



**REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
May 21, 2024
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **REVEREND KENNETH THRASHER OF APOSTOLIC WORSHIP CENTER CHURCH, 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. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO 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-22-116 LOCATED AT 2343 HICKORY DRIVE – PARCEL #837-166-2 – \$6,438.00 – WARD 5 (KEETON, LUMUMBA)**
4. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. 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 STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-77 LOCATED AT 2441 GLENN STREET – PARCEL #208-45 – \$6,660.00 (WARD 5) (KEETON, LUMUMBA)

5. **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 APRIL 9, 2024 FOR THE FOLLOWING CASES:**

23-1209	23-1035	23-23	22-2048	24-166	23-1472	23-92
23-2130	23-2737	23-21	24-274	24-163	23-2850	23-1494
23-670	23-2735	23-20	24-34	23-2575	23-1507	24-365

6. **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 MARCH 12, 2024 FOR THE FOLLOWING CASES:**

22-1503	23-197	23-279	24-325	23-839	22-1319	22-1262
23-2420	23-196	23-2256	23-1455	24-100	23-174	24-235
22-104	22-2514	23-1376	22-509	23-2777	24-228	
22-2532	23-2782	24-322	23-844	23-1653	24-233	

7. **ORDER ACCEPTING PAYMENT OF \$3,145.09 FROM NATIONWIDE INSURANCE COMPANY ON BEHALF OF THEIR INSURED STEVEN A. KEY AS A VEHICLE DAMAGE SETTLEMENT. (D.MARTIN, LUMUMBA)**
8. **APPROVAL OF THE APRIL 23, 2024 REGULAR CITY COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**

INTRODUCTION OF ORDINANCES

ADOPTION OF ORDINANCE

9. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ORDERING THE JACKSON POLICE DEPARTMENT TO IMPOUND AND THE CITY OF JACKSON TO ACQUIRE TITLE TO ANY VEHICLES INVOLVED IN DRIVE-BY SHOOTINGS IN THE CITY OF JACKSON. (STOKES)**

REGULAR AGENDA

10. **CLAIMS (MALEMBEKA, LUMUMBA)**
11. **PAYROLL (MALEMBEKA, LUMUMBA)**
12. **ORDER REAPPOINTING SUSAN GARRARD TO THE JACKSON CONVENTION AND VISITORS BUREAU AS THE ATTRACTIONS**

INDUSTRY REPRESENTATIVE. (LUMUMBA)

13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT AND AN AMENDED QUOTED PRICE AGREEMENT WITH JAMES & ASSOCIATES, LLC TO PROVIDE GRANT MANAGEMENT ADMINISTRATIVE SERVICES FOR THE CITY OF JACKSON. (MALEMBEKA, LUMUMBA)**
14. **ORDER AUTHORIZING PAYMENT TO AUTOMATION DESIGNS & SOLUTIONS, INC, FOR TWO FINGERPRO ID KISOK SYSTEMS TO SUPPORT THE JACKSON POLICE DEPARTMENT'S IDENTIFICATION SYSTEM. (WADE, LUMUMBA)**
15. **ORDER AUTHORIZING THE DEPARTMENT OF INFORMATION TECHNOLOGY TO PROCURE A CREDIT CARD PURCHASING SYSTEM PROVIDED BY GLOBAL PAYMENTS DIRECT, INC. AND ACCEPTING THE CARD SERVICES TERMS & CONDITIONS FOR GOVERNMENT ENTITIES. (REID, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PILEUM CORPORATION FOR PROFESSIONAL IT SERVICES FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY. (REID, LUMUMBA)**
17. **ORDER REQUESTING RATIFICATION OF PREVIOUSLY PERFORMED SECURITY MONITORING SERVICES PERFORMED AT THE GROVE PARK GOLF COURSE AND APPROVING PAYMENT TO SAFEWATCH SECURITY SYSTEMS. (MUHAMMAD, LUMUMBA)**
18. **ORDER RATIFYING PAST SERVICING AND REPAIR WORK PERFORMED BY AND APPROVING PAYMENT TO LADD'S GOLF & TURF LLC FOR COMPLETED SERVICING AND REPAIRS TO A CITY OWNED JACOBSEN LF570 MOWER, LOCATED AT THE PETE BROWN GOLF FACILITY, TOTALING THIRTEEN THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS AND EIGHT CENTS (\$13,731.08) (MUHAMMAD, LUMUMBA)**
19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND MULTI-CON, INC FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S HEALTHY HOMES PRODUCTION GRANT PROGRAM. (KEETON, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO AMEND AGREEMENT WITH STAFFERS, INC. TO PROVIDE TEMPORARY STAFFING SERVICES FOR OFFICE OF THE CITY ATTORNEY. (D.MARTIN, LUMUMBA)**
21. **ORDER AMENDING THE OFFICE OF THE CITY ATTORNEY'S FISCAL YEAR 2023-2024 BUDGET. (D.MARTIN, LUMUMBA)**
22. **ORDER AUTHORIZING THE PAYMENT OF SUBSCRIPTION FEES TO LINKEDIN TO PROMOTE JOB OPENINGS FOR THE OFFICE OF THE CITY ATTORNEY. (D.MARTIN, LUMUMBA)**
23. **ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY. (D.MARTIN, LUMUMBA)**

24. ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)
25. 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)
26. RESOLUTION OF THE JACKSON CITY COUNCIL ENCOURAGING THE CITY OF JACKSON'S DEPARTMENT OF PLANNING AND DEVELOPMENT TO ISSUE A 90-DAY WARNING TO AVOID UNNECESSARY VIOLATIONS AND ENSURE PROPER ADVERTISEMENT IS SENT TO THE PUBLIC ON HOW TO USE NEW METER KIOSKS. (STOKES)

DISCUSSION

27. DISCUSSION: BED BUGS (STOKES)
28. DISCUSSION: LARKSPUR STREET (STOKES)
29. DISCUSSION: CURRENT FUNDING TO DEMOLISH BUILDINGS & CLEAN UP VACANT LOTS (HARTLEY)
30. DISCUSSION: ABANDONED PROPERTIES (FOOTE)
31. DISCUSSION: WEST COUNTYLINE (LEE)
32. DISCUSSION: PAVED STREET & POT HOLE REPAIR (BANKS)
33. DISCUSSION: PUBLIC WORKS DIRECTOR & CITY ENGINEER (BANKS)

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

Consent

Agenda

3

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO 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-22-116 LOCATED AT 2343 HICKORY DRIVE – PARCEL #837-166-2 – \$6,438.00 – WARD 5 (KEETON, LUMUMBA)

WHEREAS, on May 23, 2023, 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 February 28, 2023 for case #CE-22-116 located at 2343 Hickory Drive parcel #837-166-2 in Ward 5 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 demolition project located at 2343 Hickory Drive and

WHEREAS, Love Trucking Co., Inc. submitted the lowest bid of \$6,438.00; 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, Love Trucking Co., Inc. through its representative, Dennis Love, 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 2343 Hickory Drive in an amount not to exceed \$6,438.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office located at 761 Woodlake Drive 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 Love Trucking Co., Inc. to demolish the structure and remedy conditions on the property located at 2343 Hickory Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to \$6,438.00 shall be paid to Love Trucking Co., Inc. upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

04/11/2024
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 <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	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: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 5					
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	\$ 6,438.00					
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 (001-444-70-6446)					
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: 4/11/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Love Trucking Co., Inc. for to 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 contract and related documents for project selected and awarded to the said contractor for the following case #CE-22-116

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
Jm 4-29-24

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., TO 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-22-116 LOCATED AT 2343 HICKORY DRIVE-PARCEL #837-166-2- \$6,438.00- WARD 5 (KEETON, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Bridgette Morgan, Deputy City Attorney

4/30/24

Date

4

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. 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 STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-77 LOCATED AT 2441 GLENN STREET – PARCEL #208-45 – \$6,660.00 (WARD 5) (KEETON, LUMUMBA)

WHEREAS, the State of Mississippi received 2441 Glenn Street due to delinquent taxes;
and

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

WHEREAS, on March 8, 2022, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-77 located at 2441 Glenn Street parcel #208-45 in Ward 5 of the City of Jackson; 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, Love Trucking Co., Inc. submitted the lowest bid and through its Member, Dennis 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 2441 Glenn Street for the sum of \$6,660.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office address of 761 Woodlake Drive Jackson, Mississippi 39206 according to the information appearing on the Mississippi Secretary of State's website; and

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 2441 Glenn Street deemed to be a menace to public health, safety, and welfare;

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,660.00 shall be paid to Love Trucking Co., Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

4/9/2024
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	\$6,660.00	
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 _____ % 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: 4/9/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Love Trucking Co., Inc., 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-22-77.

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
Km 4-24-28

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. 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 STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-77 LOCATED AT 2441 GLENN STREET- PARCEL #208-45- \$6,660.00 (WARD 5) (KEETON, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Bridgette Morgan, Deputy City Attorney

4/30/24

Date

5

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 APRIL 9, 2024 FOR THE FOLLOWING CASES:

23-1209	23-1035	23-23	22-2048	24-166	23-1472	23-92
23-2130	23-2737	23-21	24-274	24-163	23-2850	23-1494
23-670	23-2735	23-20	24-34	23-2575	23-1507	24-365

WHEREAS, Section 21-19-11 of the Mississippi Code, as amended, provides that 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 April 9, 2024; 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 #23-1209: Parcel #421-115** located at 3348 Nashville 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 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.

- 2) **Case #23-2130: Parcel #621-28** located at 3133 Benson 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.

- 3) **Case #23-670: Parcel #833-249** located at 1653 Chapman 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 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.

- 4) **Case #23-1035: Parcel #628-413** located at 1636 Smallwood 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.

- 5) **Case #23-2737 Parcel #628-39** located at 2847 Woodside 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 \$1,000.00. 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. Remove trash and debris.

- 6) **Case #23-2735: Parcel #207-134** located at 175 Kimbrough 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 \$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. Remove trash and debris.

- 7) **Case #23-23: Parcel #615-67** located at 2864 Fairhill 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.

- 8) **Case #23-21: Parcel #619-134** located at 2939 Fairhill 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.

- 9) **Case #23-20: Parcel #619-131** located at 2957 Fairhill 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.

- 10) **Case #22-2048: Parcel #645-453** located at 367 Elms Court Cir.: After hearing testimony from Deangelo Gordon, hearing officer recommends that the property be held in abeyance for seven (7) days. 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 inoperative vehicle(s) or vehicle(s) parked on lawn. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 11) **Case #24-274: Parcel #433-8** located at 204 Robinhood 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 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. Remove trash and debris.

- 12) **Case #24-34: Parcel #527-572** located at 845 Berwood 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. Remove trash and debris.

- 13) **Case #24-166: Parcel #433-286** located at 4456 N. State 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 1

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

- 14) **Case #24-163: Parcel #212-24** located at 1922 Belvedere Dr.: After hearing testimony from Jeraldine Young, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Jeraldine Young shall be afforded fifteen (15) days until April 24, 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.

- 15) **Case #23-2575: Parcel #427-96** located at 743 Hickory Ridge 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: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 16) **Case #23-1472: Parcel #429-386** located at 138 Del Rio 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 3

Scope of Work: Remove trash and debris.

- 17) **Case #23-2850: Parcel #56-67-1** located at 224 Taylor 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. Remove trash and debris.

- 18) **Case #23-1507: Parcel #51-28** located at 506 Taylor 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: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 19) **Case #23-92: Parcel #822-167** located at 4914 Sunnybrook 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 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 #23-1494: Parcel #611-319** located at 3703 Gretchen 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.

- 21) **Case #24-365: Parcel #698-122** located at 1131 Mclean 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 as needed. 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

04/11/24
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 <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: 20%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 15%;">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>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE</td> <td>_____ %</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 _____																											

MEMORANDUM

TO: Mayor Choke A. Lumumba

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

From: Community Improvement
Planning and Development

DATE: April 11, 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.

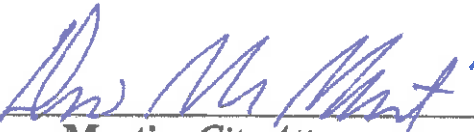
OFFICE OF THE CITY ATTORNEY
Jm-1-29-24

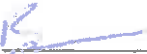
Office of the City Attorney

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 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 APRIL 9, 2024 FOR THE FOLLOWING CASES: 23-1209 23-2130 23-670 23-1035 23-2737 23-2735 23-23 23-21 23-20 22-2048 24-274 24-34 24-166 24-163 23-2575 23-1472 23-2850 23-1507 23-92 23-1494 24-365 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*
Bridgette Morgan, *Deputy City Attorney* 

4/30/24
Date

6

OFFICE OF THE CLERK OF COURTS
JL 3/20/24

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 MARCH 12, 2024 FOR THE FOLLOWING CASES:

22-1503	23-197	23-279	24-325	23-839	22-1319	22-1262
23-2420	23-196	23-2256	23-1455	24-100	23-174	24-235
22-104	22-2514	23-1376	22-509	23-2777	24-228	
22-2532	23-2782	24-322	23-844	23-1653	24-233	

WHEREAS, Section 21-19-11 of the Mississippi Code, as amended, provides that 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 March 12, 2024; 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 #22-1503: Parcel #212-23** located at 1932 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 5

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

- 2) **Case #23-2420: Parcel #210-101** located at 2544 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 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.

- 3) **Case #22-104: Parcel #425-545** located at 3535 Mosely 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 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.

- 4) **Case #22-2532: Parcel #70-18-7** located at 280 E. Fortification 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.

- 5) **Case #23-197 Parcel #59-7** located at 139 Livingston St.: After hearing testimony from James Clark, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, James Clark shall be afforded thirty (30) days until April 11, 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 7

Scope of Work: Remove trash and debris.

- 6) **Case #23-196: Parcel #59-6-1** located at 147 Livingston St.: After hearing testimony from James Clark, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, James Clark shall be afforded thirty (30) days until April 11, 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 7

Scope of Work: Remove trash and debris.

- 7) **Case #22-2514: Parcel #59-15** located at 149 Livingston St.: After hearing testimony from James Clark, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, James Clark shall be afforded thirty (30) days until April 11, 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 7

Scope of Work: Remove trash and debris.

- 8) **Case #23-2782: Parcel #721-341** located at 5109 Pennswood 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 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.

- 9) **Case #23-279: Parcel #56-22-13** located at 235 Decelle St.: After hearing testimony from Don Causey, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Don Causey shall be afforded ninety (90) days until June 10, 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 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.

- 10) **Case #23-2256: Parcel #427-176** located at 4122 Liberty Hill 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 3

Scope of Work: Remove trash and debris.

- 11) **Case #23-1376: Parcel #430-8-16** located at 3725 Northhaven 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.

- 12) **Case #24-322: Parcel #116-135** located at 143 Georgia 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.

- 13) **Case #24-325: Parcel #116-158** located at 227 Georgia Ave.: After hearing testimony from Mahalia Ward, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Mahalia Ward shall be afforded fourteen (14) days until March 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 3

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

- 14) **Case #23-1455: Parcel #101-122-16** located at 2947 Bishop St.: After hearing testimony from Alvin Day & Larry Lacey, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Alvin Day & Larry Lacey shall be afforded thirty (30) days until April 11, 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 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.

- 15) **Case #22-509: Parcel #422-199** located at 1024 W. Mayes St.: After hearing testimony from Luther Baldrige Jr. & Artie Daniel, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Luther Baldrige Jr. & Artie Daniel shall be afforded fourteen (14) days until March 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 3

Scope of Work: Remove trash and debris.

- 16) **Case #23-844: Parcel #421-248** located at 1323 W. Mayes 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 3

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.

- 17) **Case #23-839: Parcel #421-309** located at 3126 Livingston 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 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.

- 18) **Case #24-100: Parcel #125-40** located at 160 Kolb 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.

- 19) **Case #23-2777: Parcel #163-78** located at 1420 Cox 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.

- 20) **Case #23-1653: Parcel #643-48** located at 3864 Faulk Blvd.: After hearing testimony from Nnamdi Cummings, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Nnamdi Cummings shall be afforded fourteen (14) days until March 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 5

Scope of Work: Remove trash and debris.

- 21) **Case #22-1319: Parcel #126-71** located at 316 Eastview 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.

- 22) **Case #23-174: Parcel #820-44** located at 1618 Reddix 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: Remove trash and debris.

- 23) **Case #24-228: Parcel #59-10-10** located at 1610 N. Mill 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

- 24) **Case #24-233: Parcel #77-28** located at 502 N. Mill St. Unit 14: 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.

- 25) **Case #22-1262: Parcel #73-39** located at 757 N. Mill 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 \$1,000.00. 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.

- 26) **Case #24-235: Parcel #86-14** located at 218 N. Mill St.: After hearing testimony from Farice Daigle, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Farice Daigle shall be afforded fourteen (14) days until March 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 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.

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

03/26/24
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 <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING																																													
10.	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	_____																																							
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

MEMORANDUM

TO: Mayor Choke A. Lumumba

Via: Jhai Keeton
Interim Director, Planning and Development

From: Community Improvement
Planning and Development

DATE: March 26, 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

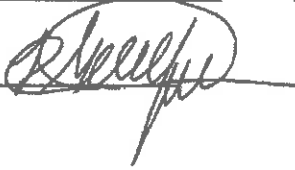
OFFICE OF THE CITY ATTORNEY
DM 4/29/24
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE MENANCE TO PUBLIC, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARING HELD MARCH 12, 2024 FOR THE FOLLOWING CASES: 22-1503 23-2420 22-104 22-2532 23-197 23-196 22-2514 23-2782 23-279 23-2256 24-322 24-325 23-1455 22-509 23-844 23-839 24-100 23-2777 23-1653 22-1319 23-174 24-228 24-233 22-1262 24-235 23-1376 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Kristie Metcalfe, Deputy City Attorney



4/30/24
Date

7

ORDER ACCEPTING PAYMENT OF \$3,145.09 FROM NATIONWIDE INSURANCE COMPANY ON BEHALF OF THEIR INSURED STEVEN A. KEY AS A VEHICLE DAMAGE SETTLEMENT.

OFFICE OF THE CITY ATTORNEY
[Handwritten signature]

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$3,145.09 as a vehicle property damage by Risk Management for damages sustained to City of Jackson vehicle SUV-0087 on July 25, 2023.

04/16/2024
{TBP}

Consent Agenda Item # **7**
May 21, 2024
(D.Martin, Lumumba)

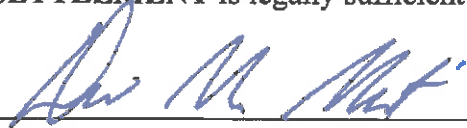
Office of the City Attorney

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

Handwritten signature in blue ink, oriented vertically. To its right, the text "OFFICE OF THE CITY ATTORNEY" is printed vertically.


OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING PAYMENT OF \$3,145.09 FROM NATIONWIDE INSURANCE COMPANY ON BEHALF OF THEIR INSURED STEVEN A. KEY AS A VEHICLE DAMAGE SETTLEMENT is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*

4/29/24
DATE



Carrie Johnson, *Senior Deputy City Attorney*

f.u.m.

4/24/24
DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

04/16/2024

DATE

POINTS		COMMENTS						
1.	1. Brief Description/Purpose	ORDER ACCEPTING PAYMENT OF \$3,145.09 FROM NATIONWIDE INSURANCE COMPANY ON BEHALF OF THEIR INSURED STEVEN A. KEY AS A VEHICLE DAMAGE SETTLEMENT						
2.	Public Policy Initiative 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	City of Jackson						
4.	Benefits	N/A						
5.	Schedule (beginning date)	N/A						
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A						
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney						
8.	COST	\$3,145.09						
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>							
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>

City of Jackson



SETTLEMENT REPORT

BATCH: 12894
CHECK: Macdarrail poullard
DATE: 04/12/2024 09:45:02

DEPOSIT	TENDER	TYPE	COUNT	SYSTEM AMOUNT	DRAWER AMOUNT	DIFFERENCE
CHECK			1	3,145.09	3,145.09	0.00
TOTAL RECEIVED						
				3,145.09		
TOTAL CHANGE DUE						
				0.00		
TOTAL CASH						
				0.00		
TOTAL CHECKS						
				3,145.09		

Macdarrail poullard

REVIEWER



CHECK DETAIL REPORT

INTE: 12894
CLERK: MacDuffell, Poulard
DATE: 04/12/2024 09:45:02

TRANSACTION	SEQUENCE	CHECK NUMBER	PAYMENT MESS	SYSTEM AMOUNT
	1	20183396	SUBRO PAYMENT FOR JP	3,145.09
TOTALS			# OF TENDERS: 1	3,145.09



**CITY OF JACKSON
CLAIMS/RISK MANAGEMENT DIVISION
REVENUE TRANSMITTAL FORM**

DATE: 4/9/2024

RECEIVED FROM: Nationwide Insurance Company (Steven Key)
Insurance Company 9 Claimant 9 Bank 9 Overpayment 9 Other 9

Comments: Claim # 15068 D/L: 7/25/2023 Vehicle #
Division#: 001 442 40 6316

- 9 COUNCIL ORDER
- 9 REIMBURSEMENT/REFUND
- 9 LIABILITY

Financial Data:

Check# 20183396 \$ 3,145.09
 Check# _____ \$ _____
 \$ _____

TOTAL DEPOSIT \$ <u>3,145.09</u>

<u>Account Number (s)</u>	<u>Description of Payment</u>	<u>Amount Paid</u>
<u>407926765</u>	<u>SUV-0087</u>	<u>\$3,145.09</u>
_____	_____	_____
_____	_____	_____

Prepared by: Mac Darrell Poullard



RECEIVED
MAR 04 2024
RISK MANAGEMENT

Nationwide Insurance
PO BOX 182166
COLUMBUS, OH 43218-2166
1-800-421-3535

Policy Holder: SANDI KEY
Policy Number: 6323J 050952
Contract Number:

Claim Key: 938655-GO
Check Number: 20183396
Check Issued: 02-28-2024 jonec66

Below Check Covers Items Indicated

Company: NATIONWIDE INSURANCE COMPANY OF AMERICA

Payment of \$3145.09 is being paid under the Liability - Property Damage coverage for the damages reported on this policy.

Vehicle Details: 2016 FORD EXPLORER
Nationwide Claim 938655-GO

Memo: Nationwide Claim 938655-GO

If you have questions about this check please contact Christina Jones 919-278-9138

Claimant Name: CITY OF JACKSON

20025003508012



Detach Stub Before Cashing And Keep For Your Record

THIS IS WATER MARKED PAPER - HOLD TO LIGHT TO VERIFY WATERMARK

Nationwide Insurance
PO BOX 182166
COLUMBUS, OH 43218-2166
1-800-421-3535



Nationwide

Check No: 20183396
Date: 02-28-2024
Void if Not Cashed Within 180 Days
Ref: 938655-GO
20183396

63009.00.0423.0

56,1544
421

PAY EXACTLY

THREE THOUSAND ONE HUNDRED FORTY -FIVE AND 09/100 DOLLARS

Pay To The Order Of
CITY OF JACKSON
PO BOX 17
JACKSON MS 39205-0017

\$*3,145.09*

JPMorgan Chase Bank, N.A.
Columbus, OH

Authorized Signature

⑈ 20183396⑈ ⑆044115443⑆

976485235⑈



Nationwide

RECEIVED
MAR 04 2024
RISK MANAGEMENT

Nationwide Insurance
PO BOX 182166
COLUMBUS, OH 43218-2166
1-800-421-3535

Policy Holder: SANDI KEY
Policy Number: 6323J 050952
Contract Number:

Claim Key: 938655-GO
Check Number: 20183396
Check Issued: 02-28-2024 jonec66

Below Check Covers Items Indicated

Company: NATIONWIDE INSURANCE COMPANY OF AMERICA

Payment of \$3145.09 is being paid under the Liability - Property Damage coverage for the damages reported on this policy.

Vehicle Details: 2016 FORD EXPLORER
Nationwide Claim 938655-GO

Memo: Nationwide Claim 938655-GO

If you have questions about this check please contact Christina Jones 919-278-9138

Claimant Name: CITY OF JACKSON

Detach Stub Before Cashing And Keep For Your Record

G-2002-2D-0423-00

20025003508012



THE CITY OF
JACKSON
MISSISSIPPI
OFFICE OF THE CITY ATTORNEY
Risk Management Division

February 8, 2024

Nationwide
ATTN: Zachary Ingle, Claims
P O Box 182068
Columbus, OH 43218-2068

Re: Damages to the City of Jackson Property
Date of Accident: 7/25/2023
Description of Property: Vehicle damage
Location: I-55 North heading near Fortification St Exit
Your Insured: Steven A. Key **Our claim#:** 15068
Your Claim#: 938655GO
Amount of Lien: \$2,895.09 - vehicle repairs
 \$ 250.00 - Loss of use
 \$3,145.09 - Total

Dear Mr. Ingle:

The City of Jackson has completed the investigation of the above captioned claim. Based on our findings, your insured is responsible for the accident. The City of Jackson is seeking full reimbursement for the cost of repairs.

Attached, you will find a copy of the estimate for the cost of repairs, please make the check payable to the City of Jackson, and send it to the following address:

City of Jackson
ATTN: Risk Management Division
PO Box 17
Jackson, MS 39205-0017

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to call me at (601) 960-1738.

Sincerely,



Dornice W. Thurman, Claims Investigator
Risk Management Division

DWT

Enclosures

Jenkins Automotive

Jenkins Automotive
 1120 England Road
 Jackson, MS 39209
 Business Phone: (601) 874-0440
 dougmontrel@gmail.com

Estimate

Est # 135
 ID # 13629535



Vehicle Info
 2016 Ford -Explorer Police
 Interceptor
 1FM5K8AR7GGA63203
 Body Type: 4 Door Utility
 Engine: 3.7L 6 Cyl Gas Injected
 Drive Type: AWD

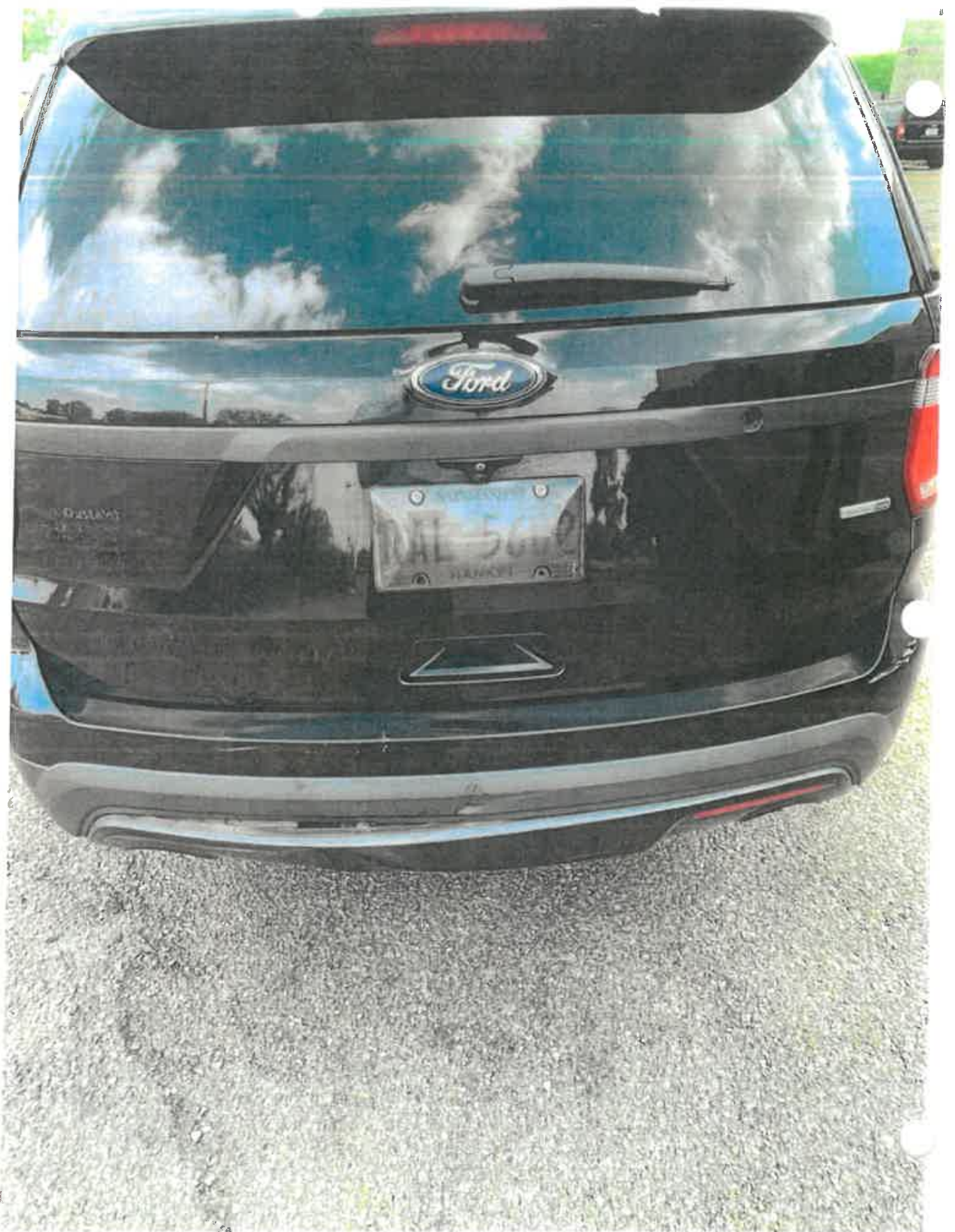
Owner
 Jackson Police Department

Insurance Company
 Inspection Date: 08/28/2023
 Repair Days: 3

	Oper	Description	Part Number	Price	Labor
REAR BUMPER					
1	Replace	REAR LWR BUMPER COVER Includes R&I Bumper Cover Assy	FB5Z 17F828 A	\$451.14	Included
2	Replace	REAR UPR BUMPER COVER 1 hrs. Clearcoat, 0.5 hrs. Edging, 1.2 hrs. Blend Includes R&I Bumper Cover Assy	FB5Z 17K835 ADPTM	\$557.55	Included 2.4 hrs. Paint panel 2.7 hrs. Refinish
3	Replace	REAR LWR BUMPER VALANCE PANEL 0.5 hrs. Clearcoat, 0.5 hrs. Edging, 0.6 hrs. Blend w/Bumper Cover Assy Removed, Included in R&R Lower Bumper Cover	FB5Z 17K835 EPTM	\$274.22	Included 1.2 hrs. Paint panel 1.6 hrs. Refinish
4	Replace	REAR BUMPER ENERGY ABSORBER	FB5Z 17C882 B	\$162.93	Included
	Overhaul	O/H BUMPER COVER ASSY (INCLUDES R&I) (REAR BUMPER COVER ASSY)			2.8 hrs. Body
6	Replace	L REAR INR BUMPER BRACKET w/Bumper Cover Assy Removed, Not Included in O/H, Included in R&R Quarter Panel	FB5Z 17D943 A	\$34.82	0.2 hrs. Body
7	Replace	R REAR INR BUMPER BRACKET w/Bumper Cover Assy Removed, Not Included in O/H, Included in R&R Quarter Panel	FB5Z 17D942 A	\$31.33	0.2 hrs. Body
8	Replace	FLEX ADDITIVE		\$10.00	
9	Other	HAZARDOUS WASTE REMOVAL Sublet - Nontaxed			
				\$5.00	

Totals

Type	Labor Time	Cost	Total	Taxable
Body Labor	3.2	\$80.00	\$256.00	
Paint Labor	7.9	\$80.00	\$632.00	
Paint Supplies	7.9	\$42.00	\$331.80	✓
Nontaxed			\$5.00	
OEM Parts			\$1,511.99	✓
Other Parts			\$10.00	✓
Taxable Amount			\$1,853.79	
Tax	8%		\$148.30	
Nontaxable Amount			\$893.00	
Grand Total			\$2,895.09	







8

Adoption Of Ordinances

9

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
ORDERING THE JACKSON POLICE DEPARTMENT TO IMPOUND AND THE
CITY OF JACKSON TO ACQUIRE TITLE TO ANY VEHICLES INVOLVED IN
DRIVE-BY SHOOTINGS IN THE CITY OF JACKSON

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

WHEREAS, the incidence of drive-by shootings and the readily available means of identification of such vehicles make it evident exactly what vehicles are being involved in these drive-by shootings in the City of Jackson; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the owners of these vehicles be relieved of the ownership of these vehicles to increase the likelihood that these type of crimes do not continue in the City of Jackson.

THEREFORE, IT IS HEREBY ORDERED, the City Council of Jackson, Mississippi hereby orders the Jackson Police Department to impound and the City of Jackson to acquire title to any vehicles involved in drive-by shootings in the City of Jackson.

Agenda Item #
May 21, 2024
(Stokes)

9

Claims

Payroll

Regular Agenda

12

ORDER REAPPOINTING SUSAN GARRARD TO THE JACKSON CONVENTION AND VISITORS BUREAU AS THE ATTRACTIONS INDUSTRY REPRESENTATIVE.

WHEREAS, during the 2019 Mississippi Legislative Session, local and private legislation, namely House Bill 1706, was signed into law, which allows for the reconstitution of the Jackson Convention and Visitors Bureau; and

WHEREAS, the term of this constituency group of the Jackson Convention and Visitors Bureau expired on August 3, 2023; and

WHEREAS, thereafter the bureau shall consist of nine (9) members, who shall be appointed, qualify and take office within ninety (90) days after July 1, 2019, and the appointments to the bureau and, if applicable, the initial terms of the appointments made on or after July 1, 2019, shall be as follows: (a) the two (2) hotel/motel members representing hotel or motel properties located within the city limits of Jackson, Mississippi, who are members of the Capital Center Convention Center Commission; (b) the two (2) restaurant members appointed who are members of the Capital Center Convention Center Commission; (c) one (1) member representing the business community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Jackson Chamber of Commerce the Jackson Convention and Visitors Bureau consist of nine (9) members, for a term of five (5) years; (d) One (1) member representing the arts community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years; (e) One (1) member representing the education community appointed by the mayor with confirmation by the council for a term of four (4) years; (f) One (1) member representing the attractions industry in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be residents of the City of Jackson appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Metro Jackson Attractions Association; (g) One (1) at-large member appointed by the mayor with confirmation by the council for a term of four (4) years; and

WHEREAS, Susan Garrard, after evaluation of her qualifications, has been nominated by the Mayor to be reappointed to the bureau as the Attractions Industry Representative.

IT IS THEREFORE ORDERED that the Mayor's reappointment of Susan Garrard to the Jackson Convention and Visitors Bureau be confirmed with said term to expire August 3, 2027.

Agenda Item #
May 21, 2024
(Lumumba)

12

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This is **ORDER PEAPPOINTING SUSAN GARRARD TO THE JACKSON CONVENTION AND VISITORS BUREAU AS THE ATTRACTIONS INDUSTRY REPRESENTATIVE** legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney* _____



Date

13

Sum 5/14/24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT AND AN AMENDED QUOTED PRICE AGREEMENT WITH JAMES & ASSOCIATES, LLC TO PROVIDE GRANT MANAGEMENT ADMINISTRATIVE SERVICES FOR THE CITY OF JACKSON

WHEREAS, on July 20, 2021, the Jackson City Council approved an Order authorizing the Mayor to execute a Program Management and Public Assistance Grants Management James & Associates, LLC Agreement with James & Associates, LLC to provide services to enhance and support the City of Jackson's grant management and program management operations; and

WHEREAS, the July 20 Order authorized incentive-based compensation at the rate of \$150.00 per hour, not to exceed the amount of Sixty Thousand Dollars and No Cents (\$60,000) and not to exceed the five percent (5%) federal administrative fee for services rendered from the main office of James & Associates, LLC and on-site at the facilities of the City of Jackson and will not exceed the allowable and allocable indirect costs of the grants secured and managed under said agreement, commencing upon execution, and ending three years after execution but shall not exceed 1,500 hours; and

WHEREAS, the previous agreement was amended on October 26, 2021, to adjust the not to exceed amount of Sixty Thousand Dollars and No Cents (\$60,000) to a not to exceed amount of Three Hundred Thousand Dollars and No Cents (\$300,000) based on additional management and monitoring services associated with American Rescue Plan Act (ARPA) of 2021 expenditures; and

WHEREAS, the purpose of entering into this agreement is for additional hours to complete requests for additional public assistance from FEMA and MEMA; and

WHEREAS, James and Associates, LLC, with its principal office at Briarwood Drive, Suite B, Jackson, Mississippi 39206, will receive incentive-based compensation at the rate of \$150.00 per hour not to exceed 1,500 Either party may terminate this agreement at any time upon thirty (30) day notification; and

WHEREAS, either party may terminate this agreement any time upon thirty (30) day notification. Upon termination, James and Associates, LLC shall be entitled to receive compensation for any work accrued, but not paid by the City. The City may, at its option, agree to renew, extend and revise this agreement prior to its expiration; and

WHEREAS, the City shall indemnify, defend, and hold harmless the James & Associates, LLC against claims, liabilities, damages, losses, or other obligations that may arise from the City's actions under the agreement. The James & Associates, LLC shall indemnify, defend, and hold harmless the City against claims, liabilities, damages, losses, or other obligations that may arise from the James & Associates, LLC's actions under the agreement; and

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

IT IS HEREBY ORDERED that the Mayor is authorized an Amended Quote Price Agreement and a Professional Services Agreement with James & Associates, LLC, 246 Briarwood Drive, Suite 102, Jackson, Mississippi 39206, to provide additional hours to complete requests for additional public assistance from FEMA and MEMA at the rate of \$150.00 per hour not to exceed 1,500 hours, to begin on the date of contract execution and ending until services are completed

Agenda Item # 13
May 21, 2024
(Malembeka Lumumba)

which is usually a minimum of three years or upon project close out of the FEMA Public Assistance Program but shall not exceed 1,500 hours.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 22, 2024
DATE

POINTS		
1.	Brief Description/Purpose	ORDER TO AMEND THE ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROGRAM MANAGEMENT AND PUBLIC ASSISTANCE GRANTS MANAGEMENT CONSULTANT AGREEMENT WITH JAMES & ASSOCIATES, LLC TO EXTEND THE LENGTH OF THE AGREEMENT.
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	City of Jackson
4.	Benefits	To continue the work of recovering reimbursement funds from FEMA and MEMA, etc.
5.	Schedule (beginning date)	Upon Approval of Council
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS CITY WIDE
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	CFO's Office/ Department of Administration and Finance
8.	COST	\$150/ hr. for 1,500 hours
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	391.40193.6419
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 _____

MEMORANDUM

TO: Mayor Chokwe Lumumba

FROM: Fidelis Malembeka, Chief Financial Officer

DATE: April 22, 2024

RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT AND AN AMENDED QUOTED PRICE AGREEMENT WITH JAMES & ASSOCIATES, LLC TO PROVIDE GRANT MANAGEMENT ADMINISTRATIVE SERVICES FOR THE CITY OF JACKSON.

The agenda item which accompanies this memo requests that the City Council authorizes the Mayor to execute a professional services agreement and an amended quoted price agreement with James & Associates, LLC to provide grant management administrative services for The City of Jackson.

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 is ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT AND AN AMENDED QUOTED PRICE AGREEMENT WITH JAMES & ASSOCIATES, LLC TO PROVIDE GRANT MANAGEMENT ADMINISTRATIVE SERVICES FOR THE CITY OF JACKSON legally sufficient for placement in NOVUS Agenda.

Drew M. Martin
Drew Martin, City Attorney
Sondra Moncure, Special Assistant S.M.

5/14/24
Date

FILED IN THE CITY ATTORNEY
5/14/24

Professional Services Agreement (Program Management and Public Assistance Grants Management Consulting Services)

This consulting agreement (the "Agreement") is made and entered on _____ day of _____ (the "Effective Date") by and between James & Associates, LLC, having its principal place of business 246 Briarwood Drive, Suite B, Jackson, MS 39206 (hereinafter referred to as the "Consultant") and the City of Jackson (hereinafter referred to as the "Client").

1. Services

The Consultant will provide services to enhance and support the City of Jackson's grant management and program management operations, which may include but are not limited to:

- Administer and manage the City's Public Assistance Funding and other grant funding sources.
- Assisted city(s) in identifying and managing Community Development Block Grant Disaster Programs and ARPA funds
- Developed a process/system for disaster recovery program (i.e. documentation, procurement, contractors, payroll, grant support)
- Developed a process/system for disaster recovery program (i.e., procured goods and services, timekeeping, force account labor and equipment, disaster debris monitoring services)
- Assisted in the preparation of project estimates and scopes of work
- Assisted the city with financial reimbursement and reporting processes required by FEMA
- Assisted city with force account labor eligible expenses and project cost accounting
- Provided oversight of contractors' billing to ensure all costs eligible for grant funding are documented and claimed
- Performed interval review and reconciliation of actual project spending to ensure project costs are accurately captured
- Assisted city in the response to OIG audits and/or reviews
- Assisted city(s) in the review of purchasing policies to ensure compliance with eligible cost reimbursement
- Developed processes for ensuring compliance related to contract monitoring and contract close-out as required by federal, state, or other agencies
- Developed processes for applicant(s) to properly collect data and document information as necessary to optimize compliance with federal, state or other agencies
- Reviewed city insurance coverage in order to ensure compliance with laws, regulations and guidelines
- Assisted city to ensure no duplication of funding or submissions when multiple funding sources were utilized
- Assisted city(s) in ensuring hazard mitigation programs complied with laws, regulations and guidelines local state and federal.
- Provided services related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review and test of plans related to future events

The scope of services will be subject to change from time to time as agreed to between the Consultant and the Client. Within 15 days of commencement of field work, the Consultant will develop a schedule of specific work that will be performed along with a timeline.

The Consultant will also provide briefings, updates and other forms of communication to keep the Client informed regarding the progress of the work.

The Consultant will perform the services in a competent and professional manner. The Consultant will comply with applicable laws.

2. Compensation and Reimbursement

The Client agrees to pay the Consultant a rate \$150 per hour not to exceed 1,500 hours in administrative fee for services rendered from the Consultant's main office and on-site at the Client's facilities and will not exceed the allowable indirect cost of the grants being managed. The Consultant agrees to invoice the Client bi-weekly or monthly, payable in 30 days but no later than 45 days after receipt of the invoice and inspection of services. The Consultant can request reimbursement for travel-related expenses that are incurred with the performance of this agreement, subject to the prior approval of the governing authority for the city. The city will not have any out-of-pocket expenses for consulting services as our fees are paid with federal administrative dollars.

3. Term and Termination

This agreement will commence on the effective date set forth and continue until the services are completed, which is usually a minimum of three years or upon project close out of the FEMA Public Assistance Program. Either party may terminate this agreement at any time upon thirty (30) day notification. Upon termination, the Consultant shall be entitled to receive compensation for any work accrued, but not paid by the Client. The Client may at its option agree to renew, extend and revise this agreement prior to its expiration.

4. Confidential Information

Both parties acknowledge that there is an exchange of confidential and proprietary information associated with this agreement. Confidential and proprietary information may include documents, communications, plans, processes, formulations, data, know-how, financial information, techniques, methods, customers, suppliers, partners, patents, trademarks, designs, and other forms of tangible or intangible artifacts owned by the Client. Confidential and proprietary information does not include information within the public domain, information that has been publicly known prior to the execution of this agreement, or information that the Consultant developed independent of any confidential information.

The Consultant will not divulge, disseminate, publish or otherwise disclose any information without the prior consent of the Client. The Consultant will not use any information for purposes other than the performance of services described in this agreement. The Client agrees to not disclose confidential information to the Consultant except to the extent that the Consultant requires this information to fulfill the obligations within this agreement.

If the Client has any concerns over the sharing of sensitive information and requires additional control measures, the Consultant will establish secured means of information sharing that are mutually agreeable to both parties. These control measures may include restricting who can copy, print, or change documents during the course of the engagement.

5. Indemnification

Notwithstanding other provisions of this agreement, the Client shall indemnify, defend and hold harmless the Consultant against claims, liabilities, damages, losses or other obligations which may arise from the Client's actions under the agreement. The Consultant shall indemnify, defend and hold harmless the Client against claims, liabilities, damages, losses or other obligations which may arise from the Consultant's actions under the agreement.

6. Relationship of Parties

The parties agree that this agreement creates an independent contractor relationship, not an employment relationship. Neither party is, nor shall claim to be, a legal agent, representative, partner, or employee of the other, and neither shall have the right or authority to contract in the name of the other, nor shall it assume or create any obligations, debts, accounts or liabilities for the other.

7. Role of the Consultant

The Consultant will not make management decisions on behalf of the Client. The role of the Consultant shall be advisory in nature with no perceived conflicts of interest prior to, during or after the engagement with the Client. This role will also extend to any third parties that the Consultant may use during the course of the engagement.

8. Quality Assurance and Control

In an effort to ensure that the Consultant provides high quality work, the Client will assign someone of sufficient knowledge and expertise to review and approve the work of the Consultant. In the event that the Consultant uses a third party, the Consultant is responsible for the quality of the work delivered by the third party.

9. Primary Points of Contact

For purposes of executing this agreement, the primary points of contact between the Consultant and the Client are:

Consultants
James & Associates, LLC
246 Briarwood Drive, Suite 102
Jackson, MS 39206
Phone: 601-316-1444
Email: tyrone@governmentsrvs.com

Client

Any notices or other communications will be directed to these primary points of contact by appropriate means which may include email, phone, regular mail or expedited mail.

10. Governing Law

This agreement shall be construed and interpreted in accordance with the laws of the State of Mississippi.

11. Entire Agreement

This agreement represents the entire understanding of the parties superseding all prior agreements, understandings and discussions whether conveyed orally or in writing, and there are no other warranties, commitments, understandings or representations with respect to this agreement.

I represent that I have the authority to enter into this agreement:

Consultant

Client

Title: **Partner**

Signature: _____

Title: _____

14

**ORDER AUTHORIZING PAYMENT TO AUTOMATION
DESIGNS & SOLUTIONS, INC, FOR TWO FINGERPRO ID
KISOK SYSTEMS TO SUPPORT THE JACKSON POLICE
DEPARTMENT'S IDENTIFICATION SYSTEM.**

4/18/24 J. WADDEY

WHEREAS, the Jackson Police Department (JPD) requires equipment and software for the Identification System for the City of Jackson's ID Unit located at JPD Headquarters'; and

WHEREAS, the Jackson Police Department solicited quotes for two (2) Palm Live Scan FingerPro ID Kiosk systems; and

WHEREAS, Automation Designs & Solutions, Inc. submitted a quote for two (2) Palm Live Scan FingerPro ID kiosk system including (a) Thales MultiScan-Plam/10 Print Livescan; (b) FingerPro ID Software for Plam/10Print Capture; (c) TOT Package Includes Criminal Arrest, Civil Applicant, and Sex Offender Registration; (d) Computer with three year Lenovo Depot Warranty with 22" Monitor; (e) E-Seek ID Reader; (f) Printer with additional tray; (g) Print to Card Software; (h) Topaz signature pad for FingerPro ID and Thales Plamscan; (i) Five-year warranty for FingerPro ID and Thales Plamscan; (j) Import/Export to Jail Tracker. (The sample file must be provided by the software intended for configuration for export to FingerPro ID); (k) Topaz signature pad for electronic signature capture; and

WHEREAS, Automation Designs & Solutions, Inc offers said equipment and support at a cost of \$4,995.00/per device for five (5) years; therefore, the total cost for the first year for two devices with on-site installation and setup is \$12,140.00 (total price includes \$150.00 shipping fee) and for the remaining four years at a cost of \$9,990.00; and

WHEREAS, Automation Designs & Solutions, Inc. represents that the FBI has certified that this product meets specifications listed in Appendix F of the FBI's Next Generations Identification System Image Quality Specification; and

WHEREAS, IDEMA Identity & Security USA, LLC also submitted a quote for the LiveScan System Desktop Tenprint/Palm Capture, including (a) IDEMA LiveScan System Software; (b) FBI Appendix F Certified Tenprint/Pam 550PPI Scanner with Moisture Discriminating Optics Scanner (MDO) Block Technology; (c) UPS; (d) Standard MS defined Workflows and profiles; (e) computer, monitor, and keyboard; (f) installation/on-site training; (g) one-year warranty and (h) freight for that total cost of \$16,6175 per unit; and

WHEREAS, Automation Design & Solutions, Inc., located at 1070 Lake Village Circle, Suite D, Brandon, MS 39047, submitted the lowest and best quote and is in good standing to do business in the state; and

WHEREAS, the Jackson Police Department proposes that the City of Jackson purchase two devices with on-site installation and setup at \$12,140.00 (total price includes \$150.00 shipping fee) and for the remaining four years at a cost not to exceed \$9,990.00 including a five-year warranty.

IT IS HEREBY ORDERED the Jackson Police Department is authorized to purchase two devices with on-site installation and setup at a cost not to exceed \$12,140.00 (total price includes \$150.00 shipping fee) for the first year and for the remaining four years at a cost not to exceed \$9,990.00, which includes a five year warranty from Automation Designs & Solutions, Inc.

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

APPROVED FOR AGENDA:

By: WADE, LUMUMBA.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 5, 2024

DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	Order Authorizes Acceptance of Quote from . Automation Design & Solutions, Inc. (AD&S) for Equipment and Software Related to FingerPro ID System which is design to safely house JPD's ID System.			
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 & Improves the Quality of Life			
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)	Upon approval			
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	ALL WARDS CITYWIDE			
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	\$12,140 Installation and setup which includes a 5-year warranty.			
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"/> 	*JPD Budget Account Number #001.442.30.6231			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER WAIVER WAIVER WAIVER WAIVER	yes ___ no ___ yes ___ no ___ yes ___ no ___ yes ___ no ___ yes ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___

OFFICE OF THE CITY ATTORNEY
4/18/24 *A.M.*

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 TO AUTOMATION DESIGNS & SOLUTIONS, INC. FOR TWO FINGERPRO ID KISOK SYSTEMS TO SUPPORT THE JACKSON POLICE DEPARTMENT'S IDENTIFICATION SYSTEM** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* *A.M.*

4/29/24
Date



AD&S INC.

Automation Designs & Solutions, Inc.

1070 Lake Village Circle, Suite D
Brandon, MS 39047
Office: (601) 992-4121
Fax: (601) 992-4645
www.fingerpro.net



Date:	Account Manager:	Phone:	Email:	Fax:	Quote #
3/27/24	Chrissy Ramirez	601-992-4121	cramirez@fingerpro.net	601-992-4645	MS03272024JAC1

Quote To: Jackson Police Department
Address: 327 E. Pascagoula St.
Jackson, MS 39201

Attention: Commander Abraham Thompson
Phone:
Cell:
Email: athompson@city.jackson.ms.us

Qty	CMT Part #	Description	Unit Price	Extended
2	Installation / Training	Onsite installation and setup for FingerPro ID kiosk system.	\$5,995.00	\$11,990.00

Ongoing Charges

2	Palm Live Scan FingerPro ID Kiosk System *	<p>Powder-coated steel kiosk designed to safely house your entire FingerPro ID system. Features an adjustable height encasing for your scanner.</p> <p>Includes:</p> <ol style="list-style-type: none"> 1. Thales MultiScan-Palm/10 Print Livescan. 2. FingerPro ID Software for Palm/10 Print Capture. 3. TOT Package includes Criminal Arrest, Civil Applicant, and Sex Offender Registration. 4. Computer with 3 Year Lenovo Depot Warranty with 22" Monitor. 5. E-Seek ID Reader 6. Printer with additional tray. 7. Print to Card Software. 8. Topaz signature pad for electronic signature capture 9. Five year warranty for FingerPro ID and Thales PalmScan. 10. Import / Export to Jail Tracker. (The sample file must be provided by the software intended for configuration for export to FingerPro ID) 11. Topaz signature pad for electronic signature capture. 	4995.00/ Per year, 4 years	\$9,990.00
	*	The FBI has certified that this product meets specifications listed in Appendix F of the FBI's Next Generations Identification System Image Quality Specification.		

New Customer Current Customer

Sales Tax: Non Exempt Exempt

If Tax Exempt, Certificate Must be Supplied.

Terms:

1. Prices are valid for 45 days.
2. Prices are valid only for the purchase of two kiosks.
3. Payment Terms for Onsite Installation/ Setup/ Training: Net 30 days from
4. Yearly payments for four years are due by January 15th of each year following the installation/training date.

Subtotal:	\$11,990.00
Sales Tax	
Shipping:	\$150.00
Other:	
TOTAL:	\$12,140.00

Quote Presented By: Chrissy Ramirez Date: 3/27/2024

Quote Accepted By: _____
Name Title Signature



Solution Description and Pricing

IDEMIA offers the equipment and services described in Tables 1- 1. Tables 1-2 shows Tenprint (Fingerprint)/Palm Capture. Tables 3 shows Tenprint (Fingerprint) only capture.

Tenprint/Palm Capture - Table 1 - Table 1

JD

Tenprint/Palm Capture - Desktop		Table 1 Pricing	Price Source: SL-LAWENF
Description		Unit Price	
LS-D-53ED-22 LS-CSTX-MS LS-COMX-SMTP-SSL LS-COMX-POP3-SSL LS-UPS LS-IAT-CUSTOM LS-FREIGHT-DP	IDEMIA LiveScan System Desktop Tenprint/Palm Capture, including: <ul style="list-style-type: none"> • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint/Palm 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology • Computer, Monitor, Keyboard • UPS • Standard Mississippi defined Workflows and profiles • Installation / On-site Training • Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement • Freight 	\$18,517 <i>2=</i>	
LS-D-53ED-MAINT-95	Optional Annual Maintenance: (to start after 1st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$2,989 <i>2=</i>	

Tenprint (Fingerprint) Capture - Table 2

Tenprint (Fingerprint) - Desktop		Table 2 Pricing	Price Source: SL-LAWENF
Description		Unit Price	
LS-D-TOP2020-22 LS-CSTX-MS LS-COMX-SMTP-SSL LS-COMX-POP3-SSL LS-IAT-CUSTOM LS-FREIGHT-DP	IDEMIA LiveScan System Desktop Tenprint, including: <ul style="list-style-type: none"> • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint 500ppi Scanner • Computer, Monitor, Keyboard • Standard Mississippi defined Workflows and profiles • Installation / On-site Training • Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement • Freight 	\$5,919	
LS-D-TOP2020-MAINT-95	Optional Annual Maintenance: (to start after 1st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$1,799	

Options and Pricing

IDEMIA equipment options and pricing described in Table x Options Pricing

Description		Unit Price
LS-PRNT-M	Printer Black & White Tenprint Card, Duplex	\$1,409
LS-PRNT-M-MAINT-95	Annual Maintenance 9x5	\$212
LS-F-MUG	Digital Photo Capture for Fixed Height Cabinet to include: Digital Camera, Digital Photo Capture Software, Cabinet mounting hardware	\$1,701
LS-X-MUG-MAINT-95	Annual Maintenance 9x5	\$212
LS-A-MUG	Digital Photo Capture for Adjustable Height Cabinet to include: Digital Camera, Digital Photo Capture Software, Cabinet mounting hardware	\$1,701
LS-X-MUG-MAINT-95	Annual Maintenance 9x5	\$212
LS-DP-MUG LS-DP-MUGTi	Digital Photo Capture for Desktop Portable System to include: Digital Camera, Digital Photo Capture Software, Tripod	\$1,409
LS-X-MUG-MAINT-95	Annual Maintenance 9x5	\$212

LS-FBSCAN	Flatbed Scanner – (for processing inked cards)	\$1,700
LS-FRSCAN-MAINT-95	Annual Maintenance 9x5	\$255
LS-IDRDR	Driver's license and other ID magnetic stripe reader	\$880
LS-IDRDR-MAINT-95	Annual Maintenance 9x5	\$132
LS-UPS	UPS Power Supply	\$152
LS-SWOX-DI-OFCS-BPUSH	Demographic Interface (DI): B.TXT files from external system via FTP or Windows File Share - pushed to System - show in LiveScan Inventory View available for editing.	\$1,500
LS-SWOX-DIXML	Demographic Interface (DI): allows XML files to be imported into LiveScan - format specific to IDEMIA. XML files pushed to or pulled down by LiveScan via FTP, SMTP, or Windows File Share.	\$850
LS-COMX-AFX	TPE v.5 AFX Tracker AFIS Protocol Support using IDEMIA OFCS w/WSQ compression.	\$850
LS-SWOX-PRINTPDF	TPE v.5 allows printing to PDF files--Tenprint Cards and other items	\$425

IDEMIA LiveScan System – Details Table 5. Details

Item	Description
Mississippi Touch Print Enterprise (TPE) Customization	<ul style="list-style-type: none"> ◆ TOTS: ARR, APP, LOCAPP, DOC ◆ Cards: FD884, MS Applicant, MS Arrest, MS Criminal Inquiry, MS DOC, Photo ◆ Transmits: NIST via SMTPS ◆ Return msg: Yes
LS-COMX-SMTP-SSL	<ul style="list-style-type: none"> ◆ Fingerprint Record Transmission via SMTP over SSL ◆ Provides secure email communications using SSL (Secure Sockets Layer) /TLS (Transport Layer Security) 1.2, 1.3
LS-COMX-POP3-SSL	<ul style="list-style-type: none"> ◆ POP3 Client Messaging over SSL ◆ Provides POP3 Client interface to Jackson Police Department-supplied POP3 Mail Server for mail message retrieval using SSL(Secure Sockets Layer) ◆ Also represents "TLS" (Transport Layer Security) solution using TLS 1.0 - 1.3.

Customer Responsibilities

Jackson Police Department is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ Obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies. This includes verifying all network connections and/or devices are in place and connected to the desired remote destination prior to shipment and scheduling installation of the LiveScan System.
- ◆ Providing the necessary local area and wide area networking (LAN and WAN) including service and backend connectivity as well as any required VPN authorizations
- ◆ Installing, testing, and/or troubleshooting any network communication connections, lines, and/or Jackson Police Department network devices.
- ◆ Obtaining all required authorizations for connectivity.
- ◆ Completion and return of the IDEMIA pre-install documentation to IDEMIA Program Team.
- ◆ Printer supplies such as ink and toner cartridges (consumables) are Jackson Police Department responsibility. IDEMIA does not offer or resell these items.

Assumptions

In developing this price quote, IDEMIA has made the following assumptions:

- ◆ The proposed IDEMIA LiveScan System shall conform to the existing IDEMIA LiveScan configuration. Any additional functional requirements may be treated as change orders.
- ◆ An inter-agency agreement between Jackson Police Department and applicable receiving agencies will be in place.

- ◆ Jackson Police Department will provide all necessary communication for connectivity. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ LiveScan System shipment and on-site Installation Services will be scheduled after network connectivity has been established and verified and IDEMIA's Program team has received the completed pre-install documentation from Jackson Police Department.

The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering efforts by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Jackson Police Department's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days of the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Firm delivery schedules will be provided upon receipt of a purchase order and IDEMIA receipt of completed pre-install documentation.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Pricing valid through: April 16th, 2024

Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail to:

IDEMIA
14 Crosby Dr., 2nd Floor
Bedford, MA 01730
Email: Gregory.baldwin@us.idemia.com | anamtkorders@us.idemia.com

Please direct all questions and order correspondence to:

Gregory Baldwin
IDEMIA Inside Sales
Email: Gregory.Baldwin@us.idemia.com | Tel: (260) 443-9285

We look forward to working with you.

Sincerely,

Casey Mayfield
Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X6*	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

*Customer local time



11851 Freedom Drive, Suite 1800
Reston, VA 20190

March 26th, 2024

Captain Abraham Johnson
Jackson Police Department
327 E Pascagoula St
Jackson, MS 39205
601-960-1234
athompson@city.jackson.ms.us

Reference No. IDMS-L032624-01

IDEMIA is pleased to provide Jackson Police Department with the following price quote for the IDEMIA LiveScan System equipped with the accepted standard State of Mississippi software and workflows.

IDEMIA's fully integrated LiveScan solution provides Jackson Police Department the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface for records submission to the State
- ◆ Certification to the FBI's Electronic Fingerprint Transmission Specifications
- ◆ "Hit/No Hit" Response from the State AFIS Search
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All LiveScan Systems include on-site installation, training, and 1 year on-site warranty

15

OFFICE OF THE CLERK
MAY 21 2024

ORDER AUTHORIZING THE DEPARTMENT OF INFORMATION TECHNOLOGY TO PROCURE A CREDIT CARD PURCHASING SYSTEM PROVIDED BY GLOBAL PAYMENTS DIRECT, INC. AND ACCEPTING THE CARD SERVICES TERMS & CONDITIONS FOR GOVERNMENT ENTITIES

WHEREAS, due to the discontinued use of Paymentus within Tyler Cashiering as an online, credit card purchasing system for citizens, the Department of Information Technology must select a new credit card system to allow various departments to accept payments; and

WHEREAS, Tyler Technologies provides cashiering within Munis to collect money and secure purchases from citizens. The system was discontinued with Tyler Technologies in 2023 as an online and credit card payment system. It allowed city offices to accept purchases via credit card per transaction from the customer through an online portal; and

WHEREAS, the Department of Information Technology represents that Global Payments Direct, Inc., is the most affordable online and credit card purchasing system; and

WHEREAS, Global Payments Direct, Inc. is an online payment and credit card processing company with no fees for implementation and installation and a guarantee of complete setup within Munis and online in approximately five to seven days; and

WHEREAS, the Department of Information Technology will enter into this agreement to allow the Municipal Court, Department of Municipal Clerk, Fire Department, Jackson Police Department, Human and Cultural Services, and any City department to process payments for passports, fines, permits, event tickets, court fees, and auction fees; and

WHEREAS, Global Payments Direct, Inc. proposed the following fees for the Lane 3000 credit care machine:

- The purchase price is \$695.00 or \$38.95 to lease the credit card device;
- Buy one and get one free for the first eight devices;
- 12 purchased = \$8,340, comes with a one-year warranty;
- 12 leased = \$467.40 per month, with free replacements, and machines can be upgraded after two years at no additional costs.

WHEREAS, each department will determine how many machines are needed to support its operations and whether to lease or purchase the credit card machine; and

WHEREAS, Global Payment Direct, Inc. acquires the fee of no more than 3.5% per online and credit card transaction via notification to the customer before completing transactions; and

WHEREAS, the processing fees of 3.5 percent will be passed on directly to customers at the time of payment, and the City will not receive a credit card processing statement and will have access to all the reporting tools and resources for reporting needs; and

WHEREAS, the Card Services Agreement shall remain in full force and effect for an initial term of one year from the effective date; and

Agenda Item #
May 21, 2024
(Reid, Lumumba)

15

WHEREAS, the Department of Information Technology requests the authority to submit the Client Worksheet on behalf of the City, which requires accurate information about the sales profile of the City, banking information, preferred contact information, and implementation; and

WHEREAS, Section 17-52-1 of the Miss. Code Ann., as amended, authorizes the governing authorities to allow the payment of various taxes, fees, and other accounts receivable to the municipality by credit cards, charge cards, debit cards, and other forms of electronic payment, in accordance with the policies established by the State Auditor; and

WHEREAS, a copy of the Card Services Terms and Conditions for Government Entities is attached and made a part of the minutes.

IT IS ORDERED, that the governing authorities for the City of Jackson accept the Card Services Terms and Conditions for Government Entities to the extent that the provisions do not conflict with policies established by the State Auditor.

IT IS FURTHER ORDERED, that the City of Jackson's departments be authorized to obtain credit card machines in accordance with the fees outlined in this Order, whether purchased or leased, to support the payment of various taxes and fees to the City of Jackson.

IT IS FURTHER ORDERED, that the Department of Information Technology and City departments are authorized to execute the Client Worksheet and related documents necessary to use the Lane 3000 credit card machines.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 29, 2024
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE TERMS AND CONDIONS AGREEMENT WITH GLOBAL PAYMENTS DIRECT, INC.
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	Selective Departments using credit card machines an online purchases
4.	Benefits	The City of Jackson, residents, visitors and vendors
5.	Schedule (beginning date)	Upon execution
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits, if applicable	Information Technology
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant ▪	Department of Information Technology
8.	COST <input type="checkbox"/>	\$0.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A
10.	EBO participation	ABE _____% WAIVER ___ no ___ N/A ___x___ AABE _____% WAIVER ___ no ___ N/A ___x___ WBE _____% WAIVER ___ no ___ N/A ___x___ HBE _____% WAIVER ___ no ___ N/A ___x___ NABE _____% WAIVER ___ no ___ N/A ___x___



MEMORANDUM

Date: February 29, 2024

To: Dr. M. Reid, Director

From: Rhushell Moore

Subject: Justification for Use of Terms and Conditions with Global Payments Direct, Inc.

Please find attached the Terms and Conditions for installing and operating a credit card purchasing system using Cashiering, a product of Tyler Technologies, provided by Global Payments, Inc.

The Terms and Conditions state that the City will not be charged any fees for implementation, use, and annual fees. However, the company will receive a processing fee of 3.5% per transaction, which is approved by the customer during each credit card transaction.

The reason for selecting this company is that the previous credit card payment system, Payments (Tyler Technologies), is no longer operable within Cashiering. The new system will be implemented with online accessibility and a credit card machine accepting all credit and debit cards, including Apple Pay and Samsung Pay. The credit card machines are to be purchased by City offices that request an actual machine(s) to be present for customers' use.

For installation, the office(s) requesting online access and credit card machine(s) must complete the Terms & Conditions and Client Worksheet. The credit card machine purchasing agreement form is separate and must be completed by individual offices that desire to purchase or lease a credit card machine(s) for hands-on use.

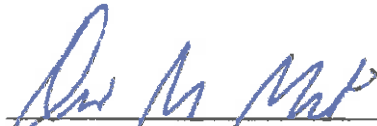
RM

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 DEPARTMENT OF INFORMATION TECHNOLOGY TO PROCURE A CREDIT CARD PURCHASING SYSTEM PROVIDED BY GLOBAL PAYMENTS DIRECT, INC. AND ACCEPTING THE CARD SERVICES TERMS & CONDITIONS FOR GOVERNMENT ENTITIES** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant A.M.



Date

OFFICE OF THE CITY ATTORNEY
5/14/24

CARD SERVICES TERMS & CONDITIONS FOR GOVERNMENT ENTITIES

PLEASE READ SECTION 17 ("DISPUTE RESOLUTION") CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

1. GENERAL.

- 1.1. The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "you"), Global Payments Direct, Inc. ("Global Direct"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant and, by submitting Transactions hereunder, Merchant agrees to be subject to the same. The member bank identified in the Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and Mastercard International, Inc. ("Mastercard"). Global Direct is a registered independent sales organization of Visa, a member service provider of Mastercard, a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"), and a registered acquirer for Discover Financial Services LLC ("Discover"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.
- 1.2. Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China UnionPay, Diner's Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.
- 1.3. Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). Merchant agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future pursuant to its and/or their terms. *Upon the earlier of a Merchant's submission of a transaction to Global Direct or signing the Merchant Application, Merchant shall be deemed to have accepted the Card Services Agreement, including the Terms and Conditions herein.*
- 1.4. Except as expressly stated in the first three paragraphs of section 13, all terms and conditions of this Card Services Agreement shall survive termination to the extent necessary to protect Global Direct and Member's rights herein.

2. SERVICE DESCRIPTIONS.

- 2.1. **Credit Card Processing Services:** Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, Mastercard, American Express, Diners, Discover); settlement; certain dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("**Switched Transactions**") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.
- 2.2. **EBT Transaction Processing Services:** Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("**Recipients**"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("**FNS**") food stamp benefits ("**FS Benefits**") and/or government delivered cash assistance benefits ("**Cash Benefits**," with FS Benefits, "**Benefits**") to Recipients through the use of a state-issued card ("**EBT Card**").
- 2.3. Provisions regarding debit card services are set forth in section 31 below.
- 2.4. Provisions regarding Decline Minimizer Services are set forth in section 33 below.

- 2.5. Provisions regarding CallPop OpenEdge Services are set forth in section 34 below.
- 2.6. With respect to Visa and Mastercard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or Mastercard product that it has elected not to accept.

3. PROCEDURES.

- 3.1. Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, <https://www.globalpaymentsinc.com/en-us/cardacceptanceguide> and to be bound by the operating regulations, requirements, and rules of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time (collectively, the "Card Association Rules"). Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and Payment Application Best Practices, which, as may be modified and amended from time to time, will constitute Card Association Rules as used herein. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.
- 3.2. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction consistent with the Card Association Rules. To the extent it is not prohibited under Mississippi law, Merchant will indemnify and hold Global Direct and Member harmless from any liability assessments (sometimes referred to as "fines" and "penalties") issued by Visa, Mastercard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such liability assessments, fees and costs.
- 3.3. Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable federal, state, and local laws, rules, ordinances, and regulations (collectively, "Applicable Laws"), including those related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all such laws, rules, ordinances, and regulations, including the Truncation Laws and Laws on Collection of Personal Information and will, to the maximum extent not prohibited under applicable law, indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of the same as a result of transactions processed at Merchant's location(s) to the extent it is not prohibited under Mississippi law.
- 3.4. Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. **MARKETING.** Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement. Merchant agrees that all such displays and cessation of such displays shall be in accordance with the Card Association Rules.

5. **PAYMENT, CHARGES AND FEES.** Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct, a third party through Global Direct, or directly by a third party with Global Direct collecting monies with respect thereto (e.g., a POS Vendor Fee), shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges) and in Section 39 of these Card Services Terms & Conditions. With respect to POS Vendor Fees, Global Direct does not control and is not responsible for the POS Vendor Fees charged to Merchant, and the pricing for any such fees depends on Merchant's agreement with such third party. Merchant shall at all times maintain one or more commercial checking accounts (the "Accounts") with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions. Merchant will be provisionally credited for indebtedness purchased under this Card Services Agreement by credit to Merchant's Account(s). Merchant's Account(s) will be provisionally credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited, minus any applicable discount, fees, product service costs, chargebacks, and other fees and charges. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the Card Association Rules. Availability of any such funds shall be subject to the procedures of the applicable financial institution. To the extent it is not prohibited under Mississippi law, Chargebacks and adjustments will be charged to Merchant's Account(s) on a daily basis. Merchant agrees to pay and Merchant's Account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's Account(s) will be debited for all fees, arbitration fees, liability assessments, or any other amounts charged or assessed by third parties, the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's Account(s) may be debited or credited, without notice, and if Merchant's Account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's Account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.

- 6.1. Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); all hardware and software related to the CallPop OpenEdge Services (as defined below); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.
- 6.2. The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative. To the extent it is not prohibited under Mississippi law, Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees, To the extent it is not prohibited under Mississippi law, to hold harmless and indemnify Global Direct for any costs,

expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within 60 days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after 60 days.

6.3. Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

6.4. Merchant acknowledges that it may directly obtain software platform services from a third party that facilitate or integrate Global Direct's Services as set forth in section 2. Global Direct does not control and is not responsible for such software platform services or any fees (and their occurrence) charged by such third party to Merchant related to such software platform services. The pricing for Merchant's use of any third-party platform services and any associated fees depends on Merchant's agreement with such third party. Merchant authorizes Global Direct to collect all monies related to Merchant's use of such third-party software (i.e., the POS Vendor Fee) on behalf of such third party as set forth in the Merchant Application and Merchant's agreement with such third party. Global Direct is not responsible for the acts or omissions of any third party and shall have no responsibility for or liability in connection with any software platform services Merchant receives from a third party, even if Global Direct collects monies with respect to such software or services. Global Direct makes no representation or warranty with respect to such third party's software platform services or such third party's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination.

7. **FINANCIAL INFORMATION.** Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the Card Association Rules, by law, or by Global Direct as specifically requested in writing in individual cases.

8. **CHANGE IN BUSINESS.** Merchant agrees to provide Global Direct and Member 60 days prior written notice of its (a) transfer or sale of any substantial part (ten percent or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified by Member and/or Global Direct to address issues arising therefrom, including but not limited to requirements of applicable Card Association Rules and/or the fees associated with such transactions.

9. **TRANSFERABILITY.** This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's Account(s) as described herein.

10. **WARRANTIES AND REPRESENTATIONS.**

10.1. Merchant warrants and represents to Global Direct and Member, both at the time of execution and the presentation of any transaction hereunder: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with the cardholder's instructions; (c) that Merchant will comply fully with all Applicable Laws, including those applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that Merchant has taken all reasonable steps to verify the identity of the cardholder and the genuineness of the card and the transaction; (g) that the sales transaction shall have been consummated and the sales slip

prepared in full compliance with the provisions of the Card Association Rules; (h) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (i) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (j) that sales transactions submitted hereunder for purchase representing sales to any principal, partner, affiliate, or proprietor of Merchant shall not constitute an unreasonable portion of Merchant's transactions relative to the Merchant's legitimate business requirements, (k) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the Card Association Rules, and that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents an unreasonable sales transaction to any principal, partner, or proprietor, of Merchant, such sales transaction may be refused or charged back.

10.2. Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the Card Association Rules, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

10.3. ***Neither Member, nor Global Direct, nor any Supplier makes any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, software or services leased, sold, or otherwise furnished hereunder. THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT ANY COMMON LAW WARRANTY, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY TERMINAL, ANY EQUIPMENT, SOFTWARE OR SERVICES LEASED, SOLD, OR OTHERWISE FURNISHED HEREUNDER NOT ANY WARRANTY DISCLAIMED IN THIS SECTION PURSUANT TO THE MS CONSTITUTION ART. 4 SECTION 100 AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE.***

INDEMNITY. Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. To the extent it is not prohibited under Mississippi law, Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the Card Association Rules or Applicable Laws; (b) any card transaction or any act or omission of Merchant; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the Card Association Rules or any violation by Merchant of Applicable Laws ; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant with respect to this Card Services Agreement or a card transaction on which Merchant is not the prevailing party; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information or (h) any compromise of card information or cardholder information resulting from, or for which any network organization or card association determines resulted from, Merchant's failure to abide by applicable security standards, including those found in the Card Association Rules. For purposes of this Agreement, including the foregoing indemnities and to the extent it is not prohibited under Mississippi law, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not

acting within the scope of their duties). THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT DAMAGES OF ANY TYPE NOR CONTRACT TO INDEMNIFY ANY PARTY TO THIS CARD SERVICE AGREEMENT AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE. To the extent it is not prohibited by Mississippi law, GlobalDirect shall indemnify, defend and hold Merchant and its officers, directors, employees and agents harmless from and against any and all claims, losses, damages, liabilities, or expenses (including attorneys' fees) incurred by any of them that relate to or arise from GlobalDirect's business activities

11. LIMITATION OF LIABILITY.

- 11.1. **To the extent it is not prohibited under Mississippi law, neither Member nor Global Direct nor any independent sales organization referring or providing services to Merchant ("ISO") shall be liable for failure to provide the Services or delay in providing the Services including processing delays or other non-performance if such failure is due to any cause or condition beyond such Party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, riots, war, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, telecommunications failures, equipment failures, unavoidable delays, the errors or failures of third party systems, non-performance of vendors, suppliers, processors or transmitters of information, or other similar causes beyond such party's control.**
- 11.2. **To the extent it is not prohibited under Mississippi law, the liability of Global Direct, ISO, and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the Services, personal injury or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed the lesser of (a) three months' average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for the Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the Effective Date of this Card Services Agreement, and (b) \$50,000. This shall be the extent of Global Direct's, ISO's, and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct, ISO, or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy. THE CITY OF JACKSON IS GOVERNED BY CONSTITUTIONAL CONSTRAINTS, INCLUDING THE PROHIBITION AGAINST DIMINISHING OR RELINQUISHING AN OBLIGATION OR CLAIMS HELD OR OWNED BY THE CITY AS SET FORTH IN MS CONST. ART. 4 SECTION 100. THEREFORE, THE CITY HAS NO AUTHORITY TO LIMIT OR WAIVE ANY FORM OF DAMAGES DUE TO THE CITY OF JACKSON.**
- 11.3. **Under no circumstances shall Global Direct, ISO, or Member be liable for special, consequential, punitive or exemplary damages, including lost profits, revenues and business opportunities, arising out of or relating in any way to this Card Services Agreement, even if Global Direct, ISO, or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, ISO, or to the extent it is not prohibited under Mississippi law, Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. To the extent it is not prohibited under Mississippi law, Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement. THE CITY OF JACKSON IS GOVERNED BY CONSTITUTIONAL CONSTRAINTS, INCLUDING THE PROHIBITION AGAINST DIMINISHING OR RELINQUISHING AN OBLIGATION OR CLAIMS HELD OR OWNED BY THE CITY AS SET FORTH IN MS CONST. ART. 4 SECTION 100. THEREFORE, THE CITY HAS NO AUTHORITY TO LIMIT OR WAIVE ANY FORM OF DAMAGES DUE TO THE CITY OF JACKSON ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, EVEN IF GLOBAL DIRECT, ISO, OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 11.4. **It is agreed that in no event will Global Direct, ISO, or Member be liable for any claim, loss, billing error, imposition of any allegedly improper fee(s), damage or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct by Merchant within 60 days of such failure to perform, or, in the event of a billing error or the imposition of any allegedly improper fee(s), within 90 days of the date of the invoice or applicable statement.**
- 11.5. **Global Direct agrees to maintain commercially reasonable levels of insurance coverage during the term of the Card Services Agreement consistent with the scope and nature of its business and applicable industry best practices. Upon reasonable request, Global Direct shall deliver a certificate of insurance reflecting its then-current policy coverage and carriers.**

acting within the scope of their duties). THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT DAMAGES OF ANY TYPE NOR CONTRACT TO INDEMNIFY ANY PARTY TO THIS CARD SERVICE AGREEMENT AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE. To the extent it is not prohibited by Mississippi law, GlobalDirect shall indemnify, defend and hold Merchant and its officers, directors, employees and agents harmless from and against any and all claims, losses, damages, liabilities, or expenses (including attorneys' fees) incurred by any of them that relate to or arise from GlobalDirect's business activities

11. LIMITATION OF LIABILITY.

- 11.1. **To the extent it is not prohibited under Mississippi law, neither Member nor Global Direct nor any independent sales organization referring or providing services to Merchant ("ISO") shall be liable for failure to provide the Services or delay in providing the Services including processing delays or other non-performance if such failure is due to any cause or condition beyond such Party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, riots, war, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, telecommunications failures, equipment failures, unavoidable delays, the errors or failures of third party systems, non-performance of vendors, suppliers, processors or transmitters of information, or other similar causes beyond such party's control.**
- 11.2. **To the extent it is not prohibited under Mississippi law, , the liability of Global Direct, ISO, and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the Services, personal injury or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed the lesser of (a) three months' average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for the Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the Effective Date of this Card Services Agreement, and (b) \$50,000. This shall be the extent of Global Direct's, ISO's, and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct, ISO, or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy. THE CITY OF JACKSON IS GOVERNED BY CONSTITUTIONAL CONSTRAINTS, INCLUDING THE PROHIBITION AGAINST DIMINISHING OR RELINQUISHING AN OBLIGATION OR CLAIMS HELD OR OWNED BY THE CITY AS SET FORTH IN MS CONST. ART. 4 SECTION 100. THEREFORE, THE CITY HAS NO AUTHORITY TO LIMIT OR WAIVE ANY FORM OF DAMAGES DUE TO THE CITY OF JACKSON.**
- 11.3. **Under no circumstances shall Global Direct, ISO, or Member be liable for special, consequential, punitive or exemplary damages, including lost profits, revenues and business opportunities, arising out of or relating in any way to this Card Services Agreement, even if Global Direct, ISO, or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, ISO, or to the extent it is not prohibited under Mississippi law, Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. To the extent it is not prohibited under Mississippi law, Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement. THE CITY OF JACKSON IS GOVERNED BY CONSTITUTIONAL CONSTRAINTS, INCLUDING THE PROHIBITION AGAINST DIMINISHING OR RELINQUISHING AN OBLIGATION OR CLAIMS HELD OR OWNED BY THE CITY AS SET FORTH IN MS CONST. ART. 4 SECTION 100. THEREFORE, THE CITY HAS NO AUTHORITY TO LIMIT OR WAIVE ANY FORM OF DAMAGES DUE TO THE CITY OF JACKSON ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, EVEN IF GLOBAL DIRECT, ISO, OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 11.4. **It is agreed that in no event will Global Direct, ISO, or Member be liable for any claim, loss, billing error, imposition of any allegedly improper fee(s), damage or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct by Merchant within 60 days of such failure to perform, or, in the event of a billing error or the imposition of any allegedly improper fee(s), within 90 days of the date of the invoice or applicable statement.**
- 11.5. **Global Direct agrees to maintain commercially reasonable levels of insurance coverage during the term of the Card Services Agreement consistent with the scope and nature of its business and applicable industry best practices. Upon reasonable request, Global Direct shall deliver a certificate of insurance reflecting its then-current policy coverage and carriers.**

12. TERM AND TERMINATION.

12.1. This Card Services Agreement shall remain in full force and effect for an initial term of one year from the Effective Date (the "Initial Term"); provided, however, that if Merchant is receiving these Terms and Conditions as an amendment to an existing Card Services Agreement, the amendment shall not affect the then-existing term. The Card Services Agreement will automatically renew for additional one-year periods ("Renewal Term" or "Renewal Terms", and together with the Initial Term, the "Term") unless Merchant gives 30 days' advance written notice of termination prior to the end of the then-current term. This Card Services Agreement is expressly made subject to the limitations of the Merchant's state constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multiyear fiscal obligation or an obligation of future appropriations by Merchant, contrary to the any constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Card Services Agreement, with respect to any financial obligation of Merchant which may arise under this Card Services Agreement in any fiscal year, if the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Card Services Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Merchant. *The Merchant shall have the right upon ten (10) working days written notice to the GlobalDirect to terminate this Card Services Agreement without damage, penalty, cost or expenses to the Merchant of any kind whatsoever, other than payment for services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.*

12.2. Notwithstanding the foregoing, Global Direct or Member may terminate or suspend performance of this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement; upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader; upon any failure to follow the Card Acceptance Guide or any Card Association Rules, upon any misrepresentation by Merchant; upon commencement of bankruptcy or insolvency proceedings by or against the Merchant; upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application; where the rules or regulations of any card association require that Member and/or Global Direct terminate and/or suspend this Card Services Agreement; or in the event Global Direct or Member reasonably deems itself insecure (including, without limitation, credit, operational, reputational, financial, technological, security and/or fraud risk or exposure) in continuing this Card Services Agreement.

12.3. In addition, a termination by Global Direct shall serve as a termination of the entire Card Services Agreement, including with regard to any ACH Transaction Services provided hereunder. In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such 30-day period unless notification is withdrawn.

12.4. Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's Account(s). If the deposit has already been posted to Merchant's Account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks or liability assessments imposed, received, or processed after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

13. **RETURNED ITEMS/CHARGEBACKS.** If a cardholder disputes any transaction, if a transaction is charged back for any reason by a cardholder or the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's Accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the Card Association Rules with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, To the extent it is not prohibited under Mississippi law, Merchant shall be solely responsible for the liability related to such chargeback. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback to the extent it is not prohibited under Mississippi law payment is subject to the prior approval of the governing authority for the city of Jackson, Mississippi. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

14. **RESERVE ACCOUNT; HOLDBACK RIGHTS.**

- 14.1. At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("Reserve Account"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) direct payment by Merchant—at the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; or (b) the proceeds of indebtedness presented for purchase. To the extent it is not prohibited under Mississippi law, Merchant hereby grants Member a security interest in all accounts referenced in section 5 or any other accounts, including certificates of deposits, maintained by Merchant with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. To the extent it is not prohibited under Mississippi law, Merchant will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member. **THE CITY OF JACKSON HAS NO AUTHORITY TO INDEMNIFY ANY PARTY TO THIS CARD SERVICE AGREEMENT AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE.**
- 14.2. To the extent it is not prohibited under Mississippi law, Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the Card Association Rules or (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant shall have no ownership interest or property rights in the Reserve Account or the funds therein, will not receive any interest on funds being held in a Reserve Account, and has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, upon termination of this Card Services Agreement, Global Direct and Member may maintain the sum of at least five percent of gross sales for the 90-day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global Direct may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent of gross sales for the 90-day period prior to termination in a Reserve Account.
- 14.3. In addition to any of the other rights granted to Global Direct and Member hereunder, in the event that Global Direct and/or Member, at any time during the term of this Card Services Agreement, determine in its or their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual, suspicious, or risk-exposing activity (including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected data compromise event or other breach of security standards, or excessive chargebacks), then Member or Global Direct on behalf of Member may, without notice, hold funds otherwise payable to Merchant for such period as Global Direct and/or Member, in its or their commercially reasonable discretion, deem necessary, to provide security against liability for such activity, plus other costs or liabilities reasonably anticipated to be due to Global Direct and/or Member related to the same. To the extent (i) the investigation conducted by Global Direct and/or Member with respect to the unusual, suspicious, or risk-exposing activity determines that such activity is reasonably likely to result in amounts being due from you to Global Direct and/or Member, and (ii) Global Direct and/or Member require the establishment, replenishment, or increase of a Reserve Account in connection therewith, then the funds held may be used to fund such Reserve Account.

15. DEFAULT/SECURITY INTEREST.

- 15.1. Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), to the extent not prohibited under Mississippi law, any of the accounts referred to in section 5 may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties, if any: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account (without in any way suggesting that Merchant has ownership interest or property rights in the Reserve Account or the funds therein), (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent it is not prohibited by Mississippi law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Except as provided in section 15 (relating to the Reserve Account), Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant

agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them, To the extent is not prohibited under Mississippi law, are described above in section 15.

- 15.2. Merchant also agrees that, in the event of a default by Merchant, Member has rights of setoff and recoupment and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct or Member may have under applicable law.

16. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

- 16.1. Any litigated action regarding, relating to or involving the validity, scope and/or enforceability of this Card Services Agreement, shall be brought in either the courts of the state of Mississippi sitting in Hinds County or the United States District Court for the Southern District of Mississippi, and Merchant and Global Direct expressly agree to the exclusive jurisdiction of such courts. Merchant and Global Direct hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or Global Direct might otherwise have to personal jurisdiction or venue in such courts.
- 16.2. **Class Action Waiver: To the extent it is not prohibited under Mississippi law, Merchant acknowledges and agrees that all disputes arising out of or related to this Card Services Agreement shall be resolved on an individual basis without resort to any form of class action and shall not be consolidated with the claims of any other parties. Merchant further agrees to waive, and hereby waives, the right to participate in a class action or to litigate or arbitrate on a class wide basis.**
- 16.3. To the extent not prohibited under Mississippi law, Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "American Express Guide").

17. **AMENDMENTS.** Global Direct shall have the right to modify or amend the terms and conditions of this Card Services Agreement or the Card Acceptance Guide, including, without limitation, the right to modify, amend, or supplement applicable fees, charges, and/or discounts. Modifications and amendments related to changes to the Card Association Rules, changes to the fees charged by the card associations, Member, or other third parties, or in response to changes in applicable laws or regulations (collectively, a "Third Party Change") may be made effective immediately, with notice. Modifications or amendments unrelated to a Third Party Change shall be effective upon the date specified in a notice to the Merchant (the "Change Notice"), provided that the date shall not be fewer than five business days after the date of such Change Notice. Following the Effective Date, in the event of any modification or amendment not related to a Third Party Change, Merchant shall have the right to terminate this Card Services Agreement, without liability for premature termination pursuant to section 13, by providing written notice thereof to Global Direct, provided that such notice must be given within five business days following the date of the Change Notice. If Merchant provides written objection to such changes or amendments, Merchant shall have 15 calendar days from receipt of such changes or amendments to provide written notice to Global Direct of its desire to terminate this Card Services Agreement. Following receipt of such written notice, the amendments communicated by Global Direct or Member shall not take effect, and the Card Services Agreement shall continue under the prior terms for a period of up to 30 days. At the end of such 30-day period, this Card Services Agreement shall terminate and Merchant's ability to utilize the Services will cease. Other than the amendments set forth above, this Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant.
18. **WAIVER.** No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.
19. **EXCHANGE OF INFORMATION.** Merchant authorizes Global Direct to order a credit report on Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

20. **SEVERABILITY; CONSTRUCTION.** If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.
1. **NOTICES.** All notices from Merchant to Global Direct or Member under this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc., 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices from Global Direct or Member to Merchant under this Card Services Agreement shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder or via electronic posting or notification accessible to Merchant on Global Direct's Merchant Portal (<https://reporting.globalpay.com/login>) or any successor online reporting tool. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving notice to the other party.
22. **MERGER.** This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.
23. **EFFECTIVE DATE.** If Merchant is receiving these Terms and Conditions as an amendment to an existing Card Services Agreement, the Terms and Conditions shall be effective upon receipt. Otherwise, this Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur. In either event, such date is referred to herein as the "Effective Date."
24. **DESIGNATION OF DEPOSITORY.** The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("Depository") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's Accounts. Depository, Member, and/or Global Direct may charge any of Merchant's Accounts at Depository for any amount due under this Card Services Agreement. Global Direct must approve in writing any proposed changes to the Account(s) or to the Depository. Merchant represents and warrants that: (a) the Account(s) will always be in the same legal and DBA (if applicable) name as Merchant's name on the Merchant Application; (b) Merchant will own and maintain control of the Account(s) and will keep such Account(s) open at all times during the term and as long as any Reserve Account is in effect; and, (c) the Account(s) will not be associated with any merchant processing activity that is illegal or prohibited by the Card Association Rules or Applicable Law, including without limitation merchant processing activity associated with other accounts and/or processors. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.
25. **FINANCIAL ACCOMMODATION.** The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.
26. **AUTHORIZED USERS.** To the extent Merchant is granted electronic access to any systems or portals of Global Direct, Merchant shall be responsible for (i) ensuring that only authorized users of such systems or portals access the same; (ii) keeping all logins, user names, and passwords confidential; and (iii) promptly notifying Global Direct of any unauthorized access of such logins, user names, or passwords; and (iv) all actions taken by anyone using such access, logins, user names, or passwords, even if such actions were not authorized by Merchant.
27. **Merchant hereby asserts that it is exempt from the payment of taxes that might be applicable to the services procured hereunder.**
28. **REPORTING.** Merchant acknowledges that, under the Card Association Rules, certain merchant activity and terminations of merchant processing agreements may result in Global Direct or Member reporting merchants and their principals for inclusion on a terminated merchant file (e.g., the "MATCH" list). Merchant, on behalf of itself and its principals, hereby consents to such reporting and waives any claim related to the same, even in instances where Merchant or its principals believe that reporting to have been improper or in error.
29. **RELATIONSHIP OF THE PARTIES.** Merchant designates Global Direct and Member as its agent to receive payments for transactions processed pursuant to this Card Services Agreement. Neither Global Direct nor Member, however, shall be considered a partner or fiduciary to Merchant, and nothing in this Card Services Agreement or the rendition of services related to this Card Services Agreement shall be deemed to create a joint venture, partnership, or fiduciary relationship between or among the parties. Rather, the relationship among the parties to this Card Services Agreement is an arm's length commercial relationship.
30. **DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**

- 30.1. Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "Covered Terminals") in each of the following debit card networks ("Debit Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Debit Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Debit Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Debit Networks. Global Direct will provide connection to such Debit Networks, terminal applications, settlement, and reporting activities.
- 30.2. To the extent it is not prohibited under Mississippi law, Merchant will comply with all Applicable Laws and with all by-laws, regulations, rules, and operating guidelines of the Debit Networks ("Network Rules"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Debit Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.
- 30.3. Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.
- 30.4. In the event that Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.
31. **MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.** If Merchant accepts EBT transactions (as defined in section 2, Services Descriptions), Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "Quest Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon 90 days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.
32. **DECLINE MINIMIZER SERVICES.** In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "Decline Minimizer Services"). The Decline Minimizer

Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Agreement.

33. CALLPOP OPENEDGE SERVICES.

33.1. Global Direct offers hardware and services, which may include but are not limited to, phone/fax to VOIP smart box converter, phone analytics, two-way calling, call notes and call history, quick text for incoming and missed calls, reviews via text, text to pay, smart caller ID, reporting portal(s), and mobile application(s) among other things (collectively, the "CallPop OpenEdge Services") for Merchant's sole use with its internal business operations.

33.2. In the event that Merchant elects to use Global Direct's CallPop OpenEdge Services (as defined above), the following terms apply. In consideration of Merchant's payment of the fees and charges set forth in the Merchant Application with respect to Global Direct's CallPop OpenEdge Services, and subject to the terms and conditions herein, Global Direct agrees to provide Merchant certain CallPop Services and hereby grants Merchant a limited, non-exclusive, non-sublicensable, non-transferable license in the United States of America to access and use the CallPop Open Edge Services (as defined above) solely for Merchant's internal business operations. Merchant shall not and shall not permit or authorize any other party to (a) decompile, disassemble, reverse engineer, or otherwise attempt to discern the source code of the CallPop OpenEdge Services; or (b) copy, modify, enhance, or otherwise create derivative works of the CallPop OpenEdge Services. Either party may terminate or suspend the CallPop OpenEdge Services without terminating the rest of the Agreement pursuant to the termination and/or suspension rights specified in the Agreement. Notwithstanding the foregoing, Global Direct may terminate its obligations with respect to the CallPop OpenEdge Services at any time upon notice to Merchant. The CallPop OpenEdge Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Agreement.

33.3. ***Notwithstanding anything to the contrary herein, excepts as expressly provided herein and to the extent it is not prohibited under Mississippi law, Global Direct makes no representation or warranty, express or implied with respect to the CallPop OpenEdge Services, including without limitation, any hardware provided in connection therewith. Global Direct specifically disclaims all warranties as to the merchantability, condition, design, or compliance with specifications or standards, and expressly disclaims all implied warranties, including without limitation implied warranties of merchantability, fitness for a particular use, or noninfringement of third party rights, with respect to the CallPop OpenEdge Services. Global Direct does not warrant that the CallPop OpenEdge Services will operate without interruption or on an error-free basis. Global Direct shall have not liability to Merchant for incidental, special, consequential, indirect or exemplary damages, including without limitation lost profits, revenues and business opportunities, or damages for injury to person or property, arising out of or in connection with the use by Merchant of the CallPop OpenEdge Services. THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT ANY COMMON LAW WARRANTY, EXPRESS OR IMPLIED, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY HARDWARE PROVIDED IN CONNECTION THEREWITH. GLOBAL DIRECT SPECIFICALLY DISCLAIMS ALL WARRANTIES AS TO THE MERCHANTABILITY, CONDITION, DESIGN, OR COMPLIANCE WITH SPECIFICATIONS OR STANDARDS, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS, WITH RESPECT TO THE CALLPOP OPENEDGE SERVICES. PURSUANT TO THE MS CONSTITUTION ART. 4 SECTION 100 AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE.***

34. **DISCOVER PROGRAM MARKS.** Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct to the extent it is not prohibited under Mississippi law. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

35. **PAYPAL MARKS.** PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are

sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

36. AMERICAN EXPRESS CARD ACCEPTANCE.

- 36.1. If Merchant accepts American Express transactions, Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.
- 36.2. Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this section 37 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this section 37, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.
- 36.3. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement to the extent it is not prohibited under Mississippi law, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section 37 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.
- 36.4. Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.
- 36.5. In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard) to the extent not prohibited under Mississippi law. Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.

- 36.6. To the extent it is not prohibited under Mississippi law, Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.
- 36.7. Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

37. ELECTRONIC SIGNATURES.

- 37.1. Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.
- 37.2. By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

38. SURCHARGES/OTHER FEES.

- 38.1. Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. Merchant may also be charged certain fees and assessments established by the card associations and debit networks which are described in more detail at <https://www.globalpaymentsinc.com/ratetable>. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear below, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.
- 38.2. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review. The items listed in this section 39 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

- 38.3. In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:
- 38.4. Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international Mastercard and Maestro transactions. (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. Mastercard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.
- 38.5. Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, Mastercard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct. Merchant will also be assessed a Discover Network Authorization Fee.
- 38.6. Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.
- 38.7. Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a Mastercard CVC2 Transaction fee and the Mastercard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. Mastercard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's Mastercard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

39. **APPROVAL BY THE GOVERNING AUTHORITY FOR THE MERCHANT.**

40. It is understood that if this Card Services Agreement requires approval by the Governing Authority/City Council. If this Card Services Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.

SURCHARGES FOR PREDOMINANT MARKET SECTORS Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system.
- Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9-digit postal code.
- CID verification for Discover merchants on non-recurring transactions.
- Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address.
- Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction.
- Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards

Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount.
- Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions. **Paper Deposit Merchant** Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

Card Present / Mag Stripe Failure:

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

Global Payments Direct Inc. is a registered ISO of Wells Fargo Bank, N.A.

Debit sponsorship is provided by PB&T Bank, 301 West 5th Street, Pueblo, Colorado 81003 – 1(888)728-3550

Additional Owner/Officer Information Page for Merchant Processing Agreement (If Needed)

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 - 4 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

A. Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization.

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number Government Entities 04-22-GPI-WF, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition, by your signature below on behalf of Merchant you authorize Global Direct and/or Open Edge Payments, LLC. to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Additional Owners - Complete Owner/Officer information must be present for all Equity Owners with 25% or greater equity in the business and for any persons with authority or control. An owner or person with authority or control must be present at the merchant's premises as a condition of this application.

Owner/Officer Name:	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):	Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (if less than 1 year at current address):	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
SIGNATURE: X	Equity Owned: %	Title:		Date:
Owner/Officer Name:	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):	Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (if less than 1 year at current address):	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
SIGNATURE: X	Equity Owned: %	Title:		Date:
Owner/Officer Name:	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):	Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (if less than 1 year at current address):	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
SIGNATURE: X	Equity Owned: %	Title:		Date:
Owner/Officer Name:	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):	Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (if less than 1 year at current address):	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
SIGNATURE: X	Equity Owned: %	Title:		Date:
Owner/Officer Name:	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):	Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (if less than 1 year at current address):	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
SIGNATURE: X	Equity Owned: %	Title:		Date:
Owner/Officer Name:	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):	Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (if less than 1 year at current address):	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
SIGNATURE: X	Equity Owned: %	Title:		Date:

Client Worksheet

Please return by fax:

or email to:

Merchant "Doing Business As" Name

Legal Business Name

Physical Location Address (No PO Box#)

Legal Address

City State Zip

City State Zip

Phone # Tax ID # (9 digits)

Phone # Years in Business Number of Depts.

Contact Name Phone #

Products and/or Services Sold

Contact Email Address

How many card readers?

Website

Website

PREFERRED CONTACT INFORMATION

Contact Method Address Address for Statements Email Legal Legal Paperless Delivery Email Address of Fax # for Paperless Delivery Yes

SALES PROFILE (MUST = 100%)

Card Swiped (face-to-face) % Manually Keyed/Recurring Payments % eCommerce (Website)/Patient Portal

BANKING INFORMATION ALL FIELDS REQUIRED

Estimated Annual Credit Card Volume (Visa/MC/Discover/Amex) Estimated Average Ticket Highest Single Ticket

Bank Routing Number for Deposits Bank Account Number for Deposits Explanation of High Ticket How many Card Readers?

Estimated Annual Check Volume Estimated Highest Month of Check Volume

AUTHORIZED SIGNER ALL FIELDS REQUIRED

Name (First and Last) Title Phone Number Email Address

IMPLEMENTATION

What is your planned implementation date?

Do you charge a convenience fee?

Do you need to be enrolled in any Government programs to process? i.e., VISA Utility IRF, Government Higher Education, etc.

Client Worksheet

globalpayments
Integrated

IMPORTANT: ATTACH VOIDED CHECK BELOW

Please scan/email or fax a voided check with this worksheet for your deposit account. It must have the company name imprinted on it).

Tom's Restaurant 103 Main Street Anytown, ST 12345	DATE: / /
VOID	
TO THE ORDER OF: _____	\$
_____	DOLLARS.
MEMO _____	
⑆ 222222222 ⑆	

globalpayments

Integrated

Date: 2/13/24

Randy Brown
801.492.7116
Randy.Brown@globalpay.com

The City of Jackson Mississippi

Lane 3000: purchase price \$695 or lease 38.95 each.

I can provide buy one get one free for your first 8 devices, so 8 no charge.

12 purchased = \$8,340, comes with a 1 year warranty.

12 Leased = \$467.40 monthly, this comes with free replacements and you can upgrade after 2 years no additional cost.

Processing Fees of 3.50% will be passed on directly to customers at time of payment, the city will not receive a credit card processing statement. However you will have access to all the reporting tools and resources for reporting needs.

In response to your request, we are pleased to make the following rate quote for processing. Quote subject to change after 90 days.



01-09-2024 (Rate Quote #: RQ-02211551)

GPI Low Group Rates Global Payments Integrated,

In response to your request, we are pleased to make the following rate quote for processing.
Quote subject to change after 90 days.

Qualified Rates

Type	% Discount	Per Item (\$)
Visa Credit	1.89	0.20
Visa Debit	1.89	0.20
MasterCard Credit	1.89	0.20
MasterCard Debit	1.89	0.20
Discover Credit	1.89	0.20
Discover Debit	1.89	0.20
Amex Credit	1.89	0.20
Amex Prepaid	1.89	0.20

Other Fees

Type	Per Item (\$)
Batch Fee	0.00

Monthly Fees

Type	Amount (\$)
Statement Fee	0.00
Support Fee	0.00
Reg Compliance	0.00

PIN Debit

Type	% Discount	Per Item (\$)
Network Fees	Network Fees	Network Fees
PIN Debit Transaction		0.29

Surcharges

Type	% Discount
Rewards	0.55
Mid-Qualified	1.30
Non-Qualified	1.90
Check Card Rebate	

OpenEdge

2578 600 N
 Lindon, UT 94042

(801) 492-7116
 fax

randy.brown@globalpay.com
 www.openedgepayment.com

16

OFFICE OF THE CLERK
4/17/24
J.M.

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

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

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

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

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

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

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

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

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

Service	Cost Per Hour
Senior Forensics Engineer	\$200
Security, Risk, Compliance Consulting	\$195
Senior Firewall Engineer	\$170
Senior Virtualization Engineer	\$170
Senior Messaging/Email Services Engineer	\$160
Senior Networking Engineer	\$160
Senior Server Engineer	\$145
Forensics Engineer	\$175
Firewall Engineer	\$145
Virtualization Engineer	\$145
Messaging / Email services Engineer	\$145

Agenda Item # 16
May 21, 2024
(Reid, Lumumba)

Server Engineer	\$130
Networking Engineer	\$130
Desktop Engineer	\$110
Helpdesk	\$90

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

- Emergency Call – If the customer requires immediate emergency assistance, an emergency service call rate will be applicable at 2.0 times the normal hourly rate; 4-hour minimum on-site, 2-hour minimum remote.
- After hours (Monday-Thursday 5:30 PM – 7:59 AM) 1.5 times normal hourly rate; 4-hour minimum on-site, 2-hour minimum remote.
- Weekends – (Friday 5:31 PM – 11:59 PM; Saturday/Sunday 12 AM – 11:59 PM; Monday 12 AM -7:59 AM) 2.0 times normal hourly rate.
- Holidays- 2.5 times normal hourly rate; 4-hour minimum on-site, 2-hour minimum remote (New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day).

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

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

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

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

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

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



DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: March 19, 2024
To: Mayor Chokwe Antar Lumumba
From: Dr. Muriel Reid, Director
Subject: Professional Service Agreement with Pileum Corporation

The Department of Information Technology is recommending that a professional service agreement should be established with Pileum Corporation, a Mississippi-based company. This agreement will provide 60 Blocks of Time for professional services in Engineering, Network, Forensics, Firewall, Virtualization, and Risk/Compliance Services. This block of time will consist of 60 hours quoted at \$8,700.00.

Mjr/asc

004.904.00.6419

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(REID, LUMUMBA)
DATE 3/19/2024

POINTS		COMMENTS								
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PILEM CORPORATION FOR PROFESSIONAL SERVICES FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY								
2.	Purpose	The purpose of this agreement is to provide 60-Hour, BOT Agreement.								
3.	Who will be affected	All Departments								
4.	Benefits	The benefits are (60-Hour, BOT Agreement) for Professional Services in the areas of Forensics, Firewall, Network, Virtualization and Risk, and Compliance Consulting.								
5.	Schedule (beginning date)	Upon Council Approval								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide								
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Information Technology								
8.	COST	\$8,700.00								
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund Other Professional Services – 004.904.00.6419								
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>

OFFICE OF THE CITY ATTORNEY
4/29/24 S.M.

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 PILEUM CORPORATION FOR PROFESSIONAL IT SERVICES FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant 



Date

17

OFFICE OF THE CITY ATTORNEY
MAY 21 2024

ORDER REQUESTING RATIFICATION OF PREVIOUSLY PERFORMED SECURITY MONITORING SERVICES PERFORMED AT THE GROVE PARK GOLF COURSE AND APPROVING PAYMENT TO SAFEWATCH SECURITY SYSTEMS (MUHAMMAD, LUMUMBA)

WHEREAS, City of Jackson Parks and Recreation Department facilities have experienced numerous burglaries and ongoing vandalism issues; and

WHEREAS, Safewatch Security Systems (Safewatch) performs security monitoring services at the Grove Park Golf Course; and

WHEREAS, Safewatch is an active vendor (vendor number 17596) with the City of Jackson; and

WHEREAS, Safewatch provided an invoice (invoice number 17538) covering its security monitoring services performed at Grove Park Golf Course on May 1, 2022, and May 10, 2022, in the amount of One Thousand Four Hundred Sixty-Nine Dollars (\$1,469.00), which included a late fee in the amount of Ninety-Five Dollars (\$95.00); and,

WHEREAS, it is in the best interests of the City that Safewatch's previous security monitoring services be ratified and that payment in the amount of One Thousand Four Hundred Sixty-Nine Dollars (\$1,469.00) be promptly made to Safewatch.

IT IS HEREBY ORDERED that Safewatch's previous security monitoring services performed at Grove Park Golf Course is ratified and that payment of invoice number 17538 in the amount of One Thousand Four Hundred Sixty-Nine Dollars (\$1,469.00) shall be promptly made to Safewatch.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any agreements and/or documents to effectuate this Order.

(MUHAMMAD, LUMUMBA)
Item No.: 17 Date: May 21, 2024

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: April 23, 2024

POINTS		COMMENTS
1.	Brief Description/Purpose	Order requesting ratification of payment and services to Safewatch Security Systems for monitoring services at the Grove Park Golf Facility
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	Grove Park Municipal Golf Course Facility
4.	Benefits	Provides a safe and secure facility to help deter break-ins and vandalism.
5.	Schedule (beginning date)	Upon City Council Approval.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 4
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Parks and Recreation Department
8.	COST	One Thousand Four Hundred Sixty-Nine Dollars (\$1,469.00)
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Account # 005.501.10-6419
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>

Parks & Recreation Department
633 North State Street, 5th Floor
P O Box 17
Jackson, MS 39205-00173
601-960-0471 (Office)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba
FROM: Abram Muhammad, Director
Department of Parks and Recreation
Date: April 23, 2024
RE: Payment for Safewatch Security Systems

IT IS REQUESTED that the above-described professional services with monitoring services at the Golf Course be ratified and that a payment in the amount of One Thousand Four Hundred Sixty-Nine Dollars (\$1,469.00) be approved and taken from account no. 005-501.10-6419.

The Department of Parks and Recreation Programming Division recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js



SAFEWATCH SECURITY SYSTEMS

PO BOX 9924
JACKSON, MS 39286
(601)713-1994
safewatch.ms@gmail.com

Invoice

BILL TO
MR ISON HARRIS
CITY OF JACKSON PARKS &
RECREATION GROVE PARK GOLF
1800 WALTER WELCH DRIVE
JACKSON, MS 39213 USA

SHIP TO
MR ISON HARRIS
CITY OF JACKSON PARKS &
RECREATION GROVE PARK GOLF
1800 WALTER WELCH DRIVE
JACKSON, MS 39213 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
17538	08/03/2023	\$1,469.00	08/13/2023	Net 10	

<u>DATE</u>	<u>ACTIVITY</u>	<u>QTY</u>	<u>RATE</u>	<u>AMOUNT</u>
05/01/2022	MONITORING MONITORING & INTERACTIVE SERVICES 05/01/2022 - 05/01/2024	24	49.00	1,176.00
05/10/2022	SERVICE INCREASE IN CAMERA EQUIPMENT COST	1	198.00	198.00
02/09/2024	LATE FEE LATE FEE	19	5.00	95.00

Seek first the kingdom of God and His Righteousness

SUBTOTAL	1,469.00
TAX (8%)	0.00
TOTAL	1,469.00
BALANCE DUE	\$1,469.00

Justin Powell
4/29/24
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

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING RATIFICATION OF PREVIOUSLY PERFORMED SECURITY MONITORING SERVICES PERFORMED AT THE GROVE PARK GOLF COURSE AND APPROVING PAYMENT TO SAFEWATCH SECURITY SYSTEMS (MUHAMMAD, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

<u><i>Drew Martin by Justin Powell</i></u>	<u>5/2/24</u>
Drew Martin, City Attorney	Date
Sondra Moncure, Special Assistant	<u><i>S.M. 5/1/24</i></u>
Justin Powell, Deputy City Attorney	<u><i>JP 4/29/24</i></u>

18

ORDER RATIFYING PAST SERVICING AND REPAIR WORK PERFORMED BY AND APPROVING PAYMENT TO LADD'S GOLF & TURF LLC FOR COMPLETED SERVICING AND REPAIRS TO A CITY OWNED JACOBSEN LF570 MOWER, LOCATED AT THE PETE BROWN GOLF FACILITY, TOTALING THIRTEEN THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS AND EIGHT CENTS (\$13,731.08)

WHEREAS, the Pete Brown Golf Course is a city-owned golf course; and

WHEREAS, the City of Jackson owns a Jacobsen LF570 2WD T4F mower; and

WHEREAS, the City of Jackson Parks and Recreation Department requested servicing and repairs to the mower from Ladd's Golf & Turf LLC (Ladd's); and

WHEREAS, Ladd's submitted an invoice to the Parks and Recreation Department for servicing and repairs of the city-owned mower; and

WHEREAS, the invoice submitted by Ladd's was for servicing and repairs to a Jacobsen LF570 2WD T4F, Unit No. 8892, Unit Serial No. 1670, Unit Model 68017, and Unit Tag RLM159 totaling THIRTEEN THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS AND EIGHT CENTS (\$13,731.08); and

WHEREAS, Ladd's is a Limited Liability Company in the State of Tennessee, currently in good standing with the Mississippi Secretary of State, having registered with the State of Mississippi on February 25, 2022; and

WHEREAS, it is in the best interests of the City of Jackson that Ladd's servicing work performed on the Jacobsen mower be ratified and payment to Ladd's for said servicing work be approved; thus

IT IS HEREBY ORDERED that the above-mentioned servicing work performed by Ladd's on the Jacobsen LF570 2WD T4F is ratified and payment for the invoice submitted by Ladd's for said servicing and repairs in the amount totaling THIRTEEN THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS AND EIGHT CENTS (\$13,731.08) is approved; and

IT IS FURTHER ORDERED that payment in the amount of THIRTEEN THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS AND EIGHT CENTS (\$13,731.08) be made to Ladd's from account number 005-504.30-6317.

Agenda Item # 18
May 21, 2024
(Muhammad, Lumumba)



6881 Appling Farms Parkway
 Memphis, TN 38133
 Phone: (901) 324-8801
 Fax: (901) 324-6814
 Email: sales@bobladd.com
 www.ladds.net

"Up your life with Ladd's"

Memphis, TN Baton Rouge, LA Knoxville, TN Little Rock, AR Jackson, MS

SERVICE INVOICE

Invoice: 05-320381

Date: 9/28/2023

PO:

CustId: CITY OF JACK2

Cust Email: shutton@city.jackson.ms.us
 Phone: (601) 960-1905
 Salesperson: SHuckabee
 User: LFiveash

Bill To:

CITY OF JACKSON MS
 Ison Harris
 EMAIL ALL INVOICES TO:
 mvoltz@city.jackson.ms.us
 JACKSON, MS 39205

Ship To:

CITY OF JACKSON MS
 Ison Harris
 EMAIL ALL INVOICES TO:
 mvoltz@city.jackson.ms.us
 JACKSON, MS 39205
 (601) 960-1905 x

Opened: 9/28/2023
 Work Order No: 05-319285
 Pickup Date:
 Unit No: 8892
 Unit Serial: 1670
 Unit Desc: LF-570 2WD T4F
 Unit Meter: 0.0

Responsible Tech: JWalkerSKIP
 My Ref: 05/CP/B
 Delivery Date:
 Unit Make:
 Unit Model: 68017
 Unit Tag: RLM159

CP/B - SERVICE UNIT/GRIND REELS

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
CITY OF JXN							
CP/B - SERVICE UNIT/GRIND REELS							
	SL	Customer Work	0		\$125.00		\$0.00
4113986	PA	JAC - OIL FILTER [# HH164-32430]	1		\$44.62		\$44.62
2811255	PA	JAC - CARTRIDGE, HYD. FILTER, CHARGE	1		\$77.37		\$77.37
557772	PA	JAC - ELEMENT	1		\$40.56		\$40.56
4297133	PA	JAC - FUEL FILTER [NOTES]	1		\$47.36		\$47.36
3010470	PA	JAC - SPRING, URETHANE	10		\$12.65		\$126.60
3009138	PA	JAC - SCREW, BEDKNIFE 1/4-20 X 1/2"	65		\$0.77		\$50.05
4125831	PA	JAC - PROXIMITY SWITCH, ORANGE [#IN5384]	1		\$109.29		\$109.29
1003728	PA	JAC - ROLLER ASSEMBLY - 22"	5		\$248.95		\$1,244.75
4113986	PA	JAC - OIL FILTER [# HH164-32430]	1		\$44.62		\$44.62
4133820	PA	JAC - FILTER, PRIMARY	1		\$37.60		\$37.60
4133821	PA	JAC - SAFETY FILTER	1		\$54.60		\$54.60

A finance charge of 1.5% per month will be charged on all accounts not paid within invoice terms.
 Invoices paid on open account via credit card will be subject to a 3% convenience fee.



6881 Appling Farms Parkway
 Memphis, TN 38133
 Phone: (901) 324-8801
 Fax: (901) 324-6814
 Email: sales@bobladd.com
 www.ladds.net

"Up your life with Ladd's"

Memphis, TN Baton Rouge, LA Knoxville, TN Little Rock, AR Jackson, MS

SERVICE INVOICE

Invoice: 05-320381
 Date: 9/28/2023

PO:
 CustId: CITY OF JACK2

Cust Email: shutton@city.jackson.ms.us
 Phone: (601) 960-1905
 Salesperson: SHuckabee
 User: LFiveash

Bill To:
 CITY OF JACKSON MS
 Ison Harris
 EMAIL ALL INVOICES TO:
 mvoltz@city.jackson.ms.us
 JACKSON, MS 39205

Ship To:
 CITY OF JACKSON MS
 Ison Harris
 EMAIL ALL INVOICES TO:
 mvoltz@city.jackson.ms.us
 JACKSON, MS 39205
 (601) 960-1905 x

Item #	Part	Description	Qty	Unit Price	Total Price
4297126	PA	JAC - ELEMENT, SEPARATOR (KUB # 1J430-43060)	1	\$84.78	\$84.78
503460	PA	JAC - BEDKNIFE 22 [NOTES]	5	\$111.44	\$557.20
2810472	PA	JAC - REEL, 7IN, 11-BLD (22" CUT)	1	\$1,058.28	\$1,058.28
1003728	PA	JAC - ROLLER ASSEMBLY - 22"	3	\$248.95	\$746.85
7 70	PA	JAC - SPRING, URETHANE	6	\$12.65	\$75.90
3000210	PA	JAC - RETAINER RING	2	\$74.88	\$149.76
2811255	PA	JAC - CARTRIDGE, HYD. FILTER, CHARGE	1	\$77.37	\$77.37
	SS	Shop Supplies	1	\$7.50	\$7.50
Segment Total:					\$4,634.96

Parts:	\$4,627.46
Shop Supplies:	\$7.50

Totals	
Sub Total:	\$4,634.96
Total Tax:	\$0.00
Invoice Total:	\$4,634.96

Forms of Payment

Type	Description	Amount
Net30	Customer Id: CITY OF JACK2 Ref No: 319285	\$4,634.96
Payment Terms: Net 30		
Total Forms of Payment:		\$4,634.96

A finance charge of 1.5% per month will be charged on all accounts not paid within invoice terms.
 Invoices paid on open account via credit card will be subject to a 3% convenience fee.



6881 Appling Farms Parkway
 Memphis, TN 38133
 Phone: (901) 324-8801
 Fax: (901) 324-6814
 Email: sales@bobladd.com
 www.ladds.net

"Up your life with Ladd's"

Memphis, TN Baton Rouge, LA Knoxville, TN Little Rock, AR, Jackson, MS

SERVICE INVOICE

Invoice: 05-320382

Date: 9/28/2023

PO:

Custid: CITY OF JACK2

Cust Email: shutton@city.jackson.ms.us
 Phone: (601) 960-1905
 Salesperson: SHuckabee
 User: LFiveash

Bill To:

CITY OF JACKSON MS
 Ison Harris
 EMAIL ALL INVOICES TO:
 mvoltz@city.jackson.ms.us
 JACKSON, MS 39205

Ship To:

CITY OF JACKSON MS
 Ison Harris
 EMAIL ALL INVOICES TO:
 mvoltz@city.jackson.ms.us
 JACKSON, MS 39205
 (601) 960-1905 x

Opened: 9/28/2023
 Work Order No: 05-319284
 Pickup Date:
 Unit No: 8892
 Unit Serial: 1670
 Unit Desc: LF-570 2WD T4F

Responsible Tech: JWalkerSKIP
 My Ref: 05/CP/B
 Delivery Date:
 Unit Make:
 Unit Model: 68017
 Unit Tag: RLM159

CP/B - SERVICE UNIT/GRIND REELS

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
CITY OF JXN							
		CP/B - SERVICE UNIT/GRIND REELS					
	SL	Customer Work	14.5		\$125.00		\$1,812.50
123268	PA	JAC - ROLLER ASM	5		\$423.15		\$2,115.75
503460	PA	JAC - BEDKNIFE 22 [NOTES]	5		\$111.44		\$557.20
	SS	Shop Supplies	1		\$7.50		\$7.50
						Segment Total:	\$4,492.95

Labor:	\$1,812.50
Parts:	\$2,672.95
Shop Supplies:	\$7.50

A finance charge of 1.5% per month will be charged on all accounts not paid within invoice terms.
 Invoices paid on open account via credit card will be subject to a 3% convenience fee.



6881 Appling Farms Parkway
 Memphis, TN 38133
 Phone: (901) 324-8801
 Fax: (901) 324-6814
 Email: sales@bobladd.com
 www.ladds.net

"Up your life with Ladd's"

Memphis, TN Baton Rouge, LA Knoxville, TN Little Rock, AR Jackson, MS

SERVICE INVOICE

Invoice: 05-320382

Date: 9/28/2023

PO:

Custid: CITY OF JACK2

Cust Email: shutton@city.jackson.ms.us
 Phone: (601) 960-1905
 Salesperson: SHuckabee
 User: LFiveash

Bill To:

CITY OF JACKSON MS
 Ison Harris
 EMAIL ALL INVOICES TO:
 mvoltz@city.jackson.ms.us
 JACKSON, MS 39205

Ship To:

CITY OF JACKSON MS
 Ison Harris
 EMAIL ALL INVOICES TO:
 mvoltz@city.jackson.ms.us
 JACKSON, MS 39205
 (601) 960-1905 x

Totals	
Sub Total:	\$4,492.95
Total Tax:	\$0.00
Invoice Total:	\$4,492.95

Forms of Payment		
Type	Description	Amount
Net30	Customer Id: CITY OF JACK2 Ref No: 319284	\$4,492.95
Payment Terms: Net 30		
Total Forms of Payment:		\$4,492.95

Balance Due On This Invoice: \$4,492.95

A finance charge of 1.5% per month will be charged on all accounts not paid within invoice terms.
 Invoices paid on open account via credit card will be subject to a 3% convenience fee.



6981 Appling Farms Parkway
 Memphis, TN 38133
 Phone: (901) 324-8801
 Fax: (901) 324-6814
 Email: sales@bobladd.com
 www.ladds.net

"Up your life with Ladd's"

Memphis, TN Baton Rouge, LA Knoxville, TN Little Rock, AR, Jackson, MS

SERVICE INVOICE

Invoice: 05-320383
 Date: 9/28/2023

PO:
 Custid: CITY OF JACK2

Cust Email: shutton@city.jackson.ms.us
 Phone: (601) 960-1905
 Salesperson: SHuckabee
 User: LFiveash

Bill To:

CITY OF JACKSON MS
 Ison Harris
 EMAIL ALL INVOICES TO:
 mvoltz@city.jackson.ms.us
 JACKSON, MS 39205

Ship To:

CITY OF JACKSON MS
 Ison Harris
 EMAIL ALL INVOICES TO:
 mvoltz@city.jackson.ms.us
 JACKSON, MS 39205
 (601) 960-1905 x

Opened: 11/6/2022
 Work Order No: 05-269110
 Pickup Date:
 Unit No: 8892
 Unit Serial: 1670
 Unit Desc: LF-570 2WD T4F
 Unit Meter: 0.0

Responsible Tech: JWalkerSKIP
 My Ref: 05/CP/B
 Delivery Date:
 Unit Make:
 Unit Model: 68017
 Unit Tag: RLM159

CP/B - SERVICE UNIT/GRIND REELS

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
CITY OF JXN							
		CP/B - SERVICE UNIT/GRIND REELS					
	SL	Customer Work	0		\$125.00		\$0.00
2810472	PA	JAC - REEL, 7IN, 11-BLD (22" CUT)	4		\$1,058.28		\$4,233.12
5003103	PA	JAC - GREENS CARE, 5GAL PAIL ISO68 [S/J]	1		\$362.55		\$362.55
	SS	Shop Supplies	1		\$7.50		\$7.50
Segment Total:							\$4,603.17

Parts:	\$4,595.67
Shop Supplies:	\$7.50

Totals	
Sub Total:	\$4,603.17
Total Tax:	\$0.00
Invoice Total:	\$4,603.17

A finance charge of 1.5% per month will be charged on all accounts not paid within invoice terms.
 Invoices paid on open account via credit card will be subject to a 3% convenience fee.



6881 Appling Farms Parkway
 Memphis, TN 38133
 Phone: (901) 324-8801
 Fax: (901) 324-6614
 Email: sales@bobladd.com
 www.ladds.net

"Up your life with Ladd's"

Memphis, TN Baton Rouge, LA Knoxville, TN Little Rock, AR Jackson, MS

SERVICE INVOICE

Invoice: 05-320383
 Date: 9/28/2023

PO:
 CustId: CITY OF JACK2

Cust Email: shutton@city.jackson.ms.us
 Phone: (601) 960-1905
 Salesperson: SHuckabee
 User: LFiveash

Bill To:

CITY OF JACKSON MS
 Ison Harris
 EMAIL ALL INVOICES TO:
 mvoltz@city.jackson.ms.us
 JACKSON, MS 39205

Ship To:

CITY OF JACKSON MS
 Ison Harris
 EMAIL ALL INVOICES TO:
 mvoltz@city.jackson.ms.us
 JACKSON, MS 39205
 (601) 960-1905 x

Forms of Payment

Type	Description	Amount
P	Customer Id: CITY OF JACK2 Ref No: 269110	\$4,603.17
Payment Terms: Net 30		
Total Forms of Payment:		\$4,603.17

Balance Due On This Invoice: \$4,603.17



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Ladd's Golf & Turf, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1326660
Status:	Good Standing
Effective Date:	02/25/2022
State of Incorporation:	MI
Principal Office Address:	6881 Appling Farms Parkway Memphis, TN 38133

Registered Agent

Name
REGISTERED AGENTS, INC 270 TRACE COLONY PARK STE B RIDGELAND, MS 39157

Officers & Directors

Name	Title
James Caldwell 6881 Appling Farms Parkway Memphis, TN 38135	Member

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 11/14/2023

POINTS		COMMENTS																																																		
1.	Brief Description/Purpose	Order ratifying past servicing, repair work performed by, and approved payments to Ladd's Golf & Turf, LLC. for completed servicing and repairs to a Jacobsen LF570 2WD T4F, city-owned mower located at the Pete Brown Golf Facility totaling Thirteen-Thousand Seven-Hundred Thirty-One Dollars and Eight Cents (\$13,731.08).																																																		
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 7. Quality of Life																																																		
3.	Who will be affected	Parks and Recreation Department																																																		
4.	Benefits	Providing services to equipment to provide the necessary maintenance needed at the city-owned golf course.																																																		
5.	Schedule (beginning date)	Upon City Council Approval.																																																		
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 4 No																																																		
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	The Parks and Recreation Department – Golf Division																																																		
8.	COST	Thirteen-Thousand Seven-Hundred Thirty-One Dollars and Eight Cents (\$13,731.08).																																																		
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	FY2024 Account No. 005-504.30-6317 \$13,731.08																																																		
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</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>___</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>___</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>___</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>___</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>
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: Stephen Hutton, Interim Director
CC: Abram Muhammad, Deputy Director
Department of Parks & Recreation
Date: November 14, 2023
Re: Past Services – Ladd’s Golf & Turf

Order ratifying past servicing, repair work performed by, and approved payments to Ladd’s Golf & Turf, LLC. for completed servicing and repairs to a Jacobsen LF570 2WD T4F, city-owned mower located at the Pete Brown Golf Facility totaling Thirteen-Thousand Seven-Hundred Thirty-One Dollars and Eight Cents (\$13,731.08).

The Department of Parks and Recreation & the Golf Division recommends that this Order be submitted for the Council’s consideration.

Thank you.

SH/sa

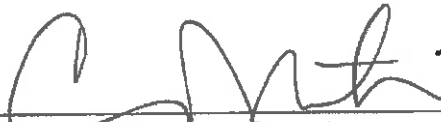
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
12/13/23

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PAST SERVICING AND REPAIR WORK PERFORMED BY AND APPROVING PAYMENT TO LADD'S GOLF & TURF, LLC., FOR COMPLETED SERVICING AND REPAIRS TO A CITY OWNED JACOBSEN LF570 MOWER, LOCATED AT THE PETE BROWN GOLF FACILITY, TOTALING THIRTEEN THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS AND EIGHT CENTS (\$13,731.08)** is legally sufficient for placement in NOVUS Agenda.



Cateria Martin, City Attorney
Justin Powell, Deputy City Attorney *JP 12/12/23*

12/13/23
Date

19

Bill 4/20/24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND MULTI-CON, INC FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S HEALTHY HOMES PRODUCTION GRANT PROGRAM

WHEREAS, on August 31, 2021, the Mayor was authorized to execute any and all documents necessary to apply for and administer the U.S. Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes Production Grant that will support existing housing rehabilitation programs, and

WHEREAS, the Department of Planning and Development, through the Office of Housing and Community Development (OHCD), was awarded one million five hundred eight-one thousand nine hundred eighty-one dollars and thirteen cents (\$1,581,981.13) for the Healthy Homes Production Grant (HHP); and

WHEREAS, the HHP has a 42-month funding period; and

WHEREAS, a Grant Agreement was issued on May 1, 2022, which allowed OHCD to begin program activities for the City's Healthy Homes Production Grant Program; and

WHEREAS, on February 29, 2024, OHCD received three (3) quotes from qualified, licensed, and certified contractors, to complete electrical, mechanical, plumbing, interior general, exterior general renovations of the property located at 831 Carver Street, Jackson, MS 39203; and

WHEREAS, on March 1, 2024, OHCD received a letter of acceptance from Multi-Con, Inc accepting the award amount of nine thousand eight hundred dollars (\$9,800.00) for 831 Carver Street Jackson, MS 39203.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute any and all documents necessary to enter into a contract with Multi-Con Inc. to repair the property located at 831 Carver Street, Jackson, MS 39203 under the Healthy Homes Production Grant Program.

IT IS FURTHER ORDERED that the Department of Planning and Development, through OHCD, is authorized to review and approve any necessary change orders with Multi-Con Inc. in an amount not to exceed five thousand dollars (\$5,000.00) per bid with the proper supporting documentation evidencing a need.

IT IS FURTHER ORDERED that the total amount expended under the contract shall not exceed fourteen thousand eight hundred dollars (\$14,800.00), which includes nine thousand eight hundred dollars (\$9,800.00) for the initial repair cost and five thousand dollars (\$5,000.00) for any authorized change order.

IT IS FURTHER ORDERED that all change orders exceeding five thousand dollars (\$5,000.00) must be approved by City Council.

Agenda Item # 19
May 21, 2024
(Keeton, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 3/13/2024

	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND MULTI-CON, INC FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S HEALTHY HOMES PRODUCTION GRANT PROGRAM
2.	Purpose	Healthy Homes Production Grant Program
3.	Who will be affected	City of Jackson
4.	Benefits	831 Carver Street, Jackson, MS 39203
5.	Schedule (beginning date)	May 1, 2024
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	City of Jackson
7.	Action implemented by: City Department <u> X </u> Consultant _____	Department of Planning Office of Housing & Community Development.
8.	COST	(\$9,800.00) HHPG Funds
9.	Source of Funding General fund <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	085-96450-6485
10.	E. B.O. 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 _____

MEMORANDUM

TO: Mayor Chokwe Lumumba

FROM: Dr. Jarkisha Spann, Sr. Planner, Office of Housing and Community Development

Cc: Reginald Jefferson, Deputy Director; Cynthia Lynch, Housing Rehabilitation Manager

DATE: April 22, 2024

SUBJECT: Agenda Item for March 26th City Council Meeting

The attached agenda allows the Office of Housing and Community Development to provide limited repair services using allocated Healthy Homes Production Grant funds for property located at 831 Carver Street, Jackson, MS 39203.

Thank You

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
Ball 4/22/24

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND MULTI-CON, INC FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S HEALTHY HOMES PRODUCTION GRANT PROGRAM** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

5/13/24
Date

Sondra Moncure, Special Assistant

Kristie Metcalfe, Deputy City Attorney





CONTRACTOR BID FORM

Program Type: Limited Repair Rehabilitation Comprehensive Rehabilitation (Select One)

Contractor Information

Company: Multi-Con, Inc.
Name: Joe C. Collins
Address: P.O. Box 9325
City, State: Jackson, MS Zip/Postal Code: 39286
Email: Multiconelec @ comcast.net
Phone: (601) 922-7777 Fax: (601) 922-7717

Project Bid Information

Rehabilitation Site Address: 831 Carver St.

Based upon the scope of work and specifications provided (See Attached), Multi-Con, Inc. (company name) proposes to complete work on the above referenced property for an amount of \$ 9,800.

I understand that I am bidding to participate in programs that are funded through the U. S. Department of Housing and Urban Development and that my bid must reflect costs that are both reasonable and necessary for the completion of the project as described in the documents provided to me by the City of Jackson, Office of Housing and Community Development.

Contractor Signature: Joe C. Collins Date: 2/29/24
Print Name: Joe C. Collins Date:
Company: Multi-Con, Inc.

For Office Use Only:
Bid Approved by: Date:



CONTRACTOR BID FORM

Program Type: Limited Repair Rehabilitation Comprehensive Rehabilitation
(Select One)

Contractor Information

Company: Ben Wiggins Remodeling
Name: Benjamin Wiggins
Address: 1015 ...
City, State: Jackson, MS Zip/Postal Code: 39203
Email: ben@benwigginsremodeling.com
Phone: 601 401 4888 Fax: 601 401 8888

Project Bid Information

Rehabilitation Site Address: 831 Carver Street

Based upon the scope of work and specifications provided (See Attached), Ben Wiggins Remodeling (company name) proposes to complete work on the above referenced property for an amount of \$ 12,000.00.

I understand that I am bidding to participate in programs that are funded through the U. S. Department of Housing and Urban Development and that my bid must reflect costs that are both reasonable and necessary for the completion of the project as described in the documents provided to me by the City of Jackson, Office of Housing and Community Development.

Contractor Signature: Ben Wiggins Date: 02-29-24
Print Name: Benjamin Wiggins Date: 02-29-24
Company: Ben Wiggins Remodeling

For Office Use Only:
Bid Approved by: _____ Date: _____

MULTI-CON, INC.
P.O. BOX 9325 JACKSON, MS 39286-9325
(601)922-7777 Fax (601) 922-7717
Email: multiconelec@comcast.net

March 01, 2024

City Of Jackson
John Avery, Manager
Office of Housing and Community Development
200 South President Street (2nd Floor)
Jackson, MS 39201

Re: Letter of Acceptance – 831 Carver Street

Dear Mr. Avery:

This will serve as formal notice to you and The City of Jackson Office of Housing and Community Development, that Multi-Con, Inc. hereby accepts the award for 831 Carver Street in the amount of \$9,800.00.

If additional information is needed, please notify me at the address above or email multiconelec@comcast.net or call 601-540-8134.

Sincerely,

Joe C. Collins

Joe C. Collins
President

Cost estimate

HEALTHY HOME PRODUCTION GRANT PROGRAM

*Job: 831 Carver St
Ms. Bernice Body*

Description	Unit Price	Est. Total
HEALTHY HOMES		
Install 3- Tab shingle Roof		\$9,248
GRAND TOTAL		\$9,248
-/10%		\$8,323.00
+/10%		\$10,172.00

CITY OF JACKSON
OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT
HHPG REPAIR PROGRAM



|| 831 Carver St

EXTERIOR

1. Install 3 – Tab Shingle Roof on House (approx. 20 squares) (include up to 10% decking) (include ridge vent, Drip edge, and all applicable hardware and trim)

20

ORDER AUTHORIZING THE MAYOR TO AMEND AGREEMENT WITH STAFFERS, INC. TO PROVIDE TEMPORARY STAFFING SERVICES FOR OFFICE OF THE CITY ATTORNEY

WHEREAS, on September 26, 2023, the governing authority authorized the Mayor to execute a one-year agreement with Staffers, Inc. to provide temporary staffing services to various city departments: and

WHEREAS, on October 10, 2023, the Mayor executed said contract which allowed temporary staffing for City of Jackson as follows: General Office Clerk \$13.00/hour; Date Entry Clerk \$16.20/hour; Receptionist \$16.20/hour; Administrative Assistant \$17.55/hour; Accounting Clerk \$17.55/hour; Legal Secretary \$19.50/hour, and Paralegal \$19.5/hour for one year from the date of execution; and

WHEREAS, the Office of the City Attorney is in a shortfall of three (3) attorney positions; and

WHEREAS, the Office of the City Attorney requires temporary staffing services for attorneys within the legal department; and

WHEREAS, the Office of the City Attorney has reached out to Human Resources for assistance with temporary staffing for this office; and

WHEREAS, the Department of Human Resources does not have the authority to accommodate such a request; and

WHEREAS, the Office of the City Attorney reached out to Staffers, Inc. for a rate sheet for attorneys; and

WHEREAS, Staffers submitted a rate sheet for the temporary position of an attorney to the Office of the City Attorney as follows:

Attorney	\$53.84 - \$61.53
-----------------	--------------------------

WHEREAS, the Office of the City Attorney requests that the governing authority authorize the Mayor to amend the rate sheet for the agreement approved on September 26, 2023, to add the rate mentioned above for attorneys; and

WHEREAS, Staffers, Inc. will invoice the Office of the City Attorney for services provided under this agreement on a weekly basis, and the Office of the City Attorney will remit payment within 30 days but no more than 45 days, which is consistent with the statute for timely payment by governmental entities; and

WHEREAS, overtime requires payment of 1 ½ times the payment of compensation based on federal law. When federal law requires 1 ½ times of pay for work exceeding 40 hours in a week, the City will be billed at 1 ½ times of the regular bill rate; and

WHEREAS, a copy of the agreement and proposed rate sheet is attached and made a part of the minutes.

IT IS THEREFORE ORDERED, that the Mayor is authorized to amend the rate sheet for the agreement approved on September 26, 2023, to include the temporary position of an attorney at the rate of \$53.84-\$61-53 for the Office of the City Attorney.

Staffers 2023-2024 Rate Sheet

City of Jackson

General Office Clerk	13.00
Data Entry Clerk	16.20
Receptionist	16.20
Administrative Assistant	17.55
Accounting Clerk	17.55
Legal Secretary	19.50
Paralegal	19.50
Attorney	53.84-61.53

**Kelly Collum
Staffers, Inc
1437 Old Square Rd., Suite 107
Jackson, MS 39211**

8/11/2023

MEMORANDUM

Date: May 14, 2024
To: Mayor Chokwe Antar Lumumba
From: Drew Martin, City Attorney
Subject: Agenda Item for Council Meeting

Attached you will find an agenda item requesting an order authorizing the Mayor to amend agreement with Staffers, INC. to provide temporary Staffing services for Office of the City Attorney. The proposed rate for an attorney is between \$53.84 - \$61.53 per hour.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

5/12/2014

DATE

POINTS		COMMENTS					
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO AMEND AGREEMENT WITH STAFFERS, INC. TO PROVIDE TEMPORARY STAFFING SERVICES FOR OFFICE OF THE CITY ATTORNEY					
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	City of Jackson					
4.	Benefits						
5.	Schedule (beginning date)	Upon City Council approval					
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	CITYWIDE					
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: § City Department § Consultant	Office of the City Attorney					
8.	COST	Contract labor line item 001.407.00-6489 (\$13,900)					
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding § General Fund § Grant § Bond § Other	General Fund					
10.	EBO participation	ABE _____%	WAIVER	yes _____	no _____	N/A	X
		AABE _____%	WAIVER	yes _____	no _____	N/A	X
		WBE _____%	WAIVER	yes _____	no _____	N/A	X
		HBE _____%	WAIVER	yes _____	no _____	N/A	X
		NABE _____%	WAIVER	yes _____	no _____	N/A	X

OFFICE OF THE CITY ATTORNEY
5/14/29 Sum.

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 AMEND AGREEMENT WITH STAFFERS, INC. TO PROVIDE TEMPORARY STAFFING SERVICES FOR OFFICE OF THE CITY ATTORNEY** is legally sufficient for placement in NOVUS Agenda.

Drew Martin

Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Sum.

5/14/29

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFERS INC. TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS.

WHEREAS, the City of Jackson has a need for temporary staffing services for various City Departments; and

WHEREAS, the Department of Human Resources is responsible for securing temporary staffing services for all City Departments; and

WHEREAS, representatives from City Departments will notify the Department of Human Resources when they need temporary staffing services; and

WHEREAS, the Department of Human Resources sends a request to temporary agencies when there is a need for services;

WHEREAS, the request includes the requesting Department, classification title, duties, quote and schedule; and

WHEREAS, the Department of Human Resources selects the agency with the lowest quote; and

WHEREAS, Staffers will provide the City of Jackson on request with qualified temporary staffing services for the classification specifications; and

WHEREAS, Staffers has an office located at 1437 Old Square Road, Suite 1007, Jackson, Mississippi; and

WHEREAS, Staffers submitted a rate sheet for the temporary positions provided to the City of Jackson as follows: General Office Clerk \$13.00/hour; Data Entry Clerk \$16.20/hour Receptionist \$16.20/hour; Administrative Assistant \$17.55/hour; Accounting Clerk \$17.55/hour Legal Secretary; \$19.50/hour and Paralegal \$19.50/hour

WHEREAS, Staffers will submit time sheets documenting the time worked and invoices to the City for services performed by assigned employees on a weekly basis, and the City will remit payment within 30-45 days consistent with the statute for timely payment by governmental entities; and

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon; and

WHEREAS, Staffers will recruit, screen, interview, hire, and assign its employees to perform the work under the supervision of the City of Jackson and will be responsible for paying the assigned employees' wages and provide them with the benefits Staffers offers to them; and

WHEREAS, Staffers will pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers compensation benefits and handle unemployment and workers' compensation claims involving the assigned employees; and

WHEREAS, Staffers will comply with federal, state and local labor and employment laws applicable to assigned employees including the Immigration Reform and Control Act of 1986, the Internal Revenue Code, the Employee Retirement Income Security Act, the Health Insurance Portability and Accountability Act, the Family Medical Leave Act, Title VII of the Civil Rights Act of 1964, the American with Disabilities Act, the Fair Labor Standards Act, the Consolidated Omnibus Budget Reconciliation Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, and the Patient Protection and Affordable Care Act;

WHEREAS, Staffers will comply with all provisions of the Affordable Care Act applicable to assigned employees, including the employer shared responsibility provisions related to the offer of minimum essential coverage to "full-time" employees as those terms are defined in the United States Code and related regulations and the applicable employer information reporting provisions set forth in the United States Code and related regulations; and

WHEREAS, Staffers will have the right to physically inspect the work site and work processes to review and address unilaterally or in coordination with the City work performance issues of the assigned employee and to enforce Staffers' employment policies related to the assigned employees conduct at the worksite; and

WHEREAS, the City will properly supervise the assigned employee performing its work and be responsible for its business operations, products, services, and intellectual property; and

WHEREAS, the City will supervise, control, and safeguard its premises, processes, or systems and not permit assigned employees to operate any vehicle or mobile equipment or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Staffers' express prior written approval or as strictly required by the job description provided to Staffers; and

WHEREAS, the City will not change the assigned employees job duties without Staffers' express prior written approval; and

WHEREAS, the City will exclude assigned employees from its benefit plans, policies, and practices and not make any offer or promise relating to the assigned employee's compensation and benefits; and

WHEREAS, the City and Staffers agree to hold confidential information in strict confidence and not disclose the information to third parties or use the information for any purpose other than performing the Agreement as required; and

WHEREAS, knowledge, possession or use of the City's information will not be imputed to Staffers as a result of an assigned employee having access to the information; and

WHEREAS, the terms of the agreement will be considered severable, such that if any provision or clause which conflicts with existing or future law or may not be given full effect because of the law, no other provision that can operate without the conflicting provision or clause will be affected; and

WHEREAS, neither party will be responsible for failure or delay in performance of the agreement if the delay in performance is due to labor disputes, strikes, fire, riot, war, terrorism, Acts of God or other causes beyond the control of the nonperforming party; and

WHEREAS, Staffers will provide proof of liability and workers compensation coverage upon request of the City.

IT IS HEREBY ORDERED that the Mayor be authorized to execute a contract with Staffers for the purposes stated in this Order.

IT IS FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to implement the contract described in this Order.

IT IS FURTHER ORDERED that payment for the services provided after the contract has been executed may be made to Staffers.

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

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

Nays – None.

Absent – None.

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 September 26, 2023. 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.

STAFFERS STAFFING AGREEMENT

STAFFERS, with its principal office located at 1437 Old Square Road, Suite 107, Jackson, MS 39211 and City of Jackson, Jackson, MS (CLIENT) agree to the terms and conditions set forth in this STAFFERS Staffing Agreement

STAFFERS

1. DUTIES AND RESPONSIBILITIES

STAFFERS will:

- Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform the type of work under CLIENT's supervision and will, as the common law employer of Assigned Employees, be responsible for the following;
- Pay Assigned Employees' wages and provide them with the benefits that Staffers offers to them;
- Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act (ACA).
- Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

1.2 RIGHT TO CONTROL

In addition to STAFFERS' duties and responsibilities set forth in paragraph 1, STAFFERS, as the common law employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFERS' employment policies relating to Assigned Employee conduct at the worksite.

CLIENT

2. DUTIES AND RESPONSIBILITIES

CLIENT will:

- Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended

premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Staffers' express prior written approval or as strictly required by the job description provided to Staffers;

- Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- Not change Assigned Employees' job duties without Staffers' express prior written approval; and
- Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

PAYMENT TERMS, BILL RATES, AND FEES

3. CLIENT will pay STAFFERS for its performance at the rates set forth in Exhibit A. STAFFERS will invoice CLIENT for services provided under this Agreement on a weekly basis and CLIENT will remit payment within 30 – 45 days, which is consistent with the statute for timely payment by governmental entities. Invoices will be supported by the STAFFERS' time sheets documenting time worked by the Assigned Employees. CLIENT's signature submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFERS to bill CLIENT for those hours.
4. CLIENT agrees that overtime requires payment of 1 ½ times the payment of compensation based on federal law. When federal law requires 1 ½ times of pay for work exceeding 40 hours in a week, CLIENT will be billed at 1 ½ times of the regular bill rate.

CONFIDENTIAL INFORMATION

5. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFERS as a result of Assigned Employees' access to such information.

COOPERATION

6. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

MISCELLANEOUS

7. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
8. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
9. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
10. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

11. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
12. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
13. CLIENT will not transfer or assign this Agreement without STAFFERS' written consent.
14. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
15. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
16. Upon request, Staffers will provide CLIENT with proof of liability coverage and workers compensation coverage.

TERM OF AGREEMENT

17. This Agreement will be for a term of 12 MONTHS from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 5 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 2 hours written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

<p>CLIENT</p> <p><i>[Handwritten Signature]</i></p> <hr/> <p>Signature</p> <p>Chokwe A. Lumumba</p> <hr/> <p>Printed Name</p> <p>Mayor, City of Jackson, MS</p> <hr/> <p>Title</p> <p>10/10/23</p> <hr/> <p>Date</p>	<p>STAFFERS</p> <p><i>[Handwritten Signature]</i></p> <hr/> <p>Signature</p> <p>Kelly Collum</p> <hr/> <p>Printed Name</p> <p>Business Development</p> <hr/> <p>Title</p> <p>8/11/2023</p> <hr/> <p>Date</p>
--	--

Staffers 2023-2024 Rate Sheet

City of Jackson

General Office Clerk	13.00
Data Entry Clerk	16.20
Receptionist	16.20
Administrative Assistant	17.55
Accounting Clerk	17.55
Legal Secretary	19.50
Paralegal	19.50

**Kelly Collum
Staffers, Inc
1437 Old Square Rd., Suite 107
Jackson, MS 39211**

8/11/2023

21

ORDER AMENDING THE OFFICE OF THE CITY ATTORNEY'S FISCAL YEAR 2023-2024 BUDGET

OFFICE OF THE CITY ATTORNEY
 SAUL C. M. STUBBS
 CITY OF JACKSON

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

WHEREAS, since the adoption of fiscal year 2023- 2024 budget, the Office of the City Attorney realized that funds are needed for certain legal services agreement which were not appropriated in said budget; and

WHEREAS, on December 19, 2023, the governing authority authorized the Mayor to execute an agreement with Jones Walker, LLP in an amount not to exceed \$330,000.00, The Cochran Firm-Jackson in an amount not to exceed \$100,000.00, and Hawkins Law, PLLC, in an amount not to exceed \$100,000.00 to represent the City in J.W. v. The City of Jackson, et al., Cause No. 3:21-cv-663-CWR-LGI, P.R., et al. v. The City of Jackson, et al., Cause No. 3:21-cv-667-CWR-LGI, and C.A., et al. v. The City of Jackson, et al., Cause No. 3:22-cv-171-CWR-LGI, and purported class-action litigation, captioned Priscilla Sterling, et al. v. The City of Jackson, et al., Cause No. 3:22-cv-531-KHJ-MTP; and

WHEREAS, on May 7, 2024, the governing authority authorized the Mayor 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; and

WHEREAS, it is the best interest of the City to transfer \$600,000.00 from the General Fund to the 001-407.00-6414 to continue to protect the best interest of the City of Jackson in these lawsuits; and

WHEREAS, the Office of the City Attorney recommends to the governing authority for the city to amend its budget, as follows:

From Account	Account Description	Amount	To Account	Account Description	Amount
001-5899	Fund Balance	\$600,000.00	Special Legal Services	001-407.00-6414	\$600,000.00

WHEREAS, any amendments made pursuant to this section to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be

Agenda Item # **21**
 May 21, 2024
 (D.Martin, Lumumba)

expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget. Separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice; and

WHEREAS, the Office of the City Attorney found that this transfer of \$600,000.00 is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, as there have been no other budget amendments or revisions to the fiscal year 2023-2024 budget for the Office of the City Attorney and this transfer does not exceed ten percent (10%) of the total budget amount appropriated to the department in the fiscal year 2023-2024 budget.

NOW, IT IS, THEREFORE, ORDERED that the Office of the City Attorney Fiscal Year 2023-2024 budget be revised as follows:

From Account	Account Description	Amount	To Account	Account Description	Amount
001-5899	Fund Balance	\$600,000.00	Special Legal Services	001-407.00-6414	\$600,000.00

(D.MARTIN, LUMUMBA)

ITEM #: _____ DATE: _____



DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: May 13, 2024
To: Mayor Chokwe Antar Lumumba
From: Drew Martin, City Attorney
Subject: Agenda Item for Council Meeting

Attached you will find an agenda item requesting revisions to FY2023 budget for the Office of the City Attorney. This will move \$600,000 from the fund balance to the special legal services fund to cover a budget shortfall to pay for legal services agreement.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
DATE

POINTS		COMMENTS								
1.	Brief Description/Purpose	ORDER AMENDING THE OFFICE OF THE CITY ATTORNEY'S FISCAL YEAR 2023-2024 BUDGET								
2.	Purpose	Requesting Revise the FY2023 budget for the Office of the City Attorney								
3.	Who will be affected	Citywide								
4.	Benefits	Adjust the budget of Office of the City Attorney								
5.	Schedule (beginning date)	Upon Council Approval								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide								
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney								
8.	COST	Move \$600,000 from Applied Fund Balance to Special Legal Services 001-407.00-6414								
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Move \$600,000 from Applied Fund Balance to Special Legal Services 001-407.00-6414								
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>

Revised 2-04

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 is **ORDER AMENDING THE OFFICE OF THE CITY ATTORNEY'S FISCAL YEAR 2023-2024 BUDGET** legally sufficient for placement in NOVUS Agenda.

Drew Martin
Drew Martin, *City Attorney* _____
Sondra Moncure, *Special Assistant* AcM.

5/14/24
Date

OFFICE OF THE CITY ATTORNEY
5/14/24

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.

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

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

Nays – None.

Absent – None.

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 May 7, 2024. 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.



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)

22

ORDER AUTHORIZING THE PAYMENT OF SUBSCRIPTION FEES TO LINKEDIN TO PROMOTE JOB OPENINGS FOR THE OFFICE OF THE CITY ATTORNEY

WHEREAS, the Office of the City Attorney is seeking qualified candidates to fill vacant positions within its Office; and

WHEREAS, the Office of the City Attorney desires to post vacant positions within its Office on Linked as the need arises throughout each fiscal year; and

WHEREAS, the Office is seeking qualified candidates through multiple job boards and websites; however, in the current digital age, LinkedIn has risen as a highly impactful platform that drastically affects the recruitment and staffing sector; and

WHEREAS, LinkedIn plays an integral role in modern recruitment with its numerous benefits, making it indispensable for businesses seeking proficient candidates; and

WHEREAS, LinkedIn will also allow the Office to create job postings easily, search for candidates, and communicate with job seekers, all with the assistance of LinkedIn's recruitment tools; and

WHEREAS, the Office frequently faces deadlines and legal requirements. When turnover occurs, LinkedIn enables the Office to engage with potential candidates and maintain a list of qualified individuals to fill vacancies immediately; and

WHEREAS, the Office of the City Attorney recommends that the governing authority authorize its Office to promote job openings as the needs arise throughout each fiscal year on LinkedIn in an amount not to exceed \$3,500.00 per fiscal year.

IT IS THEREFORE ORDERED, that the Office of the City Attorney is authorized to obtain a subscription to promote job openings as the needs arise throughout each fiscal year on LinkedIn in an amount not to exceed \$3,500.00 per fiscal year.

Agenda Item # 22
May 21, 2024
(D.Martin, Lumumba)

23

ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

WHEREAS, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) of the Mississippi Code defines an emergency as “any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;” and

WHEREAS, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as “the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;” and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City “is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds....

NOW, THEREFORE, IT IS ORDERED THAT we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-15-17(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

Agenda Item # 23
May 21, 2024
(D.Martin, Lumumba)

24

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023 and May 23, 2023, June 22, 2023, July 18, 2023, August 29, 2023, September 26, 2023, October 24, 2023, November 21, 2023, December 19, 2023, January 30, 2024, March 26, 2024 and April 23, 2024 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended

Agenda Item # 24
May 21, 2024
(Jackson City Council)

25

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 21, 2024
(Stokes)

25

26

RESOLUTION OF THE JACKSON CITY COUNCIL ENCOURAGING THE CITY OF JACKSON'S DEPARTMENT OF PLANNING AND DEVELOPMENT TO ISSUE A 90-DAY WARNING TO AVOID UNNECESSARY VIOLATIONS AND ENSURE PROPER ADVERTISEMENT IS SENT TO THE PUBLIC ON HOW TO USE NEW METER KIOSKS.

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

WHEREAS, the Jackson City Council recognizes the importance of promoting sustainable development and community growth; and

WHEREAS, citizens of Jackson, Mississippi are struggling to understand the new parking meter system, leading to citations; and

WHEREAS, the Jackson City Council encourages the Department of Planning and Development to issue a 90-day warning for parking meter violations; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that a city-wide broadcast, brochures, or literature is created that clearly explains how to use the parking meter kiosks, which shall be easily accessible to the public to ensure that citizens understand how to use the kiosks effectively.

THEREFORE, IT IS HEREBY RESOLVED, the City Council of Jackson, Mississippi hereby encourages the City of Jackson's Department of Planning and Development to issue a 90-day warning to avoid unnecessary violations and ensure proper advertisement is sent to the public on how to use the new meter system.

Agenda Item #
May 21, 2024
(Stokes)

26

