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth & Education Crime Prevention Quality of Life																																													
3.	Who will be affected	Citizens of Jackson, MS																																													
4.	Benefits	Provides DJ entertainment for citizens of Jackson.																																													
5.	Schedule (beginning date)	Upon City Council Approval																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	4																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Department of Parks & Recreation Athletic Division.																																													
8.	COST	Vincent Williams – Five Hundred Dollars (\$500.00)																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Account No. 005-501.26-6419																																													
10	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 10%;">WAIVER</td> <td style="width: 5%;">yes</td> <td style="width: 5%;">_____</td> <td style="width: 5%;">no</td> <td style="width: 5%;">✓</td> <td style="width: 10%;">N/A</td> <td style="width: 5%;">✓</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	✓	N/A	✓	AABE	_____ %	WAIVER	yes	_____	no	✓	N/A	✓	WBE	_____ %	WAIVER	yes	_____	no	✓	N/A	✓	HBE	_____ %	WAIVER	yes	_____	no	✓	N/A	✓	NABE	_____ %	WAIVER	yes	_____	no	✓	N/A	✓
ABE	_____ %	WAIVER	yes	_____	no	✓	N/A	✓																																							
AABE	_____ %	WAIVER	yes	_____	no	✓	N/A	✓																																							
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NABE	_____ %	WAIVER	yes	_____	no	✓	N/A	✓																																							



MEMO

TO: JAQUELINE SPEARS, SECRETARY
FROM: SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR
DATE: MARCH 18, 2024
CC: ABRAM MUHAMMAD, DIRECTOR
JAMES CRUMP, DEPUTY DIRECTOR
DEPARTMENT OF PARKS AND RECREATION
SUBJECT: AGENDA ITEM REQUEST – VINCENT WILLIAMS

This memorandum is to provide account information for the professional services payment to Vincent Williams' vendor no. 68903.

IT IS REQUESTED, that an Order for the above-described professional services with Vincent Williams for providing professional DJ services for the Parks and Recreation – Healthy Mind Healthy Body 2024 Wellness Fair be ratified and the payment in the amount of FIVE HUNDRED DOLLARS (\$500.00) be approved and made to Vincent Williams from account no. 005-501.26-6419.

Thank you,

Shannon V. Amos
Budget Investment Supervisor

Vincent Williams

745 Forest Woods Drive Byram Ms. 39272
601-919-5650

Quote

Date: 03/06/2024

BILL TO

City Of Jackson Department Of Parks & Recreation
633 N. State Street
Jackson, Ms 39209

FOR

Event on 05/18/2024

ITEM DESCRIPTION

AMOUNT

DJ Service For Event

\$500.00

Healthy Mind Healthy Body 2024 Wellness Fair

Subtotal \$500.00

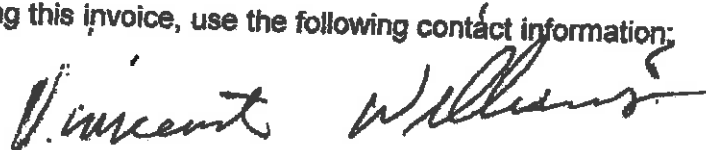
Tax rate \$0.00

Additional costs \$0.00

TOTAL COST \$500.00

Make all checks payable to Company Name

If you have any questions concerning this invoice, use the following contact information:
Vincent Williams 601-919-5650
Smooth_v40@Yahoo.com





**The City of Jackson
Department of Parks
and Recreation**

Dr. Abram Muhammad, Director

FROM: PARKS AND RECREATION DEPARTMENT

RE: VENDOR CERTIFICATION as a SOLE PROPRIETORSHIP

The attorneys for the City of Jackson have recently created a requirement that all City of Jackson vendors must be registered with the Secretary of State or be classified as a Sole Proprietorship.

A Sole Proprietorship would be a vendor whose business is ran by one person and there is no legal distinction between the owner and the business entity. Sole Proprietorship may operate under their own name or under a trade name.

The Sole Proprietorship Form will be filed with the vendor's application.

Please confirm below that you are operating as a Sole Proprietor and return to:

Shannon V. Amos, Budget Investment Supervisor
samos@city.jackson.ms.us
601-960-0399 (O)

I, Vincent Williams
(Individual's Name)

doing business doing business as Vincent Williams
(Name of Business if different than Individual's Name, or mark N/A)

do hereby certify that I am operating my business as a Sole Proprietorship, and therefore have not registered my business with the Mississippi Secretary of State's Office.

Vincent Williams
(Signature)

Date: 3-19-2024

CoJ Vendor no: UB903

Received by: [Signature] 3/19/24

DEPARTMENT OF PARKS & RECREATION PRESENTS:

HEALTHY MIND

HEALTHY BODY

2024 WELLNESS FAIR

Door Prizes / Music / Raffle Give-aways

MAY 18, 2024

11:00AM-4:00PM

PANEL DISCUSSION

@12:45PM

LINE DANCING

@2:00PM

GROVE PARK

COMMUNITY CENTER

4126 PARKWAY AVE, JACKSON,

MS 39213

\$5 Raffle Giveaway
(CASH ONLY)

PRIZES INCLUDES:

- \$100.00 GAS CARD
- \$100.00 GIFT CARD
- FREE FACIAL

Proceeds of the raffle will be donated to the Refill Jackson Initiative, a nonprofit organization with a mission to empower young adults ages 18 to 24.

VENDORS NEEDED

Early Bird Fee: \$50.00

FOR MORE INFORMATION OR TO
BE A SPONSOR CONTACT:

NAKIRA WILLIS,

YOUTH COORDINATOR

(601)960-0471 (OFFICE)

(601) 906-1225 (CELL)

NWILLIS@CITY.JACKSON.MS.US

CITY OF
JACKSON
MISSISSIPPI

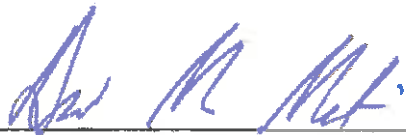
OFFICE OF THE CITY ATTORNEY
4-15-24

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING APPROVAL OF PROFESSIONAL ENTERTAINMENT SERVICES AND PAYMENT TO VINCENT WILLIAMS FOR THE HEALTHY MIND HEALTHY BODY 2024 WELLNESS FAIR EVENT BEING HELD ON SATURDAY, MAY 18, 2024, AT GROVE PARK COMMUNITY CENTER (MUHAMMAD, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Justin Powell, Deputy City Attorney JP 4-15-24



Date

27

ORDER REQUESTING RATIFICATION OF PAST PROFESSIONAL SERVICES AND APPROVING FUTURE PROFESSIONAL SERVICES AND PAYMENTS TO RADIATION DETECTION COMPANY FOR RADIATION DOSIMETER BADGE MEASUREMENT SERVICES FOR VETERINARY STAFF AT THE JACKSON ZOO (MUHAMMAD, LUMUMBA)

WHEREAS, the Jackson Zoo has several veterinary staff who, as part of their employment, utilize devices that emit radiation such as x-ray equipment; and

WHEREAS, Radiation Detection Company provides dosimeter badge measurement services to these City employees; and

WHEREAS, Radiation Detection Company is a current active vendor (vendor #400123) with the City of Jackson; and

WHEREAS, Radiation Detection Company submitted an invoice from September 7, 2022, in the amount of ONE HUNDRED SIXTY-EIGHT DOLLARS AND EIGHTY CENTS (\$168.80); and

WHEREAS, Radiation Detection Company submitted an invoice from January 7, 2023, in the amount of SEVENTY-FOUR DOLLARS AND FORTY CENTS (\$74.40); and

WHEREAS, the total for both invoices is TWO HUNDRED FORTY-THREE DOLLARS AND TWENTY CENTS (\$243.20); and

WHEREAS, radiation monitoring is critical to protect the health and safety of City employees who interact with devices that emit radiation and to protect the health and safety of the Jackson Zoo's visitors and patrons and further works to reduce the liability of the City; and

WHEREAS, radiation monitoring is an ongoing requirement and Radiation Detection Company has agreed to continue these services and has agreed to submit a detailed invoice when payment is due for their services; and

WHEREAS, it is in the best interests of the City of Jackson that Radiation Detection Company's past professional services be ratified and that payment in the amount of TWO HUNDRED FORTY-THREE DOLLARS AND TWENTY CENTS (\$243.20) be approved; and

WHEREAS, it is also in the best interests of the City of Jackson that any future professional radiation detection services performed by Radiation Detection Company within the 2023-2024 Fiscal Year be approved so that prompt payment can be made for these professional services to avoid any possible service interruptions; therefore

IT IS HEREBY ORDERED that the above-described professional radiation detection services are ratified and that payment in the amount of TWO HUNDRED FORTY-THREE DOLLARS AND

Agenda Item # 27
May 7, 2024
(Muhammad, Lumumba)

TWENTY CENTS (\$243.20) shall be promptly made to Radiation Detection Company (vendor #400123); and

IT IS FURTHER ORDERED that all future professional radiation detection services performed in the 2023-2024 Fiscal Year by Radiation Detection Company (vendor #400123) is approved and that prompt payment shall be made to Radiation Detection Company for said future services upon the submission of a detailed invoice evidencing the professional services that were performed; and

IT IS FURTHER ORDERED that payments to Radiation Detection Company (vendor #400123) be made from account number 390.498-00.6419; and

IT IS FURTHER ORDERED that the Mayor is authorized to execute any agreements and/or documents to effectuate this Order.

(MUHAMMAD, LUMUMBA)

Item No.: _____ Date: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: April 10, 2024

POINTS		COMMENTS																														
1.	Brief Description/Purpose	Order requesting ratification of services and future payments to Radiation Detection Company for the professional services to the Jackson Zoo veterinarian staff.																														
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	7. Quality of Life																														
3.	Who will be affected	Parks and Recreation Department / The Jackson Zoo																														
4.	Benefits	The Jackson Zoo veterinarian employees																														
5.	Schedule (beginning date)	Upon City Council Approval.																														
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 5 No																														
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	The Parks and Recreation Department David Wetzel, Director / Angela White, Recreational Manager																														
8.	COST	TWO HUNDRED FORTY-THREE DOLLARS AND TWENTY CENTS (\$243.20)																														
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Account # 390.498-00.6419																														
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes ___ No ___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes ___ No ___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes ___ No ___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes ___ No ___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes ___ No ___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	___ Yes ___ No ___	N/A	<u>X</u>	AABE	_____ %	WAIVER	___ Yes ___ No ___	N/A	<u>X</u>	WBE	_____ %	WAIVER	___ Yes ___ No ___	N/A	<u>X</u>	HBE	_____ %	WAIVER	___ Yes ___ No ___	N/A	<u>X</u>	NABE	_____ %	WAIVER	___ Yes ___ No ___	N/A	<u>X</u>
ABE	_____ %	WAIVER	___ Yes ___ No ___	N/A	<u>X</u>																											
AABE	_____ %	WAIVER	___ Yes ___ No ___	N/A	<u>X</u>																											
WBE	_____ %	WAIVER	___ Yes ___ No ___	N/A	<u>X</u>																											
HBE	_____ %	WAIVER	___ Yes ___ No ___	N/A	<u>X</u>																											
NABE	_____ %	WAIVER	___ Yes ___ No ___	N/A	<u>X</u>																											

Parks & Recreation Department
633 North State Street 5th Floor
Jackson, MS 39202
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

To: Mayor Chokwe Lumumba
From: Dr. Abram Muhammad, Director
Department of Parks & Recreation
Date: April 10, 2024
Re: Radiation Detection Company

IT IS REQUESTED that an order for the above-described past ratification of professional services and payment to Radiation Detection Company for veterinarian staff at the Jackson Zoo in the amount of TWO HUNDRED FORTY-THREE DOLLARS AND TWENTY CENTS (\$243.20).

IT IS REQUESTED that all future professional services and payments for Radiation Detection Company be approved and made from the Parks and Recreation Budget account no.390.498-00.6419.

The Department of Parks and Recreation & the Jackson Zoo recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js



**The City of Jackson
Department of Parks
and Recreation**

MEMO

TO: JAQUELINE SPEARS, SECRETARY
FROM: SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR
DATE: APRIL 02, 2024
CC: ABRAM MUHAMMAD, DIRECTOR
JAMES CRUMP, DEPUTY DIRECTOR
DEPARTMENT OF PARKS AND RECREATION
SUBJECT: AGENDA ITEM REQUEST - RADIATION DETECTION

This memorandum is to provide account information for the past and future professional services of Radiation Detection, vendor no. 400123.

IT IS REQUESTED, that an Order for the above-described past ratification of professional services and payment with Radiation Detection for veterinarian staff at the Jackson Zoo in the amount of TWO HUNDRED FORTY-THREE DOLLARS AND TWENTY CENTS (\$243.20); and

IT IS REQUESTED, the approved payment be made to Radiation Detection Co 3527 Snead Drive, Georgetown, Texas 78626 from account no. 390.498-00.6419.

IT IS ALSO REQUESTED, that all future professional services and payments for Radiation Detection Co be approved and made from the Parks and Recreation Budget.

Thank you,

Shannon V. Amos

Budget Investment Supervisor



RADIATION DETECTION CO

3527 Snead Drive | Georgetown, Texas 78626 | 512.831.7000 | Fax 512.861.0456 | www.radetco.com

Account 80139 Date 09/07/2022 Invoice AQG667 Purchase Order

☰ Bill To
City of Jackson, Jackson Zoo
Attn Wendy Brown
PO Box 17
Jackson MS 39205

Previous Balance	4.40	Payments	0.00	New Charges	0.00	New Balance	4.40	Service Renewal	164.40	Amount Due	168.80
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Service Renewal

Service Type
82 TLD XBG Badge

Cost for a 12 month period of service based on current service type, badge quantity and frequency. Prices are based on current RDC prices, which are subject to change.

Frequency	Quantity	Price	Amount
Quarterly	6	6.85	164.40

Please detach and return this portion with your payment

Account 80139 Date 09/07/2022 Invoice AQG667

Purchase Order

Amount Due
\$168.80

Please remit payment to:

Radiation Detection Co
3527 Snead Drive
Georgetown, TX 78626

You may pay online using MyRadCare

Please charge my credit card



Name on Card	
Card Number	
Expiration Date	Amount



RADIATION DETECTION CO

3527 Snead Drive | Georgetown, Texas 78626 | 512.831.7000 | Fax 512.861.0456 | www.radetco.com

Account 80139 Date 01/07/2023 Invoice ARW579 Purchase Order

Bill To
City of Jackson, Jackson Zoo
Attn Wendy Brown
PO Box 17
Jackson MS 39205

Previous Balance	39.40	Payments	0.00	New Charges	35.00	New Balance	74.40	Amount Due	74.40
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Unreturned Dosimeter Charges

Group	Order	Shipped	Unreturned Dosimeters	Quantity	Price	Amount
0	2792058.1	06/29/2022	10/13/2022 PIN 2235549 Wetzel, Dave	1	20.00	20.00
0	2792058.1	06/29/2022	10/13/2022 PIN 2322763 Holifield, Michael Dr	1	20.00	20.00
0	2792058.1	06/29/2022	10/13/2022 PIN 2235546 Control	1	20.00	20.00
0	2792058.1	06/29/2022	10/13/2022 PIN 2322760 Holifield, Becky Dr	1	20.00	20.00
0	2792058.1	06/29/2022	10/13/2022 PIN 2235550 Bennett, Willie	1	20.00	20.00
0	2792058.1	06/29/2022	10/13/2022 PIN 2235547 Todd, Donna	1	20.00	20.00
0	2792058.1	06/29/2022	10/13/2022 PIN 2235552 Linn, Marrion	1	20.00	20.00
						140.00

Returned Dosimeter Credits

Group	Order	Returned	Returned Dosimeters	Quantity	Price	Amount
0	2792058.1	12/15/2022	10/13/2022 PIN 2235546 Control	-1	15.00	-15.00
0	2792058.1	12/15/2022	10/13/2022 PIN 2235547 Todd, Donna	-1	15.00	-15.00
0	2792058.1	12/15/2022	10/13/2022 PIN 2235549 Wetzel, Dave	-1	15.00	-15.00
0	2792058.1	12/15/2022	10/13/2022 PIN 2235550 Bennett, Willie	-1	15.00	-15.00
0	2792058.1	12/15/2022	10/13/2022 PIN 2235552 Linn, Marrion	-1	15.00	-15.00
0	2792058.1	12/15/2022	10/13/2022 PIN 2322760 Holifield, Becky Dr	-1	15.00	-15.00
0	2792058.1	12/15/2022	10/13/2022 PIN 2322763 Holifield, Michael Dr	-1	15.00	-15.00
						-105.00

Please detach and return this portion with your payment

Account 80139 Date 01/07/2023 Invoice ARW579 Purchase Order

Amount Due **\$74.40**

You may pay online using MyRadCare

Please remit payment to:

Radiation Detection Co
3527 Snead Drive
Georgetown, TX 78626

Please charge my credit card



Name on Card	
Card Number	
Expiration Date	Amount

Search

1 (800) 250-

3314

| Login |

Dose
Check



FREE Radiation Safety Training with New Online Signup This Month



Join more than 28,000 organizations nationwide



Radiation Badge Solutions

Dosimetry Badge Solutions for Every Need

We have dosimetry badge and measurement solutions for every application, from whole body and ring badges to fetal monitoring and leak tests.



OSL Whole Body

The Standard OSL badge (or Type 84 badge for neutron monitoring) is a 2-element beryllium oxide badge with a minimum reportable dose of 10 mSv, and a LLD of 1 mrem.

[Learn more](#) →

TLD Whole Body

The Standard Type 82 TLD-XBG badge or Type 83 TLD-XBGN badge for neutron is a four-element radiation badge with a minimal reportable dose of 10 mrem (.10 mSv).

[Learn more](#) →

Fetal Monitoring

The Standard Type 82 TLD-XBG badge or Type 83 TLD-XBGN badge for neutron, fetal monitor is a four-element radiation badge with a minimal reportable dose of 10 mem (.10 mSv).

[Learn more](#) →



Wrist Badge

The Standard Type 82 TLD-XBG badge or Type 83 TLD-XBGN badge for neutron, is a four-element dosimeter badge with a minimal reportable dose of 10 mrem (.10 mSv).

[Learn more](#) →



Ring Badge

The TLD-XBG Extremity is a single element ring dosimeter for extremities. The ring badge is available for radiation workers whose job functions potentially require their arms or legs to receive a higher exposure.

[Learn more](#) →



Leak Tests

Our wipe test analysis kits contain everything you need to perform leak tests on sealed radioactive sources.

[Learn more](#) →

[View Pricing](#)

Service has been excellent. Timely tu



Your Business

**No Matter the Size of Your
Business, We Have
Radiation Dosimetry and
Compliance Solutions to
Fit Your Needs**

I need service for one location



I need service for more than one location



Case Study

National DSO Needing an Effective Compliance Program

A nationally recognized Dental Services Organization (DSO) with over 1600 locations across 29 states were facing compliance challenges across their portfolio of locations. Radiation Safety Programs were independently managed by the facilities, which opened risk for poor supply chain management, and increased spend due to low-volume quantities. This resulted in numerous fines for non-compliance across many of their clinics throughout the country and created a liability for the company....

Read More 



[View More Success Stories](#)

Control Cost

Leverage bulk volume pricing and RDC's extensive network of partner relationships to give your partner practices the best rates and control corporate costs. With tiered pricing, costs continue to go down and all of your practices save.

Reduce Liability

Ensure all of your partner locations are fully protected by efficiently overseeing your radiation safety in one, central place. Each practice manages their own badges, and you stay updated via our Account Portal. RDC also provides the fastest report turnaround time in the industry with 98% of reports generated in 6 days or less, ensuring your compliance isn't on hold.

Manage Complexity

With a dedicated account manager and flexible account management platform, you can streamline your operations without sacrificing clinic autonomy. Locations manage the day-to-day operations and you receive one invoice for all account activity.

 Industry Image

Industries

We Provide Radiation Detection Badge Solutions for Nearly Every Industry

Our NVLAP accredited dosimeter badge service is the highest rated radiation compliance solution for your business to manage radiation exposure (Lab Code 100512-0).

Radiology Medicine Dentistry Veterinary Agriculture
Research & Education Ecology Archeology Manufacturing
Aviation Mining Nuclear Energy Engineering Geology

[View Pricing](#)

Getting Started

Getting Started With Radiation Detection Company is **Fast, Reliable and Easy**

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
[Signature]
4-16-24

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING RATIFICATION OF PAST PROFESSIONAL SERVICES AND APPROVING FUTURE PROFESSIONAL SERVICES AND PAYMENTS TO RADIATION DETECTION COMPANY FOR RADIATION DOSIMETER BADGE MEASUREMENT SERVICES FOR VETERINARY STAFF AT THE JACKSON ZOO (MUHAMMAD, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

[Signature]

Drew Martin, City Attorney
Justin Powell, Deputy City Attorney *JP 4/16/24*

4/16/24

Date

28

OFFICE OF ECONOMIC DEVELOPMENT
6/11/24

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN OPERATING AGREEMENT WITH THE NATIONAL COUNCIL FOR THE TRADITIONAL ARTS (“NCTA”) TO PRODUCE THE NATIONAL FOLK FESTIVAL (“FESTIVAL”) IN JACKSON, MISSISSIPPI IN THE YEARS 2025, 2026, AND 2027

WHEREAS, the Office of Economic Development within the Department of Planning and Development seeks to partner with the National Council for the Traditional Arts (“NCTA”) to bring the National Folk Festival (“Festival”), the oldest multicultural festival of traditional arts in the nation, which has been produced from its inception in 1934 by the NCTA, to Jackson, Mississippi; and

WHEREAS, through said partnership, there will be a free 3-day festival that is expected to draw audiences of more than 100,000 to the downtown streets of the host city for multicultural artistry, which has proven to transform its host city economically, socially, and culturally; and

WHEREAS, the National Folk Festival is a free, large-scale, three-day outdoor event celebrating American culture's roots, richness, and variety. It features over 350 of the nation's finest traditional musicians, dancers, craftspeople, and other keepers of culture in performances, workshops, and demonstrations, plus children's activities, savory regional and culturally diverse cuisines, participatory dancing, storytelling, parades, and more; and

WHEREAS, the Office of Economic Development believes that this partnership will improve the quality of life in the community, generate tens of millions in future growth and prosperity, energize and diversify social life and entertainment opportunities downtown, and inspire citizens to consider careers in the field of Arts; and

WHEREAS, on August 1, 2023, the Jackson Council authorized the Office of Economic Development to submit a proposal and related documents to NCTA to apply for Jackson, Mississippi, to be the host city for the 2024 National Folk Festival to encourage career interests and economic growth in the community; and

WHEREAS, on November 29, 2023, the National Council for the Traditional Arts notified the Office of Economic Development that Jackson, Mississippi has been selected as a leading candidate to be selected as the host city for the 2025, 2026, and 2027 National Folk Festival; and

WHEREAS, the Office of Economic Development recommends entering into an Operating Agreement with the National Council for the Traditional Arts to (1) identify, select, and obtain the professional services, including fee negotiation of artists for the festival program; (2) coordinate travel, accommodation, and meal arrangements for artists and staff; (3) create a festival performance program and schedule with no repeats within the three years of the Festival's tenure; (4) identify, select and obtain sound, lighting, backline, tent and staging contractors; (5) coordinate music production and performers at all music stages, including identifying, selecting and obtaining audio engineers and other technical personnel; (6) create and supervise the Production and Operations Schedule for the festival; (7) handle financial record keeping and payment of the festival performing artists and personnel; and (8) apply to the National Endowment for the Arts (NEA) for general support grant funding to pay for a portion of festival costs and manage any funds received; and

Agenda Item # 28
May 7, 2024
(Keeton, Lumumba)

WHEREAS, the Festival will be held with anticipated local partners, including the Community Foundation for Mississippi, Visit Jackson, Visit Mississippi, Mississippi Humanities Council, Mississippi Arts Commission, Downtown Jackson Partners, Greater Jackson Chamber Partnership, and others; and

WHEREAS, the Operating Agreement will require the City to pay NCTA a total contracted amount of Five Hundred Eighty-Five Thousand Dollars and Zero Cents (\$585,000.00), which is equal to One Hundred Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00) for professional services for the National Folk Festival for each of the three festivals to occur in 2025, 2026, and 2027, paid as follows:

For the 2025 Festival:

\$30,000.00 due upon contract execution;
\$55,000.00 due in or around October of 2024;
\$55,000.00 due in or around January of 2025;
\$55,000.00 due one month before the 2025 festival event date;

For the 2026 Festival:

Four payments of \$48,750.00 due in or around July of the prior festival year, November of previous festival year, March of festival year, and May of festival year;

For the 2027 Festival:

Four payments of \$48,750.00 due in or around July of the prior festival year, November of previous festival year, March of festival year, and May of festival year;

WHEREAS, the City also agrees to pay NCTA for travel costs (transportation, hotel accommodations and per diem) for (1) pre-festival site design, technical, and production visits; and (2) NCTA's production team during the week of the festival, all consistent with a Festival Budget to be developed by the City and NCTA; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Operating Agreement with the National Council for the Traditional Arts for professional services provided for the planning and execution of the National Folk Festival in Jackson, Mississippi in 2025 – 2027, at a total cost of \$585,000.00 plus budgeted expenses.

IT IS FURTHER ORDERED that the National Council for the Traditional Arts will be compensated in an amount not to exceed the amounts set forth in this Order for the period of time beginning with the execution of the agreement and terminating in 2027, upon submission of invoices to the City of Jackson for payment.

Item No.: _____

Date:

By: (Keeton, Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN OPERATING AGREEMENT WITH THE NATIONAL COUNCIL FOR THE TRADITIONAL ARTS ("NCTA") TO PRODUCE THE NATIONAL FOLK FESTIVAL ("FESTIVAL") IN JACKSON, MISSISSIPPI IN THE YEARS 2025, 2026, AND 2027 is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, City Attorney

Kristie Metcalfe, Senior Deputy City Attorney

5/1/24

Date



OFFICE OF THE CITY ATTORNEY
5/1/24

Department of Planning and Development



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

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Jhai Keeton, Interim Director
Department of Planning and Development

Date: April 8, 2024

Subject: ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE NATIONAL COUNCIL FOR THE TRADITIONAL ARTS (NCTA) TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI IN THE YEARS 2025-2027

The attached Agenda item authorizes the City to enter into a professional services agreement with National Council for the Traditional Arts (NCTA) for the planning and execution of the National Folk Festival in Jackson, Mississippi in 2025, 2026, and 2027.

cc: Yika Hoover, Deputy Director of the Office of Economic Development

POINTS		COMMENTS	
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE NATIONAL COUNCIL FOR THE TRADITIONAL ARTS (NCTA) TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI IN THE YEARS 2025-2027	
2.	Purpose	To enter into a professional services agreement with the NCTA for the planning and execution of the National Folk Festival in Jackson, MS	
3.	Who will be affected	The citizens, businesses, and stakeholders in the City of Jackson	
4.	Benefits	Economic Development in the City	
5.	Schedule (beginning date)	Upon approval	
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide	
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Planning & Development	
8.	COST	\$800,000.00	
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	CDBG	
1	EBO participation See attached sheets from Vendors	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ X ___ WAIVER yes ___ no ___ N/A ___ X ___ WAIVER yes ___ no ___ N/A ___ X ___ WAIVER yes ___ no ___ N/A ___ X ___ WAIVER yes ___ no ___ N/A ___ X ___



National Council for the
Traditional Arts
8757 Georgia Avenue, Suite 450
Silver Spring, MD 20910
(301) 565-0654
www.ncta-usa.org

November 29, 2023

City of Jackson
Department of Planning and Development
Office of Economic Development
200 South President Street
Jackson, MS 39201

Dear City of Jackson colleagues,

Thank you for being wonderful hosts when NCTA board chairman George Holt and I recently visited Jackson to learn more about the city's National Folk Festival host-city proposal. We were inspired and impressed by the resources and team you have brought to bear in advancing your bid to host the festival in the 2025-27 cycle.

In a follow-up meeting with NCTA board leadership, there was strong agreement that Jackson is the leading candidate to be the festival's next host city. Should the City of Jackson be able to secure written financial pledges amounting to one-third of the total annual festival budget (approximately \$500,000; multi-year commitments, ideally) by the week ending January 26, the NCTA will be pleased and excited to offer you a contract.

In order to raise the necessary funds for this event, it will be key to secure both public and private support. We also encourage you to engage in conversations to promote interest and support at the state level. As you arrange meetings with potential funders and sponsors, we are happy to speak directly to the festival's transformative benefits—socially, culturally, and economically—if needed and/or helpful.

Please feel free to share this information with potential sponsors and funders. We hope it may help you achieve this preliminary fundraising objective.

There's no doubt in our minds that Jackson is a wonderful fit for the National Folk Festival, and we'd love to have the opportunity to work with you.

Best wishes,

Blaine Waide
Executive Director

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 1, 2023 10:00 A.M.**

595

PEG ACCESS-PROGRAMMING FUND	4,915.46
2020 SAKI GRAND DOJ	7,405.71
ZOOLOGICAL PARK	32,544.62
AMERICAN RESCUE PLAN ACT 2021	8,359.49
NLC-MUNICIPAL REIMAGINING COMM	3,627.77
TOTAL	\$2,725,479.10

Council Member Hartley moved adoption; Council Member Lindsay seconded.

Yeas – Banks, Foote, Hartley and Lindsay.

Nays – None.

Absent – Grizzell, Lee and Stokes.

President Banks requested that Agenda Item No. 32 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO APPLY TO BE THE HOST CITY FOR THE 2024 NATIONAL FOLK FESTIVAL, CELEBRATING ITS 90TH YEAR, DRAWING AUDIENCES TO JACKSON, MISSISSIPPI, TO CELEBRATE MUSIC, DANCE, AND ART FROM ACROSS AMERICA.

WHEREAS, the Office of Economic Development within the Department of Planning and Development seeks to partner with the National Council for the Traditional Arts (NCTA) to bring the National Folk Festival, the oldest multicultural festival of traditional arts in the nation, which has been produced from its inception in 1934 by the NCTA, to Jackson, Mississippi; and

WHEREAS, through said partnership, there will be a free 3-day festival that draws audiences of more than 100,000 to the downtown streets of the host city for multicultural artistry, which has proven to transform its host city economically, socially, and culturally; and

WHEREAS, the National Folk Festival is a free, large-scale, three-day outdoor event celebrating American culture's roots, richness, and variety. It features over 350 of the nation's finest traditional musicians, dancers, craftspeople, and other keepers of culture in performances, workshops, and demonstrations, plus children's activities, savory regional and culturally diverse cuisines, participatory dancing, storytelling, parades, and more; and

WHEREAS, the Office of Economic Development believes that this partnership will improve the quality of life in the community, generate tens of millions in future growth and prosperity, energize and diversify social life and entertainment opportunities downtown, and inspire citizens to consider careers in the field of Arts; and

WHEREAS, the Office of Economic Development desires to apply for Jackson, Mississippi, to be the host city for the 2024 National Folk Festival to encourage career interests and economic growth in the community; and

WHEREAS, the deadline to submit a proposal and application to be selected as the host city is August 1, 2023, to bring the National Folk Festival to Jackson, Mississippi.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to submit a proposal and related documents to the National Council for the Traditional Arts for Jackson, Mississippi, to be the host city for the 2024 National Folk Festival.

Council Member Lindsay moved adoption; Council Member Banks seconded.

Yeas – Banks, Foote, Hartley and Lindsay.

Nays – None

Note: Vice President Lee returned to the meeting.

President Banks requested that Agenda Item No. 33 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO RENEW ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) SERVICES FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT.

WHEREAS, the governing authorities have determined that it is in the City's best interest to ensure the Department of Planning and Development has a functional GIS Division; and

WHEREAS, the City has seen increased efficiency, predictability, and transparency with the Department of Planning and Development's implementation of geographic information system (GIS) software, location intelligence, and mapping software in its planning and development strategies; and

WHEREAS, the Department of Planning and Development recommends that the City renew the contract with Environmental Systems Research Institute, Inc. (ESRI) for the continued use of the geographic information system (GIS) software, location intelligence, and mapping software for a term beginning July 15, 2023 and ending August 16, 2024.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to enter into an agreement with Environmental Systems Research Institute, Inc. (ESRI) for the use of geographic information system (GIS) software, location intelligence, and mapping software for a term beginning July 15, 2023 and ending August 16, 2024.

IT IS, THEREFORE, ORDERED that Environmental Systems Research Institute, Inc. (ESRI) shall be paid an amount not to exceed \$29,140.64 for the contract term.

Council Member Lindsay moved adoption; Council Member Hartley seconded.

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

Nays – None.

Absent – Grizzell and Stokes.

ORDER APPROVING CLAIMS NUMBER 29138 to 29197 APPEARING AT PAGES 595 TO 624 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$8,260,429.02 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 29138 to 29197 appearing at pages 595 to 624, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$8,260,429.02 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	1,470,417.56
SEIZURE & FORF PROP-STATE	14,500.00

Operating Agreement

Between the National Council for the Traditional Arts
and
the City of Jackson, Mississippi, collectively referred to hereinafter as the "parties"

In cooperation with its anticipated local partners including the Community Foundation for Mississippi, Visit Jackson, Visit Mississippi, Mississippi Humanities Council, Mississippi Arts Commission, Mississippi Department of Archives and History, Downtown Jackson Partners, Greater Jackson Chamber Partnership and others

For the Purposes of Planning and Executing the
National Folk Festival in Jackson, MS, 2025-2027

This Agreement is made this _____ day of March 2024 (the "Effective Date"), by and between the National Council for the Traditional Arts, a private not-for-profit corporation exempt from federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code with a place of business at 8757 Georgia Avenue, Suite 450, Silver Spring, Maryland (hereinafter "the NCTA"), and the City of Jackson, Mississippi, with a place of business at 219 South President St, Jackson, MS 39201, (hereinafter "the City") (the "Agreement").

1. **Scope of Agreement:** the NCTA and the City hereby engage one another to produce the National Folk Festival in Jackson, Mississippi, in the years 2025, 2026, and 2027 (hereinafter, the "National Folk Festival" or the "Festival"). The NCTA and the City will work together in cooperation with local community partners in Jackson, including but not limited to Community Foundation for Mississippi, Visit Jackson, Visit Mississippi, Mississippi Humanities Council, Mississippi Arts Commission, Mississippi Department of Archives and History, Downtown Jackson Partners, Greater Jackson Chamber Partnership and others to make the Festival possible.
2. **Responsibilities and Services:** The NCTA and the City agree to provide services as outlined in Attachment A, a copy of which is attached and incorporated by reference as part of this Agreement.
3. **Term:** This Agreement shall commence on the Effective Date and be in effect through September 1, 2027, unless the parties consent in writing to an extension or this Agreement is terminated in accordance with Section 4 (the "Term").
4. **Termination:** Either NCTA or the City may terminate this Agreement for cause in the event of a material breach of this Agreement by the other party, provided at least sixty (60) days prior notice in writing is provided to the other party (including via electronic means), and provided that the other party has not cured such breach within such 60-day period. All outstanding

contractual obligations and commitments made prior to the termination notice must be honored by the respective parties. Termination of this Agreement shall not affect reimbursements (subject to the terms and conditions set forth in Attachment A) due NCTA for outstanding executed contracts in connection with the National Folk Festivals in Jackson, Mississippi. All such contracts and reimbursements shall be consistent with the Festival Budget described in Section 4(B) of Attachment A and subject to appropriation as described in Section 5 of this Agreement. In the event this Agreement is terminated by the NCTA for cause under this Section 4 of the Agreement, its sole remedy would be to require the City to pay as liquidated damages an amount equal to fifty percent (50%) of the unpaid balance of the total annual contract amount, so that each remaining installment payment is reduced by fifty percent (50%), but any such payments must be appropriated as described in Section 5 hereof. Any funds not yet appropriated shall not be due and payable. In the event the City gives notice to NCTA of a material breach, the City shall have the right to suspend payment of the fees otherwise due under Section 9 of Attachment A until the breach is cured. If the material breach is cured, the suspended payments shall be made within five (5) business days of the cure; if the material breach is not cured within the 60-day cure period, and the City exercises its right to terminate this Agreement, no further fees shall accrue under this Agreement, and the City may pursue its claim for actual damages.

5. Termination of Multi-year Contract: If the City fails to appropriate funds and/or if funds are not otherwise made available for continued performance for any fiscal period of this Agreement succeeding the first fiscal period, this Agreement shall be cancelled automatically as of the beginning of the NCTA's fiscal year (i.e., the calendar year) for which funds were not appropriated and/or otherwise made available; provided, however, that this will not affect either the City's rights or NCTA's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both NCTA and the City from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. NCTA shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement, including but not limited to payments due to artists, production staff, and vendors contracted by the NCTA. The City shall notify NCTA as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first.
6. Reports: The City shall provide such periodic reports regarding the progress of the work hereunder as reasonably required by the NCTA. NCTA shall provide such periodic reports regarding the progress of the work hereunder as reasonably required by the City. A list of reporting deadlines is included in Attachment A.
7. Assignment: No party to this Agreement shall assign, delegate, subcontract or otherwise transfer its rights or obligations hereunder without the prior written consent of the other party, or except as otherwise expressly provided in this Agreement or the Attachment A.
8. Disclaimer of Relationships: Neither this Agreement nor any action by any cooperating entity shall be deemed or construed by any party to create any relationship of third-party beneficiary,

or of principal and agent, or of limited or general partnership or of joint venture, or of any other association or relationship except as hereinafter provided.

9. Equal Employment Opportunity: During the performance of this Agreement, the City agrees as follows:

- A. The City will not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religion, sex, national origin, ancestry, age or physical handicap, unless related to a bona fide occupational qualification. The City will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, age, ancestry, national origin or physical handicap. Such action shall include, but not be limited to, the following: employment upgrading, demotions or transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The City will, in all solicitations or advertising for employees placed by or on behalf of the City relating to this Agreement, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, national origin, ancestry, age or physical handicap.

10. Contingency: On or before September 1 of the year prior to the festival year, the City will provide assurance (satisfactory to NCTA) that the City and/or its partners are able to guarantee payment of all sums that would be due to NCTA for the forthcoming festival. If NCTA is not satisfied of the City's and/or its partners' ability to guarantee payment of all sums due to NCTA under this Operating Agreement on or before September 1 as described above, NCTA may terminate this Agreement by notice to the City, and, thereafter, neither party will have any further obligation or liability to the other.

11. General Provisions:

- A. **Waiver of Breach.** The waiver by any party of any breach of a provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the parties.
- B. **Notice.** All notices, requests, demands, payments or other communication hereunder shall be deemed to have been duly given if in writing (including via electronic means) to the appropriate physical or electronic address indicated above or to such other address as may be given in a notice sent all parties hereto.
- C. **Entire Agreement.** This Agreement supersedes any and all other understandings and agreements, either oral or in writing, between the parties hereto with respect to the

subject matter hereof and constitutes the sole and only agreement between the parties with respect to said subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement or promise not contained in this Agreement shall be valid or binding or of any force or effect. No change or modification of this Agreement shall be valid or binding upon the parties hereto unless such change or modification is in writing and is signed by the parties hereto.

- D. **Severability.** If any one or more of the provisions contained in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect for any reason, that invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if that invalid, illegal or unenforceable provision had never been contained herein.
- E. **Parties Bound.** The terms, promises, covenants and agreements contained in this Agreement shall apply to, be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement does not intend to confer any rights or remedies upon any person other than the parties.
- F. **Captions.** Captions to the Sections of this Agreement are inserted solely for the convenience of the parties, are not a part of this Agreement, and in no way define, limit, extend or describe the scope thereof or the intent of any of the provisions.
- G. **Applicable Law and Venue.** This Agreement shall be governed by, and construed in accordance with the internal laws of the State of Maryland without regard to principles of conflict of laws. The parties agree that, in the event of any disputes arising under this contract, the state or federal courts sitting in the County of Montgomery, Maryland, shall have exclusive jurisdiction, and all objections relating to venue or personal jurisdiction are hereby waived by each party.
- H. **Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for cause for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic or communications failure). For the avoidance of doubt, it is understood that the cancellation or postponement of the Event due to, arising from, or related to pandemics or other public health emergencies will constitute an occurrence within the meaning of this Paragraph.
- I. **Representations.** Each party hereto represents and warrants that it has full power, right, authority and budget authorizations to execute this Agreement and to perform its

obligations hereunder, and the execution of this Agreement has been duly and validly approved through all requisite actions on its part.

- J. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures transmitted electronically or via facsimile shall be deemed originals for purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereunder duly authorized have executed and delivered this Agreement as of the date first above written.

PARTIES

WITNESS: National Council for the Traditional Arts

Name

Name

Title

WITNESS:

City of Jackson

Name

Name

Title

Attachment A

SCOPE OF WORK

82nd, 83rd, and 84th National Folk Festivals – Jackson, Mississippi 2025–2027

1. NCTA, in consultation with the City and other Jackson festival partners, will:

- A. Work with the City and other partners to provide guidance on the establishment of administrative and financial systems to support the National Folk Festival. This includes providing a Festival Budget model based on past trends of the National Folk Festival (see Section 4(B)).
- B. Select and obtain the services of traditional musicians, dancers, and other tradition-bearers to perform at the festival. Consistent with the long-standing programming philosophy of the festival, a new lineup of performers will be presented each year. Thematic programs and educational workshops will be included in the programming mix.
- C. Coordinate travel, accommodations, and meal arrangements for all out-of-town festival artists and staff.
- D. Select and obtain the services of all festival stage presenters and workshop moderators.

2. The NCTA will:

- A. Conduct year-round research to identify artists appropriate for inclusion in the festival program.
- B. Create a festival performance program that is artistically excellent, with no repeats within the three years of the National's tenure, with input from the Festival Programming Advisory Committee, which includes, among others, representatives of the City, other local partners, and representatives from the community.
 - 1) It is understood that the NCTA is the curator of the National Folk Festival program, and as such, has the final word on artists to be included in said program, and that no other party, sponsor or stakeholder may direct the inclusion or presentation of artists/groups not explicitly approved in writing by the NCTA. No artist/group, including sponsor-affiliated or sponsor-promoted artists/groups, who does not meet the festival's artistic criteria and standards, as determined by the NCTA at its sole discretion, shall be permitted to perform on National Folk Festival stages or within the festival footprint, unless the NCTA explicitly approves in writing the artist/group, and the location, time and length of such performance(s).

- C. Negotiate fees with selected performing artists. Prepare and execute contracts with all music performers for the festival. NCTA contracts made under this provision will be made within the Festival Budget guidelines established by the Festival Executive Committee.
- D. Work closely with the curators/coordinators of festival's Regional Folklife Area to develop a new thematic program for each year of the festival, and to ensure an integrated overall festival program that is consistent with the festival's commitment to excellence and traditionality.
- E. Work with Family Area organizers to create an interactive festival program for children and assist with Family Area performance programming.
- F. Work with Marketplace Committee to create a vibrant and juried Festival Marketplace for each year of the festival that is consistent with the festival's commitment to excellence and traditionality.
- G. Work with Food Vendor Committee to develop standards and guidelines for food vendors consistent with festival goals for varied, regionally, and culturally vibrant cuisine options for each year of the festival.
- H. Develop written materials about festival performers for both marketing purposes and the festival program guide, and obtain the necessary biographical, photographic, audio and audio-visual materials regarding festival performers. Guide the City and other festival partners in the development of both general and specific marketing strategies related to the festival's history, philosophy, and content.
- I. Create the festival performance schedule.
- J. Establish a schedule to provide information about performers for marketing purposes. Said schedule will be agreed upon by the City and other festival partners and provided by addendum to this agreement by or before a workable date to be mutually determined. Schedule will outline dates for the delivery of the following information or materials:
 - 1) Early confirmation of several major performing artists.
 - 2) Confirmation of complete performer line-up.
 - 3) Artists' photos.
 - 4) All artists' biographies.
 - 5) Performing artists' music sampler and A/V materials.
 - 6) Complete festival schedule.
- K. Provide the services of NCTA senior staff members to produce the festival, working in cooperation with the local Festival Manager and designated local coordinators(s).

- L. Share plans and design recommendations and guide development for festival infrastructure including visitor services, volunteers, merchandise, public safety, site operations, on-site fundraising, cash management, and transportation. This includes a public health safety plan if deemed necessary for each festival year; necessity to be mutually determined.
- M. Select sound, lighting, backline, tent, and staging contractors with the input of the Festival Executive Committee (see Section 3 below), with consideration given to competitive local/regional providers as deemed appropriate and in the best interests of the festival.
- N. Design and develop a festival site plan in consultation with City Leadership and Festival Executive Committee, with preliminary design and development to be completed by a workable date to be mutually determined.
- O. Coordinate music production and performers at all music stages, including the selection and hiring of highly qualified audio engineers and other technical personnel, and the supervision of all out-of-town and local technical personnel.
- P. Contact all performers to determine the technical production needs, create master list and order all backline (equipment and instrument rentals). Create schedule of delivery, setup, and servicing of festival stages.
- Q. Create an overall event travel schedule and hotel rooming lists for all participants and staff; develop individual schedules and itineraries, calculate festival meal counts; and manage the hotel festival desk.
- R. Create and supervise the Production and Operations Schedule for the set-up and strike of the festival.
- S. Handle financial record keeping and payment of festival performing artists and out-of-town personnel.
- T. Apply to the National Endowment for the Arts (hereinafter "NEA") for general support grant funding to pay for a portion of festival costs, and manage any such funds received. Consistent with this application, NCTA will comply with any applicable granting agency regulations that require that the City or any duly authorized representative, including state and/or federal auditors, will, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, papers and records of NCTA involving transactions relating to this contract. The parties understand and agree that the City and/or any eligible local community stakeholders may also apply for NEA or National Endowment for the Humanities (hereinafter NEH) funding for complementary National Folk Festival activities or programs, such as the festival's Folklife Area, as allowed under current NEA or NEH guidelines.

3. The City, in consultation with the NCTA, will:

Appoint a Festival Executive Committee of no more than fifteen (15) people, comprised of representatives from the NCTA, the City, and other primary partners, to guide the festival effort. Each organization/entity represented on the Festival Executive Committee shall have one vote. It will be the responsibility of the Festival Executive Committee and the local Festival Manager, together with the City, to communicate regularly with the NCTA in order to fully coordinate all activities.

4. The City will, either directly or through local festival partners:

- A. Hire a local Festival Manager and Festival Coordinator and arrange for other local staffing of the festival as necessary. Other key festival roles could include an administrative assistant, marketing professional, and bookkeeper.
- B. Develop, with the NCTA, an initial working Festival Budget for the 2025 festival by no later than June 1, 2024. The 2025 festival budget will be amended by a multi-year capital investment budget that is developed in consultation with the NCTA by July 1, to enable advanced fundraising initiatives and financing requirements. For festival years 2026-2027, a festival budget will be approved by the Festival Executive Committee no later than 10 months preceding the next festival date. Failure to reach agreement with NCTA on a final Festival Budget (customized for Jackson) on or before September 1 of the year prior to the year of the festival shall render the Agreement terminated and relieve all parties of any further obligation under this Agreement, unless and until all parties agree to extend the September 1 deadline and to continue this Operating Agreement. Both parties agree that the Festival Budget may be adjusted from time to time by mutual consent of the parties.
- C. In consultation with NCTA, contract for accommodations and meals for festival artists and out-of-town staff.
- D. Develop, in cooperation with the NCTA, a detailed timeline for all festival activities by a workable date to be mutually determined by the NCTA and the City.
- E. Mobilize local commitments and volunteers as necessary for production of the festival. To that end, create Fundraising, Marketing, Programming, and Volunteer Committees, among others.
- F. Direct fundraising and grant writing, except as provided for in Section 2(T) above, to provide the funding required for the festival.
- G. Periodically review festival fundraising with the NCTA.
- H. Periodically review the Festival Budget with the NCTA in order to determine and make any necessary adjustments.

- I. Work with an experienced folklorist/cultural specialist, to be identified with the assistance of the NCTA, who will (1) guide the creation of a thematic program for the festival's Regional Folklife Area and the selection of participants for this area, and (2) advise on the development of criteria for selecting food vendors and craft vendors for the Festival Marketplace, to be consistent with the purposes and themes of the festival and the traditional nature of the event. Arrange for administrative support for the development of the Regional Folklife Area.
- J. Identify a local organization(s) with the appropriate expertise with which to partner in the organization of the festival's Family Area activities.
- K. Develop and implement a marketing and promotion plan created in conjunction with the NCTA, including publicity and promotional materials and activities. Establish local relationships to facilitate printing and distribution of Festival Program Guide (newspaper) and live broadcast (radio).
- L. Develop, with input from the NCTA, and subsequently implement a volunteer plan, including recruiting, training and supervising volunteers for pre-festival committee work and for volunteer positions necessary for carrying out the festival over three years and beyond. The NCTA will provide an overview, including delineation of volunteer responsibilities and guidance on training procedures.
- M. Maintain a volunteer database.
- N. Designate, or contract as needed, local coordinators for the following areas: Family Area, Marketplace, Food Vendors, Beverage Sales, Volunteers, and Transportation.
- O. In consultation with NCTA, arrange for all local and on-site transportation for festival artists and out-of-town staff, and develop plan for public transportation to the festival site, including parking and shuttles.
- P. Secure the participation and cooperation of all necessary City services, including but not limited to police, fire/EMS, public works, traffic and parking control services, electrical service hookups, first aid, sanitary facilities, trash removal, use of city-owned stages, tables and chairs and other related services.
- Q. Develop a documented public safety plan for the festival, in consultation with the NCTA, local police, fire, EMS, and other relevant authorities.
- R. Provide a full report following the festival that includes a critique of the planning and implementation of the festival, marketing statistics, responses to a public survey, an economic impact report, budget actuals, and recommendations for improvements for future festivals. This is accomplished through written reports, and through feedback during a post-festival debrief with all leadership of the festival.

5. The City will:

- A. Serve as the NCTA's local producing partner.
- B. Contract for local staffing and vendors in consultation with the NCTA.
- C. The City or its designated fiscal agent will provide fiscal management for the festival and provide all payments and accounting services for the festival, in accordance with any applicable grant regulations and basic fiscal policies, including writing checks for all monies within the festival's budget expended for festival costs, with the exception that NCTA shall write the checks for payments of amounts due performers, staff and any others contracted directly by NCTA. The NCTA shall be reimbursed by the City, for such expenditures, according to a schedule determined by the festival's production timeline, which shall include pre-festival reimbursement of major NCTA out-of-pocket festival expenses. The City will also provide NCTA with the advance funds required over the festival weekend. Neither the City nor any Jackson festival partner has any rights or obligations with respect to the funds or management of the funds received by NCTA from NEA as per item 2(T) above. All amounts paid under this Section 5(C) shall be consistent with the Festival Budget described in Section 4(B) of Attachment A.
- D. The City or its designated fiscal agent will establish a separate bank account for the Festival and provide monthly reports appropriately in order to ensure Festival finances are separate and apart from non-Festival finances.
- E. Obtain site access and arrange event insurance coverage for site owners, the City, the NCTA, and others customarily covered by such insurance. In addition, the City shall make best efforts to seek and arrange for any mutually agreed upon site improvements (as and when such improvements are included in the festival budget).
- F. Enter into contracts necessary for the production of the festival, as required herein.

6. Marketing and Promotion Considerations:

- A. The name "National Folk Festival" is the trademarked property of the NCTA, and NCTA has the exclusive right to determine the manner in which it shall be used. The City agrees not to use the NCTA Marks (as defined below) in any advertising, publicity releases or marketing communication without the NCTA's prior written approval in each instance. Subject to the terms and conditions of this Agreement, solely during the Term of this Agreement, the NCTA hereby grants the City a limited, revocable, royalty-free, non-sublicensable (except to the City's contractors and service providers acting in such capacity and performing services for the City related to the Festival), non-transferable (except as set forth in Section 7) license, to use, copy and display the NCTA's name, logos, trademarks (including any marks used in connection with the "National Folk Festival) and seals (the

“NCTA Marks”) (i) for use in connection with the City’s fulfillment of its obligations under this Agreement and (ii) in connection with the development of any Festival materials (as defined below). All such use must be in accordance with any guidelines the NCTA may provide from time to time to the City during the Term of this Agreement. The City will not take any action with respect to the NCTA Marks that does or could adversely affect such NCTA Marks, the goodwill associated with such NCTA Marks, or the reputation or image of the NCTA and its affiliates. All goodwill in the NCTA Marks will inure for the sole benefit of the NCTA. The NCTA marks are the exclusive property of the NCTA.

- B. Whenever and wherever mention is made of “the producers” of the National Folk Festival in public relations, publicity, promotion, and marketing materials, the NCTA and the City of Jackson, Mississippi, will be credited as co-producers. Other stakeholders, supporters, and cooperating entities will be credited as appropriate.
- C. The NCTA Marks shall be prominently displayed in all Festival Materials (as defined below) including, but not limited to, festival websites, print advertising, display advertising, posters, T-shirts, brochures, program guide and pocket guide, etc.
- D. The City agrees to honor the terms of any NCTA/National Folk Festival national sponsorship agreements with regard to sponsor recognition and benefits of which the City has been provided copies or adequate descriptions. Such sponsorships shall be structured in such a way as to provide mutual benefit to the NCTA and the City.
- E. Any email, attendee list and/or mailing lists developed, created, used or compiled by the City and its local festival partners in conjunction with the National Folk Festivals in Jackson, including without limitation any lists developed on or by use of social media (e.g., Facebook, Instagram, etc.) shall be shared with the NCTA on an annual basis or as requested from time to time by the NCTA, and any email and/or mailing lists available to NCTA with respect to its prior National Folk Festivals shall likewise be shared with Jackson. Any and all lists made available by either party may be used by the other solely for the purpose of marketing and promoting National Folk Festivals, whether in Jackson or other cities, or any successor folk festivals in Jackson. For the avoidance of doubt, the NCTA’s right to receive any and all related e-mail, attendee list and/or mailing lists under this Section 6(E) shall survive termination of this Agreement.
- F. NCTA will work with the City in the creation of a National Folk Festival website and/or social media pages (e.g., Facebook, Instagram, etc.) for the 82nd, 83rd and 84th National Folk Festivals to be held in Jackson, MS. For the avoidance of doubt, such websites and social media pages shall constitute Festival Materials, as defined below.

7. Marketing Plan and Timeline:

- A. The marketing plan/timeline shall be developed with the active participation of the NCTA, and shall be subject to final approval of the NCTA. It is imperative that the primacy of the

marketing plan/timeline be recognized and agreed upon and documented in a timely and complete manner in accordance with the schedules and duties set forth below.

- 1) For the 82nd National Folk Festival (2025), the marketing plan/timeline shall be completed and agreed upon no later than one year ahead of event date.
 - 2) With respect to Section 2(J) of Attachment A, the dates for delivery contemplated therein shall be included in the marketing plan/timeline.
- B. The marketing plan/timeline shall accurately reflect and be guided by the long- established identity, mission and philosophy of the National Folk Festival, as articulated by the NCTA. Central to this identity is that the National Folk Festival does not characterize any artists as the “stars” of the event; all are peers, and valued equally. Each artist represents a unique cultural community, and there are many important stories to be shared with the public. The National Folk Festival is the “star,” and by inference, American culture writ large.
- C. For purposes of this Agreement, “NCTA Pre-Existing Materials” means, collectively, any and all (i) intellectual property and/or technology, and tangible embodiments thereof, including without limitation ideas, developments, designs, graphics or images, text audio or visual works and other works of authorship provided or made available to the City by the NCTA and (ii) intellectual property rights in or to the foregoing or that claim or cover the foregoing. Subject to the terms and conditions of this Agreement, the NCTA hereby grants to the City a limited, nonexclusive, non-sublicensable, non-assignable, non-transferable right and license, to copy, create derivative works of, modify and otherwise use the NCTA Pre-Existing Materials, solely in furtherance of the Festival and as otherwise expressly set forth herein. The City hereby assigns and transfers to the NCTA all right, title and interest in and to any such derivative works and/or modifications of NCTA Pre-Existing Materials and all associated intellectual property rights, including all Festival Materials (as defined below). The foregoing limited right and license will extend to no other materials or for any other purpose and will terminate automatically upon expiration or termination of this Agreement for any reason.
- D. The NCTA shall have the right to review and approve the design and content of all marketing, promotional and sponsorship materials developed by or for the City in connection with the Festival (“Festival Materials”), including, but not limited to, festival website, display advertising, posters, festival logo, t-shirt design, festival brochures, etc., which shall include or incorporate the NCTA Pre-Existing Materials or the NCTA Marks. The NCTA shall be regularly consulted during the conception, development and design of the Festival Materials. For the avoidance of doubt, all such Festival Materials shall constitute derivative works and/or modifications of the NCTA Pre-Existing Materials and shall be owned by the NCTA. The City agrees to execute any documents of assignment or registration requested by the NCTA relating to any and all Festival Materials. The City agrees to cooperate fully with the NCTA, both during and after the Term of this Agreement, with respect to the procurement, maintenance and enforcement of intellectual property

rights in or related to the Festival Materials, including but not limited changing registration or ownership details on Festival related websites or social media pages.

E. All Festival Materials shall be submitted in a timely manner so as to permit review and approval by the NCTA and to allow time for any necessary corrections. The NCTA Marks shall be prominently displayed in all such Festival Materials.

- 1) The minimum turnaround time provided for the NCTA to make corrections or revisions shall be four (4) working days, with the following exception: The initial proof of the National Folk Festival Program Guide shall be presented to the NCTA no less than 10 working days before it is due to the printer. The NCTA reserves the right to determine the appropriate length of each program participant biography needed to convey the background, cultural tradition and significance of the artist, taking into the consideration the length and layout of the guide, with the expectation that such biographies will typically be 350 – 500 words in length.

8. Communication

A. It is understood that the prerogatives of the NCTA cannot and will not be neglected or circumvented through failure to communicate relevant information or to provide such information in such time and manner so as to permit the full participation of the NCTA and the exercise of its rights. Advance consultation in a timely and forthright manner is critical to the efficacious and agreeable resolution of all issues that may be of interest or concern to NCTA. Breaches of these terms and conditions are of utmost materiality, and every effort must be made to avoid or promptly cure them.

B. Regular reporting of essential and time-sensitive material between the partners will ensure long-term success of the festival. Key areas for quarterly reporting are:

- 1) Financial, including budget approval (per Section 4(B) above) and financial statement review to illustrate financial performance and cash position, with monthly calls as needed to review trends and concerns
- 2) Fundraising, including summary of written and verbal commitments
- 3) Marketing plan and schedule
- 4) Site Design and Capital needs
- 5) Festival Staffing and Volunteers

9. Financial Considerations:

A. The City will pay the NCTA a total contracted amount of \$585,000 over the agreement period (\$195,000 per festival) for the work described in this agreement. The NCTA will be paid on the following schedule for the 2025 festival:

- 1) Nonrefundable payment of \$30,000 upon contract execution (before June 30, 2024)

- 2) Payment of \$55,000 due October 30, 2024
 - 3) Payment of \$55,000 due January 30, 2025
 - 4) Payment of \$55,500 due 1 month before festival event date
- B. For 2026 and 2027 Festivals, the City will pay NCTA the annual \$195,000 fee on the following schedule:
- 1) \$48,750 (25%) due July 15 of the previous festival year
 - 2) Second payment (25%) due November 15 of the previous festival year
 - 3) Third payment (25%) due March 15 of the festival year
 - 4) Fourth payment (25%) due May 1 of the festival year
- C. In addition to the fee above, the City will pay travel costs (transportation, hotel accommodations, and per diem) as included in the Festival Budget for:
- 1) Pre-festival site design, technical, and production visits (small group visits of NCTA staff or third party consultants that vary in number, up to a total of 15 reimbursable visits per festival planning cycle); and
 - 2) NCTA's production team during "festival week," i.e. pre-festival site setup and other related activities. (Note: these costs are accounted for, but not broken out, in the RFP Sample Budget.)
- All amounts paid under this Section 9(A), (B) and (C) shall be consistent with the Festival Budget described in Section 4(B) of Attachment A and subject to appropriation as described in Section 5 of the Agreement.
- D. NCTA will invoice the City for reimbursement of costs associated with festival contracts (including travel and per diem) with performers, consultants, technical/operations staff, and other contractors (including travel and per diem) and service agreements in accordance with the provisions of this agreement on the following dates—sixty (60) days prior to the start of the festival, thirty (30) days prior to the start of the festival, and a final invoice no later than July 15 of the festival year. The NCTA shall provide complete documentation of said expenses, including copies of relevant contracts, invoices, and other financial information within sixty (60) days, which the City shall maintain in its records. All amounts paid under this Section 9(D) shall be consistent with the Festival Budget described in Section 4(B) of Attachment A and subject to appropriation as described in Section 5 of the Agreement.
- E. NCTA and the City both agree to use best efforts to use and rely on in-kind agreements and arrangements for transportation, lodging, meals and other related expenses before incurring any obligations for cash expenditures.

10. Status of Parties:

NCTA will at all times during the term of this operating agreement be deemed an independent contractor and not an agent or partner of the City; similarly, the City will be deemed independent contractors and will not be deemed agents or partners of NCTA. When entering into contracts with performers and such other contracts, as NCTA deems necessary for this project, the contracts will be in the name of NCTA only and will not be in the name of the City, unless prior written authorization is obtained.

11. Hold Harmless and Indemnification

- A. The City agrees to defend, indemnify, and hold harmless NCTA and its employees, officials, officers, representatives and agents from and against all claims, administrative hearings, lawsuits, costs, expenses, court costs, attorney fees, liabilities or damages of whatsoever nature arising out of or in connection with, or relating in any manner to any act or omission by the City, or by the City's employees, officials, officers, representatives and agents, in connection with any such party's performance or non-performance of this Agreement which represents a breach of such party's obligations under this Agreement, if permitted by City's corporate, D&O, liability and/or umbrella insurance.

- B. NCTA agrees to defend, indemnify and hold harmless the City and the City's employees, officials, officers, representatives and agents from and against all claims, administrative hearings, lawsuits, costs, expenses, court costs, attorney fees, liabilities or damages of whatsoever nature arising out of or in connection with, or relating in any manner to any act or omission by NCTA, or by NCTA's employees, officials, officers, representatives and agents, in connection with NCTA's performance or non- performance of this agreement which represents a breach of NCTA's obligations under this agreement, if permitted by NCTA's corporate, D&O, liability and/or umbrella insurance.

- C. All parties to this agreement agree to name each other as additional insureds on their existing insurance policies if permitted by the parties' insurance carriers. Any additional cost for indemnification, naming each other as additional insureds or for insuring the parties to the Operating Agreement or festival partners shall be included in the Festival Budget.

IN WITNESS WHEREOF, the parties hereunder duly authorized have executed and delivered this Amendment as of the date first above written.

PARTIES

WITNESS:

National Council for the Traditional Arts

Name

Name

Title

WITNESS:

City of Jackson

Name

Name

Title

29

File 4/12/24

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S FEDERAL TRANSIT ADMINISTRATION, TO APPLY FOR THE FY2024 COMPETITIVE FUNDING OPPORTUNITY ENTITLED LOW OR NO EMISSION VEHICLE AND BUSES & BUS FACILITIES GRANT PROGRAM IN THE AMOUNT OF \$20,526,398.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS

WHEREAS, on February 8, 2024, the U.S. Department of Transportation's Federal Transit Administration announced the availability of a Discretionary FY2024 Competitive Funding Opportunity entitled Low or No Emission Vehicle and Buses & Bus Facilities Grant Program (Federal Assistance Listing 20.526) and opened the SF-424 application process for federal assistance for the program with the Opportunity Number of FTA-2024-003-TPM-LWNO and FTA-2024-004-TPM-BUS; and

WHEREAS, Federal public transportation law set forth in 49 U.S. Code Section 5339 authorizes the FTA to award grants for low or no emission bus projects through a competitive process; and

WHEREAS, the grant opportunity category is discretionary; and

WHEREAS, this is a competitive grant, and an application must be submitted by April 25, 2024; and

WHEREAS, the City of Jackson Transit Division will request grant funding in the amount of twenty million five hundred twenty-six thousand three hundred and ninety-eight dollars (\$20,526,398.00), of which sixteen million four hundred twenty-one thousand one hundred eighteen dollars and forty cents (\$16,421,118.40) would be federal funds that, if awarded, will require a 20% match in the amount of four million one hundred five thousand two hundred seventy-nine dollars and sixty cents (\$4,105,279.60) from the City of Jackson General Fund; and

WHEREAS, if awarded any funds, the funds will be used over FY2025, FY2026, FY2027, and FY2028; and

WHEREAS, the funds will be used (a) to purchase fleet air purification systems; (b) to purchase 35-foot hybrid buses, 40-foot hybrid buses, less than 30-foot electric propane buses, and electric mini-vans; and (c) to purchase and install charging stations; and

WHEREAS, the Transit Division is recommending that the City apply for and accept said award to use in the City's public transportation system.

Agenda Item # **29**
May 7, 2024
(Keeton, Lumumba)

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the SF-424 application and supplemental form with the United States Department of Transportation in the amount of twenty million five hundred twenty-six thousand three hundred and ninety-eight dollars (\$20,526,398.00), of which sixteen million four hundred twenty-one thousand one hundred eighteen dollars and forty cents (\$16,421,118.40) would be federal funds that, if awarded, will require a 20% match in the amount of four million one hundred five thousand two hundred seventy-nine dollars and sixty cents (\$4,105,279.60) from the City of Jackson General Fund.

IT IS FURTHER ORDERED that any awarded funds shall be used over FY2025, FY2026, FY2027, and FY2028 for the following: (a) to purchase fleet air purification systems; (b) to purchase 35-foot hybrid buses, 40-foot hybrid buses, less than 30-foot electric propane buses, and electric mini-vans; and (c) to purchase and install charging stations.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the agreement and related documents upon award of the grant funds.

Item# _____
Agenda Date: April 9, 2024
By: (Keeton, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 4/9/2024

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S FEDERAL TRANSIT ADMINISTRATION, TO APPLY FOR THE FY2024 COMPETITIVE FUNDING OPPORTUNITY ENTITLED LOW OR NO EMISSION VEHICLE AND BUS & BUS FACILITIES GRANT PROGRAM IN THE AMOUNT OF \$20,526,398.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Infrastructure & Transportation
3.	Who will be affected	All residents and visitors of the City of Jackson.
4.	Benefits	All residents and visitors of the City of Jackson.
5.	Schedule (beginning date)	Grant application will occur following council action and mayor's execution of required documents.
6.	Location:	Citywide
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	\$20,526,398.00
9.	Source of Funding General Fund <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond Other	Grant Fund: Section 5339 FY 2024 Competitive Funding Opportunity: I'IA-2024-003-IPM-LWNO and I'IA-2024-004-IPM-BUS 80%: \$16,421,118.40 General Fund: (20%): \$4,105,279.60
10.	EBO participation	ABF % WAIVER yes no N/A <input checked="" type="checkbox"/> AABE % WAIVER yes no N/A <input checked="" type="checkbox"/> WBE % WAIVER yes no N/A <input checked="" type="checkbox"/> HBE % WAIVER yes no N/A <input checked="" type="checkbox"/> NABE % WAIVER yes no N/A <input checked="" type="checkbox"/>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jhai Keeton, Interim Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director *CON*
Office of Transportation

DATE: March 31, 2024

RE: Agenda Item for April 9, 2024 City Council Meeting

The attached agenda item authorizes the Mayor to execute applications, execute grant agreements and related documents for twenty million five hundred twenty-six thousand three hundred and ninety-eight dollars (\$20,526,398.00), of which sixteen million four hundred twenty-one thousand one hundred eighteen dollars and forty cents (\$16,421,118.40) would be federal funds that, if awarded, will require a 20% match in the amount of four million one hundred five thousands two hundred seventy-nine dollars and sixty cents (\$4,105,279.60) from the City of Jackson General Fund budgeted in FY2025, FY2026, FY2027 and FY2028.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov

Office of the City Attorney

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

RM 4/15/24

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S FEDERAL TRANSIT ADMINISTRATION, TO APPLY FOR THE FY2024 COMPETITIVE FUNDING OPPORTUNITY ENTITLED LOW OR NO EMISSION VEHICLE AND BUSES & BUS FACILITIES GRANT PROGRAM IN THE AMOUNT OF \$20,526,398.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS is legally sufficient for placement in NOVUS Agenda.

Drew Martin

Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney

[Signature]

4/15/24

Date

30

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR RS ELECTRIC SERVICES FOR THE REPAIR OF POLE LIGHTS AT UNION STATION (JTRAN PARKING LOT BUS BAYS)

WHEREAS, the City of Jackson Planning and Development/Transit Services Division must maintain bus bays at Union Station located at 300 West Capitol Street; and

WHEREAS, on March 5, 2024, Planning and Development Department/Transit Services Division received two (2) quotes for professional services to repair the pole lights at Union Station bus bays; and

WHEREAS, it is the City of Jackson's intention to award a purchase order to RS Electric Services to repair the light poles at Union Station bus bays located at 300 West Capitol Street for Fiscal Year 2024; and

WHEREAS, the Planning and Development Department/Transit Services will use funds from the Federal Transit Administration (FTA) at eighty percent (80%) with a local match of twenty percent (20%) from the FY2024 Transit Budget; and

WHEREAS, the total amount of the purchase order is fifteen thousand five hundred and ninety-nine dollars (\$15,599.00), in which twelve thousand four hundred seventy-nine dollars and twenty cents (\$12,479.20) is covered by the FTA and three thousand one hundred nineteen dollars and eighty cents (\$3,119.80) will be covered by local match from the FY2024 Transit budget; and

IT IS, THEREFORE, ORDERED, that the Mayor is authorized to execute a purchase order for RS Electric Services to repair pole lights at Union Station bus bays for FY2024; and

IT IS FURTHER ORDERED, that the total amount expended to RS Electric Services during the term of the purchase order shall not exceed fifteen thousand five hundred and ninety-nine dollars (\$15,599.00).

Agenda Item # 30
May 7, 2024
(Keeton, Lumumba)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 03/26/2024

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUI FOR RS ELECTRIC SERVICES FOR THE REPAIRING OF POLE LIGHTS AT UNION STATION (JTRAN PARKING LOT BUS BAYS)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Infrastructure & Transportation
3.	Who will be affected	All residents and visitors of the City of Jackson.
4.	Benefits	All residents and visitors of the City of Jackson.
5.	Schedule (beginning date)	Upon receipt of the purchase order
6.	Location:	JAMF
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	Not to exceed \$15,599.00
9.	Source of Funding General Fund <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond Other	187.565.50.6461: \$15,599.00 Grant: \$12,479.20 General Fund: \$3,119.80
10.	EBO participation	ABE % WAIVER yes no N/A <input checked="" type="checkbox"/> AABE % WAIVER yes no N/A <input checked="" type="checkbox"/> WBE % WAIVER yes no N/A <input checked="" type="checkbox"/> HBE % WAIVER yes no N/A <input checked="" type="checkbox"/> NABE % WAIVER yes no N/A <input checked="" type="checkbox"/>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Chloe Dotson, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director
Office of Transportation 

DATE: March 11, 2024

RE: Agenda Item for March 26, 2024 City Council Meeting

The City of Jackson's Transit Services would like to execute a professional service purchase order for repair to the pole lights at Union Station bus bays. In this request you will find the agenda order authorizing the Mayor to execute any and all documents pertaining to this professional service.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR RS ELECTRIC SERVICES FOR THE REPAIR OF POLE LIGHTS AT UNION STATION (JTRAN PARKING LOT BUS BAYS) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



4/15/24

Date

OFFICE OF THE CITY ATTORNEY
[Handwritten signature]

31

ORDER AUTHORIZING THE MAYOR TO ENTER INTO THE AGREEMENT WITH TAYLOR POWER SYSTEMS TO PROVIDE ROUTINE GENERATOR MAINTENANCE AT THE JTRAN ADMINISTRATIVE/MAINTENANCE FACILITY, 1785 HIGHWAY 80 WEST, JACKSON, MISSISSIPPI

APPROVED BY THE CITY CLERK
5/5/24

WHEREAS, the Department of Planning and Development, through its Transit Division, is in need of gate maintenance services at its administrative and maintenance facility located at 1785 Highway 80 W, Jackson, MS 39204; and

WHEREAS, Taylor Power Systems agreed to provide annual generator maintenance services at a cost not to exceed four thousand five hundred ninety-one dollars (\$4,591.00); and

WHEREAS, Taylor Power Systems has experience with generator maintenance and has been responsive and responsible in providing generator maintenance at the location; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute the agreement and related documents with Taylor Power Systems to provide the services; and

WHEREAS, the annual cost for the maintenance is covered by Federal Transit Administration funds and the City's local match from Transit Services FY2024 budget; and

IT IS THEREFORE, ORDERED that the Mayor is authorized to execute the agreement and related documents with Taylor Power Systems agreed to provide annual generator maintenance services at a cost not to exceed four thousand five hundred ninety-one dollars (\$4,591.00).

IT IS FURTHER ORDERED that the annual services shall be paid for using Federal Transit Administration (FTA) grant funds at eighty percent (80%) and local match from General Fund at twenty percent (20%) of the Transit Services' FY2024 budget.

Agenda Item # 31
May 7, 2024
(Keeton, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 2/27/2024

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO ENTER INTO THE AGREEMENT WITH TAYLOR POWER SYSTEMS TO PROVIDE ROUTINE GENERATOR MAINTENANCE AT THE JTRAN ADMINISTRATIVE/MAINTENANCE FACILITY, 1785 HIGHWAY 80 WEST, JACKSON, MISSISSIPPI
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	Residents and visitors of JAMF
4.	Benefits	Residents and visitors of JAMF
5.	Schedule (beginning date)	Upon signing of agreement
6.	Location:	Department of Planning & Development/Office of Transportation/All wards
7.	Action implemented by: City Department	Department of Planning & Development/Office of Transportation
8.	COST	\$4,591.00 annually
9.	Source of Funding General Fund <input checked="" type="checkbox"/> x Grant <input type="checkbox"/> x Bond Other	Grant#: (80%): \$3,672.80 General Fund: (20%): \$918.20 Acct#: 187.565.20.6419
10.	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A ___ <u>X</u> AABE ___% WAIVER yes ___ no ___ N/A ___ <u>X</u> WBE ___% WAIVER yes ___ no ___ N/A ___ <u>X</u> HBE ___% WAIVER yes ___ no ___ N/A ___ <u>X</u> NABE ___% WAIVER yes ___ no ___ N/A ___ <u>X</u>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Chloc Dotson, Director
Department of Planning & Development *CDD*

FROM: Christine Welch, Deputy Director
Office of Transportation *cfw*

DATE: February 12, 2024

RE: Agenda Item for February 27, 2024 City Council Meeting

The attached agenda item authorizes the Mayor to enter into an Agreement with Taylor Power Systems agreed to provide annual generator maintenance services at a cost not to exceed four thousand five hundred ninety-one dollars (\$4,591.00).

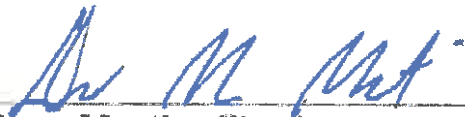
It is the recommendation of this department that this application submittal be approved. If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO ENTER INTO THE AGREEMENT WITH TAYLOR POWER SYSTEMS TO PROVIDE ROUTINE GENERATOR MAINTENANCE AT THE JTRAN ADMINISTRATIVE/MAINTENANCE FACILITY, 1785 HIGHWAY 80 WEST, JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



4/15/24

Date

32

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR GCW PAVEMENT SERVICES, LLC FOR THE INSTALLATION OF BENCHES IN THE NEW BUS SHELTERS THROUGHOUT THE PUBLIC TRANSPORTATION SYSTEM (JTRAN) FOR FISCAL YEAR 2024

WHEREAS, the City of Jackson Planning and Development/Transit Services Division must maintain all bus stops and shelter throughout the public transportation system (JTRAN); and

WHEREAS, February 21, 2024, Planning and Development Department /Transit Services Division received one (1) quote for professional services to install four (4) additional benches in the new bus shelters; and

WHEREAS, the City of Jackson intends to award a purchase order to GCW Pavement Services, LLC to install four (4) additional benches in the new bus shelters for Fiscal Year 2024; and

WHEREAS, the Planning and Development Department/Transit Services will use funds from the Federal Transit Administration (FTA) at eighty percent (80%) with a local match of twenty percent (20%) from the FY2024 Transit Budget; and

WHEREAS, the total amount of the purchase order is three thousand eight hundred and fifty dollars (\$3,850.00), in which three thousands and eighty dollars (\$3,080.00) is covered by FTA and seven hundred and seventy dollars (\$770.00) will be covered by local match from the FY2024 Transit budget; and

IT IS, THEREFORE, ORDERED, that the Mayor is authorized to execute a purchase order for GCW Pavement Services to install four (4) additional benches in the new bus shelters for FY2024; and

IT IS FURTHER ORDERED, that the total amount expended to GCW Pavement Services, LLC during the term of the purchase order shall not exceed three thousand eight hundred and fifty dollars (\$3,850.00).

Agenda Item # 32
May 7, 2024
(Keeton, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/12/2024

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR GCW PAVEMENT SERVICES, LLC FOR THE INSTALLATION OF BENCHES IN THE NEW BUS SHELTERS THROUGHOUT THE PUBLIC TRANSPORTATION SYSTEM (JTRAN) FOR FISCAL YEAR 2024
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Infrastructure & Transportation
3.	Who will be affected	All residents and visitors of the City of Jackson.
4.	Benefits	All residents and visitors of the City of Jackson.
5.	Schedule (beginning date)	February 21, 2024 thru September 30, 2024
6.	Location:	JAMF
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	Not to exceed \$3,850.00
9.	Source of Funding General Fund X Grant X Bond Other	187.565.20.6419: \$3,850.00 Grant: \$3,080.00 General Fund: \$770.00
10.	EBO participation	ABI: % WAIVER yes no N/A <u>X</u> AABF % WAIVER yes no N/A <u>X</u> WBE % WAIVER yes no N/A <u>X</u> HBE % WAIVER yes no N/A <u>X</u> NABE % WAIVER yes no N/A <u>X</u>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Chloe Dotson, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director *CW*
Office of Transportation

DATE: February 21, 2024

RE: Agenda Item for March 12, 2024 City Council Meeting

The City of Jackson's Transit Services would like to execute a professional service purchase order for installing four (4) additional benches in the new shelters throughout the public transportation system (JTRAN). In this request you will find the agenda order authorizing the Mayor to execute any and all documents pertaining to this professional service.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR GCW PAVEMENT SERVICES, LLC FOR THE INSTALLATION OF BENCHES IN THE NEW BUS SHELTERS THROUGHOUT THE PUBLIC TRANSPORTATION SYSTEM (JTRAN) FOR FISCAL YEAR 2024 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



4/29/24

Date

APPROVED
BY THE CITY ATTORNEY
Kristie Metcalfe

33

DL 4/12/24

ORDER REVISING THE BUDGET FOR FISCAL YEAR 2023-2024 FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S TRANSIT SERVICES DIVISION

WHEREAS, both chillers at the JTRAN Administrative Maintenance facility have failed leaving the facility without any air conditioning since the adoption of the Fiscal Year 2023-2024 budget; and

WHEREAS, the Fiscal Year 2024 City of Jackson budget should be amended to provide funding for rental of a temporary chiller, replacement of the chillers, and installation of new chillers; and

WHEREAS, there are monies available in "Computer Software," "Miscellaneous Automotive Equipment," and "Building Maintenance" categories which have not been expended which may be used for the funding of the rental of the temporary chiller, purchase of the new chillers, and installation if Transit Services' Fiscal Year 2023-2024 Budget is amended; and

IT IS, THEREFORE ORDERED that the Fiscal Year 2023-2024 following accounts are being revised:

Account#	Account Description	Action To Be Taken	Amount
187.565.20.6231	Computer Software	Decrease	\$65,000.00
187.565.20.6514	Rental of Equipment	Increase	\$65,000.00
187.565.30.6812	Building and Structures	Increase	\$450,000.00
187.565.30.6884	Misc. Automotive Equipment	Decrease	\$300,000.00
187.565.50.6461	Building Maintenance	Decrease	\$150,000.00

ITEM # 33
AGENDA DATE: April 9, 2024
KEETON, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 4/9/2024

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER REVISING THE BUDGET FOR FISCAL YF 2023-2024 FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S TRANSIT SERVICES DIVISION
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Infrastructure & Transportation
3.	Who will be affected	All residents and visitors of the City of Jackson.
4.	Benefits	All residents and visitors of the City of Jackson.
5.	Schedule (beginning date)	
6.	Location:	JAMF
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	n/a
9.	Source of Funding General Fund X Grant X Bond Other	n/a
10.	EBO participation	ABE % WAIVER yes no N/A <u>X</u> AABF % WAIVER yes no N/A <u>X</u> WBF % WAIVER yes no N/A <u>X</u> HBF % WAIVER yes no N/A <u>X</u> NABF % WAIVER yes no N/A <u>X</u>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jhai Keeton, Interim Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director
Office of Transportation

DATE: April 2, 2024

RE: Agenda Item for April 9, 2024 City Council Meeting

Both chillers at JTRAN Administrative and Maintenance Facility at 1785 Highway 80W have failed. Without the chillers, the facility is without any air conditioning. Because the lead time for new chillers is approximately twenty-nine (29) months, a temporary chiller will need to be rented to provide air conditioning to the facility until the chillers are purchased and replaced.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov

AM 4/15/24

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER REVISING THE BUDGET FOR FISCAL YEAR 2023-2024 FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S TRANSIT SERVICES DIVISION** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



4/15/24

Date

34

OFFIC
Bell

3/16/24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB C450i DIGITAL COLOR COPIER TO BE USED BY THE ZONING DIVISION, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT

WHEREAS, the Zoning Division of the Planning and Development Department desires to enter into a 48-month rental agreement of a copier machine; and

WHEREAS, the Advantage Business Systems provides a Konica Minolta Bizhub C450 Black/White/Color Copier through the State of Mississippi Contract 82-00067921; and

WHEREAS, it is the recommendation of the Department of Planning and Development that this contract be approved.

001.404.10.6514 \$242.00 per month/ \$.0085 black and white/ \$.055 color

IT IS THEREFORE, ORDERED that the Mayor be authorized to execute the necessary documents with Advantage Business Systems providing for the 48-month rental of a Konica Minolta Bizhub C650i Copier to meet the needs of the Zoning Division as related to the functions of said division at a cost of \$242.00 per month, plus a per copy price of \$.0085 for black and white copies, and \$.055 for color copies to include service and maintenance with the exception of paper or staples.

Agenda Item # 34
May 7, 2024
(Keeton, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **3/12/24**
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB 458 BLACK/WHITE COPIER TO BE USED BY THE ZONING DIVISION, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	NA																																													
3.	Who will be affected	ZONING DIVISION																																													
4.	Benefits																																														
5.	Schedule (beginning date)	April 1, 2024																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	DEPARTMENT OF PLANNING AND DEVELOPMENT ZONING DIVISION																																													
8.	COST	\$242.00/Month/\$0.0085 Black & White/ \$0.055 Color																																													
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-404.10-6514)																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 2/22/24

Re: Agenda Item

The current contract providing for rental of a copier for use by the Zoning Division will expire March 31, 2024.

The attached agenda item requests authorization to enter into a 48-month agreement with Advantage Business Systems (ABS).

The requested copier monthly lease price is \$242.00 per month which includes all cartridges, drum labors and service calls, supplies (except paper and staples) and repair maintenance plus a per copy price of \$.0085 for black and white copies, and \$.055 for color copies.

If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1993 or e-mail cdotson@city.jackson.ms.us.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB C450I DIGITAL COLOR COPIER TO BE USE BY THE ZONING DIVISION, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



4/2/24

Date

**RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)**

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Jackson-Planning/Zoning Division (hereinafter referred to as Customer), and Advantage Business Systems (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**

A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. **HOLD HARMLESS:** To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Advantage Business Systems
Name Donna May
Title Account Executive
Address 5442 Executive Place
City, State, & Zip Code Jackson, MS 39206

For the Customer:

City of Jackson-Planning/Zoning Division
Name Theresa Mosley
Title Office Manager
Address 200 S. President St.
City, State, & Zip Code Jackson, MS 39201

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both –in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 16th day of February, 2024.

Vendor: Advantage Business Systems

By: Donna May
Authorized Signature

Printed Name: Donna May

Title: Account Executive

Witness my signature this the _____ day of _____, 20____.

Customer: City of Jackson, Mississippi

By: _____
Authorized Signature

Printed Name: Chokwe Antar Lumumba

Title: Mayor

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200067921

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson-Planning/Zoning Division

Bill to Address: P O Box 17, Jackson, MS

Ship to Address: 200 S. President St.
Jackson, MS 39201

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Konica Minolta Bizhub C450i Fax Finisher with 2/3 hole punch Paper cabinet	\$242.00

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48

Start Date:

End Date:

Modifications: Maintenance to be billed @ \$.0085 for all b/w copies and \$.055 for all color copies

Donna May
Vendor Signature

Customer Signature

35

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ANGELA CARSON D/B/A CARSON CONSULTING SERVICES, LLC TO SERVE AS PROJECT MANAGER FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)

WHEREAS, the W.K. Kellogg Foundation awarded Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth funds to the City of Jackson to support its goals to increase employment, economic development, city and regional competitiveness, job creation, and employer engagement allowing the citizenry access to tools that will help them traverse pathways to self-sufficiency; and

WHEREAS, on April 30, 2019, the City Council authorized the Mayor to accept a \$1,895,000.00 grant from W. K. Kellogg Foundation to be allocated over three years for the development of the proposal entitled Employment Pathways to Human Dignity (EPHD); and

WHEREAS, on August 16, 2022, the City Council approved an Order ratifying the submission of a request for an eighteen-month grant extension to the W.K. Kellogg Foundation that extended the grant period to September 30, 2023 for the development of the proposal entitled Employment Pathways to Human Dignity (EPHD); and

WHEREAS, on September 27, 2022, the Jackson City Council approved an Order authorizing the Mayor to enter into an agreement with Angela Carson dba Carson Consulting Services, LLC to provide consulting services for the workforce development program on the EPHD grant from execution through September 30, 2023; and

WHEREAS, on September 30, 2023, the City of Jackson submitted a request for a 12-month extension for the implementation of the EPHD grant to increase employment opportunities for low-income families through a stratified framework of the workforce and economic development, job creation, and employer engagement to achieve family economic security and regional prosperity; and

WHEREAS, on October 27, 2023, the W.K. Kellogg Foundation notified the Deputy Director of Economic Development that the grant period would be extended to September 30, 2024; however, the amendment does not increase the Foundation's commitment; and

WHEREAS, in light of the grant extension, the Chief Administrative Officer recommends that the City Council authorize the Mayor to enter into an independent contractor relationship with Angela Carson for consultant services upon execution to September 30, 2024; and

WHEREAS, either party may terminate the agreement at any time upon delivery of written notice to the other party no less than 14 days prior to the intended termination date, provided, however, that in such event, the terminating party agrees to act in good faith to assist the other party with the orderly wind-down of such party's work on any active and on-going assignment; and

WHEREAS, the parties agree that the legal relationship between Angela Carson and the City of Jackson is strictly an independent contractor relationship. Nothing contained in the agreement shall be deemed or construed to create a joint venture, agency, partnership, or employer-contractor relationship between the Parties. Neither party shall have the power to bind the other Party in any manner. Additionally, the City of Jackson shall have no obligation to Angela Carson with respect to the provision of any benefits (insurance, retirement, or the like), nor shall the City of Jackson have any responsibility for the payment of any taxes, fees, dues, or memberships, workers' compensation premiums, or the like, which are the sole responsibility of Angela Carson; and

WHEREAS, the City of Jackson will compensate Angela Carson for her services as a consultant in a total amount not to exceed \$18,000.00.

IT IS THEREFORE ORDERED that the Mayor be authorized to enter into an agreement with Angela Carson for consultant services on the W.K. Kellogg Foundation-funded project Employment Pathways to Human Dignity (EPHD) from upon execution through September 30, 2024.

IT IS FURTHER ORDERED that upon the monthly submission of an invoice to the City of Jackson, Angela Carson shall be paid a total amount not to exceed \$18,000.00 from grant funds for conducting EPHD workforce development event planning services.

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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: Jan. 26, 2024

1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ANGELA CARSON D/B/A CARSON CONSULTING SERVICES, LLC TO SERVE AS PROJECT MANAGER FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development																																													
3.	Who will be affected	City of Jackson																																													
4.	Benefits	Increase employment opportunities for low-income families																																													
5.	Schedule (beginning date)	Upon Approval																																													
6.	Location: <input type="checkbox"/> WARD <input type="checkbox"/> CITYWIDE (yes or no) (area) <input type="checkbox"/> Project limits if applicable	Citywide																																													
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> City Department <input type="checkbox"/> Consultant	CAO																																													
8.	COST	\$18,000.00																																													
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other	W.K. Kellogg Foundation Grant <i>Economic Pathways to Human Dignity</i> 07640145-6419																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>
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HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>																																							

MEMORANDUM



TO: Mayor Chokwe Lumumba

FROM: Louis Wright, City Administrative Officer

DATE: January 26, 2024

RE: **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ANGELA CARSON D/B/A CARSON CONSULTING SERVICES, LLC TO SERVE AS PROJECT MANAGER FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)**

The agenda item which accompanies this memo requests that the City Council authorize the agreement with Angela Carson for consulting services. The City of Jackson will compensate Angela Carson \$18,000.00 upon execution to September 30, 2024 for its services. Funds will still be paid by the W. K. Kellogg Foundation-funded Project, *Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth*.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ENGELA CARSON D/B/A CARSON CONSULTING SERVICES, LLC TO SERVE AS PROJECT MANAGER FOR THE W.K. KELLOG SERVICES FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES AND ECONOMIC GROWTH (EPHD); CIVIL ACTION NO.: 19-561-EFP, is legally sufficient for placement in NOVUS Agenda.



Drew Martin

City Attorney

Kristie Metcalf

Senior Deputy City Attorney



DATE

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ANGELA CARSON D/B/A CARSON CONSULTING SERVICES, LLC TO SERVE AS PROJECT MANAGER FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD).

WHEREAS, the W.K. Kellogg Foundation awarded Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth (EPHD) funds to the City of Jackson to support its goals to increase employment, economic development, city, and regional competitiveness, job creation, and employer engagement allowing the citizenry access to tools that will help them traverse pathways to self-sufficiency; and

WHEREAS, on August 16, 2022, the Jackson City Council approved an Order ratifying the submission of a request for an eighteen-month grant extension to the W.K. Kellogg Foundation that extended the grant period to September 30, 2023, for the development of the proposal entitled *Employment Pathways to Human Dignity (EPHD)*; and

WHEREAS, the Office of the Chief Administrative recommends that the Jackson City Council authorize the Mayor to enter into an agreement with Carson Consulting Services, LLC to allow Angela Carson to serve as Project Manager from September 23, 2022, through September 23, 2023; and

WHEREAS, Ms. Angela Carson (doing business as "Carson Consulting Services LLC") will, as a consultant under the EPHD project, finalize the implementation plan with the City of Jackson staff, engage business and workforce leaders for the *Pathways* initiative, engage community-based organizations and postsecondary education providers (community partners collectively) for the *Pathways* initiative, develop a procurement process to select community partners to participate in the *Pathways* initiative, serve as project manager for the *Pathways* initiative, engage key local stakeholders in the STEAM/creative economy for the COJ incubator project, and develop a feasibility plan for the COJ incubator project; and

WHEREAS, the City of Jackson will compensate Ms. Carson for her services as an independent contractor in an amount not to exceed \$40,000.00 over the term of the EPHD grant project – September 23, 2022, through September 23, 2023; and

WHEREAS, the proposed contract contains the following provisions:

Term: This Agreement commences upon execution and shall continue uninterrupted until September 23, 2023. Either party may terminate this Agreement at any time upon the delivery of written notice to the other party no less than 14 days prior to the intended termination date, provided, however, that in such event, the terminating Party agrees to act in good faith to assist the other party with the orderly wind-down of such party's work on any active and on-going assignment.

Compensation: For the duties and obligations to be performed by the Consultant pursuant to this Agreement, the City of Jackson agrees to compensate the Consultant, as a Project Manager, for the grant period of September 23, 2022, through September 23, 2023. The COJ agrees to compensate the Consultant in an amount not to exceed Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$3,333.33) a month for twelve (12) months totaling an amount not to exceed Forty Thousand Dollars

and No Cents (\$40,000.00). The Consultant must submit an invoice to the COJ for payment. Consultant shall not perform any additional services for the COJ that is not authorized by W.K. Kellogg project *Economic Pathways to Human Dignity, Building Occupational Opportunities and Economic Growth through a Framework of Equity*. Consultant will not receive any funds from the W.K. Kellogg project *Economic Pathways to Human Dignity, Building Occupational Opportunities, and Economic Growth through a Framework of Equity* for services outside the Scope of Work.

Independent Consultant: The parties agree that the legal relationship between Consultant and COJ is strictly an independent Consultant relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership, or Employer-Consultant relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the COJ shall have no obligation to Consultant with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers' compensation premiums, or the like, which are the sole responsibility of the Consultant.

Approval: It is understood that this Agreement requires approval by Jackson City Council, and if not approved by the Jackson City Council, it is void, and no payment shall be made hereunder.

Availability of Funds: It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Consultant to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

Non-Assignment and Subcontracting: The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Consultant named herein. Said Consultant understands and agrees that it shall not assign, transfer, delegate, or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.

Non-Waiver of Breach: No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

Public Records: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

Representation Regarding Contingent Fees and Gratuities: The Consultant represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Consultant represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

Severability: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Confidentiality and Treatment of Information: The consultant agrees that she will not improperly use or disclose any confidential information obtained in connection with activities in which it has been engaged under this Agreement. Consultant understands that it has both a professional and moral obligation to keep such information confidential and at all times to maintain such Information in a safe and secure manner. Consultant agrees to hold such Information in the strictest confidence and use such Information only as and to the extent necessary and appropriate in connection with duties performed hereunder.

Governance: This agreement shall be governed by the laws of the State of Mississippi. This agreement may be modified or amended only if the amendment is made in writing and signed by both parties. If any provision of this agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the agreement is invalid or unenforceable, but that by limiting such provisions shall be deemed to be written, construed and enforced as so limited. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the agreement. Any disputes will be presented to a court of competent jurisdiction in Hinds County, MS. In the event of a dispute regarding this agreement, the parties shall first attempt to mediate the issue with a mutually agreed mediator. If that is not successful, the dispute shall be arbitrated with a mutually agreed arbitrator.

Entire Agreement: This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

IT IS THEREFORE ORDERED that the Mayor is authorized to enter into an agreement with Angela Carson for consultant services provided herein.

IT IS FURTHER ORDERED that Angela Carson will be compensated in an amount not to exceed \$40,000.00 from September 23, 2022, through September 23, 2023, upon submission of an invoice to the City of Jackson for payment.

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

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

Nays – None.

Absent – Stokes.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on September 27, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

Contract between Angela Carson and the City of Jackson

Company: Carson Consulting Services LLC

Consultant/Contractor: Angela Carson

Position Title: Project Manager

Email Address: acarsonpga@gmail.com

Phone Number: 601-955-1132

Funding Source: W.K. Kellogg-funded project: Economic Pathways to Human Dignity. Building Occupational Opportunities and Economic Growth through a Framework of Equity and Inclusion

Client: City of Jackson, Jackson, Mississippi

Supervising Officer: Yika Hoover, Interim Deputy Director, Planning and Development, City of Jackson

Duration: February 1, 2024 – September 23, 2024

Scope of Work: Angela Carson will provide the following related services:

Services for Pathways Workforce Development Strand Efforts

September 2022 – September 2024
1. Finalize implementation plan with City of Jackson staff, including: a. Confirming the outcomes to be achieved. b. Confirming key program elements that will drive implementation tasks. c. Identifying next steps.
2. Engage business and workforce leaders to: a. Gather intelligence to inform a narrowed focus on specific middle-skill and high-skill sectors and/or occupations currently in demand. b. Identify opportunities for ongoing participation in the <i>Pathways</i> initiative.
3. Collaborate with the selected evaluator (Mississippi Urban Research Center) about the evaluation design and implementation to explore the three goals in the Pathways initiative (stated above) that are the focus of this scope of work.
4. Engage community-based organizations and postsecondary education providers (community partners collectively) in the city/region to: a. Frame the Pathways initiative as the City's new economic mobility effort. b. Gather on-the-ground insights into the current challenges and systems barriers encountered by adult learners in Jackson. c. Discuss the COJ's procurement process to engage community partners in this work.

<p>5. In accord with existing COJ procurement policies and practices, develop a procurement process to select community partners to participate in the Pathways initiative, including:</p> <ul style="list-style-type: none"> a. Confirm the required services to be implemented, the outcomes to be achieved, and other grantee requirements for community partners in this work. b. Developing a Request for Application/Proposals. c. Planning and supporting/facilitating a Bidders Conference for prospective respondents. d. Developing a review and selection process. e. Supporting the COJ contracting process with selected community partners as needed.
<p>6. Develop an implementation management process that includes:</p> <ul style="list-style-type: none"> a. A launch meeting with the selected community partners as they begin implementation. b. Regular communications and monitoring of community partner progress, including the development of a dashboard of Key Performance Indicators and a timeline for key deliverables/benchmarks. c. Building the capacity of community partners to design and implement programs that support adult learner success. d. Ongoing strategies to link learning to work, including maintaining strong employer engagement throughout the process.
November 2022 – September 2024
<p>7. Consult with the City of Jackson staff on opportunities to link the work on these two goals with any other components of the Pathways initiative.</p>
<p>8. Serve as project manager for the Pathways initiative, including scheduling regular meetings with City of Jackson staff and other implementation partners related to progress on this scope of services and the broader Pathways initiative.</p>
<p>9. Support project implementation as outlined in the implementation plan.</p>
<p>10. Assist in end-of-project information collection and support report writing as needed.</p>

Services for “Creativerpreneur” Incubator Strand Efforts

November 2022 – September 2024
<p>1. Work with David Bickham and Dr. Gloria Mwase, COJ Strategic Advisors, to research effective models for STEAM/creative economy incubator projects that can inform planning for the City of Jackson pilot project.</p>
<p>2. Engage key local stakeholders in the STEAM/creative economy to identify existing incubator-like resources and discuss how a COJ incubator project can support their entrepreneurship and talent development efforts.</p>
<p>3. Develop a feasibility plan for how the COJ incubator project can be implemented and outcomes to be achieved, including a staffing plan to manage this component of the pathways initiative.</p>
<p>4. Work with COJ to implement the incubator project, including onboarding staffing and CBOs to manage this component.</p>

Term: This Agreement commences upon execution and shall continue uninterrupted until September 30, 2024. Either party may terminate this Agreement at any time upon the delivery of written notice to the other party no less than 14 days prior to the intended termination date, provided, however, that in such event, the terminating Party agrees to act in good faith to assist the other party with the orderly wind-

down of such party's work on any active and on-going assignment.

Compensation: For the duties and obligations to be performed by the Consultant pursuant to this Agreement, the City of Jackson agrees to compensate the Consultant, as a Project Manager, for the grant period of February 1, 2024, and September 30, 2024. The COJ agrees to compensate the Consultant in an amount not to exceed Two Thousand Two Hundred and Fifty Dollars and Zero Cents (\$2,250) a month for eight (8) months totaling an amount not to exceed Eighteen Thousand Dollars and No Cents (\$18,000.00). The Consultant must submit an invoice to the COJ for payment. Consultant shall not perform any additional services for the COJ that is not authorized by W.K. Kellogg project *Economic Pathways to Human Dignity, Building Occupational Opportunities and Economic Growth through a Framework of Equity*. Consultant will not receive any funds from the W.K. Kellogg project *Economic Pathways to Human Dignity, Building Occupational Opportunities, and Economic Growth through a Framework of Equity* for services outside the Scope of Work.

Independent Consultant: The parties agree that the legal relationship between Consultant and COJ is strictly an independent Consultant relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership, or Employer-Consultant relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the COJ shall have no obligation to Consultant with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers' compensation premiums, or the like, which are the sole responsibility of the Consultant.

Approval: It is understood that this Agreement requires approval by Jackson City Council and if not approved by the Jackson City Council, it is void, and no payment shall be made hereunder.

Availability of Funds: It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Consultant to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

Non-Assignment and Subcontracting: The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Consultant named herein. Said Consultant understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.

Non-Waiver of Breach: No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

Public Records: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

Representation Regarding Contingent Fees and Gratuities: The Consultant represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Consultant represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

Severability: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Confidentiality and Treatment of Information: Consultant agrees that she will not improperly use or disclose any confidential information obtained in connection with activities in which it has been engaged under this Agreement. Consultant understands that it has both a professional and moral obligation to keep such Information confidential and at all times to maintain such Information in a safe and secure manner. Consultant agrees to hold such Information in the strictest confidence and use such Information only as and to the extent necessary and appropriate in connection with duties performed hereunder.

Governance: This agreement shall be governed by the laws of the State of Mississippi. This agreement may be modified or amended only if the amendment is made in writing and signed by both parties. If any provision of this agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the agreement is invalid or unenforceable, but that any limiting such provisions shall be deemed to be written, construed and enforced as so limited. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the agreement. Any disputes will be presented to a court of competent jurisdiction in Hinds County, MS. In the event of a dispute regarding this agreement, the parties shall first attempt to mediate the issue with a mutually agreed mediator. If that is not successful, the dispute shall be arbitrated with a mutually agreed arbitrator.

Entire Agreement: This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective upon execution by the parties.

Angela Caron, Consultant
Carson Consulting Services, LLC

Chokwe Antar Lumumba, Mayor
City of Jackson

Wate attested: _____

Attested By: _____
City Clerk

36

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND RELATED DOCUMENTS WITH BLUDOT TO PROVIDE LOCAL SHOPPING INCENTIVE SERVICES IN THE CITY OF JACKSON, MISSISSIPPI, FOR A PERIOD OF ONE YEAR AND AUTHORIZING PAYMENT IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000) TO BLUDOT

OFFICE OF THE CITY ATTORNEY
JEL
5/7/24

WHEREAS, the Department of Planning and Development desires to enter into an agreement with a professional technology partner to incentivize residents to shop locally and support small businesses in the City of Jackson; and

WHEREAS, the program intends to provide a web-based shopping incentive platform for Jackson businesses and the necessary administrative services to launch and maintain the program; and

WHEREAS, the Office of Economic Development received two (2) quotes for professional services for a web-based business rewards program; and

WHEREAS, BluDot presented a web-based business rewards program for Jackson to include handling the distribution and auditing of a reward/point system, allowing consumers to earn points for shopping at Jackson businesses or participating in local events while redeeming these points at Jackson's local businesses. This incentive plan is aimed at encouraging and increasing patronage of local Jackson businesses; and

WHEREAS, after considering the information provided, the Department of Planning and Development recommends a one-year term for the web-based business rewards program at a cost not to exceed five thousand nine hundred forty (\$5,940) dollars per year and the initial rewards budget at the recommended amount of four thousand sixty (\$4,060) dollars; and

WHEREAS, the total for the web-based business rewards program, including the rewards program budget, will not exceed a total contract cost of ten thousand (\$10,000) dollars; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the agreement and related documents with BluDot to provide professional web-based business rewards incentive services in the City of Jackson at a cost not to exceed ten thousand (\$10,000), subject to the right of the succeeding governing authorities to void.

Agenda Item # 36
May 7, 2024
(Keeton, Lumumba)

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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET, 3/12/2024

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND RELATED DOCUMENTS WITH BLUDOT TO PROVIDE LOCAL SHOPPING INCENTIVE SERVICES IN THE CITY OF JACKSON, MISSISSIPPI FOR A PERIOD OF ONE YEAR, AND AUTHORIZING PAYMENT IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000) TO BLUDOT
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Economic Development
3.	Who will be affected	Business community in the City
4.	Benefits	To improve the relationship between the City and business community by providing an opportunity to network and build relationships through our shop local rewards program
5.	Schedule (beginning date)	Upon approval
6.	Location:	Citywide
7.	Action implemented by: City Department	Department of Planning & Development Office of Economic Development
8.	COST	Not to exceed \$10,000
9.	Source of Funding General Fund <input checked="" type="checkbox"/> Grant Bond Other	001.404.10.6419
10.	EBO participation	ABE % WAIVER yes no N/A <input checked="" type="checkbox"/> AABE % WAIVER yes no N/A <input checked="" type="checkbox"/> WBE % WAIVER yes no N/A <input checked="" type="checkbox"/> HBE % WAIVER yes no N/A <input checked="" type="checkbox"/> NABE % WAIVER yes no N/A <input checked="" type="checkbox"/>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

FROM: Chloe Dotson, Director
Department of Planning & Development

DATE: February 14, 2024

RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND RELATED DOCUMENTS WITH BLUDOT TO PROVIDE LOCAL SHOPPING INCENTIVE SERVICES IN THE CITY OF JACKSON, MISSISSIPPI, FOR A PERIOD OF ONE YEAR AND AUTHORIZING PAYMENT IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000) TO BLUDOT

The City of Jackson's Office of Economic Development would like to execute a professional service purchase order to BluDot for the creation of a business rewards program for one year

Cc: Yika Hoover, Deputy Director, Office of Economic Development

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
3/26/24
197

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND RELATED DOCUMENTS WITH BLUDOT TO PROVIDE LOCAL SHOPPING INCENTIVE SERVICES IN THE CITY OF JACKSON, MISSISSIPPI, FOR A PERIOD OF ONE YEAR AND AUTHORIZING PAYMENT IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000) TO BLUDOT** is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



4/29/24

Date



QUOTE

Bludot Technologies Inc.
650 Castro St Ste 120 #96003, Mountain View, CA 94041
Email: sophia@bludot.io
Phone: 215-828-7281

DATE 2/12/24

CUSTOMER

City of Jackson, MS
219 S. President St., Jackson, MS 39201
Email: thoover@jacksonms.gov

DESCRIPTION		PRICE
Open Rewards - Shop Local App (\$/Month)	\$	495.00
Rewards Fund (One Time)	\$	4,060.00

Subscription Duration (Months): 12
Total: \$ 10,000.00

This SaaS Services Agreement ("Agreement") is entered into between Bludot Technologies Inc. ("Company") and the Customer listed above ("Customer"). This Agreement applies to and incorporates the above Order Form as well as Bludot Terms and Conditions. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Bludot Technologies Inc:

Customer:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



2/14/2024

Shop Local Incentive System/Service Proposal

Hi Michael,

We would be grateful for the opportunity to serve small businesses throughout the City of Jackson, and measure the positive impact on the local economy. Nearly 4 times more money stays local when spent at local establishments (according to the American Independent Business Alliance), and we look forward to bringing this impact to Jackson. This model is not only aimed at bolstering small businesses but also at creating a sustainable model of economic re-circulation, potentially inducing significant new spending within targeted communities.

We've aligned our proposal with the scope outlined in the previously published RFP, presenting a budget of \$49,250. To adhere to a \$50K limit, we've halved our monthly costs for platform and staff from \$2,000 to \$1,000. This adjustment means delaying the hiring and training of a team member in Jackson, though we could reintroduce this position, later, for a minimum \$12,000 annually. Our proposal includes the standard reporting we've discussed; essential information like payments, rewards, consumer and merchant zip codes, merchant demographics, and standard accounting reports to manage costs effectively. For an added fee, we can provide further insights through third-party data on foot traffic (measured with phone locations) and consumer demographics, integrating it with your economic geography for detailed analysis.

We're confident that this collaboration between Localight and the City of Jackson will pave the way for a thriving, interconnected local economy. We look forward to the opportunity to discuss this proposal with you further

Thank you for considering Localight. We're eager to hear any comments or questions you might have.

Best regards,

Chondra Crosby

1. **Program Duration and Launch Timeline:** Localight is fully prepared to implement the program for an initial term of one year, with the potential for extension up to five years. We are confident in our ability to prepare for the launch of the program within three months from the kick-off meeting, aligning with the City's timeline.
2. **Reward/Point System Management:** Our platform is equipped to handle the distribution and auditing of a rewards/points system. This system will enable customers to earn points for shopping at local businesses or participating in local events, and redeem these points at participating businesses in Jackson, thereby fostering local commerce.
3. **Program Establishment and Administration:** Localight will undertake the complete establishment and administration of the program. This includes recruiting businesses, developing branding and outreach materials, overseeing system maintenance, and ensuring the secure distribution of funds. Efforts will be made to ensure that participating businesses are well-distributed throughout the City of Jackson.
4. **Local Business Participation:** We will ensure that all businesses recruited to accrue or redeem City credits are located within the City of Jackson, reinforcing our support for local small businesses and the broader shop local campaign.
5. **No Additional Hardware Requirement:** The Localight platform does not require businesses to purchase additional hardware. Our system is designed to be implemented using existing mobile devices and point-of-sale systems, and even helps cash-preferred businesses accept digital payments.
6. **Mobile Device Accessibility:** Both patrons and businesses will find the Localight service easily accessible on personal mobile devices, ensuring a user-friendly experience for all participants.
7. **Monthly Reporting System:** Localight will provide a comprehensive monthly reporting system. This will allow the City of Jackson to monitor the program's progress and understand which types of businesses are benefiting most.
8. **Program Flexibility:** Our service offers the flexibility to adjust reward points based on the type of business, location, or other important characteristics such as being female-owned, minority-owned, or located within an opportunity zone.

multiple that is tracked through a Civic Dashboard. Here's how it works for consumers: They scan receipts with the app to get hundreds of points, and each time they get to 5000 points they unlock \$20 LocalCash back which they can at participating 'Spotlight' businesses. Each business can then transfer their balance to their bank at any time via Standard ACH without a fee.

Campaign, Customization, and Conditions

Localight's Experience Design team will lead the branding and campaign creation efforts, ensuring the development of a memorable identity that resonates with both residents and visitors. Where possible, local artists will be included, such as marketing graphics. The campaign will feature a distinctive name and the 'points' system will be custom-branded for Jackson, complemented by a dedicated campaign website specifically designed for this initiative.

For the Jackson shop local program, Localight offers a unique approach that leverages the existing Localight app, avoiding the need to develop and maintain a separate, city-branded application. This strategy keeps city costs and staff requirements reasonable, and ensures a streamlined, privacy centric consumer experience without the complexities, legal encumbrances, and regulatory requirements that accompany the creation of a bespoke payment and rewards app. Jackson's campaign and program will be prominently featured based on geolocation, where local visitors and residents will be able to opt in to Jackson-specific incentives.

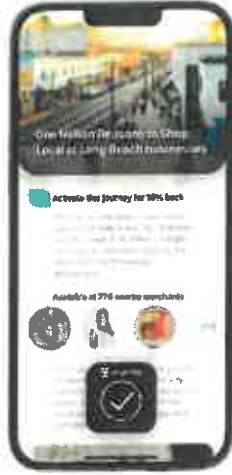
This approach has won the partnerships of Visa, Mastercard and American Express, allowing Localight to offer digital payments without merchant processing fees. Localight Inc. not only meets rigorous standards from FinCEN and other regulatory bodies, but also champions privacy best practices and the secure connection of financial accounts for both consumers and merchants. This ensures the Jackson shop local program will be both compliant and simple, fostering an environment where local commerce can flourish without compromising on security or user experience.

Role of City Staff

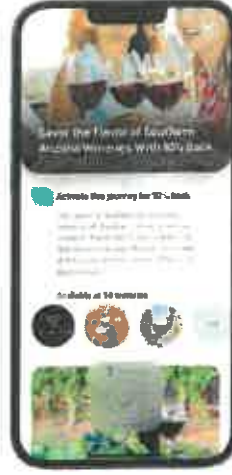
The activities below already align with existing city services, so the impact to staff should be marginal, or already accounted for within existing programming. We anticipate that Jackson city staff will assist with convening small business leaders and outreach to special districts in alignment with economic development goals. We expect the existing Customer Relationship Management (CRM) system will be used to help inform business owners of the program's benefit and steps to participation. The city is expected to use visual and marketing assets developed for the program for citywide events, festivals, and



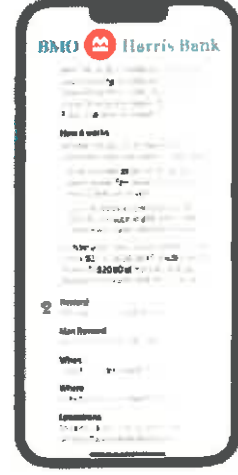
AI Automated Marketing



Sponsor: The City of Long Beach



Sponsor: BMO Harris Bank via Greater Green Valley Community Foundation



Automatic Tracking*

Performance Metrics

- Participating small businesses
- Participating customers by zip-code
- Demographics
- 60%+ BIPOC owned
- 50%+ benefits to LMI areas
- Revenue increase
- Customer increase

*Low to zero city administrative work



Economic Development Dashboard



Revenue Gain: \$139,392

Overview

Spending

1,641

+\$72,876

Economic Geography



Consumer Experience



Customer invited to link their card to Localight app



Use linked debit or credit card at participating merchants



Earn and spend LocalCash™ at independent merchants

Merchant Experience



Localight creates a Highlight listing from publicly available information



The merchant claims their profile and agrees to accept LocalCash as a Spotlight Merchant



Merchant becomes a cash magnet for consumers and sees increased revenue

37

OFFICE OF THE CITY ATTORNEY
3/26/24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH BLUDOT TO IMPLEMENT AN ONLINE BUSINESS DIRECTORY FOR A PERIOD OF ONE YEAR AND AUTHORIZING PAYMENT IN THE AMOUNT OF TWO THOUSAND NINE HUNDRED AND FORTY DOLLARS ZERO CENTS (\$2,940.00) TO BLUEDOT

WHEREAS, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

WHEREAS, in an effort to create an easy-to-use online business directory for all Jackson businesses that will increase visibility, market product offerings, and drive consumer traffic to stimulate and circulate dollars in Jackson's economy; and

WHEREAS, an online business directory will be migrated from existing records, allows businesses to update their information directly on the site, and can act as a landing page for businesses new to online marketing or as a catalyst for businesses to expand into eCommerce; and

WHEREAS, the Office of Economic Development received one (1) quote for professional services for an online business directory; and

WHEREAS, it is the City of Jackson's intention to award a professional services purchase order to BluDot to implement an online business directory for one year; and

WHEREAS, the total amount of the purchase order is two thousand nine hundred and forty (\$2,940) dollars and will be covered by a general fund budgeted line item; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a professional services purchase order with BluDot to implement an online business directory for one year; and

IT IS FURTHER ORDERED that the total amount expended to BluDot during the term of this professional services purchase order shall not exceed two thousand nine hundred and forty (\$2,940) dollars.

Agenda Item # 37
May 7, 2024
(Keeton, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET, 3/12/2024

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH BLUDOT FOR USE OF THEIR ONLINE BUSINESS DIRECTORY FOR A PERIOD OF ONE YEAR, AND AUTHORIZING PAYMENT IN THE AMOUNT OF TWO THOUSAND NINE HUNDRED AND FORTY DOLLARS ZERO CENTS (\$2,940.00) TO BLUEDOT
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Economic Development
3.	Who will be affected	Business community in the City
4.	Benefits	To improve the relationship between the City and business community by providing an opportunity to network and build relationships through our online business directory
5.	Schedule (beginning date)	Upon approval
6.	Location:	Citywide
7.	Action implemented by: City Department	Department of Planning & Development Office of Economic Development
8.	COST	Not to exceed \$2,940
9.	Source of Funding General Fund <input checked="" type="checkbox"/> X Grant Bond Other	001.404.10.6419
10.	EBO participation	ABE % WAIVER yes no N/A <input checked="" type="checkbox"/> X AABE % WAIVER yes no N/A <input checked="" type="checkbox"/> X WBE % WAIVER yes no N/A <input checked="" type="checkbox"/> X HBE % WAIVER yes no N/A <input checked="" type="checkbox"/> X NABE % WAIVER yes no N/A <input checked="" type="checkbox"/> X

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

FROM: Chloe Dotson, Director
Department of Planning & Development

DATE: February 14, 2024

RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH BLUDOT FOR USE OF THEIR ONLINE BUSINESS DIRECTORY FOR A PERIOD OF ONE YEAR, AND AUTHORIZING PAYMENT IN THE AMOUNT OF TWO THOUSAND NINE HUNDRED AND FORTY DOLLARS ZERO CENTS (\$2,940.00) TO BLUEDOT

The City of Jackson's Office of Economic Development would like to execute a professional service purchase order to BluDot for use of their online business directory for one year

Cc: Yika Hoover, Deputy Director, Office of Economic Development

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
KLM 3/26/24

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH BLUDOT TO IMPLEMENT AN ONLINE BUSINESS DIRECTORY FOR A PERIOD OF ONE YEAR ANSD AUTHORIZING PAYMENT IN THE AMOUNT OF TWO THOUSAND NINE HUNDRED AND FORTY DOLLARS ZERO CENT (\$2,940.00) is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney 

4/29/24

Date



QUOTE

Bludot Technologies Inc.
650 Castro St Ste 120 #96003, Mountain View, CA 94041
Email: sophia@bludot.io
Phone: 215-828-7281

DATE 1/31/24

CUSTOMER

City of Jackson, MS
219 S. President St., Jackson, MS 39201
Email: thoover@jacksonms.gov

DESCRIPTION	PRICE
Bludot Open - Business Directory (\$/Month)	\$ 245.00

Subscription Duration (Months): 12
Annual Total: \$ 2,940.00

This SaaS Services Agreement ("Agreement") is entered into between Bludot Technologies Inc. ("Company") and the Customer listed above ("Customer"). This Agreement applies to and incorporates the above Order Form as well as Bludot Terms and Conditions. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Bludot Technologies Inc:

Customer:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

38

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR UNITED STATES POSTAL SERVICES FOR A PRIVILEGE LICENSE P. O. BOX

WHEREAS, the Office of Economic Development ensures that business enterprises obtain or renew the annual privilege license requirement; and

WHEREAS, the Office of Economic Development utilizes the United States Postal Service (USPS) to receive mailings for business enterprise privilege license requirements; and

WHEREAS, the Office of Economic Development received one (1) quote for professional services; and

WHEREAS, the City of Jackson intends to award a professional services purchase order to the United States Postal Service (USPS) for business enterprise mailings; and

WHEREAS, the total amount of the purchase order is three hundred sixty-seven dollars (\$367.00) and will be covered by the Business Development budget; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a professional services purchase order with the United States Postal Service (USPS) for business enterprise mailings to adhere to privilege license requirements; and

IT IS FURTHER ORDERED that the total amount expended to the United States Postal Service (USPS) during the term of this professional services purchase order shall not exceed three hundred sixty-seven dollars (\$367.00).

Agenda Item # **38**
May 7, 2024
(Keeton, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET_ 02/29/2024

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR UNITED STATES POSTAL SERVICES FOR BUSINESS LICENSE P. O. BOX
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Economic Development
3.	Who will be affected	Current business enterprises in the City of Jackson
4.	Benefits	Remittance of Privilege fees required by State statute
5.	Schedule (beginning date)	Upon execution
6.	Location:	HOOD building
7.	Action implemented by: City Department	Department of Planning & Development Office of Economic Development
8.	COST	Not to exceed \$367
9.	Source of Funding General Fund <input checked="" type="checkbox"/> Grant Bond Other	Business Development Budget 001.42.610.6421
10.	EBO participation	ABE % WAIVER yes no N/A <input checked="" type="checkbox"/> AABE % WAIVER yes no N/A <input checked="" type="checkbox"/> WBE % WAIVER yes no N/A <input checked="" type="checkbox"/> HBE % WAIVER yes no N/A <input checked="" type="checkbox"/> NABE % WAIVER yes no N/A <input checked="" type="checkbox"/>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

FROM: Chloe Dotson, Director
Department of Planning & Development

DATE: February 29, 2024

RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR UNITED STATES POSTAL SERVICES FOR BUSINESS LICENSE P. O. BOX

The City of Jackson's Office of Economic Development would like to execute a professional service purchase order to receive mailings for business enterprises' licensing.

Cc: Yika Hoover, Deputy Director, Office of Economic Development

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR UNITED STATES POSTAL SERVICES FOR BUSINESS LICENSE P.O. BOX is legally sufficient for placement in NOVUS Agenda.

Drew Martin

Drew Martin, *City Attorney*

Kristie Metcalfe, Senior Deputy City Attorney

[Signature]

4/29/24

Date



Post Office Box -- Mail Pickup Notice
Notificación para reclamar correspondencia

Please give this notice to a clerk during regular business hours. We are holding some of your mail for the reason(s) indicated below.
 Por favor entregue esta notificación al empleado de la ventanilla durante las horas laborables. Tenemos correspondencia para reclamar en la ventanilla de servicio debido a que:

- The article is too large for your box
El artículo es demasiado grande para su apartado
- There is too much mail to fit into your box
Hay demasiada correspondencia para acomodar en su apartado
- Postage due
Se debe franqueo
- The mail requires a signature
La correspondencia requiere una firma

22708 - Please see clerk
 box sent past due
 2-22

* 1 year \$ 342.00
 6 mo \$ 171.00
 + 225.00 late fee

was due end of Jan after 10th of Feb
 2500 late fee was added. Will delete out of system on 3-1-24.



PO Box Customer Letter No. #1 – Price Change January 2024
January 2024

Dear Valued PO Box Customer:

Your PO Box fee is due by January 31, 2024.

Payments postmarked before January 21, 2024, will be renewed at the existing PO Box rate (see Renewal Notice included with this letter). We encourage you to renew prior to January 21, 2024—for continuous PO Box service.

PO Box fees will change on January 21, 2024. Payments postmarked on or after January 21, 2024, will be charged at the new price which is not reflected in your January payment notice.

Payments not received within 10 calendar days after January 31, 2024, will include a handling fee for late payment in addition to the PO Box fee.

Did you know that some locations offer additional PO Box services free of charge?

For existing and new customers

- Street Addressing for your PO Box that allows online ordering and delivery from any shipper.
- Easy pickup for items that require a signature, through Signature on File service for receipt of Priority Mail Express®, mail insured for over \$500, and Signature Confirmation™ items.
- Expanded PO Box lobby access hours.

For new customers

- Baker's Dozen (13 months of service for a 12-month payment.)
- No key deposit for the first two keys.

Please ask your Sales Associate if your office now offers one of these additional services and how you can benefit from them and sign up.

Note: These special services do not apply to Caller Service and Group E Box customers.

For your convenience, you can manage your PO Box online at <https://www.usps.com/manage/po-boxes.htm>. Here you can find, apply, and pay for a PO Box, and manage an existing PO Box. You can use your credit card to make a one-time payment or sign up for automatic renewal payments, so you never miss a due date. You can also renew your PO Box at any one of our 2,400 Self-Service Kiosks located at selected Post Office locations nationwide. See <http://www.usps.com/locator/welcome.htm> for a location near you.

Note: USPS transitioned to the Enterprise Payment System (EPS) for caller/reserve services. Customers without an (EPS) account will no longer be able to apply for or renew caller and reserve services at the retail counter.

Thank you for your continued business.

POSTMASTE

Technical department

1-800-378-7779

8-8130 pm EST M-F

39

ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO JEFCOAT FENCE COMPANY, INC

WHEREAS, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City's transit system; and

WHEREAS, the Transit Services Division had to repair the electronic gate that presented a safety issue at the JTRAN Administrative and Maintenance Facility (JAMF); and

WHEREAS, due to emergency circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval of the City Purchasing Manager; and

WHEREAS, the parts and equipment set forth in the invoices were delivered and used in the safety, operation, and maintenance of the City's transit system; and

WHEREAS, in order to ensure the continued safety, proper operation, and maintenance of the City's transit system, the Transit Services Division is requesting that the purchases and procurement of services from Jefcoat Fence Company, Inc. for four hundred and ninety-five (\$495.00) be ratified.

IT IS, THEREFORE, ORDERED that the purchases and procurement of services from one (1) vendor be ratified and payment authorized to Jefcoat Fence Company, Inc. for four hundred and ninety-five (\$495.00).

Agenda Item # 39
May 7, 2024
(Keeton, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/12/2024

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR, AUTHORIZING PAYMENT TO JEFCOAT FENCE COMPANY, INC
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Infrastructure & Transportation
3.	Who will be affected	All residents and visitors of the City of Jackson.
4.	Benefits	All residents and visitors of the City of Jackson.
5.	Schedule (beginning date)	
6.	Location:	JAMF
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	Not to exceed \$495.00
9.	Source of Funding General Fund <input checked="" type="checkbox"/> X Grant <input type="checkbox"/> Bond Other	187.565.20.6461: \$495.00 Grant: MS.2020.001.00: \$396.00 General Fund: \$99.00
10.	EBO participation	ABE % WAIVER yes no N/A <input checked="" type="checkbox"/> X AABE % WAIVER yes no N/A <input checked="" type="checkbox"/> X WBE % WAIVER yes no N/A <input checked="" type="checkbox"/> X HBE % WAIVER yes no N/A <input checked="" type="checkbox"/> X NADE % WAIVER yes no N/A <input checked="" type="checkbox"/> X

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Chloe Dotson, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director *CW*
Office of Transportation

DATE: February 23, 2024

RE: Agenda Item for March 12, 2024 City Council Meeting

The attached agenda item is an order ratifying purchases and procurement of services from certain vendors and authorizing payments to said vendors. Due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson.

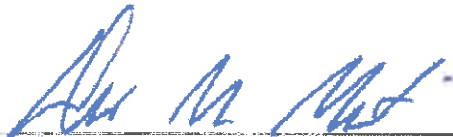
If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO JEFCOAT FENCE COMPANY, INC** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



4/29/24

Date

REC. CITY ATTORNEY
4/29/24

40

PL 4/29/24

ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO GEORGE'S DOOR SERVICE, INC

WHEREAS, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City's transit system; and

WHEREAS, the Transit Services Division had to repair and service the overhead doors that presented a safety issue at the JTRAN Administrative and Maintenance Facility (JAMF); and

WHEREAS, due to emergency circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval of the City Purchasing Manager; and

WHEREAS, the parts and equipment set forth in the invoices were delivered and used in the safety, operation, and maintenance of the City's transit system; and

WHEREAS, in order to ensure the continued safety, proper operation, and maintenance of the City's transit system, the Transit Services Division is requesting that the purchases and procurement of services from Jefcoat Fence Company, Inc. for eight hundred and twenty-one dollars (\$821.00) be ratified.

IT IS, THEREFORE, ORDERED that the purchases and procurement of services from one (1) vendor be ratified and payment authorized to George's Door for eight hundred and twenty-one dollars (\$821.00).

ITEM # 40
AGENDA DATE: May 7, 2024
KEETON, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 5/7/2024

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AUTHORIZING PAYMENT TO GEORGE'S DOOR SERVICE, INC.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Infrastructure & Transportation
3.	Who will be affected	All residents and visitors of the City of Jackson.
4.	Benefits	All residents and visitors of the City of Jackson.
5.	Schedule (beginning date)	
6.	Location:	JAMF
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	Not to exceed \$821.00
9.	Source of Funding General Fund X Grant X Bond Other	187.565.20.6461: \$821.00 Grant: MS.2020.001.00: \$656.80 General Fund: \$164.20
10.	EBO participation	ABE % WAIVER yes no N/A <u>X</u> AABE % WAIVER yes no N/A <u>X</u> WBE % WAIVER yes no N/A <u>X</u> HBE % WAIVER yes no N/A <u>X</u> NABE % WAIVER yes no N/A <u>X</u>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jhai Keeton, Interim Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director *CW*
Office of Transportation

DATE: April 24, 2024

RE: Agenda Item for May 7, 2024 City Council Meeting

The attached agenda item is an order ratifying purchases and procurement of services from certain vendors and authorizing payments to said vendors. Due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov

Office of the City Attorney

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

DECLASSIFIED BY: [Signature] 4/20/24

OFFICE OF THE CITY ATTORNEY

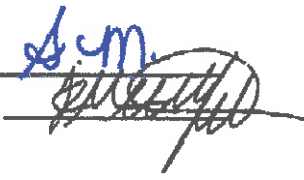
This ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO GEORGE'S DOOR SERVICES., INC is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*

Sondra Moncure, *Special Assistant*

Kristie Metcalfe, *Deputy City Attorney*



4/30/24

Date

41

ORDER RATIFYING PROCUREMENT OF SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS AND AUTHORIZING PAYMENT TO THE MISSISSIPPI STATE DEPARTMENT OF HEALTH, BOILER AND PRESSURE VESSEL SAFETY BRANCH FOR INSPECTION FEES

OFFICE OF THE ATTORNEY GENERAL
5/7/24
Wright

WHEREAS, the Building Maintenance Division of the Department of Public Works had need of certain services necessary to the safety of the City’s buildings; and

WHEREAS, due to exigent circumstances, the procurement of these necessary safety services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

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 and certified a water heater and a cast iron boiler, both located in the City of Jackson Old Central Fire Station and certified the same for 2024, in a total amount of \$142.00; and

WHEREAS, Fisher Fire Extinguisher Service, Inc. inspected and charged fire extinguishers at Union Station and at the Arts Center of Mississippi for a total cost of \$592.00; and

WHEREAS, Bureau Veritas National Elevator Inspection Services, Inc. provided required elevator inspection services at ten (10) City buildings for a total cost of \$3,085.01; and

WHEREAS, the services set forth in certain invoices attached hereto have been provided.

IT IS, THEREFORE, ORDERED that the procurement of services from Fisher Fire Extinguisher Service, Inc. and Bureau Veritas National Elevator Inspection Services, Inc. are hereby ratified.

IT IS FURTHER ORDERED that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices:

Fisher Fire Extinguisher Service	\$592.00
National Elevator Inspection	\$3,085.01
MS State Department of Health	\$142.00
Total	\$3,819.01

Agenda Item # **41**
May 7, 2024
(Wright, Lumumba)

001. 718. 10. 0511

Fisher Fire Extinguisher Service, Inc

INVOICE

P.O. Box 3364
Jackson, MS 39207
PH 601-354-5551/ FX 352-9133

Date	Invoice #	S.O. No.
4/11/2024	86354	32472

Bill To
CITY OF JACKSON FIN. & MGT ACCTOUNTS PAYABLE P.O. BOX 17 JACKSON, MS 39205-0017

Ship To
CITY OF JACKSON ART CENTER 201 E PASCAGOULA ST. JACKSON, MS

P.O. NUMBER	Terms	Rep	Account #	Ship	Via	VENDOR #
77240419	30 DAYS	CW	F098	4/11/2024		
Quantity	Item Code	Description			Price Each	Amount
15	INSP8	INSPECTION, HAND PORTABLE FIRE EXTINGUISHER PER NFPA 10			8.00	120.00T
1	RECHARGE	RECHARGE 5 LB ABC			33.50	33.50T
					0.00%	0.00
Total						\$153.50

001,45 - 1010101

Fisher Fire Extinguisher Service, Inc

INVOICE

P.O. Box 3364
 Jackson, MS 39207
 PH 601-354-5551/ FX 352-9133

Date	Invoice #	S.O. No.
3/26/2024	86277	32438

Bill To
CITY OF JACKSON FIN. & MGT ACCTOUNTS PAYABLE P.O. BOX 17 JACKSON, MS 39205-0017

Ship To
UNION STATION Jackson, MS

P.O. NUMBER	Terms	Rep	Account #	Ship	Via	VENDOR #
77240375	30 DAYS	CW	F098	3/26/2024		
Quantity	Item Code	Description			Price Each	Amount
17	INSP8	INSPECTION, HAND PORTABLE FIRE EXTINGUISHER PER NFPA 10			8.00	136.00T
2	SYSTEM	INSPECTION, KITCHEN RANGE HOOD FIRE SUPPRESSION SYSTEM PER NFPA 17A			95.00	190.00T
5	LINK	FUSIBLE LINK KITCHEN RANGE HOOD SUPPRESSION SYSTEM			22.50	112.50T
					0.00%	0.00
Total						\$438.50

001.441.70.6419



Boiler and Pressure Vessel Safety Branch

570 E Woodrow Wilson, Suite U-106

PO Box 1700

Jackson, MS 39215

Phone: 601-576-7196

Fax: 601-576-7175

City Of Jackson

Shirley Marshall

PO Box 22548

Jackson, MS 39225-2548



FINAL NOTICE

Invoice Number: 24-135103

Invoice Date: 03/04/2024

Invoice Total: **\$82.00**

DUE AND PAYABLE UPON RECEIPT

Insp Date	Description	Location	MS Number	Qt	Fees			
					Cert	Insp	Misc	Total
02/29/2024	Electric Stg. Water Heater - Bradford White - 2015	City Of Jackson/Old Central Fire Station - Blrm	MS018081-17H	1	\$30.00	\$10.00	\$0.00	\$40.00
02/29/2024	(H) Cast-Iron Boiler - Weil Mclain - 2001	City Of Jackson/Old Central Fire Station - BLRM	MS037088-10H	1	\$30.00	\$12.00	\$0.00	\$42.00
Subtotal:								\$82
Amount Received:								\$0.00
Balance Due:								\$82.00

REMITTANCE FORM

Invoice Number: 24-135103

Date: 03/04/2024

Total Due: **\$82.00**

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.

001.441.70. 6419



Boiler and Pressure Vessel Safety Branch

570 E Woodrow Wilson, Suite U-106

PO Box 1700

Jackson, MS 39215

Phone: 601-576-7196

Fax: 601-576-7175

RECEIVED

MAR 29 2024

City Of Jackson

Shirley Marshall

PO Box 22548

Jackson, MS 39225-2548



FINAL NOTICE

**CITY OF JACKSON
FINANCE DIVISION**

Invoice Number: 19-122149

Invoice Date: 11/08/2018

Invoice Total: **\$60.00**

DUE AND PAYABLE UPON RECEIPT

Insp Date	Description	Location	MS Number	Qt	Fees			
					Cert	Insp	Misc	Total
11/05/2018	Electric Stg. Water Heater - Bradford White - 2015	City Of Jackson/Old Central Fire Station - Blrm	MS018061-17H	1	\$30.00	\$0.00	\$0.00	\$30.00
11/05/2018	(H) Cast-Iron Boiler - Well McInn - 2001	City Of Jackson/Old Central Fire Station - BLRM	MS037088-10H	1	\$30.00	\$0.00	\$0.00	\$30.00
Subtotal:								\$60.00
Amount Received:								\$0.00
Balance Due:								\$60.00

REMITTANCE FORM

Invoice Number: 19-122149

Date: 11/08/2018

Total Due: **\$60.00**

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.

Invoice RI 24006733

PO# 11240541
 18756510-6461 / JST00040006-6461 Page No: 1/1

<p>Remit Checks to: Bureau Veritas National Elevator Inspection Services Inc PO Box 503067 St. Louis, MO 63150-3067</p> <p>Courier/Overnight Address: Bank of America Lockbox Services Lockbox # 503067 800 Market Street, 4th Floor St. Louis, MO 63101</p> <p>For Inquiries please contact : 1.800.886.6347</p>	 BUREAU VERITAS	<p>Remit ACH Transfers to: ABA Routing Number: 121000358 Account Number: 14597-34718</p> <p>Remit Wire Transfers to: Routing Number: 026009593 Account Number: 14597-34718 SWIFT Code: BOFAUS3N</p> <p>Please Email Remittances to: ARemittance@bureauveritas.com</p> <p>Credit Card Payments: Visa and Mastercard Accepted</p> <p>Federal Tax ID # 76-0831999</p>
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City of Jackson, MS
 Attn: Cheri Bridges - Bldg Maintenance
 658 South Jefferson Street
 Jackson, MS 39205

Customer no: 4146487
 Invoice Date: 03/11/2024
 Net Due Date: 03/21/2024

11348127 Jatran 1785 Highway 80 West
 Jatran - 1785 Highway 80 West Jackson MS 39204
 MS-00083-15,

Description	Quantity	Rate	Net Amount
Annual Inspections 02-08-2024 GERARD ANTHONY GUILLORY Elevator - MS011104	1.00	90.000	90.00
Filing Fee GERARD ANTHONY GUILLORY Elevator - MS011104	1.00	85.000	85.00

Invoice Subtotal			175.00
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Payment Terms: 10 DAYS NET	Total	USD	175.00
Please Reference Our Invoice Number With Your Payment			
	Total at Due Date	USD	175.00
	Total After Due Date	USD	192.50

Notice: The report/inspection(s) have been compiled/performed through the process of observation. They are intended to serve only as a guide to the client. The report(s) reflect only those conditions and practices which could be ascertained through observation at the time of the call by the inspector. The inspection is limited to those items specifically identified in this invoice / work order / receipt. The services do not contemplate any incidental observations and do not represent that hazards and/or exposures not shown herein do not in fact exist. NEIS shall only be responsible for the performance of the services identified above or defined in the scope of services in the applicable contract. NEIS does not assume any responsibility for inaccurate or erroneous information, express or implied, given to the inspector or for any other matters not caused by NEIS or beyond the control of NEIS. NEIS' liability is limited to the cost of the services herein or any re-inspection as applicable.

001.772.55.401

Invoice RI 24010440

Remit Checks to: Bureau Veritas National Elevator Inspection Services Inc PO Box 503067 St. Louis, MO 63150-3067 Courier/Overnight Address: Bank of America Lockbox Services Lockbox # 503067 800 Market Street, 4th Floor St. Louis, MO 63101 For Inquiries please contact : 1.800.886.6347	 	Remit ACH/Wire Transfers to: Account Number: 1459734718 Routing Number ACH/EFT: 122000661 Routing Number Wires: 026009593 SWIFT Code: BOFAUS3N Please Email Remittances to: ARemittance@bureauveritas.com Credit Card Payments: Visa and Mastercard Accepted Federal Tax ID # 76-0831999
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City of Jackson, MS
 Attn: Cheri Bridges - Bldg Maintenance
 658 South Jefferson Street
 Jackson, MS 39205

Customer no: 4146487

 Invoice Date: 04/16/2024
 Net Due Date: 04/26/2024

11348117 Central Communications Center 853 S Congress ST
 Central Communications Center - 853 S Congress ST Jackson MS 39201
 MS-00083-15,
 77220405

Description	Quantity	Rate	Net Amount
Annual Inspections 04-01-2024 GERARD ANTHONY GUILLORY Elevator - MS008130	1.00	90.000	90.00
Filing Fee GERARD ANTHONY GUILLORY Elevator - MS008130	1.00	85.000	85.00

Invoice Subtotal			175.00
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Payment Terms: 10 DAYS NET	Total	USD	175.00
Please Reference Our Invoice Number With Your Payment			
	Total at Due Date	USD	175.00
	Total After Due Date	USD	192.50

Notice: The report/inspection(s) have been compiled/performed through the process of observation. They are intended to serve only as a guide to the client. The report(s) reflect only those conditions and practices which could be ascertained through observation at the time of the call by the inspector. The inspection is limited to those items specifically identified in this invoice / work order / receipt. The services do not contemplate any incidental observations and do not represent that hazards and/or exposures not shown herein do not in fact exist. NEIS shall only be responsible for the performance of the services identified above or defined in the scope of services in the applicable contract. NEIS does not assume any responsibility for inaccurate or erroneous information, express or implied, given to the inspector or for any other matters not caused by NEIS or beyond the control of NEIS. NEIS' liability is limited to the cost of the services herein or any re-inspection as applicable.

Invoice RI 24010441

001.442.20.6464

Remit Checks to: Bureau Veritas National Elevator Inspection Services Inc PO Box 503067 St. Louis, MO 63150-3067 Courier/Overnight Address: Bank of America Lockbox Services Lockbox # 503067 800 Market Street, 4th Floor St. Louis, MO 63101 For Inquiries please contact : 1.800.886.6347		Remit ACH/Wire Transfers to: Account Number: 1459734718 Routing Number ACH/EFT: 122000661 Routing Number Wires: 026009593 SWIFT Code: BOFAUS3N Please Email Remittances to: ARremittance@bureauveritas.com Credit Card Payments: Visa and Mastercard Accepted Federal Tax ID # 76-0831999
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City of Jackson, MS
 Attn: Cheri Bridges - Bldg Maintenance
 658 South Jefferson Street
 Jackson, MS 39205

Customer no: 4146487
 Invoice Date: 04/16/2024
 Net Due Date: 04/26/2024

11348119 Police/Municipal Building 327 E Pascagoula ST
 Police/Municipal Building - 327 E Pascagoula ST Jackson MS 39201
 MS-00083-15,
 77220409

Description	Quantity	Rate	Net Amount
Annual Inspections 04-01-2024 GERARD ANTHONY GUILLORY Elevator - MS008128	1.00	105.000	105.00
Filing Fee GERARD ANTHONY GUILLORY Elevator - MS008128	1.00	85.000	85.00
Annual Inspections 04-01-2024 GERARD ANTHONY GUILLORY Elevator - MS008129	1.00	105.000	105.00
Filing Fee GERARD ANTHONY GUILLORY Elevator - MS008129	1.00	85.000	85.00
Annual Inspections 04-01-2024 GERARD ANTHONY GUILLORY Elevator - MS008126	1.00	110.000	110.00
Filing Fee GERARD ANTHONY GUILLORY Elevator - MS008126	1.00	85.000	85.00
Annual Inspections 04-01-2024 GERARD ANTHONY GUILLORY Elevator - MS008127	1.00	110.000	110.00
Filing Fee GERARD ANTHONY GUILLORY Elevator - MS008127	1.00	85.000	85.00
Invoice Subtotal			770.00

Payment Terms: 10 DAYS NET	Total	USD	770.00
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Invoice RI 24010441

Please Reference Our Invoice Number With Your Payment		
	Total at Due Date	USD 770.00
	Total After Due Date	USD 847.00

Notice: The report/inspection(s) have been compiled/performed through the process of observation. They are intended to serve only as a guide to the client. The report(s) reflect only those conditions and practices which could be ascertained through observation at the time of the call by the inspector. The inspection is limited to those items specifically identified in this invoice / work order / receipt. The services do not contemplate any incidental observations and do not represent that hazards and/or exposures not shown herein do not in fact exist. NEIS shall only be responsible for the performance of the services identified above or defined in the scope of services in the applicable contract. NEIS does not assume any responsibility for inaccurate or erroneous information, express or implied, given to the inspector or for any other matters not caused by NEIS or beyond the control of NEIS. NEIS' liability is limited to the cost of the services herein or any re-inspection as applicable.

004 453 00. 4184

Invoice RI 24010442

<p>Remit Checks to: Bureau Veritas National Elevator Inspection Services Inc PO Box 503067 St. Louis, MO 63150-3067</p> <p>Courier/Overnight Address: Bank of America Lockbox Services Lockbox # 503067 800 Market Street, 4th Floor St. Louis, MO 63101</p> <p>For Inquiries please contact : 1.800.886.6347</p>		<p>Remit ACH/Wire Transfers to: Account Number: 1459734718 Routing Number ACH/EFT: 122000661 Routing Number Wires: 026009593 SWIFT Code: BOFAUS3N</p> <p>Please Email Remittances to: ARemittance@bureauveritas.com</p> <p>Credit Card Payments: Visa and Mastercard Accepted</p> <p>Federal Tax ID # 76-0831999</p>
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City of Jackson, MS
Attn: Cheri Bridges - Bldg Maintenance
658 South Jefferson Street
Jackson, MS 39205

Customer no: 4146487
Invoice Date: 04/16/2024
Net Due Date: 04/26/2024

11348121 Warren Hood Building 200 S President ST
Warren Hood Building - 200 S President ST Jackson MS 39201
MS-00083-15,
77220403

Description	Quantity	Rate	Net Amount
Annual Inspections 04-01-2024 GERARD ANTHONY GUILLORY Elevator - MS008132	1.00	110.000	110.00
Filing Fee GERARD ANTHONY GUILLORY Elevator - MS008132	1.00	85.000	85.00
Annual Inspections 04-01-2024 GERARD ANTHONY GUILLORY Elevator - MS008133	1.00	110.000	110.00
Filing Fee GERARD ANTHONY GUILLORY Elevator - MS008133	1.00	85.000	85.00

Invoice Subtotal			390.00
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Payment Terms: 10 DAYS NET	Total	USD	390.00
Please Reference Our Invoice Number With Your Payment			
	Total at Due Date	USD	390.00
	Total After Due Date	USD	429.00

Notice: The report/inspection(s) have been compiled/performed through the process of observation. They are intended to serve only as a guide to the client. The report(s) reflect only those conditions and practices which could be ascertained through observation at the time of the call by the inspector. The inspection is limited to those items specifically identified in this invoice / work order / receipt. The services do not contemplate any incidental observations and do not represent that hazards and/or exposures not shown herein do not in fact exist. NEIS shall only be responsible for the performance of the services identified above or defined in the scope of services in the applicable contract. NEIS does not assume any responsibility for inaccurate or erroneous information, express or

Invoice RI 24010442

implied, given to the inspector or for any other matters not caused by NEIS or beyond the control of NEIS. NEIS' liability is limited to the cost of the services herein or any re-inspection as applicable.

001. 418.10. 6464

Invoice RI 24010444

Remit Checks to: Bureau Veritas National Elevator Inspection Services Inc PO Box 503067 St. Louis, MO 63150-3067 Courier/Overnight Address: Bank of America Lockbox Services Lockbox # 503067 800 Market Street, 4th Floor St. Louis, MO 63101 For Inquiries please contact : 1.800.886.6347		Remit ACH/Wire Transfers to: Account Number: 1459734718 Routing Number ACH/EFT: 122000661 Routing Number Wires: 026009593 SWIFT Code: BOFAUS3N Please Email Remittances to: APremittance@bureauveritas.com Credit Card Payments: Visa and Mastercard Accepted Federal Tax ID # 76-0831999
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City of Jackson, MS
 Attn: Cheri Bridges - Bldg Maintenance
 658 South Jefferson Street
 Jackson, MS 39205

Customer no: 4146487
 Invoice Date: 04/16/2024
 Net Due Date: 04/26/2024

11348128 Art Museum 201 E Pascagoula ST
 Art Museum - 201 E Pascagoula ST Jackson MS 39201
 MS-00083-15,
 77240386

Description	Quantity	Rate	Net Amount
Annual Inspections 04-03-2024 GERARD ANTHONY GUILLORY Elevator - MS008124	1.00	97.850	97.85
Filing Fee GERARD ANTHONY GUILLORY Elevator - MS008124	1.00	85.000	85.00

Invoice Subtotal			182.85
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Payment Terms: 10 DAYS NET	Total	USD	182.85
Please Reference Our Invoice Number With Your Payment			
	Total at Due Date	USD	182.85
	Total After Due Date	USD	201.14

Notice: The report/inspection(s) have been compiled/performed through the process of observation. They are intended to serve only as a guide to the client. The report(s) reflect only those conditions and practices which could be ascertained through observation at the time of the call by the inspector. The inspection is limited to those items specifically identified in this invoice / work order / receipt. The services do not contemplate any incidental observations and do not represent that hazards and/or exposures not shown herein do not in fact exist. NEIS shall only be responsible for the performance of the services identified above or defined in the scope of services in the applicable contract. NEIS does not assume any responsibility for inaccurate or erroneous information, express or implied, given to the inspector or for any other matters not caused by NEIS or beyond the control of NEIS. NEIS' liability is limited to the cost of the services herein or any re-inspection as applicable.

006 453.00 6764

Invoice RI 24010443

Remit Checks to: Bureau Veritas National Elevator Inspection Services Inc PO Box 503067 St. Louis, MO 63150-3067 Courier/Overnight Address: Bank of America Lockbox Services Lockbox # 503067 800 Market Street, 4th Floor St. Louis, MO 63101 For inquiries please contact : 1.800.886.6347		Remit ACH/Wire Transfers to: Account Number: 1459734718 Routing Number ACH/EFT: 122000661 Routing Number Wires: 026009593 SWIFT Code: BOFAUS3N Please Email Remittances to: ARremittance@bureauveritas.com Credit Card Payments: Visa and Mastercard Accepted Federal Tax ID # 76-0831999
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City of Jackson, MS
 Attn: Cheri Bridges - Bldg Maintenance
 658 South Jefferson Street
 Jackson, MS 39205

Customer no: 4146487

 Invoice Date: 04/16/2024
 Net Due Date: 04/26/2024

11348125 City Hall 219 S President ST
 City Hall - 219 S President ST Jackson MS 39201
 MS-00083-15,
 77220403

Description	Quantity	Rate	Net Amount
Annual Inspections 04-01-2024 GERARD ANTHONY GUILLORY Elevator - MS008131	1.00	105.000	105.00
Filing Fee GERARD ANTHONY GUILLORY Elevator - MS008131	1.00	85.000	85.00
Invoice Subtotal			190.00

Payment Terms: 10 DAYS NET	Total	USD	190.00
Please Reference Our Invoice Number With Your Payment			
	Total at Due Date	USD	190.00
	Total After Due Date	USD	209.00

Notice: The report/inspection(s) have been compiled/performed through the process of observation. They are intended to serve only as a guide to the client. The report(s) reflect only those conditions and practices which could be ascertained through observation at the time of the call by the inspector. The inspection is limited to those items specifically identified in this invoice / work order / receipt. The services do not contemplate any incidental observations and do not represent that hazards and/or exposures not shown herein do not in fact exist. NEIS shall only be responsible for the performance of the services identified above or defined in the scope of services in the applicable contract. NEIS does not assume any responsibility for inaccurate or erroneous information, express or implied, given to the inspector or for any other matters not caused by NEIS or beyond the control of NEIS. NEIS' liability is limited to the cost of the services herein or any re-inspection as applicable.

001.423.00.6464

Invoice RI 24010445

Remit Checks to: Bureau Veritas National Elevator Inspection Services Inc PO Box 503067 St. Louis, MO 63150-3067 Courier/Overnight Address: Bank of America Lockbox Services Lockbox # 503067 800 Market Street, 4th Floor St. Louis, MO 63101 For Inquiries please contact : 1.800.886.6347		Remit ACH/Wire Transfers to: Account Number: 1459734718 Routing Number ACH/EFT: 122000661 Routing Number Wires: 026009593 SWIFT Code: BOFAUS3N Please Email Remittances to: ARremittance@bureauveritas.com Credit Card Payments: Visa and Mastercard Accepted Federal Tax ID # 76-0831999
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City of Jackson, MS
 Attn: Cheri Bridges - Bldg Maintenance
 658 South Jefferson Street
 Jackson, MS 39205

Customer no: 4146487
 Invoice Date: 04/16/2024
 Net Due Date: 04/26/2024

11348130 JRA Building 218 S President ST
 JRA Building - 218 S President ST Jackson.MS 39201
 MS-00083-15,
 77220407

Description	Quantity	Rate	Net Amount
Annual Inspections 04-01-2024 GERARD ANTHONY GUILLORY Elevator - MS008134	1.00	95.000	95.00
Filing Fee GERARD ANTHONY GUILLORY Elevator - MS008134	1.00	85.000	85.00

Invoice Subtotal			180.00
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Payment Terms: 10 DAYS NET	Total	USD	180.00
Please Reference Our Invoice Number With Your Payment			
	Total at Due Date	USD	180.00
	Total After Due Date	USD	198.00

Notice: The report/inspection(s) have been compiled/performed through the process of observation. They are intended to serve only as a guide to the client. The report(s) reflect only those conditions and practices which could be ascertained through observation at the time of the call by the inspector. The inspection is limited to those items specifically identified in this invoice / work order / receipt. The services do not contemplate any incidental observations and do not represent that hazards and/or exposures not shown herein do not in fact exist. NEIS shall only be responsible for the performance of the services identified above or defined in the scope of services in the applicable contract. NEIS does not assume any responsibility for inaccurate or erroneous information, express or implied, given to the inspector or for any other matters not caused by NEIS or beyond the control of NEIS. NEIS' liability is limited to the cost of the services herein or any re-inspection as applicable.

001.453.00.6464

Invoice RI 24010446

Remit Checks to:
Bureau Veritas National Elevator Inspection Services Inc
PO Box 503067
St. Louis, MO 63150-3067



Remit ACH/Wire Transfers to:
Account Number: 1459734718
Routing Number ACH/EFT: 12200661
Routing Number Wires: 026009593
SWIFT Code: BOFAUS3N

Courier/Overnight Address:
Bank of America Lockbox Services
Lockbox # 503067
800 Market Street, 4th Floor
St. Louis, MO 63101

Please Email Remittances to:
ARremittance@bureauveritas.com

For Inquiries please contact : 1.800.886.6347

Credit Card Payments:
Visa and Mastercard Accepted

Federal Tax ID # 76-0831999

City of Jackson, MS
Attn: Cheri Bridges - Bldg Maintenance
658 South Jefferson Street
Jackson, MS 39205

Customer no: 4146487

Invoice Date: 04/16/2024
Net Due Date: 04/26/2024

11348131 Greater Jackson Chamber of Com 201 S President ST
Greater Jackson Chamber of Commerce - 201 S President ST Jackson MS 39225
MS-00083-15,
77240387

Description	Quantity	Rate	Net Amount
Annual Inspections 04-03-2024 GERARD ANTHONY GUILLORY Elevator - MS004545	1.00	103.000	103.00
Filing Fee GERARD ANTHONY GUILLORY Elevator - MS004545	1.00	85.000	85.00

Invoice Subtotal			188.00
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Payment Terms: 10 DAYS NET	Total	USD	188.00
Please Reference Our Invoice Number With Your Payment			
	Total at Due Date	USD	188.00
	Total After Due Date	USD	206.80

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Remit Checks to: Bureau Veritas National Elevator Inspection Services Inc PO Box 503067 St. Louis, MO 63150-3067 Courier/Overnight Address: Bank of America Lockbox Services Lockbox # 503067 800 Market Street, 4th Floor St. Louis, MO 63101 For inquiries please contact : 1.800.886.6347		Remit ACH Transfers to: ABA Routing Number: 121000358 Account Number: 14597-34718 Remit Wire Transfers to: Routing Number: 026009593 Account Number: 14597-34718 SWIFT Code: BOFAUS3N Please Email Remittances to: APremittance@bureauveritas.com Credit Card Payments: Visa and Mastercard Accepted Federal Tax ID # 76-0831999
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City of Jackson, MS
 Attn: Cheri Bridges - Bldg Maintenance
 658 South Jefferson Street
 Jackson, MS 39205

Customer no: 4146487
 Invoice Date: 03/27/2024
 Net Due Date: 04/06/2024

11348126 Central Fire Station 555 South ST
 Central Fire Station - 555 South ST Jackson MS 39201
 MS-00083-15,
 77220406


Description	Quantity	Rate	Net Amount
Annual Inspections 03-18-2024 GERARD ANTHONY GUILLORY Elevator - MS008135	1.00	103.000	103.00
Filing Fee GERARD ANTHONY GUILLORY Elevator - MS008135	1.00	85.000	85.00

Invoice Subtotal			188.00
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Payment Terms: 10 DAYS NET	Total	USD	188.00
Please Reference Our Invoice Number With Your Payment			
	Total at Due Date	USD	188.00
	Total After Due Date	USD	206.80

Notice: The report/inspection(s) have been compiled/performed through the process of observation. They are intended to serve only as a guide to the client. The report(s) reflect only those conditions and practices which could be ascertained through observation at the time of the call by the inspector. The inspection is limited to those items specifically identified in this invoice / work order / receipt. The services do not contemplate any incidental observations and do not represent that hazards and/or exposures not shown herein do not in fact exist. NEIS shall only be responsible for the performance of the services identified above or defined in the scope of services in the applicable contract. NEIS does not assume any responsibility for inaccurate or erroneous information, express or implied, given to the inspector or for any other matters not caused by NEIS or beyond the control of NEIS. NEIS' liability is limited to the cost of the services herein or any re-inspection as applicable.

Invoice RI 24008690

<p>Remit Checks to: Bureau Veritas National Elevator Inspection Services Inc PO Box 503067 St. Louis, MO 63150-3067</p> <p>Courier/Overnight Address: Bank of America Lockbox Services Lockbox # 503067 800 Market Street, 4th Floor St. Louis, MO 63101</p> <p>For inquiries please contact : 1.800.896.6347</p>		<p>Remit ACH Transfers to: ABA Routing Number: 121000358 Account Number: 14597-34718</p> <p>Remit Wire Transfers to: Routing Number: 026009593 Account Number: 14597-34718 SWIFT Code: BOFAUS3N</p> <p>Please Email Remittances to: ARemittance@bureauveritas.com</p> <p>Credit Card Payments: Visa and Mastercard Accepted</p> <p>Federal Tax ID # 76-0831999</p>
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City of Jackson, MS
Attn: Cheri Bridges - Bldg Maintenance
658 South Jefferson Street
Jackson, MS 39205

Customer no: 4146487
Invoice Date: 03/28/2024
Net Due Date: 04/07/2024

11348129 Union Station 300 W Capitol ST Union Station - 300 W Capitol ST Jackson MS 39201 MS-00083-15, 77220403
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Description	Quantity	Rate	Net Amount
Annual Inspections 03-18-2024 GERARD ANTHONY GUILLORY Elevator - MS005993	1.00	97.850	97.85
Filing Fee GERARD ANTHONY GUILLORY Elevator - MS005993	1.00	85.000	85.00
Annual Inspections 03-18-2024 GERARD ANTHONY GUILLORY Elevator - MS011020	1.00	97.850	97.85
Filing Fee GERARD ANTHONY GUILLORY Elevator - MS011020	1.00	85.000	85.00
Invoice Subtotal			365.70

Payment Terms: 10 DAYS NET	Total	USD 365.70
Please Reference Our Invoice Number With Your Payment		
	Total at Due Date	USD 365.70
	Total After Due Date	USD 402.27

Notice: The report/inspection(s) have been compiled/performed through the process of observation. They are intended to serve only as a guide to the client. The report(s) reflect only those conditions and practices which could be ascertained through observation at the time of the call by the inspector. The inspection is limited to those items specifically identified in this invoice / work order / receipt. The services do not contemplate any incidental observations and do not represent that hazards and/or exposures not shown herein do not in fact exist. NEIS shall only be responsible for the performance of the services identified above or defined in the scope of services in the applicable contract. NEIS does not assume any responsibility for inaccurate or erroneous information, express or implied, given to the inspector or for any other matters not caused by NEIS or beyond the control of NEIS. NEIS' liability is limited to

the cost of the services herein or any re-inspection as applicable.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 30, 2024

DATE

(as revised 3/6/01)

POINTS		COMMENTS																																													
1.	Brief Description / Purpose	ORDER RATIFYING PROCUREMENT OF SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS AND AUTHORIZING PAYMENT TO THE MISSISSIPPI STATE DEPARTMENT OF HEALTH, BOILER AND PRESSURE VESSEL SAFETY BRANCH FOR INSPECTION FEES																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life																																													
3.	Who will be affected	Citizens of Jackson																																													
4.	Benefits	These services help ensure the safety of City buildings.																																													
5.	Schedule (beginning date)	Scheduled date following City Council Approval																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City Wide																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Public Works																																													
8.	COST	\$3,819.01																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.418.10.6317, 001.453.00.6461, 001.441.70.6419, JT00040001-6461 (187.565.10.6461), 001.442.35.6317, 001.442.20.6464, 001.453.00.6464, 001.418.10.6464, 001.423.00.6464																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							



**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Honorable Chokwe A. Lumumba, Mayor

From: Louis Wright, CAO *LW*
Department of Public Works

Date: April 22, 2024

Agenda Item: **ORDER RATIFYING PURCHASES AND
PROCUREMENT OF SERVICES FROM CERTAIN
VENDORS AND AUTHORIZING PAYMENTS TO
SAID VENDORS**

Council Meeting: Regular Council Meeting, May 07, 2024

Purpose: The Building Maintenance Division will use these funds to pay overdue payments for maintenances provide by Fisher Fire Extinguisher Service, Inc., MS State Department of Health Boiler and Pressure Vessel Safety Branch, and Bureau Veritas National Elevator Inspection Services, Inc. throughout the City of Jackson.

Cost: \$3,819.01

Project/Contract Type: N/A

Funding Source: Several accounts

Schedule/Time: May 07, 2024

DPW Manager: Stanley Arnold

Background: The Building Maintenance Division will use these funds to pay overdue payments for maintenances provide by certain vendors throughout the City of Jackson.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
4/30/24

OFFICE OF THE CITY ATTORNEY

DM
This ORDER RATIFYING PROCUREMENT OF SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS AND AUTHORIZING PAYMENT TO THE MISSISSIPPI STATE DEPARTMENT OF HEALTH, BOILER AND PRESSURE VESSEL SAFETY BRANCH FOR INSPECTION FEES is legally sufficient for placement in NOVUS Agenda.

Drew Martin

DREW MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel *TW*

4/30/24

DATE

42

OFFICE OF THE CITY ATTORNEY
4/23/24
2024

ORDER RATIFYING PROCUREMENT OF RENTAL EQUIPMENT FROM H & E EQUIPMENT SERVICES AND AUTHORIZING PAYMENTS TO H & E EQUIPMENT SERVICES, INC. FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Solid Waste Division of the Department of Public Works needed an articulated dump truck for the work being performed at the City Rubbish Facility to develop a new disposal cell; and

WHEREAS, the Solid Waste Division obtained two competitive bids for the cost of a one-month rental; and

WHEREAS, H & E Equipment Services, Inc. provided the lowest quote for a one-month rental in the amount of \$12,238.80; and

WHEREAS, the Solid Waste Division determined that it needed to use of the articulated dump truck for an additional month; and

WHEREAS, H & E Equipment Services, Inc. agreed to honor the same rental price, \$12,238.80, for the additional month as was charged for the first month's rental; and

WHEREAS, the first invoice was paid by the City, but the Department of Administration & Finance declined to pay the invoice for the second month; and

WHEREAS, the Solid Waste Division retained the equipment for the second month under the good faith belief that the rental was proper under state purchasing law because the vendor agreed to honor the price for the second month and the total amount owed under the rental did not exceed the \$75,000.00 threshold for requiring the advertising of an Invitation for Bids for the rental of the agreement; and

WHEREAS, the Solid Waste Division used the equipment the second month for development of the new disposal cell at the City Rubbish Facility.

IT IS, THEREFORE, ORDERED that procurement of the rental equipment set forth in the invoice attached to this Order is ratified.

IT IS FURTHER ORDERED that payment to the following vendor in the amount set forth be made, consistent with the attached invoice for the rental of equipment.

Vendor	Invoice No.	Invoice Date	Amount
H & E EQUIPMENT SERVICES	97560441	09/06/2023	\$12,238.80

Agenda Item # 42
May 7, 2024
By: (Wright, Lumumba)

Branch:
 H&E EQUIPMENT SERVICES, INC. #1012
 4200 I-56 South
 Jackson, MS 39212-5521
 Phone: (601) 373-0444
 Fax: (601) 373-9554

Remit to:
 H&E EQUIPMENT SERVICES, INC.
 PO Box #19850
 Dallas, TX 75284-9850

Billed to:
 CITY OF JACKSON
 PO Box 17
 Jackson, MS 39205-0017

Ship to:
 Jackson City Landfill
 I-55 South Frontage Rd
 Byram, MS 39272
Contact: ELON SMITH
Phone: 601-624-0939

Rental Invoice # 97560441
Amount (USD) \$12,238.80

Customer # 1004911
Invoice Date 09/06/2023
Terms Net due in 30 days
Contract # 310738916
Incoterm F&E Delivery
PO # 23001548
Project Name Jackson City Landfill
Ordered By ELON SMITH
Billing Start Date 06/21/2023
Billing End Date 09/17/2023
Reference Inv # 97560441

Rental Items

Qty	Item	Description	Day	Week	4 Week	Amount
1	10272318	Dump Truck Artic 30 Tons ZD-MISC - EARTH B30E SN-AEBA631EP02106731 Motor Oul/In: 4678.0/	\$2,750.00	\$6,800.00	\$12,000.00	\$12,000.00
Rental						\$12,000.00

Miscellaneous Items

Qty	Description	Unit Price	Amount
1	Environmental - Rental	\$238.80	\$238.80
Miscellaneous			\$238.80
Subtotal			\$12,238.80

Tax Items

Description	Amount
State Tax	\$0.00
County Tax	\$0.00
City/District Tax	\$0.00
Tax	\$0.00
INVOICE TOTAL	\$12,238.80

For questions on your account, please contact CreditBatonRouge@he-equipment.com or 866-380-9274.
 All invoices are subject to our standard terms and conditions and may be found at he-equipment.com/resources.

THANK YOU FOR YOUR BUSINESS

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE 04/29/2024

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER RATIFYING PROCUREMENT OF RENTAL EQUIPMENT FROM H & E EQUIPMENT SERVICES AND AUTHORIZING PAYMENTS TO H & E EQUIPMENT SERVICES, INC. FOR THE DEPARTMENT OF PUBLIC WORKS
2.	Mayoral Priority Addressed 1. Public Safety 2. Economic Development 3. Housing 4. Infrastructure 5. Quality of Life	INFRASTRUCTURE
3.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	INFRASTRUCTURE AND TRANSPORTATION
4.	Who/What will be affected & Benefits	CUSTOMERS OF CITY SERVICES
5.	Schedule 1. Contract 2. Project (Beginning date) (Completion date)	Payment on next claims docket
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	DEPARTMENT OF PUBLIC WORKS
7.	Action initiated by: ▪ Mayor's Office <input type="checkbox"/> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	DEPARTMENT OF PUBLIC WORKS
8.	COST	\$12,238.80
9.	Source of Funding ▪ General Fund ▪ Enterprise ▪ Grant ▪ Bond ▪ Other	SOLID WASTE ENTERPRISE FUND 009-506.10.6514
10.	EBO participation	ABE _____ % WAIVER Yes _____ No _____ N/A _____ AABE _____ % WAIVER Yes _____ No _____ N/A _____ WBE _____ % WAIVER Yes _____ No _____ N/A _____ HBE _____ % WAIVER Yes _____ No _____ N/A _____ NABE _____ % WAIVER Yes _____ No _____ N/A _____



**City of Jackson
Department of Public Works**

To: Chokwe A. Lumumba, Mayor

From: Louis Wright, Chief Administrative Officer *LW*

Council Agenda Item Briefing Memo

Agenda Item: ORDER RATIFYING PROCUREMENT OF RENTAL EQUIPMENT FROM H & E EQUIPMENT SERVICES AND AUTHORIZING PAYMENTS TO H & E EQUIPMENT SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS

Item #:
Council Meeting: Regular Council Meeting, May 7, 2024
Consultant/Contractor: N/A
EBO: N/A
Purpose: To ratify a payment to H&E for the rental of an articulated dump truck for use at the City Rubbish Facility
Cost: \$12,238.80
Project/Contract Type:
Funding Source:
Schedule/Time:
DPW Manager: Lakesha Weathers

Background: Attached you will find an agenda item authorizing payment to H & E Equipment Services for rental provided. The rental was for the Solid Waste Divisions Rubbish Facility cell development project. Rentals rendered under the invoice were completed and returned, and need to be paid. Should the Council approve this item to ratify procurement, this invoice will be placed on the next claims docket for payment.


It is the recommendation of this office that this item be approved. If you have any questions, please feel free to contact me.


Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756
2024

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF RENTAL EQUIPMENT FROM H & E EQUIPMENT SERVICES AND AUTHORIZING PAYMENTS TO H & E EQUIPMENT SERVICES, INC. FOR THE DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel 



DATE

43

OFFICE OF THE CITY ATTORNEY
5/19/2024

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1 TO THE CONTRACT OF FOUNTAIN CONSTRUCTION CO., INC. FOR THE PLANETARIUM RENOVATION PROJECT

WHEREAS, the City of Jackson executed a contract with Fountain Construction Co., Inc. for the Planetarium Renovation Project; and

WHEREAS, Change Order No. 1 modifies the provisions of the contract about liquidated damages; and

WHEREAS, Change Order No. 1 clarifies the amount of liquidated damages as an amount of \$250.00; and

WHEREAS, Change Order No. 1 amends Section 9.11 of the Supplementary Conditions as follows:

Liquidated Damages. Time being of the essence of this Contract and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the Project is not substantially complete on the date set forth in the Contract Documents and any amendments thereto. The Contractor and his Surety will be liable for and will pay the Owner or the Owner may withhold from progress payments the sums hereinafter stipulated as fixed and agreed as liquidated damages for each calendar day for delay until the Work is substantially complete. The Contractor and his Surety acknowledge that the Owner's losses caused by the Contractor's delay are not readily ascertainable and that the amount estimated per day for liquidated damages is reasonable and is not a penalty.

The amount established per day for liquidated damages is two hundred fifty and no/100 dollars (\$250.00);

and

WHEREAS, the Department of Public Works, Engineering Division, recommends this amendment to clarify that liquidated damages are \$250.00 per day and the additional language has been added at the request of certain lenders participating in the New Markets Tax Credits transaction to fund the renovations to the Planetarium.

IT IS, THEREFORE ORDERED that the Mayor is authorized to execute Change Order No. 1 to the contract with Fountain Construction Co., Inc. for the Planetarium Renovation Project, as set forth above.

Item: 43
Date: May 7, 2024
By: Wright, Lumumba

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER # TO THE CONTRACT OF FOUNTAIN CONSTRUCTION CO., INC. FOR THE PLANETARIUM RENOVATION PROJECT
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 7 Quality of Life
3.	Who will be affected	The contractor, surety, City, and lenders participating in the NMTC transaction
4.	Benefits	Clarifies the amount and the process for accessing and collecting liquidated damages
5.	Schedule (beginning date)	Upon signature by all the parties to the Construction Contract
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Jackson Planetarium
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	COST	N/A
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	N/A
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

Chief Administrative Officer



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

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Louis Wright *LW*
Chief Administrative Officer

Date: April 29, 2024

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda that clarifies the liquidated damages provision in the contract with Fountain Construction Co., Inc. for the Planetarium Renovation Project. The Agreement between the City and Fountain Construction stated that the liquidated damages were \$250.00. The Bid Form completed by Fountain Construction stated that the liquidated damages were \$250.00 per day. However, Section 9.11 of the Supplementary Conditions stated that liquidated damages were \$500.00 per day. This amendment will clarify that liquidated damages are \$250.00 per calendar day. The amendment also addresses questions one of the lenders for the New Markets Tax Credits transaction had about the process for assessing liquidated damages and how they could be collected.

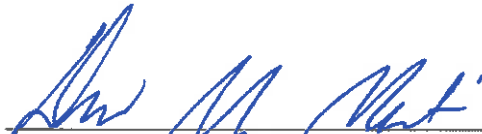
It is the recommendation of this office that the order be approved. If you have any questions or comments, please call me.


Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1795
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1 TO THE CONTRACT OF FOUNTAIN CONSTRUCTION CO., INC. FOR THE PLANETARIUM RENOVATION PROJECT is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel 



DATE

**AMENDMENT ONE TO
AIA DOCUMENT A101 – 2017
Standard Form of Agreement Between Owner and Contractor
April 4, 2024**

Owner: City of Jackson
Post Office Box 17
Jackson, Mississippi 39201

Contractor: Fountain Construction Company, Inc.
Post Office Box 10506
Jackson, Mississippi 39289-0506

Architect: Cooke Douglass Farr Lemons Architects + Engineers PA
3221 Old Canton Road, Suite 200
Jackson, Mississippi 39216

Project: Jackson Planetarium Renovation
Jackson, Mississippi

The Owner and the Contractor agree as follows:

Section 9.11 of the Supplementary Conditions is amended to read as follows:

9.11 LIQUIDATED DAMAGES

Liquidated Damages. Time being of the essence of this Contract and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the Project is not substantially complete on the date set forth in the Contract Documents and any amendments thereto. The Contractor and his Surety will be liable for and will pay the Owner or the Owner may withhold from progress payments the sums hereinafter stipulated as fixed and agreed as liquidated damages for each calendar day for delay until the Work is substantially complete. The Contractor and his Surety acknowledge that the Owner's losses caused by the Contractor's delay are not readily ascertainable and that the amount estimated per day for liquidated damages is reasonable and is not a penalty.

The amount established per day for liquidated damages is two hundred fifty and no/100 dollars (\$250.00).

Owner – City of Jackson
Chokwe Antar Lumumba, Esq., Mayor

Date _____

Brad Fountain

Contractor – Fountain Construction Company, Inc.
Brad Fountain, President

Date 4/12/24

44

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON, FORMER CHIEF JAMES DAVIS AND THE JACKSON POLICE DEPARTMENT IN THE MATTER OF “MELVIN WILLIAMS, ET AL. V. CITY OF JACKSON, MISSISSIPPI, ET AL.” IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:20-CV-785-DPJ-FKB

WHEREAS, on December 7, 2020, Plaintiffs filed a Complaint in the United States District Court for the Southern District of Mississippi, Northern Division against the City of Jackson, Mississippi, Former Chief of Police James Davis and the Jackson Police Department alleging state and federal law claims; and

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

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

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

WHEREAS, the City agrees to pay \$1,300 to each Plaintiff except Cossandra Thomas and Miron Smith; and

WHEREAS, Miron Smith is deceased and his claim is no longer being asserted in this case; and Cossandra Thomas is not asserting any claims in this case and will agree to a final judgment of dismissal with prejudice as to her claims in this case; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the Office of the City Attorney should and is hereby authorized to settle all claims in the lawsuit styled *Melvin Williams, et al. v. City of Jackson, Mississippi, et al*; Civil Action No.: 3:20-cv-785-DPJ-FKB; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiffs and their Counsel, as full and final settlement of this matter.

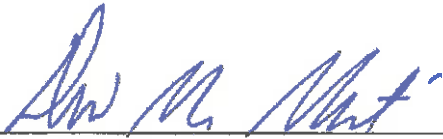
Agenda Item # 44
May 7, 2024
(D.Martin, Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON, FORMER CHIEF JAMES DAVIS AND THE JACKSON POLICE DEPARTMENT IN THE MATTER OF "MELVIN WILLIAMS, ET AL. V. CITY OF JACKSON, MISSISSIPPI, ET AL." IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:20-CV-785-DPJ-FKB is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, *City Attorney*
Sheridan Carr, *Special Assistant*

SAC

4/30/24

DATE

45

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. TO BE USED BY THE OFFICE OF THE CITY PROSECUTOR

OFFICE OF THE CITY ATTORNEY
[Signature]

WHEREAS, on April 27, 2021, the Jackson City Council approved an Order authorizing the Mayor to execute a 36-month copier rental agreement with Xerox Corporation for one (1) C8155H copier for the Office of the City Prosecutor; and

WHEREAS, the contract with XEROX will expire in May 2024; and

WHEREAS, the Office of the City Prosecutor desires to enter into a 36-month rental agreement of (1) copy machine with Advantage Business Systems, Inc.; and

WHEREAS, the State of Mississippi Department of Finance and Administration has negotiated a price agreement contract with Konica Minolta Business Solutions, U.S.A., Inc. for the rental and purchase of copiers/printers on a nonexclusive basis for twelve months beginning May 1, 2024, and ending on April 30, 2027; and

WHEREAS, this state contract agreement #8200067921 was entered into for the benefit of governing authorities and agencies; and

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

WHEREAS, Advantage Business Systems, Inc., with its principal office located at 5442 Executive Place Jackson, MS 39206, is an authorized dealer of Konica Minolta Business Solutions U.S.A., Inc.; and

WHEREAS, Advantage Business Systems can provide through Mississippi State Contract #8200067921 one (1) Konica Minolta Bizhubd C360i Digital Color System for the Office of the City Prosecutor at a cost of \$238.00 per month.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute necessary documents with Advantage Business Systems, Inc. to provide a 36-month rental of (1) Konica Minolta Bizhubd C306i Digital Color System at a rate of \$238.00 per month to include service and supplies, except paper and staples for the Prosecutor's Office.

IT IS FURTHER ORDERED that payment for said rental be made from the general fund.

Agenda Item # 45
May 7, 2024
(D.Martin, Lumumba)

APPROVED FOR AGENDA:

INITIAL

DATE

LEGAL

FINANCE

BUDGETED Yes No

Account # 001-407-20.6514

CAO

MAYOR'S OFFICE

Item # _____

Agenda Date _____

By: Martin, Lumumba

STATE OF MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

STATE CONTRACT AGREEMENT

CONTRACTOR: Konica Minolta Business Solutions

STATE CONTRACT #: 8200067921

SUPPLIER #: 3100031233

SMART CONTRACT #: 1130-23-C-SWCT-00100

COMMODITIES COVERED: Copy Machines and Supplies (Copiers-Purchase & Rental/Printers-Purchase ONLY)

CONTRACT EFFECTIVE: May 1, 2023 through April 30, 2024

AMENDMENT EFFECTIVE: May 9, 2023

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-0779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

4/17/12
OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. TO BE USED BY THE OFFICE OF THE CITY ATTORNEY** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant 



Date

46

JAC
4/23/2024

ORDER AUTHORIZING THE MAYOR TO EXTEND AND EXECUTE AN AGREEMENT WITH CARROLL, WARREN & PARKER, PLLC TO REPRESENT THE CITY IN ANNEXATION MATTERS

WHEREAS, on December 4, 2018, the governing authorities of the City of Jackson, Mississippi (“City”) retained Carroll Warren & Parker, PLLC, to represent the City in certain annexation matters that require expertise and training specific to this area of law; and

WHEREAS, the City seeks to continue to defend its interest, and to also possible expand its boundaries; and

WHEREAS, Carroll Warren & Parker, PLLC, currently represents the City in annexation matters related to the City of Flowood, the City of Pearl, and other related matters; and

WHEREAS, it would be in the best interests of the City to extend the current agreement with Carroll Warren & Parker, PLLC.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to extend, expand, and execute an agreement with Carroll Warren & Parker, PLLC, to represent the City in annexation matters related to the City of Flowood, the City of Pearl and any other matters in an amount not to exceed \$75,000.00, unless authorized to amend said agreement.

Agenda Item # 46
May 7, 2024
(D.Martin, Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXTEND AND EXECUTE AN AGREEMENT WITH CARROLL, WARREN & PARKER, PLLC TO REPRESENT THE CITY IN ANNEXATION MATTERS** is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, City Attorney

Sheridan Carr, Special Assistant SAC



DATE

**CONTRACTUAL AGREEMENT
FOR LEGAL SERVICES**

THIS AGREEMENT made and entered into this the 9th day of November, 2021, by and between the City of Jackson, Mississippi (“City”) and Carroll Warren & Parker PLLC (“Firm”) for the performance of legal services in annexation matters.

WITNESSETH:

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

I. SCOPE OF SERVICES: The Firm will review relevant documents, meet with any and all officials, witnesses, and representatives as deemed necessary for representation of the City regarding the cases of *City of Byram, Mississippi v. City of Jackson, Mississippi. et al.*, Cause No. 2020-cv-00745 G/2; *City of Flowood, Mississippi v. City of Jackson, Mississippi*, Cause No. 18-cv-01395; *City of Pearl, Mississippi vs. City of Jackson, Mississippi*, Cause No. 18-cv-01714; *City of Pearl, Mississippi, City of Flowood, Mississippi, and Rankin County, Mississippi v. City of Jackson, Mississippi*, Cause No. 19-cv-00570 and any matters concerning annexation proceedings initiated by the City of Jackson, Mississippi during the contract term. The Firm will copy the Office of the City Attorney with all correspondence during the term of this Agreement, including, but not limited to, dispositive motions/pleadings and memoranda in support thereof.

The Firm shall prepare all necessary court documents as authorized by the Office of the City Attorney to preserve the interests of the citizens of the City of Jackson.

II. PERIOD OF PERFORMANCE: The term of this Agreement shall commence on November 9, 2021 and shall expire on November 8, 2023.

III. COORDINATION OF SERVICES: The Firm shall coordinate the performance of the services to be provided hereunder through counsel for and through the Office of the City Attorney and consult with them on specific courses of action which should be pursued.

IV. RELATIONSHIP OF PARTIES: It is expressly understood and agreed that the Firm is an independent contractor and that the purchase of legal services is not based on an employer-employee relationship. The City acknowledges that this Firm is not the City’s general counsel and that the execution of this Agreement does not involve representation of the City’s interest in any matter other than that set forth herein.

V. SPECIFIC ATTORNEYS: The Firm shall utilize its staff and attorneys to perform the service required by this Agreement.

VI. PAYMENT TERMS:

As full and complete compensation for the services to be provided hereunder, the City of Jackson will pay the Firm at the rates listed below:

\$ 225.00 per hour blended rate for time expended by attorneys.
\$ 65.00 per hour for time expended by paralegals.

The total amount of this contract shall not exceed \$170,000, unless authorized and approved by the City Council and Mayor.

Each month, the Firm shall submit to the Office of the City Attorney an invoice for payment of attorneys' fees and all authorized expenses, which shall be paid following approval by the Office of the City Attorney.

VII. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Firm to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

VIII. EQUAL OPPORTUNITY: In connection with the performance of work under this contractual Agreement, the Firm agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

IX. NON-ASSIGNMENT AND SUBCONTRACTING: The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Firm named herein. Said Firm understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.

X. SEVERABILITY: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or

in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

- XI. MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by the City Council and Mayor.
- XII. TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Firm shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.
- XIII. NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.
- XIV. APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Agreement shall comply with applicable federal, state and local City of Jackson ordinances, laws and regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of November 9, 2021.

The City of Jackson, Mississippi

By: _____
Mayor Chokwe Antar Lumumba

Carrol, Warren & Parker, PLLC

By: 
J. Chadwick Mask, Member

cc: Interim City Attorney, Catoria Martin

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY OCTOBER 1, 2019 10:00 A.M.**

69

President Lindsay requested that the Clerk read Agenda Item No. 45:

ORDER AUTHORIZING THE MAYOR TO EXTEND AND EXECUTE AN AGREEMENT WITH CARROLL WARREN & PARKER, PLLC TO REPRESENT THE CITY IN ANNEXATION MATTERS.

WHEREAS, on December 4, 2018, the governing authorities of the City of Jackson, Mississippi ("City") retained Carroll Warren & Parker, PLLC, to represent the City in certain annexation matters that require expertise and training specific to this area of law; and

WHEREAS, the City seeks to continue to defend its interest, and to also possibly expand its boundaries; and

WHEREAS, Carroll Warren & Parker, PLLC, currently represents the City in annexation matters related to the City of Flowood, the City of Pearl, and other related matters; and

WHEREAS, on August 16, 2019, a Notice of Appeal was filed in the following matter against the City, which is directly related to the matters being handled by Carroll Warren & Parker, PLLC: City of Pearl, Mississippi; City of Flowood, Mississippi; and Rankin County, Mississippi vs. Cause No.: 19-570 City of Jackson, Mississippi; and

WHEREAS, it would be in the best interests of the City to extend the current agreement with Carroll Warren & Parker, PLLC to expand their representation of the City to include said matter.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to extend, expand, and execute an agreement with Carroll Warren & Parker, PLLC, to represent the City in annexation matters related to the City of Flowood, the City of Pearl and any other related matters in an amount not to exceed \$75,000.00, unless so authorized to amend said agreement.

Council Member Tillman moved adoption; Council Member Priester seconded.

Yeas- Foote, Lindsay, Priester and Tillman.

Nays- None.

Absent- Banks, Stamps and Stokes.

ORDER AUTHORIZING THE MAYOR TO EXTEND, EXPAND, AND EXECUTE LETTER OF AGREEMENT TO CONTINUE THE RETAINAGE OF SLAUGHTER & ASSOCIATES, PLLC, TO PROVIDE PLANNING AND CONSULTING SERVICES AS EXPERTS IN THE FIELD OF URBAN AND REGIONAL PLANNING IN ANNEXATION MATTERS.

WHEREAS, on February 19, 2019, the governing authorities of the City of Jackson, Mississippi ("City") retained Slaughter & Associates, PLLC to provide planning and consulting services as experts in the field of Urban and Regional Planning in certain annexation matters that require expertise and training specific to this area; and

WHEREAS, more specifically, Slaughter & Associates, PLLC was retained as consultants as experts in the lawsuits styled: "IN THE MATTER OF THE ENLARGEMENT AND EXTENSION OF THE MUNICIPAL BOUNDARIES OF THE CITY OF FLOWOOD VS. CITY OF JACKSON CONSOLIDATED WITH IN THE MATTER OF THE ENLARGING, EXTENDING AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF PEARL V CITY OF JACKSON": CIVIL ACTION NO. 61CCH1:18-cv-01395 and 18-1714; and

**CONTRACT FOR
LEGAL REPRESENTATION**

October 1, 2019

Mayor Chokwe Antar Lumumba
City of Jackson, Mississippi
219 S. President Street
Jackson, Mississippi 39205

Re: *City of Flowood, Mississippi vs. City of Jackson, Mississippi, et al.*, Chancery Court of Rankin County, Mississippi, Cause No. 18-cv-01395

Consolidated with

City of Pearl, Mississippi vs. City of Jackson, Mississippi, et al., Chancery Court of Rankin County, Mississippi, Cause No. 18-cv-01714

And

City of Pearl, Mississippi, City of Flowood, Mississippi, and Rankin County, Mississippi vs. City of Jackson, Mississippi, First Judicial District of Hinds County Circuit Court, Cause No. 19-cv-00570

Dear Mayor Lumumba:

WHEREAS, on December 4, 2018, the governing authorities of the City of Jackson, Mississippi ("City") retained Carroll Warren & Parker, PLLC, to represent the City in certain annexation matters related to the City of Flowood and the City of Pearl currently pending in Rankin County Chancery Court, as well as the City of Jackson's pending annexation ordinance involving the same Jackson airport properties;

WHEREAS, Carroll Warren & Parker currently represents the City in annexation matters related to the City of Flowood, the City of Pearl, and other related matters;

WHEREAS, on August 16, 2019, a Notice of Appeal was filed in the following matter against the City, which is directly related to the matters being handled by Carroll Warren & Parker, PLLC: *City of Pearl, Mississippi; City of Flowood, Mississippi; and Rankin County, Mississippi vs. Cause No.: 19-570 City of Jackson, Mississippi*;

This letter agreement extends the current agreement with Carroll Warren & Parker, PLLC attached hereto as exhibit "A" to expand its representation of the City of Jackson to include said matter.

Further, this letter confirms the extension and expansion of said agreement to represent the City of Jackson, Mississippi in annexation matters related to the City of Flowood, the City of Pearl, and any other related matters in an amount not to exceed \$75,000.00, unless so authorized to amend said agreement.

If the foregoing terms of our engagement are acceptable, please sign, date and return the enclosed duplicate original of this letter. We look forward to being of service to the City of Jackson in these matters.

Mayor Chokwe Antar Lumumba

October 1, 2019

Page 2

Sincerely,

CARROLL WARREN & PARKER PLLC

BY: 

J. Chadwick Mask, Member

APPROVED AND AGREED TO:

THE CITY OF JACKSON, MISSISSIPPI

BY: _____

Mayor Chokwe Antar Lumumba

cc: Timothy C. Howard, Esq., Jackson City Attorney
Monica D. Allen, Esq., Special Assistant City Attorney

EXHIBIT A

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CARROLL WARREN & PARKER PLLC, STAMPS AND STAMPS, AND DANKS MILLER & CORY TO REPRESENT THE CITY IN ANNEXATION MATTERS.

WHEREAS, the City of Jackson seeks representation involving annexation, which requires expertise and training specific to this area of law; and

WHEREAS, the City seeks to defend its interest, and to also possibly expand its boundaries; and

WHEREAS, the City of Jackson seeks to execute an Agreement with the Law Firms of Carrol Warren & Parker PLLC, Stamps and Stamps, and Danks Miller & Cory to represent the City involving any annexation matters pertaining to the City of Flowood, the City of Pearl and any other matters related to the above; and

WHEREAS, the specialized nature of the project may also require the use of other professionals and related expenses such as mileage and travel; and

WHEREAS, the City believes it is in the City's best interest of the City to execute the Agreement.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an Agreement including attorneys' fees and related expenses with the Law Firms of Carrol Warren & Parker PLLC, Stamps and Stamps and Danks Miller & Cory to represent the City involving annexation matters related to the City of Flowood, the City of Pearl and any other related matters in an amount not to exceed \$85,000.00 this amount unless so authorized to amend this agreement.

Council Member Banks moved adoption; President Priester seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stokes and Tillman.

Nays- None.

Absent- Stamps.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on December 4, 2018. However, upon completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.



CARROLL
WARREN
& PARKER

CONTRACT FOR JOINT
LEGAL REPRESENTATION

November 20, 2018

Mayor Chokwe Antar Lumumba
City of Jackson, Mississippi
219 S. President Street
Jackson, Mississippi 39205

Re: *City of Flowood, Mississippi vs. City of Jackson, Mississippi, et al.*, Chancery Court of Rankin County, Mississippi, Cause No. 18-cv-01395

and

City of Pearl, Mississippi vs. City of Jackson, Mississippi, et al., Chancery Court of Rankin County, Mississippi, Cause No. 18-cv-01714

Dear Mayor Lumumba:

This contract will confirm the engagement of **Carroll Warren & Parker PLLC** (J. Chadwick Mask), **Stamps & Stamps** (Anita Mathews Stamps), and **Danks Miller & Cory** (Michael V. Cory Jr.) (the "Firms") to represent the **City of Jackson, Mississippi** (the "City") in the lawsuits styled *City of Flowood, Mississippi vs. City of Jackson, Mississippi et al.* Cause No. 18-cv-01395 and *City of Pearl, Mississippi vs. City of Jackson, Mississippi et al.* Cause No. 18-cv-01714 filed in the Chancery Court of Rankin County, Mississippi. It also sets forth the terms upon which the Firms will provide legal services to the City in connection with these matters and the manner in which we will bill for services rendered and costs and expenses incurred.

With respect to our fees for legal services, the hourly rates for attorneys and other members of our professional staff are based upon each individual's experience, specialization and level of professional attainment. Various portions of this matter may be handled by other firm members or by associates or paralegals under supervision of a firm member. The hourly rate for J. Chadwick Mask, Anita M. Stamps, and Michael V. Cory Jr. on this assignment is \$250. The hourly rate for any other attorneys in their respective firms is \$200. Paralegals will be charged \$60 per hour. In addition to representing the City of Jackson in its opposition to the above-referenced annexation cases filed by the City of Flowood and the City of Pearl, the Firms will also consult with the City of Jackson with respect to consideration of potential expansion of the City's boundaries. With respect to the Firms' representation of the City in its opposition to the above-referenced matters, as well as consulting with the City in consideration of potential expansion of its boundaries, the Firms' legal services will be billed at the rates set forth above, with legal fees for services rendered, excluding expenses and litigation costs such as retaining consultants and/or expert witnesses, not to exceed \$85,000 unless authorized by the City after a litigation status report from the Firms to the Mayor and City Council at a meeting subsequent to the Return Hearing and Scheduling Conferences in these cases.

We charge 55.5 cents per mile. In the course of these matters, it may become necessary for experts or consultants to be retained in furtherance of the potential litigation. After consultation and authorization from the City, the Firms shall retain such experts and bill the City for the experts' services as a separately itemized expense on the Firms' monthly invoice to the City.

CARROLL WARREN & PARKER PLLC
28 East Capitol Street, Suite 1200
Jackson, Mississippi 39201

Post Office Box 1005
Jackson, Mississippi
39215-1005

Telephone: (601) 592-1010
Facsimile: (601) 592-0060
Web: www.cwpllc.com

Offices:
Jackson
Houston

The Firm's legal services will be submitted on one monthly invoice from Carroll Warren & Parker PLLC, with the monthly billings from Stamps & Stamps and Danks Miller & Cory to be submitted as a separately itemized amount on the Carroll Warren & Parker invoice (copies of the Stamps & Stamps and Danks Miller & Cory invoices shall be attached as a supporting document to the Carroll Warren & Parker monthly invoice). The City of Jackson shall reimburse said law firms by making one payment of the monthly Carroll Warren & Parker invoice. Carroll Warren & Parker shall then be responsible for reimbursing Stamps & Stamps and Danks Miller and Cory for their firms' respective invoices for legal services rendered pursuant to this Contract for Joint Legal Representation.

The time for which the City will be charged will include, but will not be limited to: telephone and office conferences with City officials and co-counsel, consultants, experts, and others; conferences among our firm lawyers and legal personnel; factual investigations; travel time; and any other time that may be spent on matters related to these files.

In discharging our responsibilities to the City, it may be necessary for the Firms to incur costs and expenses for various items such as travel, long distance telephone charges, delivery services, messengers and photocopying. These items will be separately itemized on our monthly statements.

The City acknowledges that these firms are not the City's general counsel and that the acceptance of this engagement by us does not involve representation of the City's interests in any matter other than that set forth herein.

The City will have the right to terminate our services at any time upon written notice to the firms. Such termination shall not, however, relieve the City of the obligation to pay for all services rendered and costs or expenses paid or incurred on the City's behalf prior to the date of such termination. The firms reserve the right to withdraw from this representation if, among other things, the City fails to honor the terms of our engagement or follow our advice on a material matter, or, if we believe our continuing representation would be unlawful or unethical. In the event the firms elect to withdraw from representation, the City shall be given reasonable notice to arrange alternative representation.

If the foregoing terms of our engagement are acceptable, please sign, date and return the enclosed duplicate original of this letter. We look forward to being of service to the City of Jackson in these matters.

CARROLL WARREN & PARKER PLLC

BY: 

J. Chadwick Mask, Member

DATE: 10/31/18

STAMPS & STAMPS

BY: 

Anita Mathews Stamps

DATE: 10/31/18

DANKS MILLER & CORY

BY: 

Michael V. Cory Jr.

DATE: 10/21/18

APPROVED AND AGREED TO:

THE CITY OF JACKSON, MISSISSIPPI

BY: _____
Mayor Chokwe Antar Lumumba

DATE: _____

cc: Sharon D. Gipson, Esq., Jackson City Attorney

May 7, 2024

Via Email & U.S. Mail

Mayor Chokwe Antar Lumumba
City of Jackson, Mississippi
219 S. President Street
Jackson, Mississippi 39205
calumumba@jacksonms.gov

Re: *City of Flowood, Mississippi v. City of Jackson, Mississippi, et al.*; Chancery Court of Rankin County, Mississippi; Cause No. 18-cv-01395

Consolidated with

City of Pearl, Mississippi v. City of Jackson, Mississippi, et al.; Chancery Court of Rankin County, Mississippi; Cause No. 18-cv-01714

Dear Mayor Lumumba:

This letter will confirm the engagement of **Carroll Warren & Parker PLLC** (the “firm”) to continue its representation of the **City of Jackson, Mississippi** (the “City”) in the performance of legal services with respect to certain annexation matters related to the City of Flowood and the City of Pearl currently pending in Rankin County Chancery Court. It also sets forth the terms upon which the firm will provide legal services to the City in connection with these matters and the manner in which we will bill for services rendered and costs and expenses incurred.

With respect to our fees for legal services, the hourly rates for attorneys and other members of our professional staff are based upon each individual’s experience, specialization and level of professional attainment. Various portions of these matters may be handled by other firm members or by associates or paralegals under supervision of a firm member. The hourly rate for Senior Partner J. Chadwick Mask on this assignment is \$275. The hourly rate for all other attorneys is \$250. Paralegals will be charged \$100 per hour.

We charge 65.5 cents per mile and 25 cents per copy for copies made. In the course of annexation planning or court proceedings, it may become necessary for experts or consultants to be retained in furtherance of litigation. After consultation with the City, the firm shall retain such experts and bill the City for the experts’ services as a separately itemized expense on the firm’s monthly invoice to the City.

Our statements generally will be prepared and mailed on a monthly basis. Statements are due upon receipt. It is my understanding that our statements should be mailed directly to you for payment. Please confirm that this procedure is acceptable to the City.

The time for which the City will be charged will include, but will not be limited to: telephone and office conferences with you and counsel, consultants, experts, and others; conferences among our firm lawyers and legal personnel; factual investigations; travel time; and any other time that may be spent on matters related to this file.

Mayor Chokwe Antar Lumumba
May 7, 2024
Page 2

In discharging our responsibilities to the City, it may be necessary for the firm to incur costs and expenses for various items such as travel, delivery services, messengers and photocopying. These items will be separately itemized on our monthly statements.

The City acknowledges that this firm is not the City's general counsel and that the acceptance of this engagement by us does not involve representation of the City's interests in any matter other than that set forth herein.

The City will have the right to terminate our services at any time upon written notice to the firm. Such termination shall not, however, relieve the City of the obligation to pay for all services rendered and costs or expenses paid or incurred on the City's behalf prior to the date of such termination. The firm reserves the right to withdraw from this representation if, among other things, the City fails to honor the terms of our engagement or follow our advice on a material matter, or, if we believe our continuing representation would be unlawful or unethical. In the event the firm elects to withdraw from representation, the City shall be given reasonable notice to arrange alternative representation.

If the foregoing terms of our engagement are acceptable, please sign, date, and return the enclosed duplicate original of this letter. We look forward to being of service to the City of Jackson.

Sincerely,

CARROLL WARREN & PARKER PLLC

By:



J. Chadwick Mask, Member

APPROVED AND AGREED TO:

The City of Jackson, Mississippi

BY:

Mayor Chokwe Antar Lumumba

cc: Drew Martin, City Attorney (via email: dmartin@city.jackson.ms.us)
Sheridan A. Carr, Special Assistant to the City Attorney (via email: scarr@jacksonms.gov)

47

**ORDER AUTHORIZING THE COMPROMISE AND SETTLEMENT OF A CLAIM FOR WORKERS
COMPENSATION INDEMNITY BENEFITS AND MEDICALS IN MWCC # 1804257-P-7262-E 24**

WHEREAS, a former employee of the Department of Public Works reported the suffering of multiple injuries when he was required to jump from a jet truck in September 2017 and also while lifting a manhole cover on a separate occasion in December 2017; and

WHEREAS, in September and December 2017, the City of Jackson was a qualified self-insurer for workers compensation claims; and

WHEREAS, the Office of the City Attorney contested the compensability of the claim; and

WHEREAS, a hearing on compensability was held in 2019; and

WHEREAS, the administrative law judge entered an order on February 3, 2020 finding that the Claimant had sustained a compensable injury; and

WHEREAS, on or about April 10, 2020, the City of Jackson paid 118 weeks of temporary total disability benefits to the Claimant; and

WHEREAS, the amount of the temporary total disability benefits paid to the Claimant was \$30,532.58; and

WHEREAS, medical treatment and services were also furnished by the City of Jackson; and

WHEREAS, the former employee's physicians determined that he has reached maximum medical improvement and recommended that he perform work in the *Medium Strength* category; and

WHEREAS, the former employee's physicians also assigned him a 2% permanent impairment rating; and

WHEREAS, the Dictionary of Occupational Titles classifies the position of the former employee to be within the *Heavy Strength* category; and

WHEREAS, Claimant's counsel submitted a demand to settle and compromise the claim for \$38,500.00; and

WHEREAS, the Office of the City Attorney has evaluated the claim and determined that payment of the sum of \$9,000.00 for permanent partial disability and \$7,000.00 in future medical for a total of \$16,000.00 is reasonable; and

WHEREAS, the payment of the \$16,000.00 is in addition to sums previously paid by the City of Jackson for indemnity and medical; and

Agenda Item # 47
May 7, 2024
(D.Martin, Lumumba)

WHEREAS, the best interest of the City of Jackson would be served by the payment of \$16,000.00 in compromise and settlement of the former employee's claim for Indemnity and medical benefits; and

WHEREAS, compromise and settlement of the former employee's claim will be subject to the approval of the Mississippi Workers Compensation Commission; and

WHEREAS, if approved by the Commission, the City's liability for the payment of benefits and medicals under the Act will be extinguished.

IT IS HEREBY ORDERED that the claim pending in **1804257-P-7262-E 24** may be compromised for the sum of \$16,000.00 subject to the approval of the Mississippi Workers Compensation Commission.

IT IS HEREBY ORDERED that the Office of the City Attorney shall be authorized to perform acts necessary to achieve the settlement and obtain a release of the workers compensation liability of the City of Jackson provided the acts are in accord with the Mississippi Workers Compensation statutes and the content of this order.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 25, 2024
DATE

POINTS		COMMENTS																																																																						
1.	Brief Description/Purpose	Order Authorizes the Office of the City Attorney to settle and compromise a claim pending before the Mississippi Workers Compensation Commission for injury sustained by former employee of the Department of Public Works																																																																						
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	No policy initiative – compromise and settlement of a claim against municipality under the Mississippi Workers Compensation Act																																																																						
3.	Who will be affected	City of Jackson, attorney for former employee, former employee, Mississippi Workers Compensation Commission																																																																						
4.	Benefits	City’s exposure for future medicals and permanent partial disability benefits will be extinguished																																																																						
5.	Schedule (beginning date)	Upon approval of Mississippi Workers Compensation Commission																																																																						
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	No specific area - general government																																																																						
<input type="checkbox"/>	Action implemented by:	Office City Attorney																																																																						
<input type="checkbox"/>	§ City Department																																																																							
7. <input type="checkbox"/>	§ Consultant																																																																							
8.	COST	\$16,000.00																																																																						
<input type="checkbox"/>	Source of Funding	General fund allocation for workers compensation benefits and medicals City self-insured for workers compensation during year of injury																																																																						
<input type="checkbox"/>	§ General Fund																																																																							
<input type="checkbox"/>	§ Grant																																																																							
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9. <input type="checkbox"/>	§ Other																																																																							
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>						AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>						WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>						HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>						NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>					
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Office of the City Attorney
455 East Capitol Street

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF MUNICIPAL EMPLOYEE IN MWCC 1804257-P-7262-E 24 is legally sufficient for placement in NOVUS.



Drew Martin, City Attorney

4/29/24
Date



Carrie Johnson, Deputy City Attorney

48

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TATUM & WADE, PLLC TO REPRESENT THE CITY IN ANY AND ALL LITIGATION WITH HYUNDAI MOTOR AMERICA, INC. AND KIA AMERICA, INC. AND ANY OF OFFICERS, AGENTS, AFFILIATES OR EMPLOYEES AND THEIR SUBCONTRACTORS AND ANY RELATED ENTITIES, AND ANY OTHER POTENTIALLY RESPONSIBLE OR LIABLE PERSON OR ENTITY RELATING TO OR ARISING OUT OF STOLEN AND/OR BURGLARIZED HYUNDAI OR KIA VEHICLES IN THE CITY OF JACKSON AND AUTHORIZING THE PAYMENT OF FEES ASSOCIATED WITH SAID MATTER

WHEREAS, the governing authority for the City of Jackson desires to retain the law firm of Tatum & Wade, PLLC to represent the City's interests in the matter of any claims the City of Jackson has or may have against Hyundai Motor America, Inc. ("Hyundai") and Kia America, Inc. ("Kia") and any of officers, agents, affiliates or employees and their subcontractors and any related entities, and any other potentially responsible or liable person or entity relating to or arising out of stolen and/or burglarized Hyundai or Kia vehicles in the City of Jackson; and

WHEREAS, the governing authority desires to hire attorneys with the necessary skill and experience to represent the City in such litigation; and

WHEREAS, Tatum and Wade, PLLC will have full power to act as the City's attorney to investigate and institute suit on said claims, to prosecute said suit, to retain experts, investigator and to take any and all steps proper or desirable in the prosecution of the claims; and

WHEREAS, the law firm shall receive as a fee an amount not to exceed 30% of the net recovery. Net recovery means the total or gross recovery obtained by the law firm minus the expenses incurred by the attorneys; and

WHEREAS, the attorneys will be responsible for all expenses incurred in this matter on an ongoing basis, including, but not limited to, such items such as filing fees, court reporter fees, experts fees, process server fees, investigator fees, courier service, long distance charges, third party and internal copying charges travel and lodging expenses, and the like. All such expenses will be reimbursed from gross recovery; and

WHEREAS, gross recovery shall include any cash recovery and the fair market value of any software, material, service, or injunctive relief as part of settlement obtained by the firm; and

WHEREAS, if the law firm does not obtain a recovery for the City, the City will not owe any amount of fee or expenses to the law firm; and

WHEREAS, the governing authority recommends that the City retain the services of Tatum & Wade, PLLC to represent the City in the litigation described in this Order; and

WHEREAS, the governing authority authorizes the payment of all fees related to all litigation with Hyundai Motor America, Inc. And Kia America, Inc. and any of officers, agents, affiliates or employees and their subcontractors and any related entities, and any other potentially

responsible or liable person or entity relating to or arising out of stolen and/or burglarized Hyundai or Kia Vehicles in the City of Jackson.

IT IS HEREBY ORDERED that the Mayor is authorized to negotiate and execute a contract with Tatum & Wade, PLLC to represent the City of Jackson to pursue litigation against Hyundai Motor America, Inc. and Kia America, Inc. and any of officers, agents, affiliates or employees, and their subcontractors and any related entities, and any other potentially responsible or liable person or entity relating to or arising out of stolen and/or burglarized Hyundai or Kia vehicles in the City of Jackson to recover costs arising out of stolen and/or burglarized Hyundai and Kia vehicles, and if successful, for a fee not to exceed 30% of the net recovery and the reimbursement of reasonable and necessary expenses, and if no recovery is obtained, the City will not owe any amount of fee or expenses to the law firm.

IT IS FURTHER ORDERED that the governing authority for the City authorizes payment of all fees related to all litigation with Hyundai Motor America, Inc. And Kia America, Inc. and any of officers, agents, affiliates or employees, and their subcontractors and any related entities, and any other potentially responsible or liable person or entity relating to or arising out of stolen and/or burglarized Hyundai or Kia vehicles in the City of Jackson.

(MARTIN, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

05/0

7/2024

DATE

POINTS		<u>COMMENTS</u>
1.	<ul style="list-style-type: none"> Brief Description or Purpose 	Order authorizing counsel to represent the City of Jackson in any and all litigation arising from stolen and/or burglarizing Hyundai and Kia vehicles with Hyundai Motor America, Inc. and Kia America, Inc.
2.	Public Policy Initiative <ul style="list-style-type: none"> Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life 	N/A
3.	Who will be affected	City of Jackson
4.	Benefits	N/A
5.	Schedule (beginning date)	N/A
6.	Location: <ul style="list-style-type: none"> Ward Citywide Project limits if applicable 	N/A
7.	Action implemented by: <ul style="list-style-type: none"> City Department Consultant 	Office of the City Attorney
8.	Cost	
9.	Source of Funding <ul style="list-style-type: none"> General Fund Grant Bond Other 	General Fund

10.	EBO participation	
-----	-------------------	--

Revised 2-16

MEMO

TO: Chokwe Antar Lumumba,
Mayor City of Jackson

FROM Drew Martin

DATE: May 7, 2024

RE: Settlement of Property Damage Claim for Jermal Clark

The attached Order seeks authority of the Council to negotiate and execute a contract with outside counsel to represent the City of Jackson in any and all litigation that arises from stolen and/or burglarized Hyundai and Kia vehicles with Hyundai Motor America, Inc. and Kia America, Inc.

The recommendation is for Tatum & Wade, PLLC to represent the City of Jackson in any and all litigation that arises from stolen and/or burglarized vehicles with Hyundai Motor America, Inc. and Kia America, Inc.

Drew Martin, City Attorney

TATUM & WADE, PLLC

ATTORNEYS AT LAW
124 EAST AMITE STREET 39201
POST OFFICE BOX 22688
JACKSON, MISSISSIPPI 39225-2688
(601) 948-7770 ♦ (601) 948-1551 FAX

www.tatumandwadepllc.com

Agenda Item No. 48

JOE N. TATUM
jntatum@tatumandwade.com

THANDI WADE
twade@tatumandwade.com

RAYMOND GEE
raymondgee@tatumandwade.com

LEGAL ASSISTANTS
ROSA R. SMITH
IRENE B. SQUIRE
LINDA GIPSON
ANITA YOUNG
S. MARSHUNE DURHAM

April 19, 2024

Honorable Mayor Chokwe Antar Lumumba
The City of Jackson, MS
219 President Street
Jackson, Mississippi 39205

RE: Engagement Letter-*Hyundai and Kia*

Dear Mayor Lumumba:

Thank you for retaining the law firm of Tatum & Wade, PLLC, to represent the City of Jackson's interests in the matter of any claims the City of Jackson has or may have against **Hyundai Motor America, Inc., and Kia America, Inc.**, and any of their officers, agents, affiliates or employees and their subcontractors and any related entities, and any other potentially responsible or liable person or entity relating to or arising out of stolen and/or burglarized Hyundai or Kia vehicles in the City of Jackson. Our engagement will involve full power to act as the City's attorneys, to investigate, and institute suit on said claims, to prosecute said suit, to retain experts, investigators and other individuals whose services are deemed necessary to pursue the claims and to take any and all steps we deem proper or desirable in the prosecution of the claims. Our engagement began April 23, 2024. We look forward to serving the City of Jackson's needs in this matter and establishing a mutually satisfactory relationship.

The purpose of this letter is to confirm our engagement as counsel and to provide the City of Jackson certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship, we have found it a helpful practice to confirm with our clients the nature and terms of our representation. The agreed fee arrangement is that attorneys shall have a percentage contingency interest of any net recovery obtained, including punitive damages, penalties and interest on the undersigned's claims, whether by judgment, settlement, or otherwise. The net recovery will include any amounts recovered for the undersigned as a result of any investigation, suit, or other action prompted by or related in any way to the work of attorneys. Attorneys shall receive as a fee 33.3% of net recovery.

TATUM & WADE

A PROFESSIONAL LIMITED LIABILITY CORPORATION

Honorable Mayor Chokwe Antar Lumumba
April 19, 2024
Page 2

Net recovery is defined to mean the total or gross recovery obtained by the undersigned less the expenses incurred by the attorneys in this matter on behalf of the City of Jackson. The gross recovery shall include any cash recovery and the fair market value of any software, material, services or injunctive relief received by the undersigned as part of any settlement. Attorneys will be responsible for all expenses incurred in this matter on an ongoing basis, including, but not limited to, such items as filing fees, court reporter fees, expert fees, process server fees, investigator fees, courier service, long distance charges, third party and internal copying charges, travel and lodging expenses, and the like. All such expenses will be reimbursed by the undersigned from the gross recovery obtained in this matter. If no recovery is obtained, undersigned will not be responsible for repayment of expenses. Please review these and let me know if you, o/b/o the City of Jackson, have/has any questions concerning our policies.

If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing and returning the enclosed copy of this letter, keeping a copy for your records, via email and/or U. S. Mail.

We look forward to working with you, o/b/o the City of Jackson, to bring the matter to a successful conclusion.

Sincerely yours,

Tatum and Wade, PLLC

By: _____

Joe N. Tatum, Esq.

Date

The City of Jackson, MS

By: _____

Mayor Chokwe Antar Lumumba

Date

49

ORDER AUTHORIZING THE PRESIDENT OF THE JACKSON CITY COUNCIL TO SIGN AN ENGAGEMENT LETTER WITH BROWN, EWING AND COMPANY CERTIFIED PUBLIC ACCOUNTANTS TO PERFORM THE MUNICIPAL AUDIT FOR THE CITY OF JACKSON FOR THE FISCAL YEAR WHICH ENDED SEPTEMBER 30, 2023

Whereas, Section 21-8-13 of the Mississippi Code requires the council at the end of each fiscal year to cause a complete and full examination of all the books, accounts, and vouchers of the municipality to be made by a competent, independent accountant, or accountants, who shall be appointed by the council, and the report of said examination shall be typed or printed in pamphlet form; and

Whereas, the pamphlets shall be published as now provided by law; and

Whereas, Brown, Ewing & Co., PA is a firm of certified public accountants with a principal place of business located at 308 Highland Park Cove in Ridgeland, Mississippi; and

Whereas, Brown Ewing & Co., provided to the governing authorities for the City of Jackson a letter dated August 31, 2022 from a PEER Review firm – Bridgers, Gooman, Baird & Clarke PLLC located in Vicksburg, Mississippi; and

Whereas, the letter from the PEER Reviewer commented on the firm's system of quality control and concluded that the system of quality control for accounting and auditing practices employed by Brown, Ewing & Co., PA for the year ended February 28, 2022 was suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects; and

Whereas, the council finds that Brown, Ewing & Co., PA is a competent and independent firm of accountants capable of performing the examination contemplated by Section 21-8-13 of the Mississippi Code; and

Whereas, Brown, Ewing & Co., submitted an engagement letter related to the examination of the City's books, accounts, and vouchers for the year ending September 30, 2023; and

Whereas, the engagement letter indicated that the firm would audit the financial statements of the governmental activities, business type activities, aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including disclosures which comprise basic financial statements of the City of Jackson for year ended September 30, 2023; and

Whereas, the audit will be conducted in accordance with GAAS, the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program (s) in accordance with Uniform Guidance, and other procedures the firm considers necessary to enable to express opinions; and

Whereas, because of limitations of an audit combined with inherent limitations of internal control, a detailed examination of all transactions will not be performed and may result in some material misstatements or noncompliance not being detected; and

Agenda Item # 49
May 7, 2024
(D.Martin, Lumumba)

Whereas, the appropriate level of management will be informed of material errors, fraudulent financial reporting, misappropriation of assets coming to the attention of Brown, Ewing & Co.; and

Whereas, the City of Jackson is responsible for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; (4) ensuring that management and financial information is reliable and properly reported; (5) making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available; (6) providing access to personnel, accounts, books, records, supporting documentation, and other information needed to perform an audit under Uniform Guidance; (7) providing unrestricted access to persons within the government from whom the firm determines is necessary to obtain audit evidence; (8) providing supplementary information which the firm is engaged to report on; (8) identifying federal awards received and complying with the compliance requirements and for the preparation of the schedule of expenditures; and

Whereas, employees of the City of Jackson will prepare all cash, account receivable and other confirmations requested and will locate documents selected for testing by the firm; and

Whereas, the firm will provide a written report upon completion of the single audit which will be addressed to the Mayor and the City Council; and

Whereas the firm may decline to express opinions or issue reports, or withdraw from the engagement; and

Whereas, the firm will charge an effective hourly rate applicable to the City as follows for personnel utilized and performing services related to the engagement:

Personnel Category	Hourly Rate	Estimated Number of Hours
<i>Partners</i>	<i>\$223.00</i>	<i>480</i>
<i>Managers</i>	<i>\$150.00</i>	<i>360</i>
<i>Supervisors</i>	<i>\$125.00</i>	<i>360</i>
<i>Seniors</i>	<i>\$100.00</i>	<i>720</i>
<i>Staff</i>	<i>\$75.00</i>	<i>360</i>

Whereas, in addition to the standard hourly rates above, the firm will also charge out of pocket costs such as report production, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.; and

Whereas, the gross fees and expenses billed will not exceed \$305,000.00; and

Whereas, invoices will be submitted monthly as the work progresses and are payable on presentation; and

Whereas, work may be suspended if an invoice becomes 30 days or more overdue and may not be resumed until the account is paid in full; and

Whereas, the firm may terminate services for nonpayment even if reports have not been completed; and

Whereas, the fee is based upon cooperation from personnel of the City and an assumption that unexpected circumstances will not be encountered during the engagement; and

Whereas, if additional time is necessary, the fees may be adjusted accordingly.

IT IS HEREBY ORDERED that the President of the Council shall be authorized to execute the engagement letter dated April 30, 2024 addressed to Drew Martin, the City Attorney.

Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE PRESIDENT OF THE JACKSON CITY COUNCIL TO SIGN AN ENGAGEMENT LETTER WITH BROWN, EWING AND COMPANY CERTIFIED PUBLIC ACCOUNTANTS TO PERFORM THE MUNICIPAL AUDIT FOR THE CITY OF JACKSON FOR THE FISCAL YEAR WHICH ENDED SEPTEMBER 30, 2023 is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, *City Attorney*

Carrie Johnson, *Deputy City Attorney* 

5/1/24

DATE



BROWN, EWING & CO.
P. A.
CERTIFIED PUBLIC ACCOUNTANTS

April 30, 2024

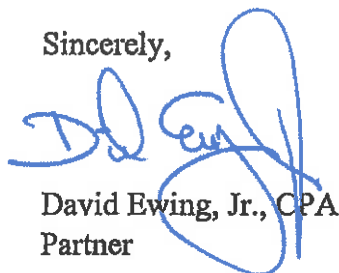
Drew M. Martin | City Attorney
City of Jackson, Mississippi
P.O. Box 2779
Jackson, Mississippi 39207

Dear Mr. Martin,

In response to your request regarding the omission of hourly rates, Brown, Ewing, & Co., is attaching the Schedule of Proposed Hourly Rates and Fees for the City of Jackson Fiscal Year 2023 audit that will provide standard and effective rates to be charged by partners, managers, supervisors, seniors, and staff from the agreement pertaining to the engagement letter fees and expenses. Additionally, we have revised the Audit Engagement Letter to indicate the effective rates that will be charged instead of the standard rates.

Should you have any additional questions or comments, please feel free to contact me.

Sincerely,



David Ewing, Jr., CPA
Partner



April 17, 2024

To the Honorable Mayor
and City Council
City of Jackson
Jackson, Mississippi

We are pleased to confirm our understanding of the services we are to provide the City of Jackson, Mississippi for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Jackson, Mississippi as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Jackson, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Jackson, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Jackson, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards.
- 2) The combining and individual financial statements
- 3) Supplementary information for an annual comprehensive financial report (ACFR) to be issued

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) The statistical information included in the report

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Jackson, Mississippi's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Jackson, Mississippi's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Jackson, Mississippi's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Jackson, Mississippi in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2)

employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form

and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Jackson, Mississippi; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Brown, Ewing & Co., and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the City of Jackson, Mississippi or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Brown, Ewing, & Co. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant or Oversight Agency for Audit or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

David Ewing, Jr., is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately July 15, 2024.

Our fee for these services will be at our effective standard hourly rates (see attachment A) plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$305,000. Our effective standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

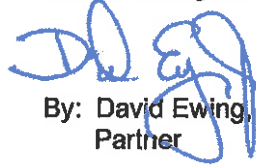
Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and City Council of the City of Jackson, Mississippi. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Jackson, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,
Brown, Ewing, & Co.



By: David Ewing, Jr., CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Jackson, Mississippi.

City Council President: _____
Title: _____
Date: _____

Brown, Ewing & Co., CPA's
Schedule of Proposed Hourly Rate and Fees
For the City of Jackson Fiscal Year 2023 Audit

ATTACHMENT A

<u>Labor Category</u>	<u>B E & Co. Standard Hourly Rate</u>	<u>City's Effective Standard Hourly Rate</u>	<u>Number of Estimated Hours</u>	<u>Total Fees</u>
Partners	\$ 375	\$ 223	480	\$ 107,040
Managers	275	150	360	54,000
Supervisors	200	125	360	45,000
Seniors	175	100	720	72,000
Staff	155	75	360	27,000
TOTALS			<u>2,280</u>	<u>\$ 305,040</u>

50

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI APPROVING AN EMPLOYMENT AGREEMENT FOR THE JACKSON POLICE CHIEF, ASSISTANT CHIEF OF POLICE AND JACKSON FIRE CHIEF.

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

WHEREAS, the City of Jackson desires to employ a police chief, assistant chief of police and fire chief, by an employment agreement; and

WHEREAS, it is necessary to secure the services of the chief in the administration of the Police Department and Fire Department; and

WHEREAS, we must attract and retain strong leadership at the Jackson Police Department and Jackson Fire Department.

THEREFORE, IT IS HEREBY ORDERED that the City Council of Jackson, Mississippi hereby authorizes the hiring of a police chief, assistant chief of police, and fire chief through an employment agreement.

BE IT FURTHER RESOLVED that once selected, the police chief, assistant chief of police, and fire chief shall enter into employment agreements with the City outlining their roles, responsibilities, compensation, benefits, and any other terms deemed necessary by the City Council.

Agenda Item #
May 7, 2024
(Stokes)

50

51

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT TO DEVELOP A REDISTRICTING PLAN FOR THE CITY OF JACKSON MISSISSIPPI PURSUANT TO SECTION 21-8-7(c)(i) OF THE MISSISSIPPI CODE

WHEREAS, the City of Jackson, Mississippi has adopted the Mayor-Council form of government; and

WHEREAS, Section 21-8-7(c)(i) of the Mississippi Code as amended imposes upon the council a duty to redistrict the municipality by ordinance which may not be vetoed by the mayor, within six (6) months after the official publication by the United States of the population of the municipality as enumerated in each decennial census, and within six (6) months after the effective date of any expansion of municipal boundaries; however, if the publication of the most recent decennial census or effective date of an expansion of the municipal boundaries occurs six (6) months or more before the first party primary of a general municipal election, then the council shall redistrict the municipality by ordinance not less than sixty (60) days before the first party primary; and

WHEREAS, Section 21-8-7(c)(ii) states that if the publication of the most recent decennial census occurs less than six (6) months before the first primary of a general municipal election, the election shall be held with regard to the existing defined wards; reapportioned wards based on the census shall not serve as the basis for representation until the next regularly scheduled election in which council members shall be elected; and

WHEREAS, the 24th decennial census of everyone residing in the United States as of April 1, 2020; has been conducted and;

WHEREAS, the United States has published population data for the City of Jackson, Mississippi, and the council must redistrict the municipality by ordinance; and

WHEREAS, on previous occasions when redistricting was necessary, the council approved a contract with Central Mississippi Planning and Development District to assist it with mapping and drawing boundaries of the seven (7) wards within the City of Jackson; and

WHEREAS, Central Mississippi Planning and Development District is capable of drawing the mapping and drawing boundaries for the City of Jackson, which will assist the council in the performance of its redistricting duties; and

WHEREAS, Central Mississippi Planning and Development District has submitted a proposed contract to the City related to the services it can provide; and

WHEREAS, the contract indicates that CMPDD will furnish all personnel to perform the services contemplated which includes but is not limited to: (a) determining if redistricting is needed; (b) placing the City's ward lines on the computerized mapping system of Central Mississippi Planning and Development; (c) reviewing ward boundaries and demographics to determine population variance by district; (d) if the variance is higher than allowed by the Department of Justice (no more than 10% variance top to bottom) then redistricting is needed; (

e) meeting with Council to explain redistricting procedures; (f) developing criteria acceptable to council and the Department of Justice to guide the redistricting process; (g) determining the wards which are most in need of change; (h) redrawing the ward boundaries; (i) developing a plan to comply with the one-person, one-vote principle; (j) change municipal ward lines on the computerized mapping system of CMPDD; and

WHEREAS, if redistricting is not needed, the contract will be voided, and no additional charge will be incurred; and

WHEREAS, the agreement may be terminated by CMPDD at any time by the giving of written notice to the City of Jackson. If the agreement is terminated by CMPDD, the City of Jackson will be reimbursed an amount equal to the contribution less any costs actually incurred by CMPDD which are directly attributable to the services covered by the contract; and

WHEREAS, the City of Jackson may terminate the contract at any time by giving written notice to CMPDD of the termination. If the contract is terminated by the City of Jackson, CMPDD will be reimbursed a sum equal to the work performed which is directly attributable to the service covered by the contract; and

WHEREAS, the contract may be altered from time to time with the approval of both parties; and

WHEREAS, CMPDD shall retain ownership of all work products it develops as necessary to produce the items which CMPDD is required to produce for the City of Jackson; and

WHEREAS, the work products include, but shall not be limited to, computer disks, research materials, working papers, and other internal documents; and

WHEREAS, the City of Jackson will have full right and title to the products delivered to it by CMPDD; and

WHEREAS, CMPDD shall be paid the sum of \$25,000 for the services to be performed if redistricting is required; and

WHEREAS, no payment will be required if the placement of ward lines on the computerized mapping system and review of ward boundaries and demographics reveal that redistricting is not required.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute the contract with CMPDD to provide services related to the redistricting of the City of Jackson.