



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

**July 16, 2024**

**AGENDA**

**10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. **PASTOR STANLEY SMITH - CROSSROADS MB CHURCH IN WARD 7**

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

2. **ORDER FINALLY APPROVING THE DEPARTMENT OF REVENUE'S UNIFORM ASSESSMENT SCHEDULE FOR AD VALOREM TAXES ON MOTOR VEHICLES AFTER NO COMPLAINTS WERE FILED, IN WRITING, OBJECTING TO AND PETITIONING TO ANY PORTION OF THE ASSESSMENT SCHEDULE. (ALL WARDS) (MALEMBEKA, LUMUMBA)**

**INTRODUCTIONS**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

3. **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."**
4. **APPROVAL OF THE JUNE 18, 2024 REGULAR CITY COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**

**INTRODUCTION OF ORDINANCES**

**REGULAR AGENDA**

5. **CLAIMS (MALEMBEKA, LUMUMBA)**
6. **PAYROLL (MALEMBEKA, LUMUMBA)**

7. **ORDER FINALLY APPROVING THE DEPARTMENT OF REVENUE'S UNIFORM ASSESSMENT SCHEDULE FOR AD VALOREM TAXES ON MOTOR VEHICLES AFTER NO COMPLAINTS WERE FILED, IN WRITING, OBJECTING TO AND PETITIONING TO ANY PORTION OF THE ASSESSMENT SCHEDULE. (ALL WARDS) (MALEMBEKA, LUMUMBA)**
8. **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH RESULTZ BIZ D.B.A. EDWARD J. PIERRE, III FOR PROFESSIONAL IT SERVICES TO SUPPORT THE ENTERPRISE RESOURCE PLANNING ("ERP") SYSTEM. (MALEMBEKA, LUMUMBA)**
9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT EXECUTION, MENTOR COMPENSATION, CAMP ASSISTANT COMPENSATION, WORKSHOP PRESENTER COMPENSATION, AND FUNDS TRANSFER FOR FILM JXN YOUTH SUMMER CAMP. (LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND THE MISSISSIPPI ATTORNEY GENERAL'S OFFICE. (WADE, LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO RATIFY THE SUBMISSION OF THE CITY OF JACKSON'S APPLICATION AND ACCEPTANCE OF THE FY 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND TO ENTER INTO AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON MISSISSIPPI, JACKSON POLICE DEPARTMENT, AND HINDS COUNTY, MISSISSIPPI TO UTILIZE JAG GRANT FUNDS TO PURCHASE EQUIPMENT AND PATROL VEHICLES. (WADE, LUMUMBA)**
12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RED LASER TECHNOLOGY, INC TO PERFORM A CYBERSECURITY ASSESSMENT AND PROVIDE BEST PRACTICES AND TRAINING TO PERSONNEL OF THE CITY OF JACKSON (REID, LUMUMBA)**
13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH REDMOND LAWN AND CLEANING SERVICE, LLC FOR CITY RIGHT-OF-WAY MAINTENANCE SERVICES. (WRIGHT, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PDT LOGISTICS, LLC FOR MOWING AND GROUNDS MAINTENANCE WITHIN THE CITY OF JACKSON CEMETERIES. (WRIGHT, LUMUMBA)**
15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT 1 TO THE AGREEMENT WITH NEEL-SCHAFFER, INC. FOR THE BEASLEY ROAD AT HIGHLAND DRIVE IMPROVEMENTS PROJECT. (WRIGHT, LUMUMBA)**
16. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE 1<sup>ST</sup> MAYFAIR END OF SUMMER BLAST. (BANKS)**
17. **RESOLUTION OF THE CITY COUNCIL OF JACKSON,**

**MISSISSIPPI HONORING AND SUPPORTING THE SONIC BOOM OF  
THE SOUTH MARCHING BAND PARTICIPATION IN THE 136th  
TOURNAMENT OF ROSES PARADE PRESENTED BY HONDA ON  
NEW YEAR'S DAY, 2025. (JACKSON CITY COUNCIL)**

**DISCUSSION**

18. **DISCUSSION: FOLLOW-UP ON STATUS OF REQUEST TO HAVE THE INTERSECTION AT LYNCH ST. & ELLIS AVE. REPAVED AND TRAFFIC LINES DRAWN (HARTLEY)**
19. **DISCUSSION: CONVENTION CENTER (BANKS)**
20. **DISCUSSION: FOREST HILL ROAD AND LAKESHORE DRIVE. (BANKS)**
21. **DISCUSSION: DEMOLITION OF HOTEL O (FOOTE)**

**PRESENTATION**

**PROCLAMATION**

**RESOLUTIONS**

**REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS**

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**



# Public Hearing



**ORDER FINALLY APPROVING THE DEPARTMENT OF REVENUE'S UNIFORM ASSESSMENT SCHEDULE FOR AD VALOREM TAXES ON MOTOR VEHICLES AFTER NO COMPLAINTS WERE FILED, IN WRITING, OBJECTING TO AND PETITIONING TO ANY PORTION OF THE ASSESSMENT SCHEDULE. (ALL WARDS)**

OFFICE OF THE CLERK  
JACKSON, MISSISSIPPI

**WHEREAS**, the Council of the City of Jackson, Mississippi, approved by order entered at its regular meeting on July 2, 2024, the Department of Revenue's Uniform Assessment Schedule for the assessment, calculation, and collection of ad valorem taxes on motor vehicles for the City of Jackson and the Jackson Municipal Separate School District; and

**WHEREAS**, the Council ordered the Clerk to publish notice to the public, to the effect that the said assessment schedule for motor vehicles had been approved and subject to the right of taxpayers and the public to examine and object to the same, and fixed a date therein, to wit, the 16th day of July 2024, which said the date was no more than fifteen (15) days after the date of the publication thereof, as the date for the hearing of protests and objections to the said assessment schedule and claims for adjustment thereunder; and

**WHEREAS**, the Council further ordered that the notice be published in the Mississippi Link, a newspaper of general circulation in the City of Jackson on July 11, 2024; and

**WHEREAS**, on July 16, 2024, the Council in the Council Chambers at City Hall in said city conducted a hearing to take on any complaint filed in writing, objecting to and petitioning for a specified reduction on any portion or portions of the assessment schedule affecting the complainant directly; and

**WHEREAS**, the Council finds that no protests against said schedule were filed with the Clerk of the City of Jackson on or before 10:00 a.m., July 16, 2024, as provided for in said notice; therefore, no claim for adjustment was filed; and

**WHEREAS**, the Council now finds that in all things it is right and proper for said assessment schedule to be now made final.

**IT IS, THEREFORE, ORDERED** that the Council of the City of Jackson did not receive any complaints to the Department of Revenue's motor vehicle ad valorem tax assessment schedule for the year 2024-2025. The valuations therein set forth are finally approved after no complaints to the assessment were filed in writing to be heard on July 16, 2024.

Agenda Item # **2**  
July 16, 2024  
(Malembeka, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** July 02, 2024  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>			
1.	<b>Brief Description/Purpose</b>	<b>ORDER FINALLY APPROVING 2024-2025 UNIFORM ASSESSMENT SCHEDULE FOR THE ASSESSMENT, CALCULATION, AND COLLECTION OF AD VALOREM TAXES ON MOTOR VEHICLES FOR THE CITY OF JACKSON AND THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT</b>			
2.	<b>Public Policy Initiative</b> 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	<b>CHANGES IN CITY GOVERNMENT</b>			
3.	<b>Who will be affected</b>	<b>ALL TAXPAYERS IN THE CITY OF JACKSON, MISSISSIPPI AND THE PUBLIC SCHOOL DISTRICT</b>			
4.	<b>Benefits</b>	<b>PROVIDE FOR COLLECTION OF MOTOR VEHICLE AD VALOREM TAXES</b>			
5.	<b>Schedule (beginning date)</b>	<b>AUGUST 1, 2024</b>			
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	<b>CITYWIDE</b>			
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input type="checkbox"/>  ■ <b>Consultant</b> <input type="checkbox"/>	<b>DEPARTMENT OF ADMINISTRATION</b>			
8.	<b>COST</b>	<b>N/A</b>			
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	<b>N/A</b>			
10.	<b>EBO participation</b>	ABE _____%      WAIVER    yes _____    no _____      N/A <u>  x  </u> AABE _____%      WAIVER    yes _____    no _____      N/A <u>  x  </u> WBE _____%      WAIVER    yes _____    no _____      N/A <u>  x  </u> HBE _____%      WAIVER    yes _____    no _____      N/A <u>  x  </u> NABE _____%      WAIVER    yes _____    no _____      N/A <u>  x  </u>			





## MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Sharon Thames, Deputy Director *S. Thames*  
Department of Administration

**DATE:** July 2, 2024

**RE:** **Final Approval of 2024-2025 Uniform Assessment Schedule for the Assessment, Calculation, and Collection of Ad Valorem Taxes on Motor Vehicles for the City of Jackson and the Jackson Municipal Separate School District**

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By order of the City Council on July 2, 2024, the Uniform Assessment Schedule prepared by the Department of Revenue was approved subject to written protest by taxpayers. If there are no protests of the 2024-2025 Uniform Assessment Schedule, the Council can now make final the 2024-2025 Uniform Assessment Schedule by approval of this Council Order.

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 FINALLY APPROVING THE DEPARTMENT OF REVENUE'S UNIFORM ASSESSMENT SCHEDULE FOR AD VALOREM TAXES ON MOTOR VEHICLES AFTER NO COMPLAINTS WERE FILED, IN WRITING, OBJECTING TO AND PETITIONING TO ANY PORTION OF THE ASSESSMENT SCHEDULE is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, City Attorney  
Sondra Moncure, Special Assistant 

  
\_\_\_\_\_  
Date

7/10/24 Sum

**UNIFORM  
ASSESSMENT SCHEDULE**

**For  
SPECIAL EQUIPMENT,  
SEMI-TRAILERS, CONCESSION TRAILERS,  
UTILITY TRAILERS,  
BOAT TRAILERS,  
HORSE AND STOCK TRAILERS**

**FISCAL YEAR**

**2024-2025**

**AUGUST 1, 2024 THROUGH JULY 31, 2025**

**Adopted by  
DEPARTMENT OF REVENUE  
Jackson, Mississippi**

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**SEMI-TRAILERS**

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**ORDER ADOPTING ASSESSMENT SCHEDULE FOR  
MOTOR VEHICLE AD VALOREM TAXES FOR THE  
FISCAL YEAR 2024-2025**

**WHEREAS, Section 27-51-15, Miss. Code Ann., provides that motor vehicles shall be assessed uniformly according to value and such assessed value shall be determined by an assessment schedule which shall be prepared and made of minute record by the Department of Revenue and shall be certified to the president of the board of supervisors of the various counties of the state, and to the mayor or the presiding officer of the municipal boards of the various municipalities, and municipal separate school districts of the state as the official motor vehicle assessment schedule which shall be used by the proper officials of both respective jurisdictions in assessing motor vehicle ad valorem taxes for the ensuing fiscal year; and,**

**WHEREAS, Section 27-51-19, Miss. Code Ann., provides that the Department of Revenue shall on or before the fifteenth day of June of each year, prepare and adopt an assessment schedule of motor vehicles, as defined in Section 27-51-5, Miss. Code Ann., which such assessment schedule, in its judgment, will tend to equalize the assessed value of property of this class with property of other classes in general, and which schedule, except as otherwise provided in Title 27, Chapter 51, Miss. Code Ann., as amended, shall be used by the tax collector of each county and each municipality and municipal separate school district, in assessing, calculating and collecting ad valorem taxes in each respective jurisdiction on all motor vehicles for such tax; and,**

**WHEREAS, said schedule, for the Fiscal Year 2024-2025 has been prepared in the manner and way required by law, and the assessment schedule for automobiles and most motorcycles is located in the computer network as part of the VIN/VIS System, with a copy of the schedule for special equipment, trailers, ambulances, and hearses (including motorcycles not included in the VIN/VIS system) attached hereto, and the Department of Revenue, being of the opinion that said schedule complies in all respects with the provisions of the aforesaid statute and amendments and should be adopted:**

**IT IS, THEREFORE, HEREBY ORDERED AND ADJUDGED that, the schedule for the Fiscal Year 2024-2025, for the assessment of ad valorem taxes for motor vehicles, as provided for by Title 27, Chapter 51, Miss. Code Ann., as amended, be and the same is hereby adopted for the purposes set forth in the aforesaid act and its amendments.**

**ORDERED AND ADJUDGED on this, the 6th day of May, 2024**

**DEPARTMENT OF REVENUE,  
Chris Graham, Commissioner**

By *Siya Chisom*  
Director, Office of Property Tax

**DEPARTMENT OF REVENUE**

## **PROPERTY ASSESSMENT BUREAU**

### **RULE 9. MOTOR VEHICLE ASSESSMENTS**

Pursuant to Miss. Code Ann. Section 27-51-19, the Department of Revenue is required to annually prepare and adopt an assessment schedule for motor vehicles. In preparing this schedule, the Commission shall use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured.

The local tax collector shall be responsible for obtaining a source of MSRP(s) except for new vehicles. The taxpayer shall be responsible for supplying the MSRP for a new vehicle, by submitting a copy of the window sticker with the MSRP, to the tax collector at the time the tag is purchased.

The Department of Revenue will annually furnish to each tax collector an assessment schedule for trailers, motorcycles, special equipment, etc. to be used in the assessment of this type of property. This schedule will be furnished in hard copy or the Department of Revenue may use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured. For any model not listed, assess at 30% of current value if known, or use the "cost when new" multiplied by the percentages listed in the schedule for the years listed.

## **AUTOMOBILES & LIGHT TRUCKS**

## ASSESSMENT PERCENTAGES AND EXPLANATION

2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

The motor vehicle assessment adopted by the Department of Revenue, is the computer system package of assessments identified by the VIN (vehicle identification number). If the VIN does not produce an assessed value, the MSRP (manufacturer's suggested retail price) is entered in the system and is multiplied by the applicable percentage for the year in which the vehicle was manufactured.

The above percentages are used to calculate the assessed value for automobiles and light trucks. These percentages represent the assessment ratio of 30% less applicable depreciation. The appropriate percentage is multiplied by the MSRP of the vehicle being tagged to arrive at the assessed value. For 2015 and older models the assessed value is \$100.

The Mississippi Constitution mandates that motor vehicles be assessed at 30% of true value. The Commission estimates that the true value of a new vehicle is approximately 90% of the MSRP. **The 30% assessment ratio multiplied by 90% produces an effective percentage of 27% that would be multiplied by the MSRP of new vehicles to arrive at assessed value.**

The Road and Privilege Tax on all passenger vehicles is \$15.00. See Sections 27-19-5 and 27-19-9, Miss. Code Ann., for the privilege tax on motorcycles, ambulances, hearses, school and church buses, and taxicabs.

## AMBULANCES & HEARSEs

### ASSESSMENT PERCENTAGES

2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

## MOTORCYCLES

### ASSESSMENT PERCENTAGES

2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015 & older
27%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing motorcycles enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, use the "cost when new" multiplied by the percentages for the years listed.

## SPECIAL EQUIPMENT & TRAILERS

### ASSESSMENT PERCENTAGES

2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015 & older
30%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing special equipment or trailers enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, assess at 30% of current value if known or use the "cost when new" multiplied by the percentages for the years listed.



<u>SEMI-TRAILERS</u>	VAN TYPE	VALUES
<b>DRY FREIGHT ALL PURPOSE</b>	<b>Aluminum, Plywood Walls, Wood Floor</b>	
	40' - 43'-----	\$ 34,314
	45'-----	\$ 40,555
	48'-----	\$ 42,679
	53'-----	\$ 44,802



<u>SEMI-TRAILERS</u>	SIDE CURTAIN	VALUES
<b>DRY FREIGHT</b>	<b>Steel and Aluminum</b>	
	45'-----	\$ 46,194
	48'-----	\$ 49,450
	53'-----	\$ 51,922



**SEMI-TRAILERS**

**REFRIGERATED**

**VALUES**

***REFRIGERATED  
aka REEFER***

**Aluminum, Insulated,  
Extruded Aluminum Floor**

40' - 43'-----	\$	74,549
45'-----	\$	79,858
48'-----	\$	84,457
53'-----	\$	86,839



**SEMI-TRAILERS**

**DROP DECK VAN**

**VALUES**

**Aluminum, Plywood Walls, Hardwood  
Floor**

40' - 45'-----	\$	51,871
48'-----	\$	57,750
53'-----	\$	60,634



**SEMI-TRAILERS**

**FLATBED TYPE**

**VALUES**

***FLATBED***

**Steel, Wood Floor**

40'-----	\$	39,168
45'-----	\$	40,615
48'-----	\$	41,882
53'-----	\$	46,497



**SEMI-TRAILERS**

**FLATBED TYPE**

**VALUES**

***FLATBED***

**Aluminum**

40'-----	\$	45,388
45'-----	\$	46,835
48'-----	\$	48,102
53'-----	\$	52,717



<u>SEMI-TRAILERS</u>	<b>FLATBED TYPE</b>	<b>VALUES</b>
	<b>Steel, Wood Floor</b>	
<b><i>DROP DECK FLAT</i></b>		
	40' - 43'-----	\$ 49,575
	45'-----	\$ 51,092
	48'-----	\$ 52,607
	53'-----	\$ 54,122



<u>SEMI-TRAILERS</u>	<b>FLATBED TYPE</b>	<b>VALUES</b>
	<b>Aluminum</b>	
<b><i>DROP DECK FLAT</i></b>		
	40' - 43'-----	\$ 56,621
	45'-----	\$ 58,138
	48'-----	\$ 59,653
	53'-----	\$ 61,168



**SEMI-TRAILERS**

**LOWBOY**

**VALUES**

***LOWBOY***

**Fixed Gooseneck**

25 Ton-----	\$	70,467
35 Ton-----	\$	74,885
50 Ton-----	\$	80,623
60 Ton-----	\$	84,982



**SEMI-TRAILERS**

**LOWBOY**

**VALUES**

***LOWBOY***

**Detachable Gooseneck**

25 Ton-----	\$	79,216
35 Ton-----	\$	83,634
50 Ton-----	\$	89,372
60 Ton-----	\$	93,732



**SEMI-TRAILERS**

**LOG TRAILER**

**VALUES**

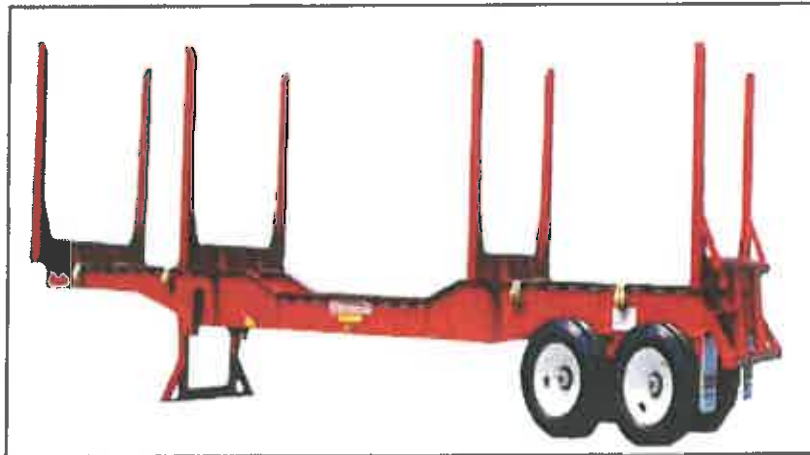
***LOG TRAILER***

4 Bolster-----

\$ 24,480

Home Made-----

\$ 12,000



**SEMI-TRAILERS**

**FEED TRAILER**

**VALUES**

***FEED***

Aluminum-----

\$ 59,976





<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<b>PNEUMATIC DRY BULK aka POSSUM BELLY</b>	<b>Aluminum</b>	
	40' or less-----	\$ 97,314
	42' -----	\$ 99,684
<b>Cement, Lime, Sand, Etc.</b>	<b>Steel</b>	
	40' or less-----	\$ 75,940
	42' -----	\$ 78,310



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<b>ASPHALT</b>	<b>Aluminum, Mild Steel</b>	
	Liquid Asphalt-----	\$ 69,038



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>Uncoded</i>	Stainless Steel	
	Less than 7000 Gal-----	\$ 78,030
	7000 Gal-----	\$ 83,203
	More than 7000 Gal-----	\$ 86,229

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 406, 407 &amp; 408</i>	Stainless Steel	
	Multi-Purpose cargo	
	Less than 7000 Gal-----	\$ 90,810
	7000 Gal-----	\$ 95,983
	More than 7000 Gal-----	\$ 99,009

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 200, 201 &amp; 312</i>	Stainless Steel	
	Rubber Lined	
	Less than 7000 Gal-----	\$ 102,006
	7000 Gal-----	\$ 107,179
	More than 7000 Gal-----	\$ 110,205

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 331</i>	Stainless Steel	
	Compressed gases	
	Less than 7000 Gal-----	\$ 114,955
	7000 Gal-----	\$ 120,128
	More than 7000 Gal-----	\$ 123,154





<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>Uncoded</i>	Aluminum	
	Less Than 8,000 Gallons-----	\$ 67,755
	8,000 – 9,000 Gallons-----	\$ 68,101
	10,000 Gallons-----	\$ 70,840

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 406,407 &amp; 408</i>	Aluminum	
	Multi-Purpose cargo	
	Less Than 8,000 Gallons-----	\$ 90,656
	8,000 – 9,000 Gallons-----	\$ 91,002
	10,000 Gallons-----	\$ 93,741

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 200, 201 &amp; 312</i>	Aluminum	
	Rubber Lined	
	Less Than 8,000 Gallons-----	\$ 100,310
	8,000 – 9,000 Gallons-----	\$ 100,656
	10,000 Gallons-----	\$ 103,395

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 331</i>	Aluminum	
	Compressed gases	
	Less Than 8,000 Gallons-----	\$ 113,259
	8,000 – 9,000 Gallons-----	\$ 113,605
	10,000 Gallons-----	\$ 116,344



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<b>LIQUIFIED GASES</b> <b>MC 308</b>	Aluminum, Carbon Steel	
	Less Than 8,000 Gallons-----	\$ 102,954
	8,000 – 9,000 Gallons-----	\$ 103,297
	10,000 Gallons-----	\$ 105,933



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<b>SANITARY</b> <b>FOOD GRADE</b> <b>Milk, Water,</b> <b>Syrup, Etc.</b>	Less Than 8,000 Gallons-----	\$ 58,773
	8,000 – 9,000 Gallons-----	\$ 64,087
	10,000 Gallons-----	\$ 67,053



**SEMI-TRAILERS**

**GRAIN**

**VALUES**

**GRAIN**

**Hopper & Conveyor (Walking Floor)**

**Aluminum**

1 Hopper & Conveyor-----	\$	47,051
2 Hopper & Conveyor-----	\$	48,518
3 or more Hopper-----	\$	49,668

**Steel**

1 Hopper & Conveyor-----	\$	37,501
2 Hopper & Conveyor-----	\$	38,968
3 or more Hopper-----	\$	40,118



**SEMI-TRAILERS**

**LIVESTOCK**

**VALUES**

**LIVESTOCK**

**Aluminum**

Less Than 42'-----	\$	67,571
43'- 47'-----	\$	71,241
48'-----	\$	75,916
53'-----	\$	77,882

**Stainless Steel**

Less Than 42'-----	\$	60,668
43'- 47'-----	\$	64,488
48'-----	\$	69,027
53'-----	\$	71,241



**SEMI-TRAILERS**

**DUMP TYPE**

**VALUES**

**Aluminum**

24'-33'-----	\$	60,930
34'-35'-----	\$	67,549
36'-----	\$	68,400

**Stainless Steel**

24'-33'-----	\$	49,635
34'-35'-----	\$	56,254
36'-----	\$	57,104



**SEMI-TRAILERS**

**AUTO TRANSPORT**

**VALUES**

Most----- \$ 78,780



**SEMI-TRAILERS**

**CHIP**

**VALUES**

***CHIP***

**Aluminum**

42'-----	\$ 36,010
45'-----	\$ 36,865
48'-----	\$ 41,483
53'-----	\$ 42,338



**CONCESSION  
TRAILERS**

**BUMPER PULL**

**VALUES**

5X10-----	\$	11,500
6X10-----	\$	12,000
6X12-----	\$	12,650
6X14-----	\$	14,750
7X14-----	\$	21,600
7X16-----	\$	22,600
7X18-----	\$	23,285
7X20-----	\$	24,385
8X12-----	\$	19,500
8X14-----	\$	19,995
8X16-----	\$	20,995
8X18-----	\$	26,995
8X20-----	\$	31,990
8X24-----	\$	33,990
8X28-----	\$	35,799
8X30-----	\$	37,500





**CONCESSION  
TRAILERS**

**BBQ TRAILER**

**VALUES**

8X16-----	\$	30,000
8X18-----	\$	32,000
8X20-----	\$	34,000
8X28-----	\$	51,995
8X32-----	\$	71,995



**CONCESSION  
TRAILERS**

**GOOSENECK**

**VALUES**

8X20-----	\$	34,000
8X36-----	\$	53,000



<u>UTILITY TRAILER</u>	MOTORCYCLE	VALUES
PULL BEHIND	ALL-----	\$ 1,500



	MOTORCYCLE	VALUES
PULL BEHIND CAMPER	ALL-----	\$ 2,500





<u>UTILITY TRAILER</u>	<u>SINGLE OR DOUBLE AXLE</u>	<u>VALUES</u>
FLAT BED, TILT OR DROP GATE	4X6-----	\$ 548
	4X8-----	\$ 700
	4X10-----	\$ 850
	5X8-----	\$ 1,000
	5X10-----	\$ 1,345
	5X12-----	\$ 1,570
	5X14-----	\$ 1,595
	6X8-----	\$ 1,625
	6X10-----	\$ 1,670
	6X12-----	\$ 1,750
	6X14-----	\$ 1,765
	6X16-----	\$ 1,775
	6X18-----	\$ 2,265
	7X10-----	\$ 2,225
	7X12-----	\$ 2,335
	7X14-----	\$ 2,725
	7X16-----	\$ 2,775
	7X18-----	\$ 3,105
	7X20-----	\$ 3,650
	8X12-----	\$ 3,770
	8X14-----	\$ 4,022
	8X16-----	\$ 4,144
	8X18-----	\$ 4,327
	8X20-----	\$ 4,509
9X12-----	\$ 4,884	
9X14-----	\$ 5,259	
9X16-----	\$ 5,634	
9X18-----	\$ 6,009	
9X20-----	\$ 6,384	
9X24-----	\$ 6,759	



**UTILITY TRAILER**

**DUMP**

**VALUES**

4X6-----	\$	2,680
4X8-----	\$	3,200
4X9-----	\$	4,000
5X8-----	\$	5,200
5X10-----	\$	5,690
5X12-----	\$	6,080
6X10-----	\$	6,752
6X12-----	\$	6,880
6X14-----	\$	6,960
6X16-----	\$	7,000
7X10-----	\$	7,024
7X12-----	\$	7,072
7X14-----	\$	7,200
7X16-----	\$	7,344
7X20-----	\$	7,392
8X16-----	\$	7,520
8X18-----	\$	7,760
9X20-----	\$	8,616



<u>UTILITY TRAILER</u>	<u>EQUIPMENT</u>	<u>VALUES</u>	
<b>SOLID FLOOR</b>	6X20-----	\$	2,200
<b>WITH RAMPS</b>	6X24-----	\$	3,190
<b>OR DOVE TAIL</b>	7X14-----	\$	3,580
	7X16-----	\$	3,690
	7X18-----	\$	3,750
	7X20-----	\$	3,945
	7X24-----	\$	4,000
	8X20-----	\$	4,350
	8X25-----	\$	4,575
	9X18-----	\$	4,590
	9X24-----	\$	4,610
	9X26-----	\$	4,690



**UTILITY TRAILER**

**EQUIPMENT**

**VALUES**

**GOOSENECK AND  
GOOSENECK / PINTEL**

6X16-----	\$	3,499
6X18-----	\$	3,580
6X20-----	\$	3,629
6X24-----	\$	4,417
7X18-----	\$	4,428
7X20-----	\$	4,622
7X22-----	\$	4,671
7X24-----	\$	4,741
7X26-----	\$	4,763
8X20-----	\$	4,995
8X24-----	\$	5,005
8X26-----	\$	5,070
9X20-----	\$	5,130
9X24-----	\$	5,260
9X26-----	\$	5,616



<u>UTILITY TRAILER</u>	<u>CAR CARRIER</u>	<u>VALUES</u>	
<b>OPEN / DRIVE ON</b>	6X20-----	\$	2,479
	6X24-----	\$	2,647
	7X14-----	\$	2,680
	7X16-----	\$	2,774
	7X18-----	\$	2,900
	7X20-----	\$	3,173
	7X24-----	\$	3,216
	8X20-----	\$	3,337
	8X25-----	\$	3,404
	9X18-----	\$	3,524
	9X24-----	\$	3,678
	9X26-----	\$	3,712



**UTILITY TRAILER**

**CAR CARRIER**

**VALUES**

**ENCLOSED**

8X18-----	\$	10,200
8X20-----	\$	11,700
8X22-----	\$	12,360
8X24-----	\$	12,990
8X26-----	\$	13,680
8X28-----	\$	13,800
8X30-----	\$	14,450
8X32-----	\$	15,000
8X34-----	\$	15,380
9X18-----	\$	15,720
9X20-----	\$	16,290
9X22-----	\$	16,400
9X24-----	\$	16,860
9X26-----	\$	16,990
9X28-----	\$	17,100
9X30-----	\$	17,280
9X32-----	\$	17,310



UTILITY TRAILER	CAR CARRIER	VALUES
ENCLOSED V-NOSE	8X20-----	\$ 11,900
	8X22-----	\$ 12,100
	8X24-----	\$ 13,225
	8X26-----	\$ 13,790
	8X28-----	\$ 14,355
	8X30-----	\$ 14,820
	8X32-----	\$ 15,320
	8X34-----	\$ 16,395



<u>UTILITY TRAILER</u>	<u>CAR CARRIER</u>	<u>VALUES</u>
<b>ENCLOSED</b>	8X20-----	\$ 12,970
	8X22-----	\$ 13,125
	8X24-----	\$ 13,200
<b>GOOSENECK / PINTEL</b>	8X26-----	\$ 13,320
	8X28-----	\$ 14,510
	8X30-----	\$ 14,760
	8X32-----	\$ 15,280
	8X34-----	\$ 15,500
	8X36-----	\$ 15,570
	8X38-----	\$ 15,900
	8X40-----	\$ 16,375
	8X42-----	\$ 16,550
	8X44-----	\$ 16,750
	8X46-----	\$ 16,900
	8X48-----	\$ 17,275
	8X50-----	\$ 17,500
	8X53-----	\$ 18,090
	9X28-----	\$ 18,500
	9X32-----	\$ 19,050
	9X44-----	\$ 19,900
9X48-----	\$ 26,215	
9X50-----	\$ 26,800	





**UTILITY TRAILER**

**CARGO**

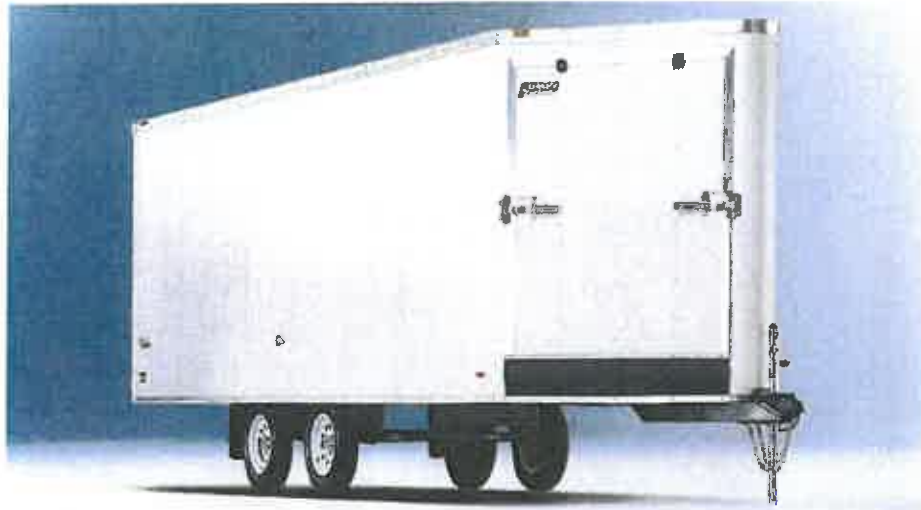
**VALUES**

**PULL BEHIND  
TANDEM AXLE**

6X8-----	\$	2,578
6X10-----	\$	3,845
6X12-----	\$	4,132
6X14-----	\$	4,429
6X16-----	\$	4,721
7X12-----	\$	4,323
7X14-----	\$	4,530
7X16-----	\$	4,800
7X18-----	\$	5,113
7X20-----	\$	5,413
7X22-----	\$	5,713
7X24-----	\$	6,013
8X12-----	\$	4,482
8X14-----	\$	5,134
8X16-----	\$	5,334
8X18-----	\$	5,534
8X20-----	\$	5,734
8X22-----	\$	5,934
8X24-----	\$	6,365
8X26-----	\$	6,565
8X28-----	\$	6,765
8X32-----	\$	6,965



<u>UTILITY TRAILER</u>	<u>CARGO</u>	<u>VALUES</u>	
<b>PULL BEHIND</b>	6X12-----	\$	4,658
<b>TANDEM AXLE</b>	6X14-----	\$	4,774
<b>V-NOSE</b>	6X16-----	\$	4,974
	6X18-----	\$	5,159
	6X20-----	\$	5,436
	7X12-----	\$	4,874
	7X14-----	\$	5,205
	7X16-----	\$	5,467
	7X18-----	\$	5,651
	7X20-----	\$	5,890
	7X22-----	\$	6,006
	7X24-----	\$	6,468
	8X14-----	\$	5,544
	8X16-----	\$	5,805
	8X18-----	\$	6,098
	8X20-----	\$	6,483



<u>UTILITY TRAILER</u>	<u>CARGO</u>	<u>VALUES</u>	
<b>PULL BEHIND SINGLE AXLE</b>	4X6-----	\$	1,534
	5X6-----	\$	1,804
	5X8-----	\$	2,074
	5X10-----	\$	2,344
	5X12-----	\$	2,614
	6X10-----	\$	2,694
	6X12-----	\$	2,938
	6X14-----	\$	3,203
	7X12-----	\$	3,453
	7X14-----	\$	3,703
	7X16-----	\$	3,453
	8X12-----	\$	3,703
	8X14-----	\$	3,953



<u>UTILITY TRAILER</u>	<u>CARGO</u>	<u>VALUES</u>
<b>PULL BEHIND</b>	5X8-----	\$ 2,592
<b>SINGLE AXLE</b>	5X10-----	\$ 2,805
<b>V-NOSE</b>	5X12-----	\$ 2,902
	6X10-----	\$ 3,018
	6X12-----	\$ 3,199
	6X14-----	\$ 3,315
	7X12-----	\$ 3,605



<u>UTILITY TRAILER</u>	<u>CARGO</u>	<u>VALUES</u>	
<b>GOOSENECK TANDEM AXLE</b>	7X14-----	\$	4,500
	7X16-----	\$	4,650
	7X18-----	\$	4,770
	7X20-----	\$	4,920
	7X22-----	\$	4,990
	7X24-----	\$	5,180
	8X14-----	\$	4,870
	8X16-----	\$	5,050
	8X18-----	\$	5,190
	8X20-----	\$	5,290
	8X22-----	\$	5,505
	8X24-----	\$	5,880



**UTILITY TRAILER**

**CARGO**

**VALUES**

**GOOSENECK  
TRI-AXLE**

9X34-----	\$	8,990
9X36-----	\$	9,625
9X38-----	\$	10,225
9X40-----	\$	10,800
9X42-----	\$	11,300
9X44-----	\$	11,775
9X46-----	\$	12,400
9X48-----	\$	15,000



**BOAT TRAILER**

**SINGLE AXLE**

**VALUES**

15'-----	\$	820
16'-----	\$	895
17'-----	\$	1,300
18'-----	\$	1,500
19'-----	\$	1,610
20'-----	\$	1,795
21'-----	\$	2,050
22'-----	\$	2,245



**BOAT TRAILER**

**TANDEM AXLE**

**VALUES**

17'-----	\$	1,575
18'-----	\$	1,855
19'-----	\$	2,105
20'-----	\$	2,195
21'-----	\$	2,455
22'-----	\$	2,720
23'-----	\$	3,220
24'-----	\$	3,695
25'-----	\$	4,165
26'-----	\$	4,640
27'-----	\$	5,125
28'-----	\$	5,385
29'-----	\$	5,670
30'-----	\$	5,970
31'-----	\$	6,220
32'-----	\$	6,550
33'-----	\$	6,900
34'-----	\$	7,235
35'-----	\$	7,635
36'-----	\$	8,035





**BOAT TRAILER**

**TRI - AXLE**

**VALUES**

26'-----	\$	5,245
27'-----	\$	5,515
28'-----	\$	5,815
29'-----	\$	6,120
30'-----	\$	6,440
31'-----	\$	6,705
32'-----	\$	7,075
33'-----	\$	7,435
34'-----	\$	7,835
35'-----	\$	8,240
36'-----	\$	8,635
37'-----	\$	9,135
38'-----	\$	9,325
39'-----	\$	10,130
40'-----	\$	10,655



**HORSE AND STOCK TRAILERS**

**4-STAR**

**HORSE TRAILER TACK/DRESS ROOM**

**BUMPER PULL**

2 HORSE-----	\$	15,254
3 HORSE-----	\$	19,872
4 HORSE-----	\$	24,132

**GOOSENECK**

2 HORSE-----	\$	18,774
3 HORSE-----	\$	22,900
4 HORSE-----	\$	33,800
5 HORSE-----	\$	42,800
6 HORSE-----	\$	49,916

**ALUM-LINE**

**STOCK TRAILER**

**BUMPER PULL**

14'-----	\$	9,919
16'-----	\$	10,715
18'-----	\$	11,458

**GOOSENECK**

17'-----	\$	14,640
19'-----	\$	15,383
21'-----	\$	16,019
23'-----	\$	16,868
25'-----	\$	17,504
27'-----	\$	18,354
29'-----	\$	19,043
31'-----	\$	19,944

ALUM-LINE

HORSE TRAILER

**BUMPER PULL**

2 HORSE-----	\$	12,624
3 HORSE-----	\$	14,322

**GOOSENECK**

3 HORSE-----	\$	17,823
4 HORSE-----	\$	19,732
5 HORSE-----	\$	21,324
6 HORSE-----	\$	23,233

CHARMAC  
ALUMINUM

STOCK TRAILER

**BUMPER PULL**

16'-----	\$	9,942
18'-----	\$	10,397

**GOOSENECK**

16'-----	\$	11,447
18'-----	\$	12,625
20'-----	\$	12,837
22'-----	\$	13,367
24'-----	\$	14,004

HORSE TRAILER

**BUMPER PULL**

2 HORSE-----	\$	13,528
3 HORSE-----	\$	14,888
4 HORSE-----	\$	16,663

**GOOSENECK**

2 HORSE-----	\$	15,171
3 HORSE-----	\$	16,727
4 HORSE-----	\$	18,283
5 HORSE-----	\$	20,378
6 HORSE-----	\$	22,421

**CHARMAC**  
**STEEL**

**STOCK TRAILER**

**BUMPER PULL**

12'-----	\$	5,799
14'-----	\$	6,223
26'-----	\$	6,507
18'-----	\$	6,789

**GOOSENECK**

14'-----	\$	8,347
16'-----	\$	8,630
18'-----	\$	8,913
20'-----	\$	9,196
22'-----	\$	9,765
24'-----	\$	10,330
26'-----	\$	10,572
28'-----	\$	11,387

**CHARMAC**  
**STEEL**

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	10,118
3 HORSE-----	\$	11,349
4 HORSE-----	\$	14,074

**GOOSENECK**

2 HORSE-----	\$	13,403
3 HORSE-----	\$	14,357
4 HORSE-----	\$	15,737
5 HORSE-----	\$	17,522
6 HORSE-----	\$	18,407

**HORSE TRAILER**  
**WITH LIVING QUARTERS**

**GOOSENECK**

3 HORSE-----	\$	36,990
4 HORSE-----	\$	39,130

**CIRCLE D**

**STOCK TRAILER**

**GOOSENECK**

16'-----	\$	7,532
18'-----	\$	7,850
20'-----	\$	8,275
24'-----	\$	8,911

**CM-ALUMINUM**

**STOCK TRAILER**

**BUMPER PULL**

16'-----	\$	14,790
----------	----	--------

**GOOSENECK**

16'-----	\$	17,994
20'-----	\$	18,360
24'-----	\$	20,220
28'-----	\$	21,659

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	20,500
3 HORSE-----	\$	23,800
4 HORSE-----	\$	28,050

**GOOSENECK**

2 HORSE-----	\$	22,525
3 HORSE-----	\$	25,576
4 HORSE-----	\$	29,395
5 HORSE-----	\$	31,150
6 HORSE-----	\$	34,800

**CM-STEEL**

**STOCK TRAILER**

**BUMPER PULL**

10'-----	\$	4,774
12'-----	\$	5,092
14'-----	\$	5,728
16'-----	\$	5,994
17'-----	\$	6,859

**GOOSENECK**

12'-----	\$	8,142
14'-----	\$	8,514
16'-----	\$	8,699
20'-----	\$	9,813
24'-----	\$	11,458
28'-----	\$	13,526
32'-----	\$	15,012

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	6,604
3 HORSE-----	\$	9,525

**DIAMOND D**

**STOCK TRAILER**

**BUMPER PULL**

12'-----	\$	4,698
16'-----	\$	5,074

**GOOSENECK**

12'-----	\$	6,058
14'-----	\$	6,490
16'-----	\$	7,759
18'-----	\$	8,539
20'-----	\$	8,757
24'-----	\$	9,511
28'-----	\$	10,150
32'-----	\$	10,723

**DIAMOND D**

**HORSE TRAILER  
WITH TACK ROOM**

**BUMPER PULL**

2 HORSE-----	\$	5,404
3 HORSE-----	\$	6,818

**GOOSENECK**

2 HORSE-----	\$	7,871
3 HORSE-----	\$	7,954
4 HORSE-----	\$	8,213
5 HORSE-----	\$	10,371

**DIAMOND D**

**HORSE TRAILER  
WITH DRESS ROOM**

**BUMPER PULL**

2 HORSE-----	\$	8,743
3 HORSE-----	\$	9,948
4 HORSE-----	\$	11,273

**HORSE TRAILER  
WITH TACK/DRESS ROOM**

**GOOSENECK**

2 HORSE-----	\$	11,473
3 HORSE-----	\$	12,850
4 HORSE-----	\$	14,504
5 HORSE-----	\$	15,475
6 HORSE-----	\$	17,770

**HORSE TRAILER  
WITH LIVING QUARTERS**

**GOOSENECK**

3 HORSE-----	\$	31,117
4 HORSE-----	\$	32,392

**DONAHUE**

**STOCK TRAILER**

**GOOSENECK**

16'-----	\$	6,895
20'-----	\$	7,903
24'-----	\$	8,699
28'-----	\$	10,609

**GOOSENECK w/HALF TOP**

16'-----	\$	7,426
20'-----	\$	8,434
24'-----	\$	8,911

**STOCK/COMBO TRAILER**

**GOOSENECK**

16'-----	\$	7,850
20'-----	\$	8,964
24'-----	\$	9,654

**DREAM COACH**  
**EMERALD**

**HORSE TRAILER**

**BUMPER PULL**

EMERALD 1-----	\$	15,489
EMERALD 2-----	\$	15,798

**GOOSENECK**

EMERALD 1	2 HORSE-----	\$	16,868
EMERALD 2	2 HORSE-----	\$	17,133
EMERALD 1	3 HORSE-----	\$	18,327
EMERALD 2	3 HORSE-----	\$	18,804

**HORSE TRAILER**  
**W/LIVING QUARTERS**

EMERALD 1	2 HORSE-----	\$	20,502
EMERALD 2	2 HORSE-----	\$	22,787
EMERALD 1	3 HORSE-----	\$	23,287
EMERALD 2	3 HORSE-----	\$	23,764



**DREAM COACH**  
**SILVER/PLATINUM**

**HORSE TRAILER**

**BUMPER PULL**

SILVER-----	\$	17,597
PLATINUM-----	\$	20,151

**GOOSENECK**

2 HORSE SILVER-----	\$	19,096
2 HORSE PLATINUM-----	\$	23,076
3 HORSE SILVER-----	\$	24,128
3 HORSE PLATINUM-----	\$	27,902

**HORSE TRAILER**  
**w/LIVING QUARTERS**

**GOOSENECK**

2 HORSE SILVER-----	\$	24,400
2 HORSE PLATINUM-----	\$	27,530
3 HORSE SILVER-----	\$	27,742
3 HORSE PLATINUM-----	\$	30,713

**ELITE**

**STOCK TRAILER**

**BUMPER PULL**

16'-----	\$	13,172
18'-----	\$	14,800

**GOOSENECK**

16'-----	\$	13,090
20'-----	\$	14,259
24'-----	\$	16,098
28'-----	\$	16,985

**ELITE**

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	20,369
3 HORSE-----	\$	24,400

**GOOSENECK**

2 HORSE-----	\$	22,173
3 HORSE-----	\$	26,231
4 HORSE-----	\$	31,049
5 HORSE-----	\$	35,487
6 HORSE-----	\$	40,049

**EXISS**

**STOCK TRAILER**

**BUMPER PULL**

13'-----	\$	13,155
16'-----	\$	14,693

**STOCK/COMBO TRAILER**

**BUMPER PULL**

13'-----	\$	14,799
16'-----	\$	16,762

**GOOSENECK**

16'-----	\$	14,746
18'-----	\$	15,652
20'-----	\$	16,974
24'-----	\$	19,096

**EXISS**

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	14,158
3 HORSE-----	\$	16,195

**GOOSENECK**

2 HORSE-----	\$	15,431
3 HORSE-----	\$	16,598
4 HORSE-----	\$	26,556
5 HORSE-----	\$	31,789
6 HORSE-----	\$	33,233

**HORSE TRAILER**  
**w/LIVING QUARTERS**

**GOOSENECK**

3 HORSE-----	\$	48,678
4 HORSE-----	\$	61,524
7 HORSE-----	\$	74,686

**FEATHERLITE**  
**ALUMINUM**

**STOCK TRAILER**

**BUMPER PULL**

10'-----	\$	11,850
12'-----	\$	12,346
14'-----	\$	13,290
16'-----	\$	14,335
18'-----	\$	14,708

**GOOSENECK**

16'-----	\$	15,341
18'-----	\$	15,750
20'-----	\$	16,175
24'-----	\$	17,706
30'-----	\$	22,261

**FEATHERLITE  
ALUMINUM**

**STOCK/COMBO TRAILER**

**BUMPER PULL**

12'-----	\$	11,380
16'-----	\$	12,423
18' 3 HORSE-----	\$	18,170
20' 4 HORSE-----	\$	19,716

**GOOSENECK**

16'-----	\$	17,670
18'-----	\$	17,689
20'-----	\$	18,785
24'-----	\$	20,379

**FEATHERLITE  
ALUMINUM**

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	21,620
3 HORSE-----	\$	29,189
4 HORSE-----	\$	33,206

**GOOSENECK**

2 HORSE-----	\$	29,141
3 HORSE-----	\$	30,144
4 HORSE-----	\$	86,770
5 HORSE-----	\$	100,100
6 HORSE-----	\$	109,085
7 HORSE-----	\$	115,047
8 HORSE-----	\$	122,870

**HORSE TRAILER  
w/LIVING QUARTERS**

**GOOSENECK**

2 HORSE-----	\$	55,408
3 HORSE-----	\$	66,719
4 HORSE-----	\$	66,975

**FEATHERLITE  
STEEL**

**STOCK TRAILER**

**BUMPER PULL**

12'-----	\$	4,925
16'-----	\$	5,415

**GOOSENECK**

12'-----	\$	5,994
14'-----	\$	6,482
16'-----	\$	7,620
18'-----	\$	8,407
20'-----	\$	8,537
24'-----	\$	9,325

**FEATHERLITE  
STEEL**

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	9,628
3 HORSE-----	\$	10,999
4 HORSE-----	\$	12,290

**GOOSENECK**

2 HORSE-----	\$	12,500
3 HORSE-----	\$	13,957
4 HORSE-----	\$	15,734
5 HORSE-----	\$	16,739
6 HORSE-----	\$	19,178

**HORSE TRAILER w/LIVING QUARTERS**

**GOOSENECK**

3 HORSE-----	\$	36,824
4 HORSE-----	\$	38,539

**HART**

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	17,717
3 HORSE-----	\$	21,191

**GOOSENECK**

2 HORSE-----	\$	21,562
3 HORSE-----	\$	25,037
4 HORSE-----	\$	28,026
5 HORSE-----	\$	35,434

**HORSE TRAILER**  
**w/LIVING QUARTERS**

**GOOSENECK**

2 HORSE-----	\$	34,387
3 HORSE-----	\$	39,240
4 HORSE-----	\$	45,499

**HILLSBORO**  
**ALUMINUM**

**STOCK TRAILER**

**GOOSENECK**

16'-----	\$	18,241
18'-----	\$	19,736
20'-----	\$	20,772
22'-----	\$	21,444
24'-----	\$	21,900
26'-----	\$	26,833
28'-----	\$	27,538
30'-----	\$	33,493
32'-----	\$	34,303
34'-----	\$	35,095

**HILLSBORO**  
**STEEL**

**STOCK TRAILER**

**GOOSENECK**

16'-----	\$	8,221
18'-----	\$	8,672
20'-----	\$	8,999
24'-----	\$	10,294
28'-----	\$	12,318

**HILLSBORO**  
**ALUMINUM**

**STOCK/COMBO TRAILER**

**GOOSENECK**

3 HORSE-----	\$	22,766
4 HORSE-----	\$	26,140

**STEEL**

3 HORSE-----	\$	11,230
4 HORSE-----	\$	12,477

**JACKSON**

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	12,853
3 HORSE-----	\$	15,022
4 HORSE-----	\$	16,709

**GOOSENECK**

2 HORSE-----	\$	15,786
3 HORSE-----	\$	19,202
4 HORSE-----	\$	23,283
6 HORSE-----	\$	28,278

**KIEFER BUILT**  
**ALUMINUM**

**STOCK TRAILER**

**BUMPER PULL**

16'-----	\$	11,882
18'-----	\$	13,632
20'-----	\$	13,950

**GOOSENECK**

16'-----	\$	17,239
18'-----	\$	18,035
20'-----	\$	18,141
22'-----	\$	19,255
24'-----	\$	20,157
26'-----	\$	23,817
28'-----	\$	23,870
30'-----	\$	24,050
32'-----	\$	24,165
34'-----	\$	25,389
36'-----	\$	27,279
38'-----	\$	29,222
40'-----	\$	31,290

**KIEFER BUILT**  
**ALUMINUM**

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	17,356
3 HORSE-----	\$	18,756

**GOOSENECK**

2 HORSE-----	\$	23,251
3 HORSE-----	\$	25,835
4 HORSE-----	\$	27,689
5 HORSE-----	\$	31,814
6 HORSE-----	\$	33,895



**KIEFER BUILT**  
**ALUMINUM SKIN**

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	10,845
3 HORSE-----	\$	11,300
4 HORSE-----	\$	13,105

**GOOSENECK**

2 HORSE-----	\$	14,600
3 HORSE-----	\$	21,170
4 HORSE-----	\$	23,345

**LOGAN COACH**

**STOCK TRAILER**

**BUMPER PULL**

13'-----	\$	4,905
16'-----	\$	5,730

**GOOSENECK**

16'-----	\$	8,735
18'-----	\$	9,224
20'-----	\$	9,377
24'-----	\$	10,502

**LOGAN COACH**

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	11,675
3 HORSE-----	\$	13,845
4 HORSE-----	\$	15,450

**GOOSENECK**

2 HORSE-----	\$	13,192
3 HORSE-----	\$	18,261
4 HORSE-----	\$	23,727

**MERHOW**  
**ALUMINUM**

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	15,745
3 HORSE-----	\$	19,695
4 HORSE-----	\$	22,670

**GOOSENECK**

2 HORSE-----	\$	19,760
3 HORSE-----	\$	23,660
4 HORSE-----	\$	26,560

**MERHOW**  
**STEEL**

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	12,895
3 HORSE-----	\$	16,073
4 HORSE-----	\$	18,850

**GOOSENECK**

2 HORSE-----	\$	16,690
3 HORSE-----	\$	19,930
4 HORSE-----	\$	22,448

**PONDEROSA**  
**STEEL**

**STOCK TRAILER**

14'-----	\$	3,554
16'-----	\$	3,729
18'-----	\$	3,914

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	4,495
3 HORSE-----	\$	5,295

**GOOSENECK**

3 HORSE-----	\$	6,995
4 HORSE-----	\$	7,495

**SOONER TRAILER**

**STOCK TRAILER**

**GOOSENECK**

16'-----	\$	13,890
20'-----	\$	14,170
24'-----	\$	18,501
26'-----	\$	22,840
28'-----	\$	23,862

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	15,122
3 HORSE-----	\$	17,600

**GOOSENECK**

2 HORSE-----	\$	15,900
3 HORSE-----	\$	21,715
4 HORSE-----	\$	25,367
5 HORSE-----	\$	25,759
6 HORSE-----	\$	40,328

**SUNDOWNER**

**STOCK TRAILER**

**BUMPER PULL**

12'-----	\$	12,932
14'-----	\$	13,743
16'-----	\$	14,274
18'-----	\$	14,762
20'-----	\$	15,505
22'-----	\$	16,003

**GOOSENECK**

16'-----	\$	15,324
18'-----	\$	15,770
20'-----	\$	16,751
22'-----	\$	17,526
24'-----	\$	18,088
26'-----	\$	18,788
28'-----	\$	22,204
30'-----	\$	23,228

**SUNDOWNER**

**STOCK TRAILER**

**GOOSENECK CONTINUED**

32'-----	\$	23,711
34'-----	\$	24,416
36'-----	\$	25,132
38'-----	\$	25,864
40'-----	\$	26,580

**SUNDOWNER**

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	15,442
3 HORSE-----	\$	16,995
4 HORSE-----	\$	20,847

**GOOSENECK**

2 HORSE-----	\$	19,179
3 HORSE-----	\$	24,795
4 HORSE-----	\$	30,455
5 HORSE-----	\$	35,174
6 HORSE-----	\$	37,894
7 HORSE-----	\$	43,466
8 HORSE-----	\$	47,003
9 HORSE-----	\$	49,250
10 HORSE-----	\$	49,542

**HORSE TRAILER w/LIVING QUARTERS**

2 HORSE-----	\$	62,969
3 HORSE-----	\$	70,304
4 HORSE-----	\$	76,340

**THURO-BILT**

**STOCK TRAILER**

**BUMPER PULL**

SPIRIT-----	\$	4,710
13'-----	\$	5,341
17'-----	\$	6,328
19'-----	\$	6,826

**HORSE TRAILER**

2 HORSE-----	\$	9,426
3 HORSE-----	\$	11,256
4 HORSE-----	\$	12,348

**TITAN**

**STOCK TRAILER**

**BUMPER PULL**

10'-----	\$	5,810
12'-----	\$	5,953
14'-----	\$	6,159
16'-----	\$	6,318
18'-----	\$	7,278
20'-----	\$	7,518

**GOOSENECK**

10'-----	\$	8,362
12'-----	\$	8,521
14'-----	\$	8,965
16'-----	\$	9,248
18'-----	\$	9,445
20'-----	\$	9,723
22'-----	\$	10,502
24'-----	\$	11,277
26'-----	\$	11,760
28'-----	\$	12,237
30'-----	\$	12,704
32'-----	\$	13,174

**TITAN**

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	7,690
3 HORSE-----	\$	9,824
4 HORSE-----	\$	10,997

**GOOSENECK**

2 HORSE-----	\$	13,709
3 HORSE-----	\$	14,769
4 HORSE-----	\$	18,980
5 HORSE-----	\$	20,555

**TRAILS WEST**

**STOCK TRAILER**

**BUMPER PULL**

12'-----	\$	6,317
14'-----	\$	6,445
16'-----	\$	7,522
18'-----	\$	7,670

**GOOSENECK**

12'-----	\$	8,428
14'-----	\$	8,450
16'-----	\$	8,599
18'-----	\$	9,341
20'-----	\$	9,526
22'-----	\$	10,296
24'-----	\$	10,396

**TRAILS WEST**

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	9,425
3 HORSE-----	\$	13,147
4 HORSE-----	\$	13,956

**GOOSENECK**

2 HORSE-----	\$	12,504
3 HORSE-----	\$	15,992
4 HORSE-----	\$	17,095
5 HORSE-----	\$	18,297
6 HORSE-----	\$	21,195

**W-W TRAILERS**

**STOCK TRAILER**

**STEEL**

**BUMPER PULL**

10'-----	\$	3,883
12'-----	\$	3,904
14'-----	\$	4,040
16'-----	\$	4,291
17'-----	\$	5,578

**GOOSENECK**

16'-----	\$	5,260
18'-----	\$	5,633
20'-----	\$	6,250
24'-----	\$	7,117
28'-----	\$	8,312

**HORSE TRAILER**

**BUMPER PULL**

1 HORSE-----	\$	3,363
2 HORSE-----	\$	6,418
3 HORSE-----	\$	6,680

**GOOSENECK**

3 HORSE-----	\$	9,293
4 HORSE-----	\$	10,476
6 HORSE-----	\$	10,714

**GENERIC STEEL STOCK TRAILER**

**BUMPER PULL**

**STEEL**

**ALUMINUM**

6X14-----	\$	4,386	\$	10,971
6X16-----	\$	4,663	\$	11,661
6X18-----	\$	4,880	\$	12,205
6X20-----	\$	5,521	\$	13,134

**GOOSENECK**

6X14-----	\$	5,214	\$	13,041
6X16-----	\$	5,485	\$	13,717
6X18-----	\$	6,036	\$	15,097
6X20-----	\$	6,136	\$	15,197
6X24-----	\$	6,323	\$	15,813

**HORSE TRAILER**

**BUMPER PULL**

TWO HORSE STRAIGHT LOAD----- \$ 4,323 \$ 10,812

TWO HORSE STRAIGHT LOAD  
w/TACK COMPARTMENT----- \$ 4,599 \$ 11,502

TWO HORSE STOCK  
w/TACK/DRESSING ROOM----- \$ 5,002 \$ 12,510

TWO HORSE SLANT  
w/TACK/DRESSING ROOM----- \$ 5,427 \$ 13,571

THREE HORSE SLANT  
w/TACK/DRESSING ROOM----- \$ 5,819 \$ 14,553

**GOOSENECK**

THREE HORSE SLANT  
w/TACK/DRESSING ROOM----- \$ 6,281 \$ 15,707

FOUR HORSE SLANT  
w/TACK/DRESSING ROOM----- \$ 6,726 \$ 16,822



**BUMPER PULL STOCK TRAILER**



**GOOSENECK STOCK TRAILER**



**BUMPER PULL COMBO TRAILER**



**GOOSENECK COMBO TRAILER**



**BUMPER PULL TRAILER w/TACK**



**GOOSENECK w/TACK/DRESSING ROOM**



**GOOSENECK w/LIVING QUARTERS**



**GENERIC**

**MOPED'S & SCOOTERS**

**GAS & ELECTRIC POWERED**

UP TO 50cc-----	\$	1,000
150cc-----	\$	1,500
200cc-----	\$	2,000
250cc-----	\$	2,500



**GENERIC**

**MINI TRUCKS AND CARS**

ALL-----	\$	5,500
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**GENERIC**

**STREET LEGAL GOLF CARTS**  
AKA (LSV) Low Speed Vehicles

2 PERSON-----	\$	8,500
4 PERSON-----	\$	9,200



**GENERIC**

**SMART CARS**

HATCHBACK-----	\$	16,007
CONVERTIBLES-----	\$	19,930



## Agenda Item # 7

Please refer to the Public  
Hearing item attachments for  
Agenda Item # 7





# Consent

# Agenda



# Regular Agenda



# Claims



# Payroll





8



*Information Systems*

**ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH RESULTZ BIZ D.B.A. EDWARD J. PIERRE, III FOR PROFESSIONAL IT SERVICES TO SUPPORT THE ENTERPRISE RESOURCE PLANNING ("ERP") SYSTEM**

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

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

**WHEREAS**, the City of Jackson, Mississippi selected an ERP system and entered into an agreement with Result Biz in December 2018 to assist the Information Systems staff in completing the implementation of the ERP system; and

**WHEREAS**, the Department of Administration recommends to the governing authorities for the City of Jackson to ratify and authorize the Mayor to execute a Professional Service Agreement with Resultz Biz d.b.a. Edward J. Pierre, III to provide general software and user support, post-implementation maintenance, updates and training for the ERP system; and

**WHEREAS**, Resultz Biz will continue to assist the Information Systems Division in developing an Information Technology Learning Community System (ITLCS) to create a new high-level, turnkey system policy, procedures, and processes for on-going training for all employees, including new hires and promotions; and

**WHEREAS**, it is in the City's best interest that all employees are adequately trained in addition to continuing to develop training materials and online training videos for future employees; and

**WHEREAS**, the Department of Administration recommends that the City enter into a Professional Service Agreement with Resultz Biz at a cost not to exceed \$130,000.00 per year beginning on October 1, 2023, through September 30, 2026; and

**WHEREAS**, Resultz Biz will be compensated at a rate of \$65.00 per hour. Resultz Biz will generally invoice the City of Jackson on the Friday after the regularly scheduled Tuesday bi-weekly City Council meeting. All invoices must be paid within thirty (30) days but no later than forty-five (45) days after receipt of the invoice, and receipt, inspection, and approval of the services; and

**WHEREAS**, it is understood that the Professional Service Agreement requires approval by the Governing Authority/City Council, and if not approved by the Governing Authority/City Council, it is void, and no payment shall be made; and

**WHEREAS**, any party may terminate the Professional Service Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Service Provider shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination; and

**WHEREAS,** to the extent it is not prohibited by Mississippi law, Resultz Biz shall indemnify, defend, and hold the City 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 City's business activities; and

**IT IS THEREFORE ORDERED,** the Mayor be authorized to execute a Professional Service Agreement with Resultz Biz d.b.a. Edward J. Pierre, III at a cost not to exceed \$130,000.00 per year beginning on October 1, 2023, through September 30, 2026, to provide general software and user support, post-implementation maintenance, updates and training for the ERP system and is hereby ratified.

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

*1/20/24*

## OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH RESULTZ BIZ D.B.A. EDWARD J. PIERRE, III FOR PROFESSIONAL IT SERVICES TO SUPPORT THE ENTERPRISE RESOURCE PLANNING ("ERP") SYSTEM is legally sufficient for placement in NOVUS Agenda.

*D. M. M.*

Drew Martin, *Interim City Attorney*

Sondra Moncure, *Deputy City Attorney* *A.M.*

*2/1/24*

Date

## PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement (the "Agreement") is effective as of ~~October 1, 2023~~ (the "Effective Date") through September 30, 2026, between the City of Jackson, a Mississippi municipality (the "City of Jackson" or "Client") and Edward J. Pierre d.b.a Resultz Biz (the "Service Provider"), a sole-proprietorship registered with the State of Mississippi located at 5945 Hanging Moss Road, Jackson, Mississippi 39206.

For good and valuable consideration, the Client and Service Provider agree as follows:

### I. SERVICE PROVIDER DUTIES AND RESPONSIBILITIES

- A. Services: It shall be agreed upon, that during the term of this Agreement, the Service Provider shall provide the services ("Services") that are described within the attached Schedule I (the "Schedules") and on any such additional consecutively numbered supplementary schedules, as which may be executed at any time by both parties to this Agreement with prior approval by the governing authorities for the city of Jackson. Each attached, or subsequently attached Schedule shall contain a description of the deliverables required to be provided by the Service Provider (collectively "Deliverables"), a description of any completion deadlines that pertain to the Deliverables, and a description of the corresponding payment terms, including any partial payments for completion of designated milestones comprising each Deliverable.
- B. Compliance with Applicable Law: The Service Provider shall be responsible for complying with any and all applicable federal, Mississippi state and local laws, rules, ordinances, regulations, and/or codes that pertain to the performance of the Services requested and provided. The Service Provider's failure to comply with the responsibilities and duties described in this paragraph shall constitute a material breach of the Agreement.

### II. DUTIES IMPOSED ON THE CLIENT

- A. Fees: As a material term of the compensation arrangement agreed to by these parties, the Service Provider agrees that payment will not exceed \$130,000.00 per year. The sum represents the entire compensation the Service Provider shall be entitled to for performing the corresponding Services. The Service Provider is not eligible for any additional compensation in the form of cash or in the form of employee benefits under any plans or programs maintained by the Client or its clients, including, but not limited to, any bonus, paid time off, health, pension and incentive compensation (collectively, "Benefit Plans"). If for any reason the Service Provider is deemed to be a common-law employee of the Client by any governmental agency, court or other entity. The Service Provider hereby waives any right to, and agrees to neither seek nor accept any benefits under the Benefit Plans, even if the terms thereof the Service Provider would be eligible to receive such benefits.
- B. No Reimbursements: The Service Provider shall not be entitled to any reimbursement by the Client for any cost or expenses outside of what has been originally agreed upon for compensation to the Service Provider from the Client.
- C. Invoices. Resultz Biz will be compensated at a rate of \$65.00 per hour. Resultz Biz will generally invoice the city of Jackson on the Friday after the regularly scheduled Tuesday bi-weekly City Council meeting. All invoices must be paid within thirty (30) days but no later than forty-five (45) days after receipt of the invoice, and receipt, inspection and approval of the services. Any invoices paid beyond the forty-five (45) day invoice payment time period will be subject to interest at a rate of one and one-half percent (1-1/2%) per month or portion thereof on the unpaid balance from the expiration of such forty-five (45) day period until such time.

- D. Approval. It is understood that if this Agreement requires approval by the Governing Authority City Council and this Agreement is not approved by the Governing Authority City Council, it is void, and no payment shall be made hereunder.
- E. Availability of Funds. It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the city shall have the right upon ten (10) working days written notice to the Service Provider to terminate this Agreement without damage, penalty, cost or expenses to the city of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

### III. OWNERSHIP AND ASSIGNMENT OF WORK PRODUCT

The Service Provider does herein agree that any and all Work Product will be the exclusive property of the City of Jackson, and in consideration of this Agreement, without further compensation, hereby assigns, and (as necessary) agrees to assign, to the City of Jackson all right, title, and interest to all Work Product that relates to all or any aspect of the Client's actual or anticipated business, research, and development or existing or future products or services, or an actual or demonstrably anticipated research or development project of the Client; is

conceived, created, and reduced to practice, developed, or made entirely or in any part: during which time services are provided or on Client time, or using any equipment, supplies, facilities, assets, materials, information (including, without limitation, Confidential Information) or resources of any of the Client's (including, without limitation, any intellectual property rights); or results from any work performed by the Service Provider for the Client. Any creative works, discoveries, designs, software, computer programs, inventions, improvements, modifications, enhancements, know-how, product, formula or formulation, concept or idea that the Service Provider has from the execution of this Agreement to one year following the cessation or termination of the Service Provider with the Client shall be deemed to be Work Product owned by the Client under this Section, unless otherwise proven by the Service Provider to have been outside each of the criteria specified above in this Section.

### IV. CONFIDENTIALITY- UNAUTHORIZED DISCLOSURE

Within or after the services period, the Service Provider shall at no time divulge, release, or remove for his/her use or that of any other individual or Client any documentation, information, or knowledge pertaining to the operation or business of the Client obtained or made available to him/her during the course of their employment with the Client, subsidiaries or affiliates. Furthermore, the Client and the Service Provider agree that Confidential Information shall include, but is not limited to, all non-public information, written or oral, whether disclosed directly or indirectly, through any means of communication or observation by the Service Recipient or any of its affiliates or representatives to or for the benefit of the Service Provider. Service Provider shall not copy or modify any Confidential Information without prior written consent of the Client.

Confidential information excludes that which is public knowledge.

The Service Provider shall, upon termination of this Agreement (whether voluntary or involuntarily), or upon request of the Client, immediately return to the Client any and all property in their possession or that which may be under their control or care, including but not limited any proprietary information, customer names and lists, trade secrets, intellectual property, written documents, plans, recordings, software, accounting or financial information and/or any other materials of a confidential nature.

Should the Service Provider, during, or after termination of employment, disclose or threaten to disclose any information of a confidential nature, the Service Provider shall be deemed in violation of this Agreement. The Service Provider shall provide notice to the Client of the potential disclosure of any information to allow the Client sufficient time to obtain an injunction to restrain the Service Provider from disclosing or further disclosing, in whole or in part, Confidential Information. The Client shall also be entitled to pursue other legal remedies, as may be deemed appropriate, for any loss and/or damages incurred as a result of any unauthorized disclosure made by the Service Provider during or after the termination of their services.

#### V. TERMS AND TERMINATION

Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Service Provider shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

At the end of the Service Provider's contract or upon termination of their services, whether with or without cause, said Service Provider shall immediately return to the City of Jackson any and all Client property including, but not limited to, the following:

- Key or Key Card(s) granting access to the building and/or offices or areas located within the building;
- Client Identification (ID);
- Computer (if applicable);
- Business Cards (if applicable); and any
- Client related documents and/or material.

The City of Jackson reserves the right, and shall be entitled to pursue any legal remedies, as may be deemed appropriate, for any loss and/or damages incurred as a result of the Service Providers failure to return Client property after termination of their services.

#### VI. INDEMNIFICATION

To the extent it is not prohibited by Mississippi law, Service Provider shall indemnify, defend and hold Client 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 Client's business activities.

#### VII. NON-WAIVER OF BREACH

No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement. Neither party named herein, shall be held liable for or believed to be in breach of this Agreement by way of any delay, or failure to perform as necessitated by this Agreement as a consequence of any cause or condition that may be beyond either party's reasonable control and of which either party may be unable to overcome by the use or exercise of reasonable diligence.

#### VIII. NOTICE

Both parties, when required, shall provide written notice or communication at the addresses set forth below:

Client:  
City of Jackson, Information Systems  
353 South Congress Street  
Jackson, Mississippi 39205

Office of the City Attorney  
455 East Capitol Street  
Jackson, Mississippi 39205



Service Provider:  
Result Biz  
5945 Hanging Moss Road  
Jackson, Mississippi 39206

IX. GOVERNANCE:

The herein contained Agreement shall be governed by, construed and enforced pursuant with the laws of the State of Mississippi. The parties agree that this paragraph shall survive the termination of the Agreement. In the event that any provision of this Agreement conflicts with the law pursuant to which this Agreement is to be construed or if any other provision is held to be invalid by a court within the jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated to reflect, as nearly as possible, the original intentions of the parties in accordance with applicable law, and the remaining terms of this Agreement shall remain in full force and effect.

X. PUBLIC RECORDS

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

XI. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

XII. MODIFICATION OR AMENDMENTS

Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by the City Council and Mayor.

IN WITNESS WHEREOF, the parties hereto, each acting pursuant with due and proper authority, have executed this Agreement as of the aforementioned Effective Date.

City of Jackson, Mississippi

Resultz Biz d.b.a. Edward J. Pierre

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Service Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



9



**ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT EXECUTION, MENTOR COMPENSATION, CAMP ASSISTANT COMPENSATION, WORKSHOP PRESENTER COMPENSATION, AND FUNDS TRANSFER FOR FILM JXN YOUTH SUMMER CAMP**

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

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

**WHEREAS**, the City of Jackson has had multiple incidents of violence perpetrated by youths and would like to prevent further incidents of violence among youths during hours in which many would normally be attending school; and

**WHEREAS**, the City of Jackson Summer Film Camp, also known as Film JXN Youth Summer Camp aims to provide a valuable three (3) to four (4) week summer camp experience for youths between the ages of 15 -18, introducing them to basic film concepts and encouraging interest in film, television, and video production; and

**WHEREAS**, sponsoring a summer youth camp aligns with the provisions of the Mississippi Constitution and the Mississippi Code of 1972, constituting a social and community service program; and

**WHEREAS**, the City of Jackson aims to prevent further incidents of youth violence and provide a valuable summer camp experience through the Film JXN Youth Summer Camp, introducing youths to film concepts and fostering their interest in film production; and

**WHEREAS**, experienced mentors are required to guide and support camp participants, providing technical guidance and fostering creativity; and

**WHEREAS**, Willie Bell, III and McKenzie Haggard have been identified as qualified candidates possessing the necessary skills, expertise, and passion for mentoring young aspiring filmmakers; and

**WHEREAS**, it is in the best interest of the city to compensate the mentors for their valuable contributions to the Film JXN Youth Summer Camp; and

Agenda Item # 9  
July 16, 2024  
(Lumumba)

**WHEREAS**, Ishmael Gray has been identified as a qualified candidate with the necessary skills, expertise, and passion for film production to assist camp staff and participants; and

**WHEREAS**, it is in the best interest of the city to compensate the camp assistant for their valuable contributions to the Film JXN Youth Summer Camp; and

**WHEREAS**, up to seven workshop presenters have been identified as qualified candidates to enhance the participants' understanding of the film industry; and

**WHEREAS**, it is in the best interest of the city to compensate the workshop presenters for their valuable contributions to the Jackson Summer Youth Film Camp; and

**WHEREAS**, the Public, Educational, and Governmental Access Channel (PEG Network) recommends entering into service agreements with Willie Bell, III and McKenzie Haggard to provide mentorship and guidance by offering a supportive and educational environment that enables campers to explore their creativity, develop their filmmaking skills, and forge lasting connections; and

**WHEREAS**, the Public, Educational, and Governmental Access Channel (PEG Network) recommends entering into service agreements with Ishmael Gray to support various aspects of daily operations and film production during camp; and

**WHEREAS**, the Public, Educational, and Governmental Access Channel (PEG Network) recommends entering into service agreements with film industry professionals to provide workshops on various aspects of film and television production; and

**WHEREAS**, the proposed film industry professional agreements will become effective upon execution, with workshop services rendered at a cost not exceeding \$200.00 per workshop, up to a maximum of \$1,400.00 for up to seven workshops; and

**WHEREAS**, the proposed camp assistant agreements will become effective upon execution and continue until July 26, 2024, with compensation not exceeding \$800.00; and

**WHEREAS**, the Jackson Summer Youth Film Camp will be held at the Arts Center of Mississippi from June 24, 2024, to July 26, 2024, Monday through Friday from 8:30 am to 4 pm, and possibly on Saturdays; and

**WHEREAS**, Willie Bell, III and McKenzie Haggard propose to provide mentor services, including instruction, collaboration with other mentors and camp staff, development of concepts into final film projects, teaching basic film production, providing feedback, ensuring safety compliance, and acting as positive role models for campers; and

**WHEREAS**, the proposed agreement with the mentors will be effective upon execution and continue until July 26, 2024, with compensation not exceeding \$2,500.00 each, totaling \$5,000.00 collectively, divided into two payments each, with half \$1,250.00 each to be paid as early as July 10th and the remainder to be paid upon the completion of services; and

**WHEREAS**, either Party may terminate this Agreement at any time upon the delivery of written notice to the other Party no less than 14 days prior to the intended termination date, provided however that in such event, the terminating Party agrees to act in good faith to assist the other Party with the orderly wind-down of such Party's work on any active and on-going assignment; and

**WHEREAS**, the upcoming summer film camp requires adequate funding to compensate mentors, presenters, and cover various camp-related expenses; and

**WHEREAS**, on April 9, 2024, the City Council unanimously approved a funds transfer of \$10,000 from account 001-43300-6742 to account 300-44346-6299 for the Film Camp; and

**WHEREAS**, the Public, Educational, and Governmental Access Channel (PEG Network) recommends transferring \$7,200.00 from account 300-44346-6299 (other operating supplies) to account 300-44340-6419 (other professional services) to ensure sufficient funds for the successful execution of the summer film camp; and

**WHEREAS**, it is crucial to secure the necessary financial resources to support the upcoming summer film camp, as recommended by the PEG Network;

**IT IS HEREBY ORDERED** that the Mayor is authorized to execute

1. a contract between the City of Jackson and Willie Bell, III and McKenzie Haggard for mentor compensation for the Film JXN Youth Summer Camp, with each mentor receiving a total compensation not exceeding \$2,500.00, and the agreement effective until July 26, 2024.
2. a contract between the City of Jackson and Ishmael Gray for camp assistant compensation for the Film JXN Youth Summer Camp, with the camp assistant receiving a total compensation not exceeding \$800.00, and the agreement effective until July 26, 2024.
3. an agreement for workshop presenter compensation for the Film JXN Youth Summer Camp with up to six film industry professionals, with each workshop costing no more than \$200.00 and a maximum of seven workshops totaling \$1,400.00.
4. an agreement for the transfer of funds from account 300-44346-6299 (Public, Educational, and Governmental Access Channel - PEG Network) to account 300-

44340-6419 (other professional services) as recommended by the Public, Educational, and Governmental Access Channel (PEG Network), with a total transfer amount of \$7,200.00.



Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT EXECUTION, MENTOR COMPENSATION, CAMP ASSISTANT COMPENSATION, WORKSHOP PRESENTER COMPENSATION, AND FUNDS TRANSFER FOR FILM JXN YOUTH SUMMER CAMP is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew M. Martin, City Attorney

7/9/28  
\_\_\_\_\_  
Date

## **JACKSON FILM SUMMER CAMP ASSISTANT SERVICES AGREEMENT**

This Film JXN Youth Summer Camp Assistant Agreement (the "Agreement" is made as of the \_\_\_\_\_ day of June, 2023 (the "Effective Date") by and between **The City of Jackson** (hereinafter the "COJ") and **Ishmael Gray** with an address of 761 Rice Rd., Ridgeland, MS 39157 (hereinafter "Contractor").

**WHEREAS**, the COJ and Contractor have recently or simultaneously herewith will, enter into an independent contractor relationship whereby Contractor will provide certain summer film camp assistant services to the COJ in accordance with terms, conditions, and compensation mutually agreed upon by the Parties.

**WHEREAS**, the City of Jackson is offering a film, television, and video camp for youth ages 15 -18, from June 24 through July 26, 2024, from 8:30 am - 4:00 pm at the Arts Center of Mississippi, located at 201 E Pascagoula St, Jackson, MS 39201. The camp will introduce Jackson Youth to creative and technical workforce opportunities in the film and television, industry.

**WHEREAS**, the Contractor will strive to infuse creativity and interdisciplinarity, collaborative learning, and workforce engagement to encourage and facilitate interest in the workforce opportunities within the film and television industry.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM; TERMINATION.** This Agreement shall commence on the date of execution by the parties and, unless terminated earlier in accordance with the provisions hereof, shall continue uninterrupted until July 26, 2024. Either Party may terminate this Agreement at any time upon the delivery of written notice to the other Party no less than 14 days prior to the intended termination date, provided however that in such event, the terminating Party agrees to act in good faith to assist the other Party with the orderly wind-down of such Party's work on any active and on-going assignment.
2. **SERVICES.** The Contractor will provide the following services: (1) Aid camp staff in all aspects of the filmmaking process, (2) Support camp staff with ensuring a smooth and successful camp experience for all, (3) Assist in guaranteeing that all safety protocols and guidelines are followed by campers and staff, (7) Act as a positive role model for campers.
3. **COMPENSATION.** For the duties and obligations to be performed by Contractor pursuant to this Agreement, COJ agrees to compensate Contractor and Contractor agrees to accept compensation in accordance with the specific terms and conditions set forth in this Agreement. The Contracting Party will be compensated

in an amount not to exceed Eight Hundred Dollars and No Cents (\$800.00), half to be paid on July 10<sup>th</sup> and the remainder to be paid upon the completion of services.

4. **APPROVAL.** It is understood that if this Agreement requires approval by the Governing Authority/City Council and if this Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.
5. **AVAILABILITY OF FUNDS.** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
6. **PUBLIC RECORDS.** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated §79-23-1.
7. **INDEPENDENT CONTRACTOR.** The Parties agree that the legal relationship of Contractor and COJ is strictly an independent contractor relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership or employer-contractor relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the COJ shall have no obligation to Contractor with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers compensation premiums, or the like, which shall be and remain the sole responsibility of the Contracting Partner.
8. **DUTY OF LOYALTY TO THE COJ.** Contractor shall be free to pursue other engagements with third parties to provide services comparable to those to be provided to the COJ and its clients hereunder, and further that the COJ shall be under no obligation to place assignments exclusively with the Contractor. Notwithstanding the independent Contractor relationship, the Contractor agrees that it will not engage in any activity that is directly competitive with, or would otherwise conflict with, its duties to the COJ, nor shall it undertake any project or assignment where such undertaking would result in either an actual or perceived conflict of interest with the COJ.

9. **NO CONFLICTING AGREEMENT OR OBLIGATION.** Contractor represents that it is not subject to any non-compete or non-solicitation agreement with any previous employer or other entity that would in any way interfere with its performance of its duties or its compliance with the terms of this Agreement.
10. **NO IMPROPER USE OF INFORMATION OF PRIOR EMPLOYERS OR PARTIES.** Contractor agrees that it will not improperly use or disclose any confidential information it obtained from or in connection with any of its former employers or other persons to whom it has an obligation of confidentiality.
11. **LEGAL FEES AND EXPENSES.** Contractor agrees that in the event of a dispute under this Agreement in which the COJ prevails, the COJ will be entitled to recover, in addition to injunctive, monetary or other relief, its costs of enforcing the terms of this Agreement, including but not limited to all legal and related fees incurred thereby. Otherwise, each Party shall bear its own costs in any such proceeding.
12. **GOVERNING LAW.** This Agreement shall be controlled, construed, and enforced under the laws of the State of Mississippi without regard to principles governing conflicts of laws.
13. **STIPULATIONS.** The Contractor acknowledges that the terms of this Agreement were a material inducement for the COJ to enter into this arrangement with the Contractor, and that the Contractor fully evaluated such terms and concluded that nothing contained herein does or would in any way hinder its ability to earn a livelihood, finding that the limitations with respect to time and activities outside this Agreement are fair and reasonable and do not impose a greater restraint than necessary to protect the COJ goodwill and business interest.
14. **CONSTRUCTION.** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor against any Party. The section headings contained herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Agreement or the Intent of any provision hereof. The Parties agree that each Party has reviewed this Agreement and has had the opportunity to have legal counsel review it. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpretation of this Agreement.
15. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and such counterpart shall, together, constitute and be one and the same Instrument.
16. **SEVERABILITY.** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be

affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, this Film JXN Youth Summer Camp Assistant Agreement has been executed by and on behalf of the Parties hereto as of the day and year first above written.

CONTRACTOR:

CITY OF JACKSON

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **JACKSON FILM SUMMER CAMP MENTOR SERVICES AGREEMENT**

This Film JXN Youth Summer Camp Mentor Agreement (the "Agreement" is made as of the \_\_\_\_\_ day of June, 2023 (the "Effective Date") by and between **The City of Jackson** (hereinafter the "COJ") and **McKenzie Haggard** with an address of 4201 Larchmont ST, Jackson, MS 39209 (hereinafter "Contractor").

**WHEREAS**, the COJ and Contractor have recently or simultaneously herewith will, enter into an independent contractor relationship whereby Contractor will provide certain summer film camp mentor services to the COJ in accordance with terms, conditions, and compensation mutually agreed upon by the Parties.

**WHEREAS**, the City of Jackson is offering a film, television, and video camp for youth ages 15 -18, from June 24 through July 26, 2024, from 8:30 am - 4:00 pm at the Arts Center of Mississippi, located at 201 E Pascagoula St, Jackson, MS 39201. The camp will introduce Jackson Youth to creative and technical workforce opportunities in the film and television, industry.

**WHEREAS**, the Contractor will strive to infuse creativity and interdisciplinarity, collaborative learning, and workforce engagement to encourage and facilitate interest in the workforce opportunities within the film and television industry.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM; TERMINATION.** This Agreement shall commence on the date of execution by the parties and, unless terminated earlier in accordance with the provisions hereof, shall continue uninterrupted until July 26, 2024. Either Party may terminate this Agreement at any time upon the delivery of written notice to the other Party no less than 14 days prior to the intended termination date, provided however that in such event, the terminating Party agrees to act in good faith to assist the other Party with the orderly wind-down of such Party's work on any active and on-going assignment.
2. **SERVICES.** The Contractor will provide the following services: (1) Instruct and mentor campers in all aspects of the filmmaking process, (2) Collaborate with other filmmaker mentors and camp staff to ensure a smooth and successful camp experience for all campers, (3) Work with campers to develop their initial concept into a completed screenplay, storyboard, and final film project. (4) Teach basic film production, (5) Encourage creativity and provide constructive feedback throughout the filmmaking process, (6) Ensure that all safety protocols and guidelines are followed by campers and staff, (7) Act as a positive role model for campers.
3. **COMPENSATION.** For the duties and obligations to be performed by Contractor pursuant to this Agreement, COJ agrees to compensate Contractor and Contractor

agrees to accept compensation in accordance with the specific terms and conditions set forth in this Agreement. The Contracting Party will be compensated in an amount not to exceed Two Thousand Five Hundred Dollars and No Cents (\$2,500.00), half to be paid on July 10<sup>th</sup> and the remainder to be paid upon the completion of services.

4. **APPROVAL.** It is understood that if this Agreement requires approval by the Governing Authority/City Council and if this Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.
5. **AVAILABILITY OF FUNDS.** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the Qty shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
6. **PUBLIC RECORDS.** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated §79-23-1.
7. **INDEPENDENT CONTRACTOR.** The Parties agree that the legal relationship of Contractor and COJ is strictly an independent contractor relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership or employer-contractor relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the COJ shall have no obligation to Contractor with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers compensation premiums, or the like, which shall be and remain the sole responsibility of the Contracting Partner.
8. **DUTY OF LOYALTY TO THE COJ.** Contractor shall be free to pursue other engagements with third parties to provide services comparable to those to be provided to the COJ and its clients hereunder, and further that the COJ shall be under no obligation to place assignments exclusively with the Contractor. Notwithstanding the independent Contractor relationship, the Contractor agrees that it will not engage in any activity that is directly competitive with, or would otherwise conflict with, its duties to the COJ, nor shall it undertake any project or

assignment where such undertaking would result in either an actual or perceived conflict of interest with the CXDJ.

9. **NO CONFLICTING AGREEMENT OR OBLIGATION.** Contractor represents that it is not subject to any non-compete or non-solicitation agreement with any previous employer or other entity that would in any way interfere with its performance of its duties or its compliance with the terms of this Agreement.
10. **NO IMPROPER USE OF INFORMATION OF PRIOR EMPLOYERS OR PARTIES.** Contractor agrees that it will not improperly use or disclose any confidential information it obtained from or in connection with any of its former employers or other persons to whom it has an obligation of confidentiality.
11. **LEGAL FEES AND EXPENSES.** Contractor agrees that in the event of a dispute under this Agreement in which the COJ prevails, the COJ will be entitled to recover, in addition to injunctive, monetary or other relief, its costs of enforcing the terms of this Agreement, including but not limited to all legal and related fees incurred thereby. Otherwise, each Party shall bear its own costs in any such proceeding.
12. **GOVERNING LAW.** This Agreement shall be controlled, construed, and enforced under the laws of the State of Mississippi without regard to principles governing conflicts of laws.
13. **STIPULATIONS.** The Contractor acknowledges that the terms of this Agreement were a material inducement for the COJ to enter into this arrangement with the Contractor, and that the Contractor fully evaluated such terms and concluded that nothing contained herein does or would in any way hinder its ability to earn a livelihood, finding that the limitations with respect to time and activities outside this Agreement are fair and reasonable and do not impose a greater restraint than necessary to protect the COJ goodwill and business interest.
14. **CONSTRUCTION.** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor against any Party. The section headings contained herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Agreement or the Intent of any provision hereof. The Parties agree that each Party has reviewed this Agreement and has had the opportunity to have legal counsel review it. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpretation of this Agreement.
15. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and such counterpart shall, together, constitute and be one and the same Instrument.
16. **SEVERABILITY.** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to



be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, this Film JXN Youth Summer Camp Mentor Agreement has been executed by and on behalf of the Parties hereto as of the day and year first above written.

CONTRACTOR:

CITY OF JACKSON

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **JACKSON FILM SUMMER CAMP MENTOR SERVICES AGREEMENT**

This Film JXN Youth Summer Camp Mentor Agreement (the "Agreement" is made as of the \_\_\_\_\_ day of June, 2023 (the "Effective Date") by and between **The City of Jackson** (hereinafter the "COJ") and **Willie C Bell III** with an address of 4201 Larchmont ST, Jackson, MS 39209 (hereinafter "Contractor").

**WHEREAS**, the COJ and Contractor have recently or simultaneously herewith will, enter into an independent contractor relationship whereby Contractor will provide certain summer film camp mentor services to the COJ in accordance with terms, conditions, and compensation mutually agreed upon by the Parties.

**WHEREAS**, the City of Jackson is offering a film, television, and video camp for youth ages 15 -18, from June 24 through July 26, 2024, from 8:30 am - 4:00 pm at the Arts Center of Mississippi, located at 201 E Pascagoula St, Jackson, MS 39201. The camp will introduce Jackson Youth to creative and technical workforce opportunities in the film and television, industry.

**WHEREAS**, the Contractor will strive to infuse creativity and interdisciplinarity, collaborative learning, and workforce engagement to encourage and facilitate interest in the workforce opportunities within the film and television industry.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM; TERMINATION.** This Agreement shall commence on the date of execution by the parties and, unless terminated earlier in accordance with the provisions hereof, shall continue uninterrupted until July 26, 2024. Either Party may terminate this Agreement at any time upon the delivery of written notice to the other Party no less than 14 days prior to the intended termination date, provided however that in such event, the terminating Party agrees to act in good faith to assist the other Party with the orderly wind-down of such Party's work on any active and on-going assignment.
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3. **COMPENSATION.** For the duties and obligations to be performed by Contractor pursuant to this Agreement, COJ agrees to compensate Contractor and Contractor agrees to accept compensation in accordance with the specific terms and conditions set forth in this Agreement. The Contracting Party will be compensated in an amount not to exceed Two Thousand Five Hundred Dollars and No Cents (\$2,500.00), half to be paid on July 10<sup>th</sup> and the remainder to be paid upon the completion of services.
4. **APPROVAL.** It is understood that if this Agreement requires approval by the Governing Authority/City Council and if this Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.
5. **AVAILABILITY OF FUNDS.** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
6. **PUBLIC RECORDS.** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated §79-23-1.
7. **INDEPENDENT CONTRACTOR.** The Parties agree that the legal relationship of Contractor and COJ is strictly an independent contractor relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership or employer-contractor relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the COJ shall have no obligation to Contractor with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers compensation premiums, or the like, which shall be and remain the sole responsibility of the Contracting Partner.
8. **DUTY OF LOYALTY TO THE COJ.** Contractor shall be free to pursue other engagements with third parties to provide services comparable to those to be provided to the COJ and its clients hereunder, and further that the COJ shall be under no obligation to place assignments exclusively with the Contractor.

Notwithstanding the independent Contractor relationship, the Contractor agrees that it will not engage in any activity that is directly competitive with, or would otherwise conflict with, its duties to the COJ, nor shall it undertake any project or assignment where such undertaking would result in either an actual or perceived conflict of interest with the CXDJ.

9. **NO CONFLICTING AGREEMENT OR OBLIGATION.** Contractor represents that it is not subject to any non-compete or non-solicitation agreement with any previous employer or other entity that would in any way interfere with its performance of its duties or its compliance with the terms of this Agreement.
10. **NO IMPROPER USE OF INFORMATION OF PRIOR EMPLOYERS OR PARTIES.** Contractor agrees that it will not improperly use or disclose any confidential information it obtained from or in connection with any of its former employers or other persons to whom it has an obligation of confidentiality.
11. **LEGAL FEES AND EXPENSES.** Contractor agrees that in the event of a dispute under this Agreement in which the COJ prevails, the COJ will be entitled to recover, in addition to injunctive, monetary or other relief, its costs of enforcing the terms of this Agreement, including but not limited to all legal and related fees incurred thereby. Otherwise, each Party shall bear its own costs in any such proceeding.
12. **GOVERNING LAW.** This Agreement shall be controlled, construed, and enforced under the laws of the State of Mississippi without regard to principles governing conflicts of laws.
13. **STIPULATIONS.** The Contractor acknowledges that the terms of this Agreement were a material inducement for the COJ to enter into this arrangement with the Contractor, and that the Contractor fully evaluated such terms and concluded that nothing contained herein does or would in any way hinder its ability to earn a livelihood, finding that the limitations with respect to time and activities outside this Agreement are fair and reasonable and do not impose a greater restraint than necessary to protect the COJ goodwill and business interest.
14. **CONSTRUCTION.** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor against any Party. The section headings contained herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Agreement or the Intent of any provision hereof. The Parties agree that each Party has reviewed this Agreement and has had the opportunity to have legal counsel review it. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpretation of this Agreement.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and such counterpart shall, together, constitute and be one and the same Instrument.

16. SEVERABILITY. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of die State of Mississippi or Ordinance of the Qty of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, this Film JXN Youth Summer Camp Mentor Agreement has been executed by and on behalf of the Parties hereto as of the day and year first above written.

CONTRACTOR:

CITY OF JACKSON

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**JACKSON FILM SUMMER CAMP WORKSHOP PRESENTER  
SERVICES AGREEMENT**

This Film JXN Youth Summer Camp Workshop Presenter Agreement (the "Agreement" is made as of the \_\_\_\_\_ day of July, 2024 (the "Effective Date") by and between **The City of Jackson** (hereinafter the "COJ") and \_\_\_\_\_ with an address of \_\_\_\_\_ (hereinafter "Contractor").

**WHEREAS**, the COJ and Contractor have recently or simultaneously herewith will, enter into an independent contractor relationship whereby Contractor will provide workshop presenter services to the COJ in accordance with terms, conditions, and compensation mutually agreed upon by the Parties.

**WHEREAS**, the City of Jackson is offering a film, television, and video camp for youth ages 15 -18, from June 24 through July 26, 2024, from 8:30 am - 4:00 pm at Arts Center of Mississippi. The camp will introduce Jackson Youth to creative and technical workforce opportunities in the film and television, industry.

**WHEREAS**, the Contractor will strive to demonstrated their expertise and commitment to delivering high-quality workshops on various aspects of film and television production.

**WHEREAS**, the COJ recognizes the valuable contribution of the Contractor in enhancing the learning experience and skill development of the camp participants.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM; TERMINATION.** This Agreement shall commence on the date of execution by the parties and, unless terminated earlier in accordance with the provisions hereof, shall continue uninterrupted until July 26, 2024. Either Party may terminate this Agreement at any time upon the delivery of written notice to the other Party no less than 14 days prior to the intended termination date, provided however that in such event, the terminating Party agrees to act in good faith to assist the other Party with the orderly wind-down of such Party's work on any active and on-going assignment.
2. **SERVICES.** The Contractor will provide workshops on various aspects of film and television production, including but not limited to Scriptwriting, Producing, Directing, Cinematography, Sound Recording, and Production Design. Each workshop presenter is required to provide a workshop on at least one of the mentioned subjects.

3. **COMPENSATION.** For the duties and obligations to be performed by Contractor pursuant to this Agreement, COJ agrees to compensate Contractor and Contractor agrees to accept compensation in accordance with the specific terms and conditions set forth in this Agreement. The Contracting Party will be compensated in an amount not to exceed Two Hundred Dollars and No Cents (\$200.00) per workshop, to be paid upon the completion of services.
4. **APPROVAL.** It is understood that if this Agreement requires approval by the Governing Authority/City Council and if this Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.
5. **AVAILABILITY OF FUNDS.** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the Qty shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
6. **PUBLIC RECORDS.** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated §79-23-1.
7. **INDEPENDENT CONTRACTOR.** The Parties agree that the legal relationship of Contractor and COJ is strictly an independent contractor relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership or employer-contractor relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the COJ shall have no obligation to Contractor with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers compensation premiums, or the like, which shall be and remain the sole responsibility of the Contracting Partner.
8. **DUTY OF LOYALTY TO THE COJ.** Contractor shall be free to pursue other engagements with third parties to provide services comparable to those to be provided to the COJ and its clients hereunder, and further that the COJ shall be under no obligation to place assignments exclusively with the Contractor. Notwithstanding the independent Contractor relationship, the Contractor agrees that it will not engage in any activity that is directly competitive with, or would otherwise conflict with, its duties to the COJ, nor shall it undertake any project or

assignment where such undertaking would result in either an actual or perceived conflict of interest with the CXDJ.

9. **NO CONFLICTING AGREEMENT OR OBLIGATION.** Contractor represents that it is not subject to any non-compete or non-solicitation agreement with any previous employer or other entity that would in any way interfere with its performance of its duties or its compliance with the terms of this Agreement.
10. **NO IMPROPER USE OF INFORMATION OF PRIOR EMPLOYERS OR PARTIES.** Contractor agrees that it will not improperly use or disclose any confidential information it obtained from or in connection with any of its former employers or other persons to whom it has an obligation of confidentiality.
11. **LEGAL FEES AND EXPENSES.** Contractor agrees that in the event of a dispute under this Agreement in which the COJ prevails, the COJ will be entitled to recover, in addition to injunctive, monetary or other relief, its costs of enforcing the terms of this Agreement, including but not limited to all legal and related fees incurred thereby. Otherwise, each Party shall bear its own costs in any such proceeding.
12. **GOVERNING LAW.** This Agreement shall be controlled, construed, and enforced under the laws of the State of Mississippi without regard to principles governing conflicts of laws.
13. **STIPULATIONS.** The Contractor acknowledges that the terms of this Agreement were a material inducement for the COJ to enter into this arrangement with the Contractor, and that the Contractor fully evaluated such terms and concluded that nothing contained herein does or would in any way hinder its ability to earn a livelihood, finding that the limitations with respect to time and activities outside this Agreement are fair and reasonable and do not impose a greater restraint than necessary to protect the COJ goodwill and business interest.
14. **CONSTRUCTION.** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor against any Party. The section headings contained herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Agreement or the Intent of any provision hereof. The Parties agree that each Party has reviewed this Agreement and has had the opportunity to have legal counsel review it. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpretation of this Agreement.
15. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and such counterpart shall, together, constitute and be one and the same Instrument.
16. **SEVERABILITY.** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to



be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, this Film JXN Youth Summer Camp Workshop Presenter Agreement has been executed by and on behalf of the Parties hereto as of the day and year first above written.

CONTRACTOR:

CITY OF JACKSON

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ORDER REVISING THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES  
2023-2024 FISCAL YEAR BUDGET.**

**WHEREAS**, the City of Jackson, Department of Human and Cultural Services requests a revision to its 2023-2024 fiscal budget to provide consistent and outstanding service to our employees and citizens; and

**WHEREAS**, the Department of Human and Cultural Services recommends that the governing authorities for the City of Jackson transfer funds in the amount of Ten Thousand Dollars (\$10,000.00) to provide support to the City of Jackson's Summer Film Camp; and

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

**WHEREAS**, the Department of Human and Cultural Services recommends its Fiscal Year 2023-2024 budget be revised as follows:

<b>FUNDS TRANSFER FROM:</b>	<b>FUNDS TRANSFER TO:</b>	
Contributions	Film Camp	
001 43300 6742 \$10,000	300-44346-6299	\$10,000
<b>TOTAL \$10,000</b>	<b>TOTAL</b>	<b>\$10,000</b>

**WHEREAS**, Section 21-35-25 of the Mississippi Code Annotated, as amended, further states that if 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 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 Department of Administration found that this intradepartmental transfer of Ten Thousand Dollars (\$10,000.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended. This transfer does not exceed ten percent (10%) of the total budget appropriated to the Department of Human and Cultural Services in the Fiscal Year 2023-2024 budget.

**IT IS, THEREFORE, ORDERED** that the Department of Human and Cultural Services Fiscal Year 2023-2024 budget be revised as set forth above.

**Council Member Grizzell** 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 April 9, 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.**



10



**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND MISSISSIPPI ATTORNEY GENERAL'S OFFICE**

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

**WHEREAS**, the City of Jackson Police Department will appoint a certified police officer to the Mississippi Attorney General's Office; and

**WHEREAS**, the Mississippi Attorney General's Office works closely in conjunction with both state and local agencies to combat Internet Crimes against Children; and

**WHEREAS**, a Jackson Police Officer will work with both state and federal partners to enforce laws within the city of Jackson that are directly related to crimes against children; and

**WHEREAS**, the City of Jackson Police Department Mississippi Attorney General's Office will enter a memorandum of understanding set forth by both department heads in the agreed terms; and

**WHEREAS**, a copy of the agreement is attached and made apart of the minutes.

**IT IS HEREBY ORDERED** that the City of Jackson is authorized to enter into a memorandum of understanding with the Mississippi Attorney General's Office to assign a certified police officer to the Internet Crimes Against Children taskforce

Agenda Item # 10  
July 16, 2024  
(Wade, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 7, 2024

DATE

POINTS		COMENTS	
1.	<b>Brief Description/Purpose</b>	TO AUTHORIZE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND MISSISSIPPI ATTORNEY GENERAL'S OFFICE	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	CRIME PREVENTION	
3.	<b>Who will be affected</b>	JACKSON POLICE DEPARTMENT	
4.	<b>Benefits</b>	STREAMLINES POLICE INVESTIGATIONS	
5.	<b>Schedule (beginning date)</b>	UPON COUNCIL APPROVAL	
6.	<b>Location:</b> ■ <b>WARD</b> ■ <b>CITYWIDE (yes or no) (area)</b> <input type="checkbox"/> ■ <b>Project limits if applicable</b>	ALL WARDS  CITYWIDE  N/A	
7.	<b>Action implemented by:</b> ■ <b>City Department</b> ■ <b>Consultant</b>	JACKSON POLICE DEPARTMENT  CITY LEGAL	
8.	<b>COST</b>	N/A	
9.	<b>Source of Funding</b> ■ <b>General Fund</b> ■ <b>Grant</b> ■ <b>Bond</b> ■ <b>Other</b>		
10.	<b>EBO participation</b>	ABE _____%    WAIVER    yes ___ no ___    N/A ___ AABE _____%    WAIVER    yes ___ no ___    N/A ___ WBE _____%    WAIVER    yes ___ no ___    N/A ___ HBE _____%    WAIVER    yes ___ no ___    N/A ___ NABE _____%    WAIVER    yes ___ no ___    N/A ___	





**Chief of Police**  
Joseph Wade

**JACKSON POLICE DEPARTMENT**

**Assistant Chief of Police**  
Wendall Watts

## **Memorandum**

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**To: Chokwe Lumumba, Mayor**

**From: Joseph Wade, Chief of Police**

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

**Date: 05/31/2024**

**Re: MOU (Attorney General's Office)**

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The presence of a dedicated officer within the ICAC Task Force would significantly enhance our investigative prowess, bringing specialized expertise and a wealth of resources directly into our fold. This collaboration would facilitate the seamless exchange of critical information, ensuring that our department remains at the forefront of technological advancements and investigative techniques essential in tracking and prosecuting those who prey upon children.

Moreover, this partnership with the Attorney General's Office would symbolize a unified front in our mission to safeguard the innocence of our youth. By integrating our efforts with the esteemed ICAC Task Force, we not only bolster our operational efficiency but also reinforce our dedication to upholding justice and protecting our community.

The benefits of this MOU extend beyond mere logistical advantages; it represents a profound commitment to proactive and comprehensive child protection. Our assigned officer would gain invaluable experience and training, which would be disseminated throughout our department, elevating our overall capability to address internet crimes. This initiative would also foster stronger inter-agency relationships, facilitating a more coordinated and effective response to the threats posed by child exploitation.

In essence, assigning an officer to the ICAC Task Force through this MOU would be a testament to our department's unwavering resolve to combat internet crimes against children. It is a declaration of our dedication to leveraging every available resource, forging vital partnerships, and embracing innovative strategies to ensure that justice is served and that our children are protected from harm. This collaboration would not only enhance our immediate operational effectiveness but also contribute to the long-term safety and security of our community.



**Chief of Police**  
Joseph Wade

**JACKSON POLICE DEPARTMENT**

**Assistant Chief of Police**  
Wendall Watts

**Memorandum**

---

**To:** Joseph Wade, Chief of Police

*(Signature) 6-21-24 (Approved)*

**From:** Wendall Watts, Asst. Chief of Police

*5-6-2027*

**Date:** 05/31/2024

**Re:** MOU (Attorney General's Office)

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Entering into a Memorandum of Understanding (MOU) with the Attorney General's Office to assign an officer to the Internet Crimes Against Children (ICAC) Task Force would be an unparalleled asset to our department. This strategic alliance not only underscores our steadfast commitment to protecting the most vulnerable members of our community but also amplifies our collective capabilities in combating the ever-evolving landscape of internet-based crimes against children.

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 BETWEEN THE JACKSON POLICE DEPARTMENT AND MISSISSIPPI ATTORNEY GENERAL'S OFFICE legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, City Attorney *DM*  
Sondra Moncure, Special Assistant *S.M.*  
Bridgette Morgan, Deputy City Attorney *B*

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
*DM*  
*U.S. 279*



## **Mississippi Internet Crimes Against Children Memorandum of Understanding**

### **Parties**

The Mississippi Attorney General's Office is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant to enforce laws regarding Internet Crimes Against Children (ICAC), and the Mississippi Attorney General's Office utilizes this grant to administer and operate the Mississippi ICAC Task Force.

This Memorandum of Understanding (MOU) is entered into by the Mississippi Attorney General's Office and the AGENCY acting through its duly authorized representative.

### **Overview/Mission Statement**

OJJDP has created the ICAC Task Force Program, which is a national network of state and local law enforcement cyber crime units. The national ICAC program assists state and local law enforcement agencies to develop an effective response to cyber enticement and child pornography cases. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting ICAC cases.

The mission of the Mississippi ICAC Task Force therefore is to:

1. properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers;
2. provide training and equipment to those involved in investigating and prosecuting ICAC cases and;
3. provide community education regarding the prevention of ICAC.

### **Purpose**

The purpose of this MOU is to formalize the working relationship between the AGENCY and the Mississippi Attorney General's Office and the Mississippi ICAC Task Force, as well as to delineate the responsibilities and expectations of the relevant parties. By signing this AGENCY agrees to join the ICAC Task Force for the primary purpose of vigorously and properly investigating ICAC cases. By joining this Task Force, the AGENCY will benefit from grant resources, joint operations, and

extensive training opportunities. By entering this MOU, the Mississippi Attorney General's Office will benefit from investigative support from the AGENCY.

### Investigations

All ICAC investigations will be conducted by sworn law enforcement investigators and in the spirit of cooperation with other ICAC task force members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC programs Operational and Investigative Standards (attached). Violation of the ICAC operational standards is cause for cancellation of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in Task Force investigations are not in the best interest of the Task Force.

The AGENCY will:

Agree to use only sworn AGENCY law enforcement personnel to conduct undercover ICAC investigations. Each investigator involved with undercover operations must receive ICAC training prior to initiating proactive investigations. Reports of all undercover and enforcement activity shall be made monthly to the Mississippi Attorney General's Office.

Agree to conduct reactive investigations where subjects are associated with the AGENCY jurisdiction, including investigations of child pornography CyberTip referrals from the National Center for Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.

Agree to record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file and reviewed by the ICAC Task Force Program Manager.

Agree to provide agents assigned to the Task Force access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.

Agree to locate its ICAC investigators in secured space provided by the AGENCY, with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under the control of the AGENCY ICAC Task Force personnel, with restricted access to authorized personnel only.

Agree to conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative

techniques and undercover operations utilized by the ICAC Task Force, its affiliate agencies or the national ICAC Program.

Agree to accept ownership and be responsible for proper maintenance and use of any equipment purchased with OJJDP Grant funds and provided to Affiliate Agency by the Mississippi Attorney General's Office, based on the attached executed equipment transfer form. Upon termination of this MOU, ownership of equipment, hardware, and other non-expendable items will revert to the Mississippi Attorney General's Office.

### **Supervision**

The AGENCY will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to the Task Force. ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by ICAC standards.

### **Liability**

The AGENCY is responsible and liable for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own officers, agents or employees that occur within the scope of their official duties.

### **Reporting Statistics**

Using a form, or process provided by the Mississippi Attorney General's Office, the AGENCY shall submit monthly statistics to the Mississippi Attorney General's Office on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate format by the 10<sup>th</sup> day of each month, and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas and court orders issued, training hours attended and taught, and community outreach provided.

In addition, a breakdown of basic case data shall be included for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by the AGENCY. The Mississippi Attorney General's Office will then be responsible for all required reporting to OJJDP.

### **Training**

The AGENCY shall make investigators designated as Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs. The Mississippi Attorney General's Office will

review training requests and provide funding for ICAC-approved training when appropriate. Funding under this MOU is limited to the available funds that are received by the Mississippi Attorney General's Office under the OJJDP Grant program for the national ICAC program.

**Confidentiality**

The AGENCY agrees that any confidential information pertaining to investigations of Internet Crimes Against Children will be held in the strictest confidence and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

**Effective Date**

This agreement shall be effective on \_\_\_\_\_, 2024 and shall continue until such time as federal funding for the ICAC Task Force ends or the agreement is canceled by either party upon 30 days written notice delivered to both agency directors.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
ICAC Task Force Affiliate-Department Head Signature

\_\_\_\_\_  
Attorney General- Mississippi Attorney General's Office

\_\_\_\_\_  
Mississippi ICAC Task Force Authorized Signature





1 1



**ORDER AUTHORIZING THE MAYOR TO RATIFY THE SUBMISSION OF THE CITY OF JACKSON'S APPLICATION AND ACCEPTANCE OF THE FY 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND TO ENTER INTO AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON MISSISSIPPI, JACKSON POLICE DEPARTMENT, AND HINDS COUNTY, MISSISSIPPI TO UTILIZE JAG GRANT FUNDS TO PURCHASE EQUIPMENT AND PATROL VEHICLES.**

OFFICE OF THE ATTORNEY GENERAL  
JULY 16, 2024  
LUMUMBA

**WHEREAS**, the City of Jackson is a recipient of the FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$254,545.00 from the U.S. Department of Justice, Office of Justice Programs, and the Bureau of Justice Assistance; and

**WHEREAS**, the Jackson Police Department (JPD) is taking a multidisciplinary approach to crime and will use these funds to provide critical equipment and patrol vehicles that cannot be purchased due to budget constraints; and

**WHEREAS**, the JAG Program recognizes that many state and local justice systems currently face challenging fiscal environments and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement; and

**WHEREAS**, JPD proposes that the city of Jackson enter into an Interlocal Cooperation Agreement with Hinds County, Mississippi, under the "Interlocal Cooperation Act of 1974," Section 17-13-1 of the Miss. Code Ann., as amended; and

**WHEREAS**, through this initiative, the Jackson Police Department will take a multidisciplinary approach to crime; and

**WHEREAS**, the grant will assist the Jackson Police Department in purchasing three (3) SUVs for the crime scene units, and one (1) SUV fully equipped with lights and sirens for patrol operations. Also, the City of Jackson will appropriate \$30,000 of the awarded grant funds to Hinds County to purchase one (1) SUV to provide critical equipment and patrol vehicles; and

**WHEREAS**, JPD must enter into an Interlocal Cooperation Agreement ("Agreement") with Hinds County, Mississippi to efficiently and effectively utilize proceeds received from the 2023 Edward Byrne Memorial Justice Assistance Grant; and

**WHEREAS**, this Agreement shall be in force and effect from and after its approval by the Mississippi Attorney General pursuant to Section 17-13-11 of the Mississippi Code of 1972 (Annotated), and filed with the Chancery Clerk of Hinds County, Mississippi, and the Mississippi Secretary of State. This Agreement entered into by the governmental unit of the City of Jackson, Mississippi, and the County of Hinds, Mississippi, as set out below,

Agenda Item # 11  
July 16, 2024  
(Wade, Lumumba)

as the same appears of record in their respective Minutes; and

**WHEREAS**, if either party desires to terminate this contract or to renew it subject to modifications, notice of such intent shall be given to the other party not less than six (6) months in advance of the date of termination. If no notice is given, this contract shall terminate. This Agreement shall not be effective until compliance with the filing and approval requirements of Mississippi Code Section 17-13-11 shall have been met; and

**WHEREAS**, in the event the City is named as a party in any suit in law or in equity arising or resulting from any actions or inactions of the County, taken or done pursuant to the terms and conditions of this Agreement, the County shall have the option of providing City with a defense or shall reimbursement the City for all reasonable costs of investigation, witness fees, attorney's fees, and other litigation costs that City may incur. The County further agrees to indemnify and hold the City harmless from all reasonable costs it incurs as a result of the payment of any judgment, settlement, or compromise resulting from the exercise by the County and its representatives of the rights and duties provided for herein. The indemnity provided herein does not include indemnification for any acts or omissions of the City, its officers, employees, agents, or assigns; and

**WHEREAS**, a copy of the Interlocal Cooperation Agreement between the city of Jackson and Hinds County, Mississippi is attached and made a part of the minutes.

**IT IS, HEREBY, ORDERED** that the Mayor is authorized to accept this award for the FY 2023 Edward Byrne Memorial (JAG) Program for the amount of \$254,545 and that the Mayor is further authorized to accept said award and enter into an Interlocal Cooperative Agreement between the City of Jackson, Mississippi and Hinds County, Mississippi.

**IT IS FURTHERED ORDERED** that the Mayor or his designee be authorized to execute all documents necessary to accept and administer said grant award. All applications and other required documents, which may have been executed by the Mayor or his designee before the approval of this order, are hereby ratified.

**APPROVED FOR AGENDA:**

**By: WADE, LUMUMBA.**

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

Date: September 11, 2023

	<b>POINTS</b>	<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	Order Authorizing The Mayor to Ratify the submission and acceptance of the FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) and enter into an Interlocal Cooperative Agreement between the City of Jackson, Mississippi, and Hinds County, Mississippi for \$254,545.																																													
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	Crime Prevention																																													
3.	<b>Who will be affected?</b>	City of Jackson																																													
4.	<b>Benefits</b>	To improve the safety and well-being of the citizens of Jackson.																																													
5.	<b>Schedule (beginning date)</b>	As per grant guidelines																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	<b>ALL WARDS</b>  <b>CITYWIDE</b>																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	Jackson Police Department																																													
8.	<b>COST</b>	<b>Grant Funds: No Matching Funds Required</b> City of Jackson \$224,545 Hind County \$30,000																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input type="checkbox"/></li> <li>▪ <b>Grant</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	Edward Byrne Memorial Justice Assistance Grant (JAG) United States Department of Justice(DOJ)																																													
10.	<b>EBO participation</b>	<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	_____
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Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO RATIFY THE SUBMISSION OF THE CITY OF JACKSON'S APPLICATION AND ACCEPTANCE OF THE FY 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND TO ENTER INTO AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON MISSISSIPPI, JACKSON POLICE DEPARTMENT, AND HINDS COUNTY, MISSISSIPPI TO UTILIZE JAG GRANT FUNDS TO PURCHASE EQUIPMENT AND PATROL VEHICLES is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, City Attorney  
Sondra Moncure, Special Assistant 

  
\_\_\_\_\_  
Date

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF JACKSON AND HINDS COUNTY, MISSISSIPPI

***In Re: 2023 Byrne Justice Assistance Grant (JAG) Program Award***

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024 by and between the City of Jackson, Mississippi, a municipal corporation, herein referred to as "City," and Hinds County, Mississippi, a political subdivision, hereinafter referred to as "County," pursuant to Section 17-13-1 *et seq.*, Mississippi Code of 1972, as amended, being the "Interlocal Cooperation Act of 1974."

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of the Interlocal Cooperation Act of 1972, Mississippi Code of 1972 (Annotated) at Section 17-13-1, *et. seq.*, local governmental units may cooperate and contract with one another to their mutual advantage to best serve the needs and development of local governmental units; and

**WHEREAS**, this Interlocal Cooperation Agreement reflects the commitments and understandings agreed to by the governmental entities in order to efficiently and effectively utilize proceeds received from the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG); and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall fund that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of funds fairly compensates each performing party for the services or functions under this Agreement; and

**WHEREAS**, the City and County believe it to be in their best interest to allocate the JAG funds as proposed in the grant application-spending plan. (Exhibit "A"), Award number 15PBJA-23-GG-03574-JAGX

**NOW, THEREFORE, the CITY and COUNTY agree as follows:**

## **DURATION**

This Agreement shall be in full force and effect until September 30, 2027, subject to voidability at the discretion of successor boards.

## **EFFECTIVE DATE**

This Agreement shall be in force and effect from and after its approval by the Mississippi Attorney General pursuant to Section 17-13-11 of the Mississippi Code of 1972 (Annotated), and filed with the Chancery Clerk of Madison County, Mississippi, and the Mississippi Secretary of State. This Agreement entered into by the governmental unit of the City of Jackson, Mississippi, and the County of Hinds, Mississippi as set out below, as the same appears of record in their respective Minutes.

## **PAYMENT**

The City agrees to pay the County \$30,000 from the 2023 JAG Funds to purchase one (1) SUV fully equipped for the Hinds County Sheriff's Office to increase patrol presence. Funding will occur through a one-time payment of \$30,0000 to the County. The City will be responsible for complying with all legal expenditures under the JAG Grant.

The City shall collect and deposit \$224,545.00 in JAG funds into it's own account to purchase three (3) SUVs for the Crime Scene Unit and one (1) SUV fully equipped with lights and sirens for patrol operations.

Each governing body intends to utilize its respective share of funds to administer justice, as outlined in the grant spending plan attached hereto as "Exhibit "A."

## **SCHEDULE**

Upon appropriate approvals, the City will provide the above funding to the County as funds become available to the City from the JAG Award.

## **PURPOSE**

This Agreement aims to enhance patrol operations and crime scene units in the City and County. The City shall assume responsibility for the JAG funds in the amount of \$254,545.00. The City will utilize \$224,545.00 to purchase three (3) SUVs for the Crime Scene Unit and one (1) SUV fully equipped with lights and sirens for patrol operations. The City will appropriate \$30,000 of the JAG funds to the County to purchase one (1) SUV fully equipped for the Hinds County Sheriff's Office to increase patrol presence.

## **AUTHORITY**



The specific authority under which the City and the County may exercise their authorities the powers and responsibilities necessary to fulfill the terms of this Agreement are found, respectively, in Section 19-3-41(9) and Section 21-17-1(10), Mississippi Code of 1972 (Annotated). Pursuant to Miss. Code Ann. Sections 21-17-1(10), 19-3-41(9), 17-13-3, and 17-13-7, the City may enter into agreements of this nature to administer grant funding from the FY 2023 Edward Byrne Memorial Justice Assistance Grant program to be distributed by the City to purchase police equipment.

#### **ADMINISTRATION**

The City is designated as the parties' lead agency and/or fiscal agent to receive, disburse and account for all funds of this Agreement. This Agreement shall be administered pursuant to the cooperative undertaking of the City and the County pursuant to the authorities granted to them by law and the provisions of this Agreement.

#### **TERMINATION**

If either party desires to terminate this contract or to renew it subject to modifications, notice of such intent shall be given to the other party not less than six (6) months in advance of the date of termination. If no notice is given, this contract shall terminate. This Agreement shall not be effective until compliance with the filing and approval requirements of Mississippi Code Section 17-13-11 shall have been met.

#### **AUDITS BY CITY**

City or its authorized representative shall have the right to audit the records of the County at any time as they may relate to the terms and provisions of this Agreement. In the event the City chooses to undertake such an audit, the County shall timely provide material, documents, records, and information as requested and determined by the City to be necessary for the conducting of such audit and shall otherwise cooperate with the City in such audit.

#### **LIABILITY**

Nothing in the performance of this Agreement shall impose any liability for claims against either governmental entity other than claims for which liability may be imposed by the Mississippi Tort Claims Act.

### **RESPONSIBILITY**

Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party.

### **AMENDMENT**

This Agreement may be amended by the mutual consent of both City and County entered into pursuant to the provisions of the Mississippi Code of 1972 (Annotated) as per Section 17-13-1, et seq.

### **COMMITMENT**

The entities shall communicate and cooperate with one another to ensure that the purposes of this Agreement are achieved on behalf of and to the benefit of the public they serve.

### **INDEMNIFICATION**

In the event the City is named as a party in any suit in law or in equity arising or resulting from any actions or inactions of the County, taken or done pursuant to the terms and conditions of this Agreement, the County shall have the option of providing City with a defense or shall reimburse the City for all reasonable costs of investigation, witness fees, attorney's fees, and other litigation costs that City may incur.

The county further agrees to indemnify and hold the City harmless from all reasonable costs it incurs as a result of the payment of any judgment, settlement, or compromise resulting from the exercise by the County and its representatives of the rights and duties provided for herein. The indemnity provided herein does not include indemnification for any acts or omissions of the City, its officers, employees, agents, or assigns.

### **THIRD PARTIES**

The entities to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

### **INTENT**

By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

**SEVERABILITY**

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, null, void, or unenforceable, the remaining provisions shall not be affected and shall have full force and effect.

**APPROPRIATION OF FUNDS**

The parties acknowledge and agree that the performance of this Agreement is subject to the appropriation of sufficient funds by JAG. The parties agree to make a good faith effort to obtain all necessary appropriations and to comply with all provisions of this Agreement to the extent feasible under current and future appropriations.

CITY OF JACKSON, MISSISSIPPI

BY: \_\_\_\_\_  
Chokwe A. Lumumba, Mayor

ATTEST:

\_\_\_\_\_  
Angela Harris, City Clerk

HINDS COUNTY, MISSISSIPPI

BY: \_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Chancery Clerk,

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



12



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RED LASER TECHNOLOGY, INC TO PERFORM A CYBERSECURITY ASSESSMENT AND PROVIDE BEST PRACTICES AND TRAINING TO PERSONNEL OF THE CITY OF JACKSON**

**WHEREAS**, Section 21-17-5 of the Mississippi Code vests with municipal governing authorities the care, management, and control of municipal affairs, property, and finances; and

**WHEREAS**, governmental entities are not immune from cyber attacks and unauthorized access to its systems and networks; and

**WHEREAS**, the City of Jackson's systems and networks are municipal affairs and property which necessitate management; and

**WHEREAS**, prudent management of the City of Jackson's systems and networks dictates that there be an inventory and assessment of cyber risks; and

**WHEREAS**, there are no statutorily imposed competitive bidding requirements for the procurement of professional services but the Mississippi Attorney General has recommended that bids or proposals be solicited to ensure that best value is received and favoritism is not exercised; (*See / Opinion Hendrix 2015-00289 August 28, 2015*); and

**WHEREAS**, the Department of Information Technology solicited quotes from two companies capable of performing a cyber security assessment and providing best practice training to personnel within the Department; and

**WHEREAS**, Red Laser Technology, Inc submitted Quote 20240030 in the amount of \$73,950.00; and

**WHEREAS**, the services listed Red Laser Technology's quote were (a) asset inventory; (b) network and web penetration testing; (c) security policy review; (d) employee training; ( e ) incident response planning; (f) compliance assurance; and (g) monitoring and maintenance; and

**WHEREAS**, Data-Smart LLC submitted Quote # 2024001 in the amount of \$80,000.00; and

**WHEREAS**, the services listed in Data-Smart's quote were (a) cybersecurity assessment x 1 week; (b) penetration testing x 1 week; (c) security policy review x 3 weeks; (d) employee training; ( e ) incident response planning x 3 weeks; (f) monitoring and maintenance; and (g) compliance assurance x 2 weeks; and

**WHEREAS**, Red Laser Technology, Inc., is a local business located at 1230 Raymond Road, Suite 1222, Jackson, Mississippi; and

**WHEREAS**, Red Laser Technology, Inc., submitted the lowest quote for the services desired; and

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing the Mayor to execute a contract with Red Laser Technology, Inc., and

**WHEREAS**, the terms of the contract with Red Laser Technology, Inc., are as follows:

**1. Scope of Work:**

Agenda Item # 12  
July 16, 2024  
(Reid, Lumumba)

OFFICE OF THE CITY ATTORNEY  
*[Handwritten Signature]*

Cyber Company shall provide the following services to the *Municipality* consistent with Quote 20240030: (a) security policy review and development of a test plan; (b) inventory assessment; (c) network pen test; (d) web pen test; (e) employee training; (f) incident response planning; (g) reporting on risk and vulnerabilities with recommendations for remediation; (h) all services necessary and consistent with Quote 20240030.

## **2. Fees:**

The Municipality will pay Cyber Company the total sum of \$73,950.00 upon completion of certain project milestones as follows:

- (a) The sum of \$29,580.00 shall be paid to Cyber Company upon receipt of confirmation that Cyber Company has performed the security policy review and developed a test plan. Proof of the development of the test plan shall be furnished to the City. Payment shall be made within forty five (45) days of receipt of proof of the development of the test plan and an invoice unless there is a dispute.
- (b) The sum of \$24,403.50 shall be paid to Cyber Company upon completion of the inventory assessment, network pen test, and web pen test and the submission of results by Cyber Company. Payment shall be made within forty- five days of receipt of the results of the testing and an invoice unless there is a dispute.
- (c) The sum of \$19,966.50 shall be paid to Cyber Company upon completion of the employee training, incident response planning, and submission of final reports on risk, vulnerabilities, recommendations for remediation and completion of the work noted in Quote 20240030.

## **3. Confidentiality:**

Subject to the requirements of the Mississippi Open Records Act, the parties agree to keep confidential all information obtained or disclosed in the performance of the work. This includes but is not limited to sensitive data, proprietary information, and findings from any testing. Confidentiality obligations shall survive the termination of this Agreement.

## **4. Ownership of Results:**

All findings, reports, and other deliverables resulting from the services performed shall be the exclusive property of the Municipality. The Cyber Company retains no rights to the products and reports developed as a result of the performance of the work unless otherwise agreed upon in writing by both parties.

## **5. Limitation of Damages:**

To the extent allowed by Mississippi law, neither party be liable to the other for any indirect, special, incidental, consequential, or punitive damages arising out of or in connection with the



performance of the Agreement. The provisions of this paragraph should not be construed as limiting either party's ability to pursue claims arising out of the performance of the agreement. It is the intent of the parties to limit the recovery of incidental, consequential, and punitive damages only.

#### **6. Indemnification:**

The Cyber Company agrees to indemnify, defend, and hold harmless the Municipality from and against any claims, damages, liabilities, costs, and expenses arising out of or in connection with the services provided, except to the extent such claims arise from the negligence or misconduct of the Municipality.

#### **7. Termination of Agreement for Cause:**

If through any cause, the Cyber Company fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Cyber Company violates any terms of the Agreement, then the Municipality shall have the right to terminate the Agreement by giving five (5) days advance written notice to the Cyber Company of such termination and specifying the effective date of the termination. Upon termination of the Agreement for Cause, all property in the possession of Cyber Company which relate to and was developed in connection with the performance of the agreement shall be tendered to the Municipality. Cyber Company shall receive payment pro rata based upon the services completed less payments which may have previously been tendered by Municipality. For example, if the services completed is 50 percent of the contract, and the Municipality has paid \$29,580.00, then the Cyber Company will be paid \$7,395.00. Proof of the completion of the work and delivery of the product is required to receive the pro rata payment.

Prior to termination of the agreement based upon cause, Cyber Company shall be provided with written notice of a defect and afforded a period of ten (10) days to cure.

Notwithstanding termination based upon cause, the Cyber Company shall not be relieved of liability to Municipality for damages sustained by Municipality for breach of the agreement, and the Municipality may withhold payments to the Cyber Company to offset until such time that the damages owed to Municipality from the Cyber Company has been determined.

The provisions of this paragraph apply to all representatives, third parties, consultants, subcontractors, or persons employed by Cyber Company.

#### **8. Termination of Contract for Convenience:**

The Municipality may terminate this Agreement at any time by giving written notice to the Cyber Company of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of the termination. If termination for convenience occurs, all finished and unfinished documents and materials shall be furnished to the Municipality and shall become the exclusive property of the Municipality. The Cyber Company shall be paid an

  
OFFICE OF THE CITY ATTORNEY

amount pro rata based upon the services completed less any amounts tendered by Municipality prior to termination of the Agreement. The termination provision in Paragraph 10 below regarding availability of funds has equal application to this paragraph.

**9. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi/US, without regard to its conflicts of law principles.

**10. Availability of Funds:**

The Cyber Company agrees that the Municipality's obligation to pay the sums indicated is subject to the appropriation of funds by the Jackson City Council, and the availability of the funds. If funds necessary for the fulfillment of the Agreement are at any time not forthcoming or sufficient either through the failure of the governing authorities to appropriate funds or the discontinuance or material alteration of a program under which the funds were provided or if funds are not otherwise available to the Municipality, the Municipality shall have the right to terminate the agreement by providing advance written notice consisting of ten (10) working days to the Cyber Company. No damage or penalty any kind whatsoever shall be required from the Municipality except for the pro rata cost of services performed prior to receipt of notice that the agreement is being terminated pursuant to the provisions of this paragraph.

**11. Approval by Jackson City Council:**

The Cyber Company agrees and understands that the terms and provisions of the agreement are subject approval of the Jackson City Council. Cyber Company agrees and understands that no employee, officer, or director of the Municipality has authority to bind the Municipality.

**12. Entire Agreement:**

This document, any attachment hereto, and Quote 20240030 constitutes the entire agreement of the parties and supersedes all prior verbal or written communications, understandings, or agreements between representatives, officers, and personnel of the parties.

**WHEREAS**, Exhibit A to the contract with Red Laser Technology, Inc contains the following provisions:

**Exhibit A: Statement of Work**

**Statement of Work (SOW) for Penetration Testing**

**1. Introduction:**

This Statement of Work (SOW) outlines the scope of the services to be provided by Red Laser Technology ("Cyber Company") to the City of Jackson, Mississippi. ("Municipality").

*[Handwritten Signature]*  
OFFICE OF THE CITY ATTORNEY

## 2. Objectives:

The primary objectives of the engagement are as follows:

- Identify and exploit security vulnerabilities within the Municipality's systems and networks.
- Assess the effectiveness of existing security controls and measures.
- Provide recommendations for improving the overall security posture of the Municipality's systems and networks.

## 3. Scope of Work:

The scope of work will include the following components:

- **External Penetration Testing:** The Cyber Company will attempt to identify and exploit vulnerabilities present in the Municipality's external-facing systems and networks, including but not limited to web applications, servers, and network devices.
- **Report and Recommendations:** Upon completion of the penetration testing engagement, the Cyber Company will provide a detailed report outlining the findings, including identified vulnerabilities, the level of risk associated with each vulnerability, and recommendations for remediation.
- **Asset Inventory:** Assist the Municipality in building a comprehensive inventory of assets using some of the information gathered from the Pen Test.
- **Common Cybersecurity Best Practices:** Assist the Municipality in reviewing and understanding a few of the Common Cybersecurity Best Practices.

## 4. Methodology:

The penetration testing engagement will be conducted using industry-standard methodologies and techniques, including but not limited to:

- **Enumeration and Reconnaissance – Network Pen Test:** The Cyber Company will gather information about the Municipality's systems and networks to identify potential targets for exploitation.
- **Vulnerability Scanning – Web Pen Test:** The Cyber Company will use automated tools to scan the Municipality's systems and networks for known vulnerabilities.
- **Exploitation:** The Cyber Company will attempt to exploit identified vulnerabilities to gain unauthorized access to the Municipality's systems and networks.
- **Post-Exploitation:** The Cyber Company will conduct further reconnaissance and privilege escalation to assess the extent of potential damage that a successful attack could cause.
- **Reporting:** The Cyber Company will document all findings and observations in a detailed report, including recommendations for remediation.

## 5. Deliverables:

  
OFFICE OF THE CITY ATTORNEY

The following deliverables will be provided to the Municipality as outlined in section 6 (Timeline) of the Statement of Work ("SOW"):

- **NDA:** Non-disclosure agreements to protect the Municipality and the Cyber Company.
- **Test Plan:** A comprehensive test plan detailing the penetration testing.
- **Notice of Engagement:** A document outlining the rules of engagement so all parties are clear on the expectations.
- **Penetration Testing Report:** A comprehensive report detailing the findings of the penetration testing engagement, including identified vulnerabilities, the level of risk associated with each vulnerability, and recommendations for remediation.
- **Executive Summary:** A high-level summary of the findings and recommendations suitable for presentation to executive stakeholders.
- **Technical Findings:** Detailed technical descriptions of identified vulnerabilities, including proof-of-concept demonstrations where applicable.
- **Recommendations for Remediation:** Clear and actionable recommendations for remediation of identified vulnerabilities, prioritized based on the level of risk.

*De Muro*  
OFFICE OF THE CITY ATTORNEY

#### 6. Timeline:

The services and penetration testing engagement will be conducted over 6 weeks, beginning on [TBD] and concluding on [TBD]. The timeline for performance of all other work will be established in collaboration with the Municipality.

- **Initial Activity**
  - Contract Approved and Signed
  - NDAs Approved and Signed
  - Scope of Work Agreed To
  - Test Plan Approved and Signed
  - Notice of Engagement Approved and Signed
- **Reconnaissance/Scanning, Inventory, and Best Practices**
  - Network Pen Test (NMAP and/or ZENMAP)
  - Web Pen Test (BurpSuite, Nitko, etc.)
  - Initial Reports
  - Asset Inventory
  - Common Cybersecurity Best Practices
- **Completion and Delivery Milestones**
  - Executive Summary and Final Reports
    - Technical Findings
    - Recommendations for Remediation

#### 7. Assumptions and Limitations:

The penetration testing engagement is subject to the following assumptions and limitations:

- The Cyber Company will conduct testing during agreed-upon maintenance windows to minimize disruption to the Client's operations.
- The Cyber Company will not perform any actions that could cause harm to the Client's systems or networks or violate applicable laws or regulations.
- The Municipality will provide access credentials, permissions, and cooperation to facilitate the penetration testing engagement.

  
OFFICE OF THE CITY ATTORNEY

**8. Acceptance Criteria:**

The Municipality will be afforded a period of thirty (30) days to review and accept the results of the penetrating testing.

**9. Change Control:**

Any changes to the scope, timeline, or deliverables of the penetration testing engagement must be agreed upon in writing by both parties.

**10. Governing Law:**

This Statement of Work shall be governed by and construed following the laws of the State of Mississippi.

**IT IS THEREFORE ORDERED** that the Mayor shall be authorized to execute a contract with Red Laser Technology, LLC containing the contract provisions stated.

**IT IS THEREFORE ORDERED** that the monies paid to Red Laser Technology, Inc., shall not exceed \$73,950.00.

**IT IS THEREFORE ORDERED** that monies paid to Red Laser Technology, Inc., for services shall be based upon completion of the milestone intervals stated above.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

(REID, LUMUMBA)  
DATE 3/19/2024

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO AMEND A PROFESSIONAL SERVICE AGREEMENT WITH RED LASER TECHNOLOGY SOLUTIONS LLC FOR CYBERSECURITY AND TRAINING SERVICES</b>								
2.	<b>Purpose</b>	The purpose of this agreement is to provide cybersecurity and training services.								
3.	<b>Who will be affected</b>	All Departments								
4.	<b>Benefits</b>	The benefits is aimed to include enhancements in the areas of cybersecurity, assets inventory, best practices, and testing.								
5.	<b>Schedule (beginning date)</b>	Upon Council Approval								
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide								
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Information Technology								
8.	<b>COST</b>	\$73,950								
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Technology Fund Other Professional Services – 004.904.00.6419 = \$73,950 year for phase one.								
10.	<b>EBO participation</b>	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

## **Cybersecurity Services for the City of Jackson, Mississippi**

Red Laser Technology, Inc. (RLT) is based in Jackson, MS. RLT is an advanced building automation development consulting firm with a unique focus and ability to leverage our algorithm-based technology, SOA based Cloud Computing methodology, wireless communications architectures, collective personal experiences, and technology company portfolio of relationships to lead clients support to their most difficult challenges. Our systems approach is designed to respond to “out of the box” challenges, providing them with effective best practices and repeatable, sustainable, survivable, and secure (RS-3) solutions.

We are thrilled to offer our detailed project plan for the City of Jackson's cybersecurity needs. This all-encompassing proposal concentrates on Phase I, which involves meticulously evaluating the existing security infrastructure. The cost and services outlined in this plan are centered around this initial phase.

However, it is imperative to highlight that further services needed will be determined based on the outcomes of this assessment. To provide you with a clearer understanding of the potential range for these additional services, we have compiled a concise summary elucidating the prospects for future project phases. These possibilities encompass specialized Pentest services, specifically Grey/White-Box and Envelopment Testing methods. We fully grasp the importance of reinforcing cybersecurity within the City of Jackson and are steadfast in delivering the most comprehensive solutions achievable.

**PHASE I** The services under this phase are listed below:

- **Pentest (Black-Box/External Only)**
  - Define Scope (In Scope vs Out of Scope)
  - Execute NDA
  - Develop Test Plan (Type Pentest/Methodologies Used)
    - Network Pentest
    - Web Pentest
  - Notice of Engagement (Date, Time, IPs, Parties involved, etc.)
  - Test Report (Vulnerability and Summary Reports with Remediation Actions)
  - Sign-Off Slips
- **Assets Inventory**
  - Using Initial Data from Pentest Build a Comprehensive Inventory of Assets
- **Complete Some of the Common Cybersecurity Best Practices**
  - Password Complexity



**DEPARTMENT OF INFORMATION TECHNOLOGY**

**MEMORANDUM**

**Date:** March 19, 2024  
**To:** Mayor Chokwe Antar Lumumba  
**From:** Dr. Muriel Reid, Director  
**Subject:** Professional Service Agreement with Red Laser, LLC

The Department of Information Technology recommends entering into a professional service agreement with Red Laser Technology Solutions, LLC, a Mississippi company, to provide IT Professional Services in the areas of cybersecurity, assets inventory, best practices, and testing.

Red Laser Technology Solutions quote is for \$73,950 for phase one.

Mjr/asc

004.904.00.6419



Name History

Name

Red Laser Technology, Inc

Name Type

Legal

Business Information

<b>Business Type:</b>	Profit Corporation
<b>Business ID:</b>	979705
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	03/08/2011
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	1230 Raymond Road Suite 1222 Jackson, MS 39204

Registered Agent

Name

Adrian Jones  
418 Alta Wood Blvd  
Jackson, MS 39204

Officers & Directors

Name

Ronnie Hamlin  
136 Byram Business Center  
Byram, MS 39272

Title

Incorporator

Adrian Jones  
5912 Hanging Moss Road  
Jackson, MS 39206

Director, President

Adrian L. Jones  
1230 Raymond RDBox 600  
Jackson, MS 39204

President, Secretary, Treasurer, Vice President

Terris C Harris  
198 Charmant Place, Suite 2  
Ridgeland, MS 39157

Director, Vice President

Bradford L Swinney  
198 Charmant Place, Suite 2  
Ridgeland, MS 39157

Director, Vice President

Red Laser Technology Inc.  
1230 Raymond Rd., Suite 1222  
Jackson, MS 39204 US  
adrianjones@redlaser.net



**ADDRESS**

City of Jackson, MS  
353 South Congress Street  
Jackson, MS 39201

Quote 20240030

DATE 04/15/2024

EXPIRATION DATE 05/15/2024

DESCRIPTION	QTY	RATE	AMOUNT
<b>Systems and Networks</b>			
1 Cybersecurity Assessment - (Asset Inventory)	1	73,950.00	73,950.00
1 Penetration testing - (Network and Web Pen Test)			
1 Security policy review - (NDA, Scope of Work, Test Plan, and Notice of Engagement)			
1 Employee Training - (Common Cybersecurity Best Practices for Executive Management)			
1 Incident Response Planning -			
1 Monitoring/Maintenance - (Initial Reports)			
1 Compliance Assurance - (Executive Summary and Final Reports)			
Cybersecurity Services for the City of Jackson, MS (Phase I)			
<b>TOTAL</b>			<b>\$73,950.00</b>

Accepted By

Accepted Date

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  
*Carrie Johnson*

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RED LASER TECHNOLOGY, INC TO PERFORM A CYBERSECURITY ASSESSMENT AND PROVIDE BEST PRACTICES AND TRAINING TO PERSONNEL OF THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.

*Drew Martin*

6/25/24

**Drew Martin, City Attorney**

**Date**

**Carrie Johnson, Sr. Deputy City Attorney**

*Carrie Johnson*

**Sondra Moncure, Special Assistant City Attorney**

*Sondra Moncure*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RED LASER TECHNOLOGY, INC TO PERFORM A CYBERSECURITY ASSESSMENT AND PROVIDE BEST PRACTICES AND TRAINING TO PERSONNEL OF THE CITY OF JACKSON**

**WHEREAS**, Section 21-17-5 of the Mississippi Code vests with municipal governing authorities the care, management, and control of municipal affairs, property, and finances; and

**WHEREAS**, governmental entities are not immune from cyber attacks and unauthorized access to its systems and networks; and

**WHEREAS**, the City of Jackson's systems and networks are municipal affairs and property which necessitate management; and

**WHEREAS**, prudent management of the City of Jackson's systems and networks dictates that there be an inventory and assessment of cyber risks; and

**WHEREAS**, there are no statutorily imposed competitive bidding requirements for the procurement of professional services but the Mississippi Attorney General has recommended that bids or proposals be solicited to ensure that best value is received and favoritism is not exercised; (*See / Opinion Hendrix 2015-00289 August 28, 2015*); and

**WHEREAS**, the Department of Information Technology solicited quotes from two companies capable of performing a cyber security assessment and providing best practice training to personnel within the Department; and

**WHEREAS**, Red Laser Technology, Inc submitted Quote 20240030 in the amount of \$73,950.00; and

**WHEREAS**, the services listed Red Laser Technology's quote were (a) asset inventory; (b) network and web penetration testing; (c) security policy review; (d) employee training; ( e ) incident response planning; (f) compliance assurance; and (g) monitoring and maintenance; and

**WHEREAS**, Data-Smart LLC submitted Quote # 2024001 in the amount of \$80,000.00; and

**WHEREAS**, the services listed in Data-Smart's quote were (a) cybersecurity assessment x 1 week; (b) penetration testing x 1 week; (c) security policy review x 3 weeks; (d) employee training; ( e ) incident response planning x 3 weeks; (f) monitoring and maintenance; and (g) compliance assurance x 2 weeks; and

**WHEREAS**, Red Laser Technology, Inc., is a local business located at 1230 Raymond Road, Suite 1222, Jackson, Mississippi; and

**WHEREAS**, Red Laser Technology, Inc., submitted the lowest quote for the services desired; and

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing the Mayor to execute a contract with Red Laser Technology, Inc., and

**WHEREAS**, the terms of the contract with Red Laser Technology, Inc., are as follows:

**1. Scope of Work:**

OFFICE OF THE CITY ATTORNEY  
J. Hines

Cyber Company shall provide the following services to the *Municipality* consistent with Quote 20240030: (a) security policy review and development of a test plan; (b) inventory assessment; (c) network pen test; (d) web pen test; (e) employee training; (f) incident response planning; (g) reporting on risk and vulnerabilities with recommendations for remediation; (h) all services necessary and consistent with Quote 20240030.

## **2. Fees:**

The Municipality will pay Cyber Company the total sum of \$73,950.00 upon completion of certain project milestones as follows:

- (a) The sum of \$29,580.00 shall be paid to Cyber Company upon receipt of confirmation that Cyber Company has performed the security policy review and developed a test plan. Proof of the development of the test plan shall be furnished to the City. Payment shall be made within forty five (45) days of receipt of proof of the development of the test plan and an invoice unless there is a dispute.
- (b) The sum of \$24,403.50 shall be paid to Cyber Company upon completion of the inventory assessment, network pen test, and web pen test and the submission of results by Cyber Company. Payment shall be made within forty- five days of receipt of the results of the testing and an invoice unless there is a dispute.
- (c) The sum of \$19,966.50 shall be paid to Cyber Company upon completion of the employee training, incident response planning, and submission of final reports on risk, vulnerabilities, recommendations for remediation and completion of the work noted in Quote 20240030.

## **3. Confidentiality:**

Subject to the requirements of the Mississippi Open Records Act, the parties agree to keep confidential all information obtained or disclosed in the performance of the work. This includes but is not limited to sensitive data, proprietary information, and findings from any testing. Confidentiality obligations shall survive the termination of this Agreement.

## **4. Ownership of Results:**

All findings, reports, and other deliverables resulting from the services performed shall be the exclusive property of the Municipality. The Cyber Company retains no rights to the products and reports developed as a result of the performance of the work unless otherwise agreed upon in writing by both parties.

## **5. Limitation of Damages:**

To the extent allowed by Mississippi law, neither party be liable to the other for any indirect, special, incidental, consequential, or punitive damages arising out of or in connection with the

performance of the Agreement. The provisions of this paragraph should not be construed as limiting either party's ability to pursue claims arising out of the performance of the agreement. It is the intent of the parties to limit the recovery of incidental, consequential, and punitive damages only.

#### **6. Indemnification:**

The Cyber Company agrees to indemnify, defend, and hold harmless the Municipality from and against any claims, damages, liabilities, costs, and expenses arising out of or in connection with the services provided, except to the extent such claims arise from the negligence or misconduct of the Municipality.

#### **7. Termination of Agreement for Cause:**

If through any cause, the Cyber Company fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Cyber Company violates any terms of the Agreement, then the Municipality shall have the right to terminate the Agreement by giving five (5) days advance written notice to the Cyber Company of such termination and specifying the effective date of the termination. Upon termination of the Agreement for Cause, all property in the possession of Cyber Company which relate to and was developed in connection with the performance of the agreement shall be tendered to the Municipality. Cyber Company shall receive payment pro rata based upon the services completed less payments which may have previously been tendered by Municipality. For example, if the services completed is 50 percent of the contract, and the Municipality has paid \$29,580.00, then the Cyber Company will be paid \$7,395.00. Proof of the completion of the work and delivery of the product is required to receive the pro rata payment.

Prior to termination of the agreement based upon cause, Cyber Company shall be provided with written notice of a defect and afforded a period of ten (10) days to cure.

Notwithstanding termination based upon cause, the Cyber Company shall not be relieved of liability to Municipality for damages sustained by Municipality for breach of the agreement, and the Municipality may withhold payments to the Cyber Company to offset until such time that the damages owed to Municipality from the Cyber Company has been determined.

The provisions of this paragraph apply to all representatives, third parties, consultants, subcontractors, or persons employed by Cyber Company.

#### **8. Termination of Contract for Convenience:**

The Municipality may terminate this Agreement at any time by giving written notice to the Cyber Company of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of the termination. If termination for convenience occurs, all finished and unfinished documents and materials shall be furnished to the Municipality and shall become the exclusive property of the Municipality. The Cyber Company shall be paid an



amount pro rata based upon the services completed less any amounts tendered by Municipality prior to termination of the Agreement. The termination provision in Paragraph 10 below regarding availability of funds has equal application to this paragraph.

**9. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi/US, without regard to its conflicts of law principles.

**10. Availability of Funds:**

The Cyber Company agrees that the Municipality's obligation to pay the sums indicated is subject to the appropriation of funds by the Jackson City Council, and the availability of the funds. If funds necessary for the fulfillment of the Agreement are at any time not forthcoming or sufficient either through the failure of the governing authorities to appropriate funds or the discontinuance or material alteration of a program under which the funds were provided or if funds are not otherwise available to the Municipality, the Municipality shall have the right to terminate the agreement by providing advance written notice consisting of ten (10) working days to the Cyber Company. No damage or penalty any kind whatsoever shall be required from the Municipality except for the pro rata cost of services performed prior to receipt of notice that the agreement is being terminated pursuant to the provisions of this paragraph.

**11. Approval by Jackson City Council:**

The Cyber Company agrees and understands that the terms and provisions of the agreement are subject approval of the Jackson City Council. Cyber Company agrees and understands that no employee, officer, or director of the Municipality has authority to bind the Municipality.

**12. Entire Agreement:**

This document, any attachment hereto, and Quote 20240030 constitutes the entire agreement of the parties and supersedes all prior verbal or written communications, understandings, or agreements between representatives, officers, and personnel of the parties.

WHEREAS, Exhibit A to the contract with Red Laser Technology, Inc contains the following provisions:

**Exhibit A: Statement of Work**

**Statement of Work (SOW) for Penetration Testing**

**1. Introduction:**

This Statement of Work (SOW) outlines the scope of the services to be provided by Red Laser Technology ("Cyber Company") to the City of Jackson, Mississippi. ("Municipality").

*[Handwritten Signature]*  
CITY OF JACKSON ATTORNEY

## 2. Objectives:

The primary objectives of the engagement are as follows:

- Identify and exploit security vulnerabilities within the Municipality's systems and networks.
- Assess the effectiveness of existing security controls and measures.
- Provide recommendations for improving the overall security posture of the Municipality's systems and networks.

## 3. Scope of Work:

The scope of work will include the following components:

- **External Penetration Testing:** The Cyber Company will attempt to identify and exploit vulnerabilities present in the Municipality's external-facing systems and networks, including but not limited to web applications, servers, and network devices.
- **Report and Recommendations:** Upon completion of the penetration testing engagement, the Cyber Company will provide a detailed report outlining the findings, including identified vulnerabilities, the level of risk associated with each vulnerability, and recommendations for remediation.
- **Asset Inventory:** Assist the Municipality in building a comprehensive inventory of assets using some of the information gathered from the Pen Test.
- **Common Cybersecurity Best Practices:** Assist the Municipality in reviewing and understanding a few of the Common Cybersecurity Best Practices.

## 4. Methodology:

The penetration testing engagement will be conducted using industry-standard methodologies and techniques, including but not limited to:

- **Enumeration and Reconnaissance – Network Pen Test:** The Cyber Company will gather information about the Municipality's systems and networks to identify potential targets for exploitation.
- **Vulnerability Scanning – Web Pen Test:** The Cyber Company will use automated tools to scan the Municipality's systems and networks for known vulnerabilities.
- **Exploitation:** The Cyber Company will attempt to exploit identified vulnerabilities to gain unauthorized access to the Municipality's systems and networks.
- **Post-Exploitation:** The Cyber Company will conduct further reconnaissance and privilege escalation to assess the extent of potential damage that a successful attack could cause.
- **Reporting:** The Cyber Company will document all findings and observations in a detailed report, including recommendations for remediation.

## 5. Deliverables:

OFFICE OF THE CITY ATTORNEY  
*[Signature]*



The following deliverables will be provided to the Municipality as outlined in section 6 (Timeline) of the Statement of Work ("SOW"):

- **NDA:** Non-disclosure agreements to protect the Municipality and the Cyber Company.
- **Test Plan:** A comprehensive test plan detailing the penetration testing.
- **Notice of Engagement:** A document outlining the rules of engagement so all parties are clear on the expectations.
- **Penetration Testing Report:** A comprehensive report detailing the findings of the penetration testing engagement, including identified vulnerabilities, the level of risk associated with each vulnerability, and recommendations for remediation.
- **Executive Summary:** A high-level summary of the findings and recommendations suitable for presentation to executive stakeholders.
- **Technical Findings:** Detailed technical descriptions of identified vulnerabilities, including proof-of-concept demonstrations where applicable.
- **Recommendations for Remediation:** Clear and actionable recommendations for remediation of identified vulnerabilities, prioritized based on the level of risk.

*R. M...*  
OFFICE OF THE CITY ATTORNEY

## 6. Timeline:

The services and penetration testing engagement will be conducted over 6 weeks, beginning on [TBD] and concluding on [TBD]. The timeline for performance of all other work will be established in collaboration with the Municipality.

- **Initial Activity**
  - Contract Approved and Signed
  - NDAs Approved and Signed
  - Scope of Work Agreed To
  - Test Plan Approved and Signed
  - Notice of Engagement Approved and Signed
- **Reconnaissance/Scanning, Inventory, and Best Practices**
  - Network Pen Test (NMAP and/or ZENMAP)
  - Web Pen Test (BurpSuite, Nitko, etc.)
  - Initial Reports
  - Asset Inventory
  - Common Cybersecurity Best Practices
- **Completion and Delivery Milestones**
  - Executive Summary and Final Reports
    - Technical Findings
    - Recommendations for Remediation

## 7. Assumptions and Limitations:

The penetration testing engagement is subject to the following assumptions and limitations:

- The Cyber Company will conduct testing during agreed-upon maintenance windows to minimize disruption to the Client's operations.
- The Cyber Company will not perform any actions that could cause harm to the Client's systems or networks or violate applicable laws or regulations.
- The Municipality will provide access credentials, permissions, and cooperation to facilitate the penetration testing engagement.

  
OFFICE OF THE CITY ATTORNEY

**8. Acceptance Criteria:**

The Municipality will be afforded a period of thirty (30) days to review and accept the results of the penetrating testing.

**9. Change Control:**

Any changes to the scope, timeline, or deliverables of the penetration testing engagement must be agreed upon in writing by both parties.

**10. Governing Law:**

This Statement of Work shall be governed by and construed following the laws of the State of Mississippi.

**IT IS THEREFORE ORDERED** that the Mayor shall be authorized to execute a contract with Red Laser Technology, LLC containing the contract provisions stated.

**IT IS THEREFORE ORDERED** that the monies paid to Red Laser Technology, Inc., shall not exceed \$73,950.00.

**IT IS THEREFORE ORDERED** that monies paid to Red Laser Technology, Inc., for services shall be based upon completion of the milestone intervals stated above.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

(REID, LUMUMBA)  
DATE 3/19/2024

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO AMEND A PROFESSIONAL SERVICE AGREEMENT WITH RED LASER TECHNOLOGY SOLUTIONS LLC FOR CYBERSECURITY AND TRAINING SERVICES</b>								
2.	<b>Purpose</b>	The purpose of this agreement is to provide cybersecurity and training services.								
3.	<b>Who will be affected</b>	All Departments								
4.	<b>Benefits</b>	The benefits is aimed to include enhancements in the areas of cybersecurity, assets inventory, best practices, and testing.								
5.	<b>Schedule (beginning date)</b>	Upon Council Approval								
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide								
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Information Technology								
8.	<b>COST</b>	\$73,950								
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Technology Fund Other Professional Services – 004.904.00.6419 = \$73,950 year for phase one.								
10.	<b>EBO participation</b>	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

## **Cybersecurity Services for the City of Jackson, Mississippi**

Red Laser Technology, Inc. (RLT) is based in Jackson, MS. RLT is an advanced building automation development consulting firm with a unique focus and ability to leverage our algorithm-based technology, SOA based Cloud Computing methodology, wireless communications architectures, collective personal experiences, and technology company portfolio of relationships to lead clients support to their most difficult challenges. Our systems approach is designed to respond to “out of the box” challenges, providing them with effective best practices and repeatable, sustainable, survivable, and secure (RS-3) solutions.

We are thrilled to offer our detailed project plan for the City of Jackson’s cybersecurity needs. This all-encompassing proposal concentrates on Phase I, which involves meticulously evaluating the existing security infrastructure. The cost and services outlined in this plan are centered around this initial phase.

However, it is imperative to highlight that further services needed will be determined based on the outcomes of this assessment. To provide you with a clearer understanding of the potential range for these additional services, we have compiled a concise summary elucidating the prospects for future project phases. These possibilities encompass specialized Pentest services, specifically Grey/White-Box and Envelopment Testing methods. We fully grasp the importance of reinforcing cybersecurity within the City of Jackson and are steadfast in delivering the most comprehensive solutions achievable.

**PHASE I** The services under this phase are listed below:

- **Pentest (Black-Box/External Only)**
  - Define Scope (In Scope vs Out of Scope)
  - Execute NDA
  - Develop Test Plan (Type Pentest/Methodologies Used)
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    - Web Pentest
  - Notice of Engagement (Date, Time, IPs, Parties involved, etc.)
  - Test Report (Vulnerability and Summary Reports with Remediation Actions)
  - Sign-Off Slips
- **Assets Inventory**
  - Using Initial Data from Pentest Build a Comprehensive Inventory of Assets
- **Complete Some of the Common Cybersecurity Best Practices**
  - Password Complexity



**DEPARTMENT OF INFORMATION TECHNOLOGY**

**MEMORANDUM**

**Date:** March 19, 2024  
**To:** Mayor Chokwe Antar Lumumba  
**From:** Dr. Muriel Reid, Director  
**Subject:** Professional Service Agreement with Red Laser, LLC

The Department of Information Technology recommends entering into a professional service agreement with Red Laser Technology Solutions, LLC, a Mississippi company, to provide IT Professional Services in the areas of cybersecurity, assets inventory, best practices, and testing.

Red Laser Technology Solutions quote is for \$73,950 for phase one.

Mjr/asc

004.904.00.6419

Name History

<b>Name</b>	<b>Name Type</b>
Red Laser Technology, Inc	Legal

Business Information

<b>Business Type:</b>	Profit Corporation
<b>Business ID:</b>	979705
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	03/08/2011
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	1230 Raymond Road Suite 1222 Jackson, MS 39204

Registered Agent

**Name**  
[Adrian Jones](#)  
 418 Alta Wood Blvd  
 Jackson, MS 39204

Officers & Directors

<b>Name</b>	<b>Title</b>
<a href="#">Ronnie Hamlin</a> 136 Byram Business Center Byram, MS 39272	Incorporator
<a href="#">Adrian Jones</a> 5912 Hanging Moss Road Jackson, MS 39206	Director, President
<a href="#">Adrian L. Jones</a> 1230 Raymond RDBox 600 Jackson, MS 39204	President, Secretary, Treasurer, Vice President
<a href="#">Terris C Harris</a> 198 Charmant Place, Suite 2 Ridgeland, MS 39157	Director, Vice President
<a href="#">Bradford L Swinney</a> 198 Charmant Place, Suite 2 Ridgeland, MS 39157	Director, Vice President

Red Laser Technology Inc.  
1230 Raymond Rd., Suite 1222  
Jackson, MS 39204 US  
adrianjones@redlaser.net



**ADDRESS**  
City of Jackson, MS  
353 South Congress Street  
Jackson, MS 39201

**Quote 20240030**

**DATE 04/15/2024**

**EXPIRATION DATE 05/15/2024**

	DESCRIPTION	QTY	RATE	AMOUNT
Systems and Networks	1 Cybersecurity Assessment - (Asset Inventory)	1	73,950.00	73,950.00
	1 Penetration testing - (Network and Web Pen Test)			
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	1 Employee Training - (Common Cybersecurity Best Practices for Executive Management)			
	1 Incident Response Planning -			
	1 Monitoring/Maintenance - (Initial Reports)			
	1 Compliance Assurance - (Executive Summary and Final Reports)			
	Cybersecurity Services for the City of Jackson, MS (Phase I)			

**TOTAL \$73,950.00**

Accepted By

Accepted Date

Office of the City Attorney

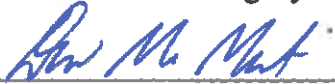
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

Carrie Johnson  
OFFICE OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RED LASER TECHNOLOGY, INC TO PERFORM A CYBERSECURITY ASSESSMENT AND PROVIDE BEST PRACTICES AND TRAINING TO PERSONNEL OF THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



**Drew Martin, City Attorney**

6/25/24

**Date**

**Carrie Johnson, Sr. Deputy City Attorney**



**Sondra Moncure, Special Assistant City Attorney**





**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RED LASER TECHNOLOGY, INC TO PERFORM A CYBERSECURITY ASSESSMENT AND PROVIDE BEST PRACTICES AND TRAINING TO PERSONNEL OF THE CITY OF JACKSON**

OFFICE OF THE CITY ATTORNEY  
*[Signature]*

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**WHEREAS**, there are no statutorily imposed competitive bidding requirements for the procurement of professional services but the Mississippi Attorney General has recommended that bids or proposals be solicited to ensure that best value is received and favoritism is not exercised; (*See / Opinion Hendrix 2015-00289 August 28, 2015*); and

**WHEREAS**, the Department of Information Technology solicited quotes from two companies capable of performing a cyber security assessment and providing best practice training to personnel within the Department; and

**WHEREAS**, Red Laser Technology, Inc submitted Quote 20240030 in the amount of \$73,950.00; and

**WHEREAS**, the services listed Red Laser Technology's quote were (a) asset inventory; (b) network and web penetration testing; (c) security policy review; (d) employee training; ( e ) incident response planning; (f) compliance assurance; and (g) monitoring and maintenance; and

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**WHEREAS**, the terms of the contract with Red Laser Technology, Inc., are as follows:

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## **2. Fees:**

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All findings, reports, and other deliverables resulting from the services performed shall be the exclusive property of the Municipality. The Cyber Company retains no rights to the products and reports developed as a result of the performance of the work unless otherwise agreed upon in writing by both parties.

## **5. Limitation of Damages:**

To the extent allowed by Mississippi law, neither party be liable to the other for any indirect, special, incidental, consequential, or punitive damages arising out of or in connection with the

performance of the Agreement. The provisions of this paragraph should not be construed as limiting either party's ability to pursue claims arising out of the performance of the agreement. It is the intent of the parties to limit the recovery of incidental, consequential, and punitive damages only.

#### **6. Indemnification:**

The Cyber Company agrees to indemnify, defend, and hold harmless the Municipality from and against any claims, damages, liabilities, costs, and expenses arising out of or in connection with the services provided, except to the extent such claims arise from the negligence or misconduct of the Municipality.

#### **7. Termination of Agreement for Cause:**

If through any cause, the Cyber Company fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Cyber Company violates any terms of the Agreement, then the Municipality shall have the right to terminate the Agreement by giving five (5) days advance written notice to the Cyber Company of such termination and specifying the effective date of the termination. Upon termination of the Agreement for Cause, all property in the possession of Cyber Company which relate to and was developed in connection with the performance of the agreement shall be tendered to the Municipality. Cyber Company shall receive payment pro rata based upon the services completed less payments which may have previously been tendered by Municipality. For example, if the services completed is 50 percent of the contract, and the Municipality has paid \$29,580.00, then the Cyber Company will be paid \$7,395.00. Proof of the completion of the work and delivery of the product is required to receive the pro rata payment.

Prior to termination of the agreement based upon cause, Cyber Company shall be provided with written notice of a defect and afforded a period of ten (10) days to cure.

Notwithstanding termination based upon cause, the Cyber Company shall not be relieved of liability to Municipality for damages sustained by Municipality for breach of the agreement, and the Municipality may withhold payments to the Cyber Company to offset until such time that the damages owed to Municipality from the Cyber Company has been determined.

The provisions of this paragraph apply to all representatives, third parties, consultants, subcontractors, or persons employed by Cyber Company.

#### **8. Termination of Contract for Convenience:**

The Municipality may terminate this Agreement at any time by giving written notice to the Cyber Company of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of the termination. If termination for convenience occurs, all finished and unfinished documents and materials shall be furnished to the Municipality and shall become the exclusive property of the Municipality. The Cyber Company shall be paid an



amount pro rata based upon the services completed less any amounts tendered by Municipality prior to termination of the Agreement. The termination provision in Paragraph 10 below regarding availability of funds has equal application to this paragraph.

**9. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi/US, without regard to its conflicts of law principles.

**10. Availability of Funds:**

The Cyber Company agrees that the Municipality's obligation to pay the sums indicated is subject to the appropriation of funds by the Jackson City Council, and the availability of the funds. If funds necessary for the fulfillment of the Agreement are at any time not forthcoming or sufficient either through the failure of the governing authorities to appropriate funds or the discontinuance or material alteration of a program under which the funds were provided or if funds are not otherwise available to the Municipality, the Municipality shall have the right to terminate the agreement by providing advance written notice consisting of ten (10) working days to the Cyber Company. No damage or penalty any kind whatsoever shall be required from the Municipality except for the pro rata cost of services performed prior to receipt of notice that the agreement is being terminated pursuant to the provisions of this paragraph.

**11. Approval by Jackson City Council:**

The Cyber Company agrees and understands that the terms and provisions of the agreement are subject approval of the Jackson City Council. Cyber Company agrees and understands that no employee, officer, or director of the Municipality has authority to bind the Municipality.

**12. Entire Agreement:**

This document, any attachment hereto, and Quote 20240030 constitutes the entire agreement of the parties and supersedes all prior verbal or written communications, understandings, or agreements between representatives, officers, and personnel of the parties.

**WHEREAS**, Exhibit A to the contract with Red Laser Technology, Inc contains the following provisions:

**Exhibit A: Statement of Work**

**Statement of Work (SOW) for Penetration Testing**

**1. Introduction:**

This Statement of Work (SOW) outlines the scope of the services to be provided by Red Laser Technology ("Cyber Company") to the City of Jackson, Mississippi. ("Municipality").

*[Handwritten Signature]*  
OFFICE OF THE CITY ATTORNEY

## 2. Objectives:

The primary objectives of the engagement are as follows:

- Identify and exploit security vulnerabilities within the Municipality's systems and networks.
- Assess the effectiveness of existing security controls and measures.
- Provide recommendations for improving the overall security posture of the Municipality's systems and networks.

## 3. Scope of Work:

The scope of work will include the following components:

- **External Penetration Testing:** The Cyber Company will attempt to identify and exploit vulnerabilities present in the Municipality's external-facing systems and networks, including but not limited to web applications, servers, and network devices.
- **Report and Recommendations:** Upon completion of the penetration testing engagement, the Cyber Company will provide a detailed report outlining the findings, including identified vulnerabilities, the level of risk associated with each vulnerability, and recommendations for remediation.
- **Asset Inventory:** Assist the Municipality in building a comprehensive inventory of assets using some of the information gathered from the Pen Test.
- **Common Cybersecurity Best Practices:** Assist the Municipality in reviewing and understanding a few of the Common Cybersecurity Best Practices.

## 4. Methodology:

The penetration testing engagement will be conducted using industry-standard methodologies and techniques, including but not limited to:

- **Enumeration and Reconnaissance – Network Pen Test:** The Cyber Company will gather information about the Municipality's systems and networks to identify potential targets for exploitation.
- **Vulnerability Scanning – Web Pen Test:** The Cyber Company will use automated tools to scan the Municipality's systems and networks for known vulnerabilities.
- **Exploitation:** The Cyber Company will attempt to exploit identified vulnerabilities to gain unauthorized access to the Municipality's systems and networks.
- **Post-Exploitation:** The Cyber Company will conduct further reconnaissance and privilege escalation to assess the extent of potential damage that a successful attack could cause.
- **Reporting:** The Cyber Company will document all findings and observations in a detailed report, including recommendations for remediation.

## 5. Deliverables:

  
OFFICE OF THE CITY ATTORNEY

The following deliverables will be provided to the Municipality as outlined in section 6 (Timeline) of the Statement of Work ("SOW"):

- **NDA:** Non-disclosure agreements to protect the Municipality and the Cyber Company.
- **Test Plan:** A comprehensive test plan detailing the penetration testing.
- **Notice of Engagement:** A document outlining the rules of engagement so all parties are clear on the expectations.
- **Penetration Testing Report:** A comprehensive report detailing the findings of the penetration testing engagement, including identified vulnerabilities, the level of risk associated with each vulnerability, and recommendations for remediation.
- **Executive Summary:** A high-level summary of the findings and recommendations suitable for presentation to executive stakeholders.
- **Technical Findings:** Detailed technical descriptions of identified vulnerabilities, including proof-of-concept demonstrations where applicable.
- **Recommendations for Remediation:** Clear and actionable recommendations for remediation of identified vulnerabilities, prioritized based on the level of risk.

*R. Moore*  
OFFICE OF THE CITY ATTORNEY

## 6. Timeline:

The services and penetration testing engagement will be conducted over 6 weeks, beginning on [TBD] and concluding on [TBD]. The timeline for performance of all other work will be established in collaboration with the Municipality.

- **Initial Activity**
  - Contract Approved and Signed
  - NDAs Approved and Signed
  - Scope of Work Agreed To
  - Test Plan Approved and Signed
  - Notice of Engagement Approved and Signed
- **Reconnaissance/Scanning, Inventory, and Best Practices**
  - Network Pen Test (NMAP and/or ZENMAP)
  - Web Pen Test (BurpSuite, Nitko, etc.)
  - Initial Reports
  - Asset Inventory
  - Common Cybersecurity Best Practices
- **Completion and Delivery Milestones**
  - Executive Summary and Final Reports
    - Technical Findings
    - Recommendations for Remediation

## 7. Assumptions and Limitations:

The penetration testing engagement is subject to the following assumptions and limitations:

- The Cyber Company will conduct testing during agreed-upon maintenance windows to minimize disruption to the Client's operations.
- The Cyber Company will not perform any actions that could cause harm to the Client's systems or networks or violate applicable laws or regulations.
- The Municipality will provide access credentials, permissions, and cooperation to facilitate the penetration testing engagement.

  
OFFICE OF THE CITY ATTORNEY

#### **8. Acceptance Criteria:**

The Municipality will be afforded a period of thirty (30) days to review and accept the results of the penetrating testing.

#### **9. Change Control:**

Any changes to the scope, timeline, or deliverables of the penetration testing engagement must be agreed upon in writing by both parties.

#### **10. Governing Law:**

This Statement of Work shall be governed by and construed following the laws of the State of Mississippi.

**IT IS THEREFORE ORDERED** that the Mayor shall be authorized to execute a contract with Red Laser Technology, LLC containing the contract provisions stated.

**IT IS THEREFORE ORDERED** that the monies paid to Red Laser Technology, Inc., shall not exceed \$73,950.00.

**IT IS THEREFORE ORDERED** that monies paid to Red Laser Technology, Inc., for services shall be based upon completion of the milestone intervals stated above.



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

(REID, LUMUMBA)  
DATE 3/19/2024

<b>POINTS</b>		<b>COMMENTS</b>							
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO AMEND A PROFESSIONAL SERVICE AGREEMENT WITH RED LASER TECHNOLOGY SOLUTIONS LLC FOR CYBERSECURITY AND TRAINING SERVICES</b>							
2.	<b>Purpose</b>	The purpose of this agreement is to provide cybersecurity and training services.							
3.	<b>Who will be affected</b>	All Departments							
4.	<b>Benefits</b>	The benefits is aimed to include enhancements in the areas of cybersecurity, assets inventory, best practices, and testing.							
5.	<b>Schedule (beginning date)</b>	Upon Council Approval							
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide							
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Information Technology							
8.	<b>COST</b>	\$73,950							
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Technology Fund Other Professional Services -- 004.904.00.6419 = \$73,950 year for phase one.							
10.	<b>EBO participation</b>	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



## Cybersecurity Services for the City of Jackson, Mississippi

Red Laser Technology, Inc. (RLT) is based in Jackson, MS. RLT is an advanced building automation development consulting firm with a unique focus and ability to leverage our algorithm-based technology, SOA based Cloud Computing methodology, wireless communications architectures, collective personal experiences, and technology company portfolio of relationships to lead clients support to their most difficult challenges. Our systems approach is designed to respond to “out of the box” challenges, providing them with effective best practices and repeatable, sustainable, survivable, and secure (RS-3) solutions.

We are thrilled to offer our detailed project plan for the City of Jackson's cybersecurity needs. This all-encompassing proposal concentrates on Phase I, which involves meticulously evaluating the existing security infrastructure. The cost and services outlined in this plan are centered around this initial phase.

However, it is imperative to highlight that further services needed will be determined based on the outcomes of this assessment. To provide you with a clearer understanding of the potential range for these additional services, we have compiled a concise summary elucidating the prospects for future project phases. These possibilities encompass specialized Pentest services, specifically Grey/White-Box and Envelopment Testing methods. We fully grasp the importance of reinforcing cybersecurity within the City of Jackson and are steadfast in delivering the most comprehensive solutions achievable.

**PHASE I** The services under this phase are listed below:

- Pentest (Black-Box/External Only)
  - Define Scope (In Scope vs Out of Scope)
  - Execute NDA
  - Develop Test Plan (Type Pentest/Methodologies Used)
    - Network Pentest
    - Web Pentest
  - Notice of Engagement (Date, Time, IPs, Parties involved, etc.)
  - Test Report (Vulnerability and Summary Reports with Remediation Actions)
  - Sign-Off Slips
- Assets Inventory
  - Using Initial Data from Pentest Build a Comprehensive Inventory of Assets
- Complete Some of the Common Cybersecurity Best Practices
  - Password Complexity



**DEPARTMENT OF INFORMATION TECHNOLOGY**

**MEMORANDUM**

**Date:** March 19, 2024  
**To:** Mayor Chokwe Antar Lumumba  
**From:** Dr. Muriel Reid, Director  
**Subject:** Professional Service Agreement with Red Laser, LLC

The Department of Information Technology recommends entering into a professional service agreement with Red Laser Technology Solutions, LLC, a Mississippi company, to provide IT Professional Services in the areas of cybersecurity, assets inventory, best practices, and testing.

Red Laser Technology Solutions quote is for \$73,950 for phase one.

Mjr/asc

004.904.00.6419

Name History

Name

Red Laser Technology, Inc

Name Type

Legal

Business Information

<b>Business Type:</b>	Profit Corporation
<b>Business ID:</b>	979705
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	03/08/2011
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	1230 Raymond Road Suite 1222 Jackson, MS 39204

Registered Agent

Name

Adrian Jones  
418 Alta Wood Blvd  
Jackson, MS 39204

Officers & Directors

Name

Ronnie Hamlin  
136 Byram Business Center  
Byram, MS 39272

Title

Incorporator

Adrian Jones  
5912 Hanging Moss Road  
Jackson, MS 39206

Director, President

Adrian L. Jones  
1230 Raymond RDBox 600  
Jackson, MS 39204

President, Secretary, Treasurer, Vice President

Terris C Harris  
198 Charmant Place, Suite 2  
Ridgeland, MS 39157

Director, Vice President

Bradford L Swinney  
198 Charmant Place, Suite 2  
Ridgeland, MS 39157

Director, Vice President

Red Laser Technology Inc.  
1230 Raymond Rd., Suite 1222  
Jackson, MS 39204 US  
adrianjones@redlaser.net



**ADDRESS**  
City of Jackson, MS  
353 South Congress Street  
Jackson, MS 39201

Quote 20240030

DATE 04/15/2024

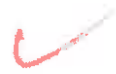
EXPIRATION DATE 05/15/2024

	DESCRIPTION	QTY	RATE	AMOUNT
<b>Systems and Networks</b>	1 Cybersecurity Assessment - (Asset Inventory)	1	73,950.00	73,950.00
	1 Penetration testing - (Network and Web Pen Test)			
	1 Security policy review - (NDA, Scope of Work, Test Plan, and Notice of Engagement)			
	1 Employee Training - (Common Cybersecurity Best Practices for Executive Management)			
	1 Incident Response Planning -			
	1 Monitoring/Maintenance - (Initial Reports)			
	1 Compliance Assurance - (Executive Summary and Final Reports)			
	Cybersecurity Services for the City of Jackson, MS (Phase I)			

**TOTAL \$73,950.00**

Accepted By

Accepted Date



**Subject: Red Laser Technology's Comprehensive Cybersecurity Proposal for the City of Jackson**

Dear Dr. Reid,

I hope this email finds you well. We are delighted to present our attached cybersecurity proposal, specifically designed to cater to the needs of the City of Jackson. Red Laser Technology, Inc. (RLT), a reputable player in the cybersecurity industry since its establishment in May 2002, is pleased to offer our expertise and services to enhance the city's digital security.

RLT is a GSA schedule holder and an 8(a) HUB zone certified small business with a strong presence in Jackson, MS, and offices in Herndon, VA, and League City, TX. Over the years, our team of cybersecurity experts has been providing reliable and exceptional solutions for information and information systems within the Department of Defense (DOD), Federal, State, and local governments, as well as private industries. Our extensive experience allows us to deliver top-notch Cybersecurity and Information Technology (IT) solutions, Business Intelligence solutions, and IT Staff Augmentation services.

To ensure the success of our clients, we strive to remain up to date with the latest laws, Executive Orders, directives, policies, standards, and regulations outlined in the Federal Information Security Management Act (FISMA), Office of Management and Budget (OMB A-130), Risk Management Framework (RMF), National Institute of Standards and Technology Special Publications (NIST SP), and many others.

The focus of our proposal is Phase I, which involves a thorough evaluation and assessment of your existing security infrastructure. The cost and services outlined in this plan are tailored to address this initial phase only. However, it is essential to emphasize additional services required will be determined based on the outcomes of this assessment. To provide you with a clearer understanding of the potential range for these additional services, we have prepared a concise summary outlining the prospects for future project phases.

At RLT, we fully comprehend the criticality of reinforcing cybersecurity measures within the City of Jackson. Our team combines exceptional talent, best practices, and cutting-edge technologies to achieve outstanding outcomes. We are optimistic that our comprehensive project plan will address your cybersecurity needs effectively.

Thank you for considering Red Laser Technology as your trusted cybersecurity partner. We look forward to discussing the proposal in detail and offering our insights to ensure the utmost protection for your digital assets. James Covington, Executive Project Manager, is the lead on the project. Please feel free to reach out to him at 601.668.6134 at your convenience.

Best regards,

Adrian Jones, President/CEO  
Red Laser Technology, Inc.

# QUOTE

**DATE**

3/11/2024

**Quote #**

2024001

DATA-SMART, LLC

PO BOX 5882

Brandon, MS 39047

601-664-8993

Fax

imukoro@data-smartllc.com

**QUOTE TO: COJ IT DEPARTMENT**

353 South Congress

Jackson, MS 39201

601-960-1446

Fax

mreid@jacksonms.gov

**SALESPERSON****JOB****PAYMENT TERMS****DUE DATE**

NET 30

**QUANTITY****DESCRIPTION****UNIT PRICE****LINE TOTAL**

1	Cybersecurity Assessment x 1wk	\$80,000	\$80,000
1	Penetration testing x 1 wk	\$	\$
1	Security policy review x 3wks	\$	\$
1	Employee Training - ongoing	\$	\$
1	Incident Response Planning x 3wks		
1	Monitoring/Maintenance - ongoing		
1	Compliance Assurance x 2wks		

Subtotal  
Sales Tax  
Total

80,000

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: *Carrie Johnson*  
OFFICE OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RED LASER TECHNOLOGY, INC TO PERFORM A CYBERSECURITY ASSESSMENT AND PROVIDE BEST PRACTICES AND TRAINING TO PERSONNEL OF THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.

*Drew Martin*

6/25/24

**Drew Martin, City Attorney**

**Date**

**Carrie Johnson, Sr. Deputy City Attorney**

**Sondra Moncure, Special Assistant City Attorney**

*Carrie Johnson*  
*Sondra Moncure*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RED LASER TECHNOLOGY, INC TO PERFORM A CYBERSECURITY ASSESSMENT AND PROVIDE BEST PRACTICES AND TRAINING TO PERSONNEL OF THE CITY OF JACKSON**

**WHEREAS**, Section 21-17-5 of the Mississippi Code vests with municipal governing authorities the care, management, and control of municipal affairs, property, and finances; and

**WHEREAS**, governmental entities are not immune from cyber attacks and unauthorized access to its systems and networks; and

**WHEREAS**, the City of Jackson's systems and networks are municipal affairs and property which necessitate management; and

**WHEREAS**, prudent management of the City of Jackson's systems and networks dictates that there be an inventory and assessment of cyber risks; and

**WHEREAS**, there are no statutorily imposed competitive bidding requirements for the procurement of professional services but the Mississippi Attorney General has recommended that bids or proposals be solicited to ensure that best value is received and favoritism is not exercised; (*See / Opinion Hendrix 2015-00289 August 28, 2015*); and

**WHEREAS**, the Department of Information Technology solicited quotes from two companies capable of performing a cyber security assessment and providing best practice training to personnel within the Department; and

**WHEREAS**, Red Laser Technology, Inc submitted Quote 20240030 in the amount of \$73,950.00; and

**WHEREAS**, the services listed Red Laser Technology's quote were (a) asset inventory; (b) network and web penetration testing; (c) security policy review; (d) employee training; ( e ) incident response planning; (f) compliance assurance; and (g) monitoring and maintenance; and

**WHEREAS**, Data-Smart LLC submitted Quote # 2024001 in the amount of \$80,000.00; and

**WHEREAS**, the services listed in Data-Smart's quote were (a) cybersecurity assessment x 1 week; (b) penetration testing x 1 week; (c) security policy review x 3 weeks; (d) employee training; ( e ) incident response planning x 3 weeks; (f) monitoring and maintenance; and (g) compliance assurance x 2 weeks; and

**WHEREAS**, Red Laser Technology, Inc., is a local business located at 1230 Raymond Road, Suite 1222, Jackson, Mississippi; and

**WHEREAS**, Red Laser Technology, Inc., submitted the lowest quote for the services desired; and

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing the Mayor to execute a contract with Red Laser Technology, Inc., and

**WHEREAS**, the terms of the contract with Red Laser Technology, Inc., are as follows:

**1. Scope of Work:**

OFFICE OF THE CITY ATTORNEY  
J. M. ...



Cyber Company shall provide the following services to the *Municipality* consistent with Quote 20240030: (a) security policy review and development of a test plan; (b) inventory assessment; (c) network pen test; (d) web pen test; (e) employee training; (f) incident response planning; (g) reporting on risk and vulnerabilities with recommendations for remediation; (h) all services necessary and consistent with Quote 20240030.

## **2. Fees:**

The Municipality will pay Cyber Company the total sum of \$73,950.00 upon completion of certain project milestones as follows:

- (a) The sum of \$29,580.00 shall be paid to Cyber Company upon receipt of confirmation that Cyber Company has performed the security policy review and developed a test plan. Proof of the development of the test plan shall be furnished to the City. Payment shall be made within forty five (45) days of receipt of proof of the development of the test plan and an invoice unless there is a dispute.
- (b) The sum of \$24,403.50 shall be paid to Cyber Company upon completion of the inventory assessment, network pen test, and web pen test and the submission of results by Cyber Company. Payment shall be made within forty- five days of receipt of the results of the testing and an invoice unless there is a dispute.
- (c) The sum of \$19,966.50 shall be paid to Cyber Company upon completion of the employee training, incident response planning, and submission of final reports on risk, vulnerabilities, recommendations for remediation and completion of the work noted in Quote 20240030.

## **3. Confidentiality:**

Subject to the requirements of the Mississippi Open Records Act, the parties agree to keep confidential all information obtained or disclosed in the performance of the work. This includes but is not limited to sensitive data, proprietary information, and findings from any testing. Confidentiality obligations shall survive the termination of this Agreement.

## **4. Ownership of Results:**

All findings, reports, and other deliverables resulting from the services performed shall be the exclusive property of the Municipality. The Cyber Company retains no rights to the products and reports developed as a result of the performance of the work unless otherwise agreed upon in writing by both parties.

## **5. Limitation of Damages:**

To the extent allowed by Mississippi law, neither party be liable to the other for any indirect, special, incidental, consequential, or punitive damages arising out of or in connection with the

performance of the Agreement. The provisions of this paragraph should not be construed as limiting either party's ability to pursue claims arising out of the performance of the agreement. It is the intent of the parties to limit the recovery of incidental, consequential, and punitive damages only.

#### **6. Indemnification:**

The Cyber Company agrees to indemnify, defend, and hold harmless the Municipality from and against any claims, damages, liabilities, costs, and expenses arising out of or in connection with the services provided, except to the extent such claims arise from the negligence or misconduct of the Municipality.

#### **7. Termination of Agreement for Cause:**

If through any cause, the Cyber Company fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Cyber Company violates any terms of the Agreement, then the Municipality shall have the right to terminate the Agreement by giving five (5) days advance written notice to the Cyber Company of such termination and specifying the effective date of the termination. Upon termination of the Agreement for Cause, all property in the possession of Cyber Company which relate to and was developed in connection with the performance of the agreement shall be tendered to the Municipality. Cyber Company shall receive payment pro rata based upon the services completed less payments which may have previously been tendered by Municipality. For example, if the services completed is 50 percent of the contract, and the Municipality has paid \$29,580.00, then the Cyber Company will be paid \$7,395.00. Proof of the completion of the work and delivery of the product is required to receive the pro rata payment.

Prior to termination of the agreement based upon cause, Cyber Company shall be provided with written notice of a defect and afforded a period of ten (10) days to cure.

Notwithstanding termination based upon cause, the Cyber Company shall not be relieved of liability to Municipality for damages sustained by Municipality for breach of the agreement, and the Municipality may withhold payments to the Cyber Company to offset until such time that the damages owed to Municipality from the Cyber Company has been determined.

The provisions of this paragraph apply to all representatives, third parties, consultants, subcontractors, or persons employed by Cyber Company.

#### **8. Termination of Contract for Convenience:**

The Municipality may terminate this Agreement at any time by giving written notice to the Cyber Company of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of the termination. If termination for convenience occurs, all finished and unfinished documents and materials shall be furnished to the Municipality and shall become the exclusive property of the Municipality. The Cyber Company shall be paid an



amount pro rata based upon the services completed less any amounts tendered by Municipality prior to termination of the Agreement. The termination provision in Paragraph 10 below regarding availability of funds has equal application to this paragraph.

**9. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi/US, without regard to its conflicts of law principles.

**10. Availability of Funds:**

The Cyber Company agrees that the Municipality's obligation to pay the sums indicated is subject to the appropriation of funds by the Jackson City Council, and the availability of the funds. If funds necessary for the fulfillment of the Agreement are at any time not forthcoming or sufficient either through the failure of the governing authorities to appropriate funds or the discontinuance or material alteration of a program under which the funds were provided or if funds are not otherwise available to the Municipality, the Municipality shall have the right to terminate the agreement by providing advance written notice consisting of ten (10) working days to the Cyber Company. No damage or penalty any kind whatsoever shall be required from the Municipality except for the pro rata cost of services performed prior to receipt of notice that the agreement is being terminated pursuant to the provisions of this paragraph.

**11. Approval by Jackson City Council:**

The Cyber Company agrees and understands that the terms and provisions of the agreement are subject approval of the Jackson City Council. Cyber Company agrees and understands that no employee, officer, or director of the Municipality has authority to bind the Municipality.

**12. Entire Agreement:**

This document, any attachment hereto, and Quote 20240030 constitutes the entire agreement of the parties and supersedes all prior verbal or written communications, understandings, or agreements between representatives, officers, and personnel of the parties.

**WHEREAS**, Exhibit A to the contract with Red Laser Technology, Inc contains the following provisions:

**Exhibit A: Statement of Work**

**Statement of Work (SOW) for Penetration Testing**

**1. Introduction:**

This Statement of Work (SOW) outlines the scope of the services to be provided by Red Laser Technology ("Cyber Company") to the City of Jackson, Mississippi. ("Municipality").

*Signature*  
CITY ATTORNEY

## 2. Objectives:

The primary objectives of the engagement are as follows:

- Identify and exploit security vulnerabilities within the Municipality's systems and networks.
- Assess the effectiveness of existing security controls and measures.
- Provide recommendations for improving the overall security posture of the Municipality's systems and networks.

## 3. Scope of Work:

The scope of work will include the following components:

- **External Penetration Testing:** The Cyber Company will attempt to identify and exploit vulnerabilities present in the Municipality's external-facing systems and networks, including but not limited to web applications, servers, and network devices.
- **Report and Recommendations:** Upon completion of the penetration testing engagement, the Cyber Company will provide a detailed report outlining the findings, including identified vulnerabilities, the level of risk associated with each vulnerability, and recommendations for remediation.
- **Asset Inventory:** Assist the Municipality in building a comprehensive inventory of assets using some of the information gathered from the Pen Test.
- **Common Cybersecurity Best Practices:** Assist the Municipality in reviewing and understanding a few of the Common Cybersecurity Best Practices.

## 4. Methodology:

The penetration testing engagement will be conducted using industry-standard methodologies and techniques, including but not limited to:

- **Enumeration and Reconnaissance – Network Pen Test:** The Cyber Company will gather information about the Municipality's systems and networks to identify potential targets for exploitation.
- **Vulnerability Scanning – Web Pen Test:** The Cyber Company will use automated tools to scan the Municipality's systems and networks for known vulnerabilities.
- **Exploitation:** The Cyber Company will attempt to exploit identified vulnerabilities to gain unauthorized access to the Municipality's systems and networks.
- **Post-Exploitation:** The Cyber Company will conduct further reconnaissance and privilege escalation to assess the extent of potential damage that a successful attack could cause.
- **Reporting:** The Cyber Company will document all findings and observations in a detailed report, including recommendations for remediation.

## 5. Deliverables:

  
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The following deliverables will be provided to the Municipality as outlined in section 6 (Timeline) of the Statement of Work ("SOW"):

- **NDA:** Non-disclosure agreements to protect the Municipality and the Cyber Company.
- **Test Plan:** A comprehensive test plan detailing the penetration testing.
- **Notice of Engagement:** A document outlining the rules of engagement so all parties are clear on the expectations.
- **Penetration Testing Report:** A comprehensive report detailing the findings of the penetration testing engagement, including identified vulnerabilities, the level of risk associated with each vulnerability, and recommendations for remediation.
- **Executive Summary:** A high-level summary of the findings and recommendations suitable for presentation to executive stakeholders.
- **Technical Findings:** Detailed technical descriptions of identified vulnerabilities, including proof-of-concept demonstrations where applicable.
- **Recommendations for Remediation:** Clear and actionable recommendations for remediation of identified vulnerabilities, prioritized based on the level of risk.

*De M...*  
OFFICE OF THE CITY ATTORNEY

## 6. Timeline:

The services and penetration testing engagement will be conducted over 6 weeks, beginning on [TBD] and concluding on [TBD]. The timeline for performance of all other work will be established in collaboration with the Municipality.

- **Initial Activity**
  - Contract Approved and Signed
  - NDAs Approved and Signed
  - Scope of Work Agreed To
  - Test Plan Approved and Signed
  - Notice of Engagement Approved and Signed
- **Reconnaissance/Scanning, Inventory, and Best Practices**
  - Network Pen Test (NMAP and/or ZENMAP)
  - Web Pen Test (BurpSuite, Nitko, etc.)
  - Initial Reports
  - Asset Inventory
  - Common Cybersecurity Best Practices
- **Completion and Delivery Milestones**
  - Executive Summary and Final Reports
    - Technical Findings
    - Recommendations for Remediation

## 7. Assumptions and Limitations:

The penetration testing engagement is subject to the following assumptions and limitations:

- The Cyber Company will conduct testing during agreed-upon maintenance windows to minimize disruption to the Client's operations.
- The Cyber Company will not perform any actions that could cause harm to the Client's systems or networks or violate applicable laws or regulations.
- The Municipality will provide access credentials, permissions, and cooperation to facilitate the penetration testing engagement.

  
OFFICE OF THE CITY ATTORNEY

**8. Acceptance Criteria:**

The Municipality will be afforded a period of thirty (30) days to review and accept the results of the penetrating testing.

**9. Change Control:**

Any changes to the scope, timeline, or deliverables of the penetration testing engagement must be agreed upon in writing by both parties.

**10. Governing Law:**

This Statement of Work shall be governed by and construed following the laws of the State of Mississippi.

**IT IS THEREFORE ORDERED** that the Mayor shall be authorized to execute a contract with Red Laser Technology, LLC containing the contract provisions stated.

**IT IS THEREFORE ORDERED** that the monies paid to Red Laser Technology, Inc., shall not exceed \$73,950.00.

**IT IS THEREFORE ORDERED** that monies paid to Red Laser Technology, Inc., for services shall be based upon completion of the milestone intervals stated above.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

(REID, LUMUMBA)

**DATE 3/19/2024**

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO AMEND A PROFESSIONAL SERVICE AGREEMENT WITH RED LASER TECHNOLOGY SOLUTIONS LLC FOR CYBERSECURITY AND TRAINING SERVICES</b>								
2.	<b>Purpose</b>	The purpose of this agreement is to provide cybersecurity and training services.								
3.	<b>Who will be affected</b>	All Departments								
4.	<b>Benefits</b>	The benefits is aimed to include enhancements in the areas of cybersecurity, assets inventory, best practices, and testing.								
5.	<b>Schedule (beginning date)</b>	Upon Council Approval								
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide								
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Information Technology								
8.	<b>COST</b>	\$73,950								
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Technology Fund Other Professional Services – 004.904.00.6419 = \$73,950 year for phase one.								
10.	<b>EBO participation</b>	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

## Cybersecurity Services for the City of Jackson, Mississippi

Red Laser Technology, Inc. (RLT) is based in Jackson, MS. RLT is an advanced building automation development consulting firm with a unique focus and ability to leverage our algorithm-based technology, SOA based Cloud Computing methodology, wireless communications architectures, collective personal experiences, and technology company portfolio of relationships to lead clients support to their most difficult challenges. Our systems approach is designed to respond to “out of the box” challenges, providing them with effective best practices and repeatable, sustainable, survivable, and secure (RS-3) solutions.

We are thrilled to offer our detailed project plan for the City of Jackson’s cybersecurity needs. This all-encompassing proposal concentrates on Phase I, which involves meticulously evaluating the existing security infrastructure. The cost and services outlined in this plan are centered around this initial phase.

However, it is imperative to highlight that further services needed will be determined based on the outcomes of this assessment. To provide you with a clearer understanding of the potential range for these additional services, we have compiled a concise summary elucidating the prospects for future project phases. These possibilities encompass specialized Pentest services, specifically Grey/White-Box and Envelopment Testing methods. We fully grasp the importance of reinforcing cybersecurity within the City of Jackson and are steadfast in delivering the most comprehensive solutions achievable.

**PHASE I** The services under this phase are listed below:

- Pentest (Black-Box/External Only)
  - Define Scope (In Scope vs Out of Scope)
  - Execute NDA
  - Develop Test Plan (Type Pentest/Methodologies Used)
    - Network Pentest
    - Web Pentest
  - Notice of Engagement (Date, Time, IPs, Parties involved, etc.)
  - Test Report (Vulnerability and Summary Reports with Remediation Actions)
  - Sign-Off Slips
- Assets Inventory
  - Using Initial Data from Pentest Build a Comprehensive Inventory of Assets
- Complete Some of the Common Cybersecurity Best Practices
  - Password Complexity





**DEPARTMENT OF INFORMATION TECHNOLOGY**

**MEMORANDUM**

**Date:** March 19, 2024  
**To:** Mayor Chokwe Antar Lumumba  
**From:** Dr. Muriel Reid, Director  
**Subject:** Professional Service Agreement with Red Laser, LLC

The Department of Information Technology recommends entering into a professional service agreement with Red Laser Technology Solutions, LLC, a Mississippi company, to provide IT Professional Services in the areas of cybersecurity, assets inventory, best practices, and testing.

Red Laser Technology Solutions quote is for \$73,950 for phase one.

Mjr/asc

004.904.00.6419

Name History

Name

Red Laser Technology, Inc

Name Type

Legal

Business Information

Business Type:

Profit Corporation

Business ID:

979705

Status:

Good Standing

Effective Date:

03/08/2011

State of Incorporation:

Mississippi

Principal Office Address:

1230 Raymond Road Suite 1222  
Jackson, MS 39204

Registered Agent

Name

Adrian Jones

418 Alta Wood Blvd  
Jackson, MS 39204

Officers & Directors

Name

Ronnie Hamlin

136 Byram Business Center  
Byram, MS 39272

Title

Incorporator

Adrian Jones

5912 Hanging Moss Road  
Jackson, MS 39206

Director, President

Adrian L. Jones

1230 Raymond RDBox 600  
Jackson, MS 39204

President, Secretary, Treasurer, Vice President

Terris C Harris

198 Charmant Place, Suite 2  
Ridgeland, MS 39157

Director, Vice President

Bradford L Swinney

198 Charmant Place, Suite 2  
Ridgeland, MS 39157

Director, Vice President

Red Laser Technology Inc.  
1230 Raymond Rd., Suite 1222  
Jackson, MS 39204 US  
adrianjones@redlaser.net



**ADDRESS**  
City of Jackson, MS  
353 South Congress Street  
Jackson, MS 39201

Quote 20240030

DATE 04/15/2024

EXPIRATION DATE 05/15/2024

	DESCRIPTION	QTY	RATE	AMOUNT
<b>Systems and Networks</b>	1 Cybersecurity Assessment - (Asset Inventory)	1	73,950.00	73,950.00
	1 Penetration testing - (Network and Web Pen Test)			
	1 Security policy review - (NDA, Scope of Work, Test Plan, and Notice of Engagement)			
	1 Employee Training - (Common Cybersecurity Best Practices for Executive Management)			
	1 Incident Response Planning -			
	1 Monitoring/Maintenance - (Initial Reports)			
	1 Compliance Assurance - (Executive Summary and Final Reports)			
	Cybersecurity Services for the City of Jackson, MS (Phase I)			

**TOTAL \$73,950.00**

Accepted By

Accepted Date



**Subject: Red Laser Technology's Comprehensive Cybersecurity Proposal for the City of Jackson**

Dear Dr. Reid,

I hope this email finds you well. We are delighted to present our attached cybersecurity proposal, specifically designed to cater to the needs of the City of Jackson. Red Laser Technology, Inc. (RLT), a reputable player in the cybersecurity industry since its establishment in May 2002, is pleased to offer our expertise and services to enhance the city's digital security.

RLT is a GSA schedule holder and an 8(a) HUB zone certified small business with a strong presence in Jackson, MS, and offices in Herndon, VA, and League City, TX. Over the years, our team of cybersecurity experts has been providing reliable and exceptional solutions for information and information systems within the Department of Defense (DOD), Federal, State, and local governments, as well as private industries. Our extensive experience allows us to deliver top-notch Cybersecurity and Information Technology (IT) solutions, Business Intelligence solutions, and IT Staff Augmentation services.

To ensure the success of our clients, we strive to remain up to date with the latest laws, Executive Orders, directives, policies, standards, and regulations outlined in the Federal Information Security Management Act (FISMA), Office of Management and Budget (OMB A-130), Risk Management Framework (RMF), National Institute of Standards and Technology Special Publications (NIST SP), and many others.

The focus of our proposal is Phase I, which involves a thorough evaluation and assessment of your existing security infrastructure. The cost and services outlined in this plan are tailored to address this initial phase only. However, it is essential to emphasize additional services required will be determined based on the outcomes of this assessment. To provide you with a clearer understanding of the potential range for these additional services, we have prepared a concise summary outlining the prospects for future project phases.

At RLT, we fully comprehend the criticality of reinforcing cybersecurity measures within the City of Jackson. Our team combines exceptional talent, best practices, and cutting-edge technologies to achieve outstanding outcomes. We are optimistic that our comprehensive project plan will address your cybersecurity needs effectively.

Thank you for considering Red Laser Technology as your trusted cybersecurity partner. We look forward to discussing the proposal in detail and offering our insights to ensure the utmost protection for your digital assets. James Covington, Executive Project Manager, is the lead on the project. Please feel free to reach out to him at 601.668.6134 at your convenience.

Best regards,

Adrian Jones, President/CEO  
Red Laser Technology, Inc.

# QUOTE

**DATE**

3/11/2024

**Quote #**

2024001

**DATA-SMART, LLC**

PO BOX 5882

Brandon, MS 39047

601-664-8993

Fax

lmukoto@data-smartllc.com

**QUOTE TO: COJ IT DEPARTMENT**

353 South Congress

Jackson, MS 39201

601-960-1446

Fax

mreid@jacksonms.gov

**SALESPERSON****JOB****PAYMENT TERMS****DUE DATE**

NET 30

**QUANTITY****DESCRIPTION****UNIT PRICE****LINE TOTAL**

1	Cybersecurity Assessment x 1wk	\$80,000	\$80,000
1	Penetration testing x 1 wk	\$	\$
1	Security policy review x 3wks	\$	\$
1	Employee Training - ongoing	\$	\$
1	Incident Response Planning x 3wks		
1	Monitoring/Maintenance - ongoing		
1	Compliance Assurance x 2wks		

Subtotal  
Sales Tax  
Total

80,000



## **SECURITY CLEARANCE OF PRINCIPAL TEAM MEMBER**

DoD Security Clearances: Top Secret SCI w Polygraph

## **TECHNICAL SKILLS OF PRINCIPAL TEAM MEMBER**

**Software Languages:** Bash Scripts and C Programming.

**Operating Systems:** Red-Hat Linux OS, UNIX OS, Windows OS (2000 through 2008), Windows 7, Windows 10, Windows Servers 2008 R2, 2012, and 2016 (Domain Controller and Member Server), ESXI/VMware, and MSDOS.

**Networking and Packet analysis:** (TCP/IP, ATM, FRAME Relay, ETC.), and Ethernet (LAN/WAN).

**Cyber-Security Technologies:** Firewalls, Intrusion Detection Systems, Intrusion Prevention Systems, AntiVirus systems, VPN's, Cisco Routers (2800, 3800, 4000 series, etc.) and Cisco Switches (2900, 4000, 6500 series), CISCO ASA Firewalls, PKI, Encryption, Routing protocols (BGP, EIGRP, RIP, OSPF, IPSEC), and Remote Access (TACACS+ and RADIUS)

**Cyber Security/Information Assurance (IA) Compliance:** Tenable Nessus OS Vulnerability and SCAP benchmark scans, Trustwave AppDetective database scans, Trustwave AppScanner web/application scans, SRR, Retina, and ACAS scanning tools, Cyber Security/IA assessment and mitigation strategies, Risk Management Framework (RMF) and DIACAP documentation for Certification and Accreditation (C&A) in Risk Vision, eMASS and MCCAAT Governance Risk Compliance tools, log and event management, and network analysis (NMAP).

**Integrate Circuit design tools:** VHDL High-Level Language, View Logic Simulator, and SPICE Circuit Simulator.

**Below are some of our relevant certifications:**

ISACA CISM

CompTIA Security +

Fully Qualified Navy Validator I1137

CSWF 8570 Compliant

## **Company Snapshot**

CAGE CODE: 3ZAU7

DUNS #: 158976667 Unique Entity ID: M8MM8MYPB2ZENR2



Certificate of Responsibility: No. 23836-MC

Security Clearance Level: Secret Facility Clearance SBA Certified Small Disadvantage Business

SBA 8(a) Direct Awards

HUB zone Certified.

GSA Multiple Awards Schedule:

47QTCA20D00FD

5411HACS

54151S GSA 8(a) STARS III 47QTCB22d0633

**Company Certifications and Awards:**

- DBE is as follows: MDOT, ADOT, La DOT, GDOT, FDOT, Tx Dot, Ar DOT
- SBE State of Texas
- City of Jackson MBE Certified
- City of Houston MBE-certified
- Jackson Municipal Airport Authority
- Mississippi Development Authority Certified
- 2007 Mississippi Micro-Enterprise Business of the Year
- 2006 SBA Young Entrepreneur of the Year
- 2006 SBA Southeast Region Young Entrepreneur of the Year
- 2005 Mississippi Governor's Cup Award
- Featured in Mississippi Journal as a Company to Watch
- Featured in Point Innovation Magazine

Proudly and successfully served 800+ clients. Some of our more notable clients are listed below:



MISSISSIPPI DEPARTMENT of EMPLOYMENT SECURITY



Red Laser Technology Inc.  
 1230 Raymond Rd., Suite 1222  
 Jackson, MS 39204 US  
 adrianjones@redlaser.net



**ADDRESS**  
 City of Jackson, MS  
 353 South Congress Street  
 Jackson, MS 39201

Quote 20240030

DATE 03/05/2024

EXPIRATION DATE 03/05/2024

DESCRIPTION	QTY	RATE	AMOUNT
<b>Cybersecurity Services for the City of Jackson, MS</b>			
Systems and Networks	1	22,185.00	22,185.00
<ul style="list-style-type: none"> <li>*Initial and Project Kickoff = 22,185.00</li> <li>o Agreement Approved and Signed</li> <li>o NDA Approved and Signed</li> <li>o Scope of Work Agreed To</li> <li>o Test Plan Approved and Signed</li> <li>o Notice of Engagement Approved and Signed</li> </ul>			
Systems and Networks	1	33,277.50	33,277.50
<ul style="list-style-type: none"> <li>* Reconnaissance/Scanning, Inventory, and Best Practices</li> <li>o Network Pen Test (NMAP and/or ZENMAP)</li> <li>o Web Pen Test (BurpSuite, Nitko, etc.)</li> <li>o Initial Reports</li> <li>o Asset Inventory</li> <li>o Common Cybersecurity Best Practices</li> </ul>			

Red Laser Technology Inc.  
1230 Raymond Rd., Suite 1222  
Jackson, MS 39204 US  
adrianjones@redlaser.net



**ADDRESS**  
City of Jackson, MS  
353 South Congress Street  
Jackson, MS 39201

Quote 20240030

DATE 03/05/2024

EXPIRATION DATE 04/05/2024

DESCRIPTION	QTY	RATE	AMOUNT
Cybersecurity Services for the City of Jackson, MS			0.00
<b>Systems and Networks</b> Cybersecurity Services for Phase I services outlined in the Statement of Work (SOW)	1	73,950.00	73,950.00

**TOTAL \$73,950.00**

Accepted By

Accepted Date

DESCRIPTION	QTY	RATE	AMOUNT
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<b>Systems and Networks</b>			
Completion and Delivery Milestones	1	18,487.50	18,487.50
<ul style="list-style-type: none"> <li>* Executive Summary and Final Reports</li> <li>o Technical Findings</li> <li>o Recommendations for Remediation</li> </ul>			

<b>TOTAL</b>			<b>\$73,950.00</b>
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Accepted By

Accepted Date



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

*Carrie Johnson*  
OFFICE OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RED LASER TECHNOLOGY, INC TO PERFORM A CYBERSECURITY ASSESSMENT AND PROVIDE BEST PRACTICES AND TRAINING TO PERSONNEL OF THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.

*Drew Martin*

*6/25/24*

Drew Martin, City Attorney

Date

Carrie Johnson, Sr. Deputy City Attorney

*Carrie Johnson*

Sondra Moncure, Special Assistant City Attorney

*Sondra Moncure*



13





**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH REDMOND LAWN AND CLEANING SERVICE, LLC FOR CITY RIGHT-OF-WAY MAINTENANCE SERVICES**

**WHEREAS**, the City of Jackson is in need of right-of-way maintenance for public rights-of-way as a part of its maintenance and beautification; and

**WHEREAS**, the Solid Waste Division received a proposal from Redmond Lawn and Cleaning Service, LLC for right-of-way maintenance services on 300 miles of public rights-of-way in the City of Jackson; and

**WHEREAS**, Redmond Lawn and Cleaning Service, LLC will provide the following services on all 300 linear miles of City rights-of-way on a bi-weekly cycle:

1. **Mowing:**
  - o Mow all grassy areas within the right-of-way to a uniform height of 2.5 to 3.5 inches.
  - o Remove any clippings, grass, and debris from sidewalks, driveways, streets, and other hard surfaces after mowing.
2. **Edging:**
  - o Edge all sidewalks, curbs, and driveways within the right-of-way to ensure a clean and neat appearance.
  - o Remove and dispose of any debris resulting from the edging process.
3. **Litter and Debris Removal:**
  - o Collect and properly dispose of all litter, including paper, plastic, cans, bottles, and other refuse, prior to mowing and edging.
  - o Remove and dispose of any large debris such as fallen branches, stones, or other obstructions.
4. **Weed Control:**
  - o Apply appropriate herbicides to control weed growth in cracks, seams, and edges of sidewalks, curbs, and driveways.
  - o Follow all local, state, and federal regulations regarding the use of herbicides and pesticides.
5. **Vegetation Trimming:**
  - o Trim and prune all bushes, shrubs, and low-hanging tree branches that encroach upon the right-of-way to maintain a clear path for pedestrians and vehicles.
  - o Ensure that all trimming and pruning debris is removed and properly disposed of.
6. **Safety and Compliance:**
  - o Ensure all work is performed in a safe manner, following OSHA guidelines and other relevant safety regulations.
  - o Provide appropriate signage, cones, and barriers to protect workers and the public during maintenance activities.
7. **Weekly Reporting:**
  - o Provide weekly reports detailing the of the number of laborers employed in the work, the hours worked, and a description of the work completed, including any issues or concerns that need to be addressed; and

**WHEREAS**, Contractor shall provide all necessary labor, equipment, materials, and supplies required to perform the maintenance services. All equipment shall be maintained in good working order and operated by trained personnel; and

**WHEREAS**, the contract shall commence on the date in the Notice to Proceed and shall terminate on September 30, 2024, unless terminated earlier as provided herein.; and

**WHEREAS**, the City will pay Redmond Lawn and Cleaning Service, LLC \$45,000 per month for the services; and

**WHEREAS**, the first month's payment will be prorated from the date in the Notice to Proceed based on the number of days remaining in the month and Contractor shall submit monthly invoices based on a 30-day period beginning in the date in the Notice to Proceed; and

**WHEREAS**, the City may terminate this Contract for cause upon ten (10) days' written notice to the Contractor, where "Cause" shall include, but not be limited to, failure to perform the services in a timely and satisfactory manner, and the Contractor shall have the opportunity to cure any deficiencies in performance within this ten (10) day period; and

**WHEREAS**, Contractor shall invoice the City each month and the City shall pay consistent with Mississippi law; and

**WHEREAS**, the Contractor may terminate this Contract upon twenty (20) days' written notice to the City if the City fails to make timely payments as required by this Contract and does not cure the failure to pay with that twenty (20) day period; and

**WHEREAS**, in carrying out the work herein proposed, the Contractor will maintain, at a minimum, the following insurance coverage:

- 1) Commercial general liability insurance with limits of at least \$2,000,000.00/\$2,000,000.00 for bodily injury and \$2,000,000.00/\$2,000,000.00 for property damage.
- 2) Automobile liability insurance with limits of at least \$1,000,000.00/\$1,000,000.00 for bodily injury and \$1,000,000.00/\$1,000,000.00 for property damage.
- 3) Workers' Compensation insurance in the statutorily required amount; and

**WHEREAS**, Contractor shall provide Certificates of Insurance showing all of the coverages listed above and naming the City as additional insured. Upon request by the City, the Contractor shall provide copies of the required insurance policies; and

**WHEREAS**, the Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees from any and all claims, demands, liabilities, damages, losses, costs, and expenses arising out of or connected with the Contractor's performance of this Contract.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with Lawn and Cleaning Service, LLC to provide right-of-way maintenance services for \$45,000.00 per month with

**WHEREAS**, Contractor shall provide all necessary labor, equipment, materials, and supplies required to perform the maintenance services. All equipment shall be maintained in good working order and operated by trained personnel; and

**WHEREAS**, the contract shall commence on the date in the Notice to Proceed and shall terminate on September 30, 2024, unless terminated earlier as provided herein.; and

**WHEREAS**, the City will pay Redmond Lawn and Cleaning Service, LLC \$45,000 per month for the services; and

**WHEREAS**, the first month's payment will be prorated from the date in the Notice to Proceed based on the number of days remaining in the month and Contractor shall submit monthly invoices based on a 30-day period beginning in the date in the Notice to Proceed; and

**WHEREAS**, the City may terminate this Contract for cause upon ten (10) days' written notice to the Contractor, where "Cause" shall include, but not be limited to, failure to perform the services in a timely and satisfactory manner, and the Contractor shall have the opportunity to cure any deficiencies in performance within this ten (10) day period; and

**WHEREAS**, Contractor shall invoice the City each month and the City shall pay consistent with Mississippi law; and

**WHEREAS**, the Contractor may terminate this Contract upon twenty (20) days' written notice to the City if the City fails to make timely payments as required by this Contract and does not cure the failure to pay with that twenty (20) day period; and

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with Lawn and Cleaning Service, LLC to provide right-of-way maintenance services for \$45,000.00 per month with the amount due for the month of July prorated based on the days remaining in the month, for a period beginning on the date in the Notice to Proceed through September 30, 2024.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE July 9, 2024

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH REDMOND LAWN AND CLEANING SERVICE, LLC FOR CITY RIGHT-OF-WAY MAINTENANCE SERVICES</b>
2.	<b>Public Policy Initiative</b> 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	Quality of Life Neighborhood Enhancement
3.	<b>Who/What will be affected</b> <b>Benefits</b>	The City's residents
4.	<b>Benefits</b>	Redmond Lawn and Cleaning Service, LLC will provide right-of-maintenance services on 300 miles of public rights-of-way in the City of Jackson
5.	<b>Schedule</b> 1. Contract 2. Project (Beginning date) (Completion date)	Upon approval
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide
7.	<b>Action initiated by:</b> ▪ Mayor's Office <input type="checkbox"/> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works Rights-of-Way
8.	<b>COST</b>	\$45,000 per month (first month will be prorated from date in Notice to Proceed based on the number of days remaining in the month) through September 30, 2024
9.	<b>Source of Funding</b> ▪ General Fund <input checked="" type="checkbox"/> ▪ Enterprise <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	<b>General Fund</b>
10.	<b>EBO participation</b>	ABE _____% WAIVER Yes _____ No _____ N/A _____ AABE _____% WAIVER Yes _____ No _____ N/A _____ WBE _____% WAIVER Yes _____ No _____ N/A _____ HBE _____% WAIVER Yes _____ No _____ N/A _____ NABE _____% WAIVER Yes _____ No _____ N/A _____



**City of Jackson  
Department of Public Works**

**To: Hon. Chokwe A. Lumumba, Mayor**

**From: Louis Wright, Chief Administrative Officer**

**Agenda Item:** **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH REDMOND LAWN AND CLEANING SERVICE, LLC FOR MOWING AND LANDSCAPING SERVICES ON 300 MILES OF PUBLIC RIGHT-OF-WAYS IN THE CITY OF JACKSON. (ALL WARDS)**

**Council Meeting:** Regular Council Meeting, July 16, 2024  
**Consultant/Contractor:** Redmond Lawn and Cleaning Services, LLC  
**Purpose:** Redmond Lawn and Cleaning Service, will provide right-of-way maintenance services on 300 miles of right-of-way in the City of Jackson.  
**Cost:** \$45,000.00 per month (first month prorated on number of days remaining in the month)  
**Funding Source:** General Fund  
**Schedule/Time:** Beginning immediately after approval through September 30, 2024  
**DPW Manager:** Lakesha Weathers

**Background:** Redmond Lawn and Cleaning Services, LLC will provide ten (10) laborers to assist the Right-of-Way Maintenance staff with mowing and landscaping services on 300 miles of right-of-way in the City of Jackson. The Right-of-Way Maintenance Division does not have the personnel to address the excessive mowing needs on the right-of-way within the City limits. To address the concerns of the public for safety and beautification, it is imperative that we secure assistance from outside entities. An agreement has been submitted by the authorized representative of Redmond Lawn and Cleaning Service, LLC consistent with state law and this contact is being brought to the City Council for approval.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 277  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1730

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH REDMOND LAWN AND CLEANING SERVICE, LLC FOR CITY RIGHT-OF-WAY MAINTENANCE SERVICES** is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY



DATE

Sondra Moncure, *Special Assistant*



Terry Williamson, *Legal Counsel*



## CONTRACT FOR RIGHT-OF-WAY MAINTENANCE SERVICES

This Contract is entered into as of \_\_\_\_\_, 2024, by and between the City of Jackson, Mississippi (hereinafter referred to as the "City"), and Redmond Lawn and Cleaning Service, LLC, (hereinafter referred to as the "Contractor").

WHEREAS, the City desires to maintain approximately 300 linear miles of right-of-way on a regular cycle; and

WHEREAS, the Contractor has the expertise and either has the necessary labor, equipment, materials, and supplies to perform such services or is willing to acquire them;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

### 1. Scope of Work

#### 1.1. General Description

The Contractor shall provide comprehensive right-of-way maintenance services for approximately 300 linear miles of public right-of-way within the City of Jackson, Mississippi. The work includes, but is not limited to, mowing, edging, litter removal, debris removal, weed control, and trimming of vegetation. The Contractor shall ensure that all right-of-way areas are properly maintained on a bi-weekly cycle.

#### 1.2. Specific Tasks

##### 1. Mowing:

- Mow all grassy areas within the right-of-way to a uniform height of 2.5 to 3.5 inches.
- Remove any clippings, grass, and debris from sidewalks, driveways, streets, and other hard surfaces after mowing.

##### 2. Edging:

- Edge all sidewalks, curbs, and driveways within the right-of-way to ensure a clean and neat appearance.
- Remove and dispose of any debris resulting from the edging process.

##### 3. Litter and Debris Removal:

- Collect and properly dispose of all litter, including paper, plastic, cans, bottles, and other refuse, prior to mowing and edging.
- Remove and dispose of any large debris such as fallen branches, stones, or other obstructions.

##### 4. Weed Control:

- Apply appropriate herbicides to control weed growth in cracks, seams, and edges of sidewalks, curbs, and driveways.
- Follow all local, state, and federal regulations regarding the use of herbicides and pesticides.

5. **Vegetation Trimming:**
  - o Trim and prune all bushes, shrubs, and low-hanging tree branches that encroach upon the right-of-way to maintain a clear path for pedestrians and vehicles.
  - o Ensure that all trimming and pruning debris is removed and properly disposed of.
6. **Safety and Compliance:**
  - o Ensure all work is performed in a safe manner, following OSHA guidelines and other relevant safety regulations.
  - o Provide appropriate signage, cones, and barriers to protect workers and the public during maintenance activities.
7. **Weekly Reporting:**
  - o Provide weekly reports detailing the of the number of laborers employed in the work, the hours worked, and a description of the work completed, including any issues or concerns that need to be addressed.

### **1.3. Equipment and Supplies**

- The Contractor shall provide all necessary labor, equipment, materials, and supplies required to perform the maintenance services.
- All equipment shall be maintained in good working order and operated by trained personnel.

### **1.4. Schedule**

- The Contractor shall perform all maintenance tasks on a bi-weekly cycle, ensuring that each right-of-way area is fully maintained every two weeks.
- A detailed schedule outlining the maintenance cycle shall be submitted to the City for approval prior to the commencement of work.

## **2. Term of Contract**

This Contract shall commence on the date in the Notice to Proceed and shall terminate on September 30, 2024, unless terminated earlier as provided herein.

## **3. Compensation**

Total monthly compensation shall be \$45,000.00. The first month's payment will be prorated from the date in the Notice to Proceed based on the number of days remaining in the month. The Contractor shall submit monthly invoices based on a 30-day period beginning in the date in the Notice to Proceed.

## **4. Termination**

- **Termination by City for Cause:** The City may terminate this Contract for cause upon ten (10) days' written notice to the Contractor. "Cause" shall include, but not be limited to, failure to perform the services in a timely and satisfactory manner. The Contractor



shall have the opportunity to cure any deficiencies in performance within this ten (10) day period.

- **Termination by Contractor for Non-Payment:** The Contractor may terminate this Contract upon twenty (20) days' written notice to the City if the City fails to make timely payments as required by this Contract and does not cure the failure to pay with that twenty (20) day period.

## **5. Payment Terms**

The City agrees to pay invoices within forty-five (45) days of receipt pursuant to Sections 31-7-301, -305, 307, and -309 of the Mississippi Code of 1972, as amended.

## **6. Compliance with Laws**

The Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this Contract.

## **7. Insurance**

The Contractor shall maintain insurance coverage pursuant to Exhibit A to this agreement, which is incorporated herein.

## **8. Indemnification**

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees from any and all claims, demands, liabilities, damages, losses, costs, and expenses arising out of or connected with the Contractor's performance of this Contract.

## **9. Assignment**

The Contractor shall not assign this Contract or any part thereof without the prior written consent of the City. Any attempted assignment without such consent shall be void and of no effect. The Contractor shall provide notice to the City of any proposed assignment, and the City shall have the right to approve or reject such assignment at its sole discretion.

## **10. Miscellaneous**

- **Entire Agreement:** This Contract constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.
- **Amendments:** This Contract may be amended only by a written instrument signed by both parties after being authorized by the Jackson City Council.
- **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of Mississippi.

- **Notices:** Any notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed to the respective party at the address set forth below:

- **City: City of Jackson**

- Att'n: Hon. Chokwe A. Lumumba, Mayor  
Post Office Box 17  
Jackson, MS 39205-0017  
Physical Address: 219 S. President St., Jackson, MS 39201

- With copy to:

- Office of the City Attorney

- Att'n: Drew Martin, City Attorney

- P.O. Box 2779

- Jackson, MS 39207-2779

- Physical Address: 455 E. Capitol St., Jackson, MS 39201

- **Contractor:**

- Redmond Lawn and Cleaning Service, LLC

- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the date first above written.

**CITY OF JACKSON**

By: \_\_\_\_\_

Name: Chokwe A. Lumumba

Title: Mayor

Witness: \_\_\_\_\_

Municipal Clerk

**REDMOND LAWN AND CLEANING SERVICE, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_

## Exhibit A--INSURANCE

In carrying out the work herein proposed, the Contractor will maintain, at a minimum, the following insurance coverage:

- 1) Commercial general liability insurance with limits of at least \$2,000,000.00/\$2,000,000.00 for bodily injury and \$2,000,000.00/\$2,000,000.00 for property damage.
- 2) Automobile liability insurance with limits of at least \$1,000,000.00/\$1,000,000.00 for bodily injury and \$1,000,000.00/\$1,000,000.00 for property damage.
- 3) Workers' Compensation insurance in the statutorily required amount.

Contractor shall provide Certificates of Insurance showing all of the coverages listed above and naming the City as additional insured. Upon request by the City, the Contractor shall provide copies of the required insurance policies.



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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH  
PDT LOGISTICS, LLC FOR MOWING AND GROUNDS MAINTENANCE  
WITHIN THE CITY OF JACKSON CEMETERIES**

OFFICE OF THE CITY ATTORNEY  
JUL 16 2024

**WHEREAS**, the City of Jackson is in need of mowing and grounds maintenance services within the five (5) City of Jackson cemeteries; and

**WHEREAS**, the five (5) cemeteries are Cedarlawn, Greenwood, Willow Park, Elmwood, and Lincoln, and

**WHEREAS**, the Solid Waste Division received a proposal from PDT Logistics LLC for ground maintenance of 120.2 acres by providing full service lawn care and mowing; and

**WHEREAS**, PDT Logistics LLC will provide the following services:

**1. Grass Mowing and Trimming:**

- o Mow and trim all grassy areas on a weekly basis to ensure the grass height remains between 2 and 3 inches.
- o Remove all grass clippings from the designated spaces after each mowing.
- o Trim all turf areas inaccessible to mowing equipment prior to mowing as needed to maintain a neat, well-groomed appearance.

**2. Shrub and Bush Trimming:**

- o Trim shrubs and bushes as needed to maintain a neat, well-groomed appearance.

**3. Tree Pruning:**

- o Prune trees as needed to maintain a neat, well-groomed appearance.

**4. Litter and Debris Removal:**

- o Collect and properly dispose of all litter, including paper, plastic, cans, bottles, and other refuse, prior to mowing and edging.
- o Remove and dispose of any large debris such as fallen branches, stones, or other obstructions.

**5. Common Area Maintenance:**

- o Mow all grass in all common areas of the property completely to maintain a uniform height of 2 to 3 inches.
- o Use trimmers in locations where mowers cannot reach vegetation.

**6. Safety and Compliance:**

- o Ensure all work is performed in a safe manner, following OSHA guidelines and other relevant safety regulations.
- o Provide appropriate signage, cones, and barriers to protect workers and the public during maintenance activities.

**7. Weekly Reporting:**

- o Provide weekly reports detailing the of the number of laborers employed in the work, the hours worked, and a description of the work completed, including any issues or concerns that need to be addressed; and

**WHEREAS**, PDT Logistics LLC will provide a project manager, a crew chief, and sufficient laborers, all tools, specialized equipment, materials, supplies, and transportation to perform the services; and

**WHEREAS**, PDT Logistics will submit weekly reports of the number of laborers employed in the work, the hours worked, a description of the work completed, including any issues or concerns that need to be addressed; and

Agenda Item # 14  
July 16, 2024  
(Wright, Lumumba)

**WHEREAS**, the City agrees pay PDT Logistics \$33,360.00 per month, including a prorated portion of the month of July 2024 based on the number of days remaining in the month, for a period beginning from the date in the Notice to Proceed through September 30, 2024; and

**WHEREAS**, the agreement may be terminated by the City for cause upon providing ten (10) days' notice and the agreement shall be terminated at the end of that ten (10) day period unless PDT Logistics cures the cause of the default; and

**WHEREAS**, PDT Logistics shall invoice the City each month and the City shall pay consistent with Mississippi law; and

**WHEREAS**, PDT Logistics may terminate this Contract upon twenty (20) days' written notice to the City if the City fails to make timely payments as required by this Contract and does not cure the failure to pay with that twenty (20) day period; and

**WHEREAS**, in carrying out the work herein proposed, the Contractor will maintain, at a minimum, the following insurance coverage:

- 1) Commercial general liability insurance with limits of at least \$2,000,000.00/\$2,000,000.00 for bodily injury and \$2,000,000.00/\$2,000,000.00 for property damage.
- 2) Automobile liability insurance with limits of at least \$1,000,000.00/\$1,000,000.00 for bodily injury and \$1,000,000.00/\$1,000,000.00 for property damage.
- 3) Workers' Compensation insurance in the statutorily required amount; and

**WHEREAS**, Contractor shall provide Certificates of Insurance showing all of the coverages listed above and naming the City as additional insured. Upon request by the City, the Contractor shall provide copies of the required insurance policies; and

**WHEREAS**, the Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees from any and all claims, demands, liabilities, damages, losses, costs, and expenses arising out of or connected with the Contractor's performance of this Contract.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute a contract with PDT Logistics, LLC to provide mowing and full service landscaping for \$33,360.00 per month with the amount due for the month of July prorated based on the days remaining in the month, for a period beginning on the date in the Notice to Proceed through September 30, 2024.

BY: (WRIGHT, LUMUMBA)



me History

**Name**  
PDT Logistics LLC

**Name Type**  
Legal

Business Information

**Business Type:** Limited Liability Company  
**Business ID:** 1089131  
**Status:** Good Standing  
**Effective Date:** 03/24/2016  
**State of Incorporation:** Mississippi  
**Principal Office Address:** 6 Eastpark Cove  
Jackson, MS 39211

Registered Agent

**Name**  
Tamika Bradley  
6 Eastparke Cove  
Jackson, MS 39211

Officers & Directors

<b>Name</b>	<b>Title</b>
Tamika Bradley 6 Eastpark CV Jackson, MS 39211	

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE July 9, 2024

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PDT LOGISTICS LLC FOR MOWING AND MAINTENANCE WITHIN THE CITY OF JACKSON CEMETERIES</b>
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	Quality of Life Neighborhood Enhancement
3.	<b>Who/What will be affected</b> <b>Benefits</b>	The City's residents
4.	<b>Benefits</b>	The purpose of this contract is to allow PDT Logistics to provide grounds maintenance and landscaping within the City of Jacksons (5) cemeteries. They are Cedarlawn, Willow Park, Greenwood, Elmwood, and Lincoln.
5.	<b>Schedule</b> <ol style="list-style-type: none"> <li>1. Contract</li> <li>2. Project (Beginning date) (Completion date)</li> </ol>	Upon approval
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	Citywide
7.	<b>Action initiated by:</b> <ul style="list-style-type: none"> <li>▪ Mayor's Office <input type="checkbox"/></li> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Department of Public Works
8.	<b>COST</b>	\$33,360.00 per month (First month prorated based on number of days worked) through September 30, 2024
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input checked="" type="checkbox"/></li> <li>▪ Enterprise <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	<b>General Fund</b>
10.	<b>EBO participation</b>	ABE _____% WAIVER Yes _____ No _____ N/A _____ AABE _____% WAIVER Yes _____ No _____ N/A _____ WBE _____% WAIVER Yes _____ No _____ N/A _____ HBE _____% WAIVER Yes _____ No _____ N/A _____ NABE _____% WAIVER Yes _____ No _____ N/A _____



**City of Jackson  
Department of Public Works**

**To: Hon. Chokwe A. Lumumba, Mayor**

**From: Louis Wright, Chief Administrative Officer**

**Council Agenda Item Briefing Memo**

**Agenda Item:** **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PDT LOGISTICS LLC FOR MOWING AND MAINTENANCE WITHIN THE CITY OF JACKSON CEMETERIES**

**Council Meeting:** Regular Council Meeting, July 16, 2024

**Consultant/Contractor:** PDT Logistics

**Purpose:** PDT Logistics will assist the Cemeteries Maintenance Division with mowing and landscaping in the City of Jacksons (5) cemeteries.

**Cost:** \$33,360.00 per month (first month prorated based on number of days worked)

**Funding Source:** General Fund

**Schedule/Time:** Immediately upon approval of Contract by City Council through September 30, 2024

**DPW Manager:** Lakesha Weathers

**Background:** PDT Logistics will provide eight laborers to assist the Cemeteries Maintenance staff with mowing and landscaping in the City of Jacksons (5) cemeteries. The Cemeteries Maintenance Division does not have the personnel to address the excessive mowing needs at the memorial gardens. Jackson resident have expressed their concern and disappointment with the aesthetics of the City's cemeteries. To address their concerns, it is imperative that we secure assistance from outside entities. An agreement has been submitted by the authorized representative of PDT Logistics consistent with state law and this contact is being brought to the City Council for approval.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 1779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756  
7/19/24

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PDT LOGISTICS LLC FOR MOWING AND MAINTENANCE WITHIN THE CITY OF JACKSON CEMETERIES is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
DREW MARTIN, CITY ATTORNEY

7/19/24  
\_\_\_\_\_  
DATE

Sondra Moncure, *Special Assistant*   
Terry Williamson, *Legal Counsel* 

## CONTRACT FOR CEMETERY GROUNDS MAINTENANCE SERVICES

This Contract is entered into as of \_\_\_\_\_, by and between the City of Jackson, Mississippi (hereinafter referred to as the "City"), and PDT Logistics, LLC, (hereinafter referred to as the "Contractor").

WHEREAS, the City desires to maintain its cemeteries in a neat, well-groomed appearance; and

WHEREAS, the Contractor has the expertise, and has or is willing to acquire the labor, equipment, materials, and supplies to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

### 1. Scope of Work

#### 1.1. General Description

The Contractor shall provide comprehensive grass cutting and grounds maintenance services for the following City-owned cemeteries: Cedar Lawn (86 acres), Elmwood (6.3 acres), Greenwood (18.8 acres), Lincoln (2 acres), and Willow Park (7 acres).

#### 1.2. Specific Tasks

1. **Grass Mowing and Trimming:**

- o Mow and trim all grassy areas on a weekly basis to ensure the grass height remains between 2 and 3 inches.
- o Remove all grass clippings from the designated spaces after each mowing.
- o Trim all turf areas inaccessible to mowing equipment prior to mowing as needed to maintain a neat, well-groomed appearance.

2. **Shrub and Bush Trimming:**

- o Trim shrubs and bushes as needed to maintain a neat, well-groomed appearance.

3. **Tree Pruning:**

- o Prune trees as needed to maintain a neat, well-groomed appearance.

4. **Litter and Debris Removal:**

- o Collect and properly dispose of all litter, including paper, plastic, cans, bottles, and other refuse, prior to mowing and edging.
- o Remove and dispose of any large debris such as fallen branches, stones, or other obstructions.

5. **Common Area Maintenance:**

- o Mow all grass in all common areas of the property completely to maintain a uniform height of 2 to 3 inches.
- o Use trimmers in locations where mowers cannot reach vegetation.

**6. Safety and Compliance:**

- Ensure all work is performed in a safe manner, following OSHA guidelines and other relevant safety regulations.
- Provide appropriate signage, cones, and barriers to protect workers and the public during maintenance activities.

**7. Weekly Reporting:**

- Provide weekly reports detailing the of the number of laborers employed in the work, the hours worked, and a description of the work completed, including any issues or concerns that need to be addressed.

**1.3. Equipment and Supplies**

- The Contractor shall furnish all labor, tools, specialized equipment, materials, supplies, supervision, and transportation necessary to perform the services outlined in this Contract.

**1.4. Work Schedule**

- Mowing and maintenance work shall be performed during the regular hours of 8:00 A.M. through 5:00 P.M. unless otherwise specified or approved by the City due to uncontrollable weather situations.

**2. Term of Contract**

This Contract shall commence on the date of the Notice to Proceed and shall terminate on September 30, 2024, unless terminated earlier as provided herein.

**3. Compensation**

The City agrees to pay the Contractor for the services rendered under this Contract according to the following monthly rates:

- Cedar Lawn: \$12,900.00
- Elmwood: \$3,780.00
- Greenwood: \$11,280.00
- Lincoln: \$1,200.00
- Willow Park: \$4,200.00

Total monthly compensation shall be \$33,360.00. The first month's payment will be prorated from the date in the Notice to Proceed based on the number of days remaining in the month. The Contractor shall submit monthly invoices based on a 30-day period beginning on the date in the Notice to Proceed.

#### **4. Termination**

- **Termination by City for Cause:** The City may terminate this Contract for cause upon ten (10) days' written notice to the Contractor. The Contractor shall have the opportunity to cure any deficiencies in performance within this ten (10) day period.
- **Termination by Contractor for Non-Payment:** The Contractor may terminate this Contract upon twenty (20) days' written notice to the City if the City fails to make timely payments as required by this Contract and does not cure the failure to pay with that twenty (20) day period.

#### **5. Payment Terms**

The City agrees to pay invoices within forty-five (45) days of receipt pursuant to Sections 31-7-301, -305, 307, and -309 of the Mississippi Code of 1972, as amended.

#### **6. Compliance with Laws**

The Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this Contract.

#### **7. Insurance**

The Contractor shall maintain insurance coverage pursuant to Exhibit A to this agreement, which is incorporated herein.

#### **8. Indemnification**

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees from any and all claims, demands, liabilities, damages, losses, costs, and expenses arising out of or connected with the Contractor's performance of this Contract.

#### **9. Assignment**

The Contractor shall not assign this Contract or any part thereof without the prior written consent of the City. Any attempted assignment without such consent shall be void and of no effect. The Contractor shall provide notice to the City of any proposed assignment, and the City shall have the right to approve or reject such assignment at its sole discretion.

#### **10. Miscellaneous**

- **Entire Agreement:** This Contract constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.
- **Amendments:** This Contract may be amended only by a written instrument signed by both parties after being authorized by the Jackson City Council.

- **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of Mississippi.
- **Notices:** Any notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed to the respective party at the address set forth below:
  - **City:** City of Jackson
    - Att'n: Hon. Chokwe A. Lumumba, Mayor
    - Post Office Box 17
    - Jackson, MS 39205-0017
    - Physical Address: 219 S. President St., Jackson, MS 39201

With copy to:  
 Office of the City Attorney  
 Att'n: Drew Martin, City Attorney  
 P.O. Box 2779  
 Jackson, MS 39207-2779  
 Physical Address: 455 E. Capitol St., Jackson, MS 39201

- **Contractor:**

PDT Logistics, LLC

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

**CITY OF JACKSON**

By: \_\_\_\_\_  
 Name: Chokwe A. Lumumba  
 Title: Mayor

Witness: \_\_\_\_\_  
 Municipal Clerk

**PDT LOGISTICS, LLC**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
 \_\_\_\_\_



## Exhibit A--INSURANCE

In carrying out the work herein proposed, the **Contractor** will maintain, at a minimum, the following insurance coverage:

- 1) Commercial general liability insurance with limits of at least \$2,000,000.00/\$2,000,000.00 for bodily injury and \$2,000,000.00/\$2,000,000.00 for property damage.
- 2) Automobile liability insurance with limits of at least \$1,000,000.00/\$1,000,000.00 for bodily injury and \$1,000,000.00/\$1,000,000.00 for property damage.
- 3) Workers' Compensation insurance in the statutorily required amount.

Contractor shall provide Certificates of Insurance showing all of the coverages listed above and naming the City as additional insured. Upon request by the City, the Contractor shall provide copies of the required insurance policies.



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**ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT 1 TO THE AGREEMENT WITH NEEL-SCHAFFER, INC. FOR THE BEASLEY ROAD AT HIGHLAND DRIVE IMPROVEMENTS PROJECT**

OFFICE OF THE CITY ATTORNEY  
7/19/2024  
[Signature]

**WHEREAS**, the City of Jackson previously entered into a design engineering agreement with Neel-Schaffer, Inc. for the Beasley Road at Highland Drive Improvements Project; and

**WHEREAS**, the during the preliminary design, it was discovered that erosion around drainage under Beasley Road would need to be addressed in order to construct the sidewalk along the north side of Beasley Road intended to provide a safe walking path for students and the public; and

**WHEREAS**, in order to address this erosion, easements on two properties adjacent to Beasley Road are needed; and

**WHEREAS**, Neel-Schaffer, Inc. has proposed the following work to address this matter:

**1 MAPS AND DEEDS (UP TO 2 PARCELS)**

The CONSULTANT shall prepare right-of-way acquisition maps and deeds for up to 2 parcels. The submittals shall closely follow the Standard Operating Procedures for the preparation of right-of-way acquisition maps and deeds as set forth in the 2008 MDOT Survey Manual, Section 6.4 and 6.4.1.

**2 PROJECT MANAGEMENT SCOPE OF WORK**

The CONSULTANT will be responsible for managing the subconsultants, communication with the LPA and MDOT, and ensuring the scope of work, schedule and terms of the CONTRACT are being fulfilled in accordance with the direction from the LPA. Specifically, the CONSULTANT will provide the following:

- Administrative support (to include filing, monthly reimbursement payments, invoicing, monthly status reports, and preparation/distribution of notification letters);
- Management of the subconsultants (to include educating appraisers on the project design; answering access/design questions during the appraisal work; participation in the property owner meetings; interfacing between appraiser and review appraiser; and quality control);
- Preparation/update of overall right-of-way acquisition exhibit;
- Preparation of subcontracts for the subconsultants;
- Meeting with the City and MDOT if required

**3 ENVIRONMENTAL RE-EVALUATION AND CULTURAL RESOURCES ASSESSEMENT**

The consultant will be responsible for completing a re-evaluation of the approved environmental document due to the discovery of new ROW needed to complete the project. The approval of the Re-evaluation will necessitate a cultural resource assessment and approval process through MDOT and MDAH.

**4 RIGHT OF WAY SERVICES (UP TO 2 PARCELS)**

Agenda Item # 15  
July 16, 2024  
(Wright, Lumumba)

#### **4.1 Title Investigating Services**

A completed Title Investigation shall be performed and a Title Report for each parcel ownership (2 total) shall be prepared in compliance with applicable State and Federal Laws and Regulations. The title report shall include all pertinent information normally included in a title report, and shall include all liens and encumbrances against the property and any title defect

#### **4.2 Appraisal Services**

An appraisal report for each parcel (up to 2) of property to be acquired for the project shall be completed by an independent appraiser who is both qualified and experienced. Mississippi Department of Transportation appraisal procedures shall be followed and the appraisal report shall conform with all applicable federal and state laws and regulations. The appraisal reports shall contain a "before and after" appraisal where applicable, and state the highest and best use of the property. The appraisal value of the property to be acquired will separately state the value allocated to the land, improvements and damages to the remainder, if any. Uneconomic remainders, if any, shall be identified, and the value separately stated. The appraiser shall contact each property owner or his authorized representative, and invite same to accompany him as he inspects the property and be given an MDOT Acquisition Guide, which explains the Appraisal Process and document such contact in the appraisal report.

#### **4.3 Appraisal Review Services**

An appraisal is to be reviewed by independent appraiser who is both qualified, and experienced as a Review Appraiser. The appraiser will make a physical review of each parcel (up to 2) to be acquired and of each comparable sale prior to completing the review.

The Review Appraiser as a minimum shall examine each appraisal report for the following:

1. Calculations are mathematically correct
2. Reasoning is clear and documentation is complete
3. Logical consistency in evaluation is maintained throughout the project
4. Value conclusions are fully supported and based on accepted appraisal procedures
5. The property owner contact has been made
6. Uneconomic remainders are properly identified, if any.

The Review Appraiser may approve the value estimated by the appraiser or make an independent estimate of value which will be the basis of the Fair Market Value Offer.

#### **4.4 Acquisition Services**

Right of Way Acquisition Services will be provided in accordance with MDOT Acquisition Regulations and Title 49 Code of "Uniform Act" Federal Regulations, Part 24, and any revisions thereto in effect at the time acquisition services are performed under this Agreement. After this Agreement has been accepted and executed, a Notice to Proceed is received, and the approved right of way plans and property plats with legal descriptions have been received, right of way services will commence. Upon receipt of an appraisal and review appraisal for a parcel (16 Total), a Fair Market Value Offer will be made promptly to the property owners. Acquisition services will include, but are not limited to the following:

1. Preparation of acquisition instruments

2. Fair Market Value Offers prepared
3. Fair Market Value Offers made expeditiously in person to local property owners and for owners more than 50 miles from Clinton, Fair Market Value Offers shall be made by Certified Mail.
4. Each property owner will be provided a MDOT Acquisition Guide and the Fair Market Value Offer will be explained in detail as to how the FMVO was determined.
5. Every reasonable effort will be made to acquire the parcel amicably, and at the Fair Market Value Offer amount.
6. If the property owner rejects the Fair Market Value Offer, and an Administrative Settlement is justifiable to prevent an eminent domain case, such Administrative Settlement will be recommended. If the administrative settlement is approved, a revised Fair Market Value Offer will be prepared, and provided to the property owner.
7. For amicably acquired parcels, a request for payment with the necessary documentation will be submitted.
8. Closing procedures will commence for parcels acquired amicably as follows:
  - a. If there is a mortgage or lien of any kind against the property, a Payoff Statement for each will be obtained and Release of Mortgages or partial Release of Mortgages will be obtained.
  - b. When all liens and encumbrances such as title defects have been cleared, the property owner may receive the balance of the Fair Market Value Offer.
9. After final payment has been made for a parcel, the executed Acquisition Instrument along with all Releases of Mortgages and Partial Releases of Mortgages will be recorded in the Hinds County Chancery Clerk's Office.
10. When all acquisition services have been completed for a parcel, the original file including all required and necessary documentation will be submitted to Neel-Schaffer, Inc. for the permanent records of the Hinds County.
11. In the case where a parcel cannot be acquired amicably and is recommended that the parcel be acquired through eminent domain procedures, the original file along with pertinent and required documentation will be submitted for use in the eminent domain case, and for the permanent records of the Hinds County Chancery Clerk.

#### 4.5 Payment and Closings

Before requiring the owner to surrender possession of the real property, the LPA shall pay the agreed purchase price to the owner, or in the case of a condemnation, deposit with the court, for the benefit of the owner, an amount not less than the LPA's approved (or recommended) appraisal of the fair market value of such property, or the court award of compensation in the condemnation proceeding for the property, as set forth in 49 CFR 24.102(j). It may be necessary for the CONSULTANT to be present at real property closings.

The CONSULTANT, when submitting a pay package to the OWNER for processing and payment to the landowner(s) shall ensure that all necessary documentation is submitted to the OWNER for their files. The CONSULTANT may utilize the MDOT ROW Operations Manual as reference and utilize The Consultant Checklist, or other similar document; and

WHEREAS, the additional services described above will be performed for the following fees:

Project Management	\$10,000.00
Surveying, property description	\$5,500.00
ROW	\$23,000.00
Environmental Re-evaluation	\$27,000.00
Total	\$65,500.00.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute Supplement Agreement 1 to the Agreement with Neel-Schaffer, Inc. for the additional services described herein at a total additional fee of \$65,500.00.



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE July 9, 2024

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT 1 TO THE AGREEMENT WITH NEEL-SCHAFFER, INC. FOR THE BEASLEY ROAD AT HIGHLAND DRIVE IMPROVEMENTS PROJECT</b>
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	Quality of Life Neighborhood Enhancement
3.	<b>Who/What will be affected</b> <b>Benefits</b>	Residents and students in the vicinity of the intersection of Beasley Road and Highland Drive
4.	<b>Benefits</b>	This Supplement Agreement will allow the project to be completed as originally envisioned.
5.	<b>Schedule</b> <ol style="list-style-type: none"> <li>1. Contract</li> <li>2. Project (Beginning date) (Completion date)</li> </ol>	Upon approval
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	Citywide
7.	<b>Action initiated by:</b> <ul style="list-style-type: none"> <li>▪ Mayor's Office <input type="checkbox"/></li> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Department of Public Works
8.	<b>COST</b>	\$65,000.00
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input checked="" type="checkbox"/></li> <li>▪ Enterprise <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	General Fund
10.	<b>EBO participation</b>	ABE _____% WAIVER Yes _____ No _____ N/A _____ AABE _____% WAIVER Yes _____ No _____ N/A _____ WBE _____% WAIVER Yes _____ No _____ N/A _____ HBE _____% WAIVER Yes _____ No _____ N/A _____ NABE _____% WAIVER Yes _____ No _____ N/A _____



**City of Jackson  
Department of Public Works**

**To: Hon. Chokwe A. Lumumba, Mayor**

**From: Louis Wright, Chief Administrative Officer**

**Council Agenda Item Briefing Memo**

**Agenda Item:** ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT 1 TO THE AGREEMENT WITH NEEL-SCHAFFER, INC. FOR THE BEASLEY ROAD AT HIGHLAND DRIVE IMPROVEMENTS PROJECT

**Council Meeting:** Regular Council Meeting, July 16, 2024

**Consultant/Contractor:** Neel-Schaffer, Inc.

**Purpose:** To acquire right-of-way for drainage improvements necessary to complete the project as envisioned.

**Cost:** \$65,500.00

**Funding Source:** General Fund

**Schedule/Time:** Upon execution of the Supplemental Agreement

**DPW Manager:** Henry Chia

**Background:** During the preliminary design of this signal project and accessories at the intersection of Beasley Road and Highland Drive, Neel-Schaffer, Inc. determined that erosion at a drain beneath Beasley Road would prevent the construction of the sidewalk along the north side of Beasley Road unless the erosion issue is addressed. Addressing the erosion issues requires a permanent easement or right-of-way from property owners adjacent to Beasley Road. The scope of work will include all the maps and land valuation necessary to make offers to acquire the necessary property.

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

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT 1 TO THE AGREEMENT WITH NEEL-SCHAFFER, INC. FOR THE BEASLEY ROAD AT HIGHLAND DRIVE IMPROVEMENTS PROJECT** is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

7/9/24

DATE

Sondra Moncure, *Special Assistant*



Terry Williamson, *Legal Counsel*



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**SCOPE OF DESIGN PHASE SERVICES  
SUPPLEMENTAL AGREEMENT 1**

**Beasley Road at Highland Drive Improvements  
City of Jackson**

The following engineering services shall be performed by the CONSULTANT on behalf of the LPA in accordance with this CONTRACT:

**1 MAPS AND DEEDS (UP TO 2 PARCELS)**

The CONSULTANT shall prepare right-of-way acquisition maps and deeds for up to 2 parcels. The submittals shall closely follow the Standard Operating Procedures for the preparation of right-of-way acquisition maps and deeds as set forth in the 2008 MDOT Survey Manual, Section 6.4 and 6.4.1.

**2 PROJECT MANAGEMENT SCOPE OF WORK**

The CONSULTANT will be responsible for managing the subconsultants, communication with the LPA and MDOT, and ensuring the scope of work, schedule and terms of the CONTRACT are being fulfilled in accordance with the direction from the LPA. Specifically, the CONSULTANT will provide the following:

- Administrative support (to include filing, monthly reimbursement payments, invoicing, monthly status reports, and preparation/distribution of notification letters);
- Management of the subconsultants (to include educating appraisers on the project design; answering access/design questions during the appraisal work; participation in the property owner meetings; interfacing between appraiser and review appraiser; and quality control);
- Preparation/update of overall right-of-way acquisition exhibit;
- Preparation of subcontracts for the subconsultants;
- Meeting with the City and MDOT if required

**3 ENVIRONMENTAL RE-EVALUATION AND CULTURAL RESOURCES ASSESSEMENT**

The consultant will be responsible for completing a re-evaluation of the approved environmental document due to the discovery of new ROW needed to complete the project. The approval of the Re-evaluation will necessitate a cultural resource assessment and approval process through MDOT and MDAH.

**4 RIGHT OF WAY SERVICES (UP TO 2 PARCELS)**

**4.1 Title Investigating Services**

A completed Title Investigation shall be performed and a Title Report for each parcel ownership (2 total) shall be prepared in compliance with applicable State and Federal Laws and Regulations. The title report shall include all pertinent information normally included in a title report, and shall include all liens and encumbrances against the property and any title defect

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## 4.2 Appraisal Services

An appraisal report for each parcel (up to 2) of property to be acquired for the project shall be completed by an independent appraiser who is both qualified and experienced. Mississippi Department of Transportation appraisal procedures shall be followed and the appraisal report shall conform with all applicable federal and state laws and regulations. The appraisal reports shall contain a "before and after" appraisal where applicable, and state the highest and best use of the property. The appraisal value of the property to be acquired will separately state the value allocated to the land, improvements and damages to the remainder, if any. Uneconomic remainders, if any, shall be identified, and the value separately stated. The appraiser shall contact each property owner or his authorized representative, and invite same to accompany him as he inspects the property and be given an MDOT Acquisition Guide, which explains the Appraisal Process and document such contact in the appraisal report.

## 4.3 Appraisal Review Services

An appraisal is to be reviewed by independent appraiser who is both qualified, and experienced as a Review Appraiser. The appraiser will make a physical review of each parcel (up to 2) to be acquired and of each comparable sale prior to completing the review.

The Review Appraiser as a minimum shall examine each appraisal report for the following:

1. Calculations are mathematically correct
2. Reasoning is clear and documentation is complete
3. Logical consistency in evaluation is maintained throughout the project
4. Value conclusions are fully supported and based on accepted appraisal procedures
5. The property owner contact has been made
6. Uneconomic remainders are properly identified, if any.

The Review Appraiser may approve the value estimated by the appraiser or make an independent estimate of value which will be the basis of the Fair Market Value Offer.

## 4.4 Acquisition Services

Right of Way Acquisition Services will be provided in accordance with MDOT Acquisition Regulations and Title 49 Code of "Uniform Act" Federal Regulations, Part 24, and any revisions thereto in effect at the time acquisition services are performed under this Agreement. After this Agreement has been accepted and executed, a Notice to Proceed is received, and the approved right of way plans and property plats with legal descriptions have been received, right of way services will commence. Upon receipt of an appraisal and review appraisal for a parcel (16 Total), a Fair Market Value Offer will be made promptly to the property owners. Acquisition services will include, but are not limited to the following:

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4. Each property owner will be provided a MDOT Acquisition Guide and the Fair Market Value Offer will be explained in detail as to how the FMVO was determined.

- 
5. Every reasonable effort will be made to acquire the parcel amicably, and at the Fair Market Value Offer amount.
  6. If the property owner rejects the Fair Market Value Offer, and an Administrative Settlement is justifiable to prevent an eminent domain case, such Administrative Settlement will be recommended. If the administrative settlement is approved, a revised Fair Market Value Offer will be prepared, and provided to the property owner.
  7. For amicably acquired parcels, a request for payment with the necessary documentation will be submitted.
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    - b. When all liens and encumbrances such as title defects have been cleared, the property owner may receive the balance of the Fair Market Value Offer.
  9. After final payment has been made for a parcel, the executed Acquisition Instrument along with all Releases of Mortgages and Partial Releases of Mortgages will be recorded in the Madison County Chancery Clerk's Office.
  10. When all acquisition services have been completed for a parcel, the original file including all required and necessary documentation will be submitted to Neel-Schaffer, Inc. for the permanent records of the Madison County.
  11. In the case where a parcel cannot be acquired amicably and is recommended that the parcel be acquired through eminent domain procedures, the original file along with pertinent and required documentation will be submitted for use in the eminent domain case, and for the permanent records of the Madison County.

#### **4.5 Payment and Closings**

Before requiring the owner to surrender possession of the real property, the LPA shall pay the agreed purchase price to the owner, or in the case of a condemnation, deposit with the court, for the benefit of the owner, an amount not less than the LPA's approved (or recommended) appraisal of the fair market value of such property, or the court award of compensation in the condemnation proceeding for the property, as set forth in 49 CFR 24.102(j). It may be necessary for the CONSULTANT to be present at real property closings.

The CONSULTANT, when submitting a pay package to the OWNER for processing and payment to the landowner(s) shall ensure that all necessary documentation is submitted to the OWNER for their files. The CONSULTANT may utilize the MDOT ROW Operations Manual as reference and utilize The Consultant Checklist, or other similar document.

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**NOW THEREFORE:** In accordance with the AGREEMENT, the CONSULTANT will provide additional services "for scope of work and fee" as detailed in Exhibit A attached hereto and made a part of the AGREEMENT. This Supplemental Agreement in no way modifies or changes the AGREEMENT of which it becomes a part, except as specifically stated herein.

**OWNER:**

**CITY OF JACKSON**

**CONSULTANT:**

**NEEL-SCHAFFER. INC.**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Exhibit A**

**Summary**

<b>Beasley-Highland Improvements</b>
<b>Hinds County</b>
<b>Neel-Schaffer, Inc.</b>
<b>8-Jul-2024</b>

	<b>Total</b>
<b>Project Management</b>	<b>\$10,000.00</b>
<b>Surveying, property description</b>	<b>\$5,500.00</b>
<b>ROW</b>	<b>\$29,000.00</b>
<b>Environmental Re-evaluation</b>	<b>\$27,000.00</b>
<b>Total</b>	<b>\$65,500.00</b>

DRAFT



16



**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE 1<sup>ST</sup> MAYFAIR END OF SUMMER BLAST.**

**WHEREAS**, the Mayfair Neighborhood Association proudly presents its 1st Annual Mayfair End of Summer Blast to be held on July 27, 2024; and

**WHEREAS**, the Mayfair Neighborhood Association reorganized on May 2, 2023, with the motto of: **“Actively representing the Mayfair Subdivision and members interests in matters of the neighborhood, while supporting community upkeep and a safe environment”**; and

**WHEREAS**, the purpose of this social event (block party) is for the residents throughout the neighborhood to engage in establishing a relationship by getting to know one another simply by learning their neighbors and forming a closer community; and

**WHEREAS**, this event affords the opportunity to strengthen the neighborhood association by increasing its membership and participation. It will also galvanize the community in combating crime and at the same time enjoying families and younger residents as well, before school reopens; and

**WHEREAS**, this grand celebration is being sponsored by the neighborhood association in hopes of having a great success which will be replicated for years to come.

**THEREFORE, IT IS HEREBY RESOLVED**, that the City of Jackson is hereby authorized to support the 1<sup>st</sup> Mayfair End of Summer Blast.

**SO RESOLVED**, this the 16th day of July, 2024.

**Agenda Item No. 16**  
**July 16, 2024**  
**(BANKS)**



17



**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
HONORING AND SUPPORTING THE SONIC BOOM OF THE SOUTH  
MARCHING BAND PARTICIPATION IN THE 136<sup>th</sup> TOURNAMENT OF  
ROSES PARADE PRESENTED BY HONDA ON NEW YEAR’S DAY,  
2025.**

**WHEREAS**, it is befitting for elected officials to recognize, honor and celebrate those institutions whose contributions have an unforgettable impact in the community. As such, the City Council of Jackson, Mississippi wishes to pause to pay tribute to the world renown “Sonic Boom of the South” who exemplifies excellence in performance, pageantry, and showmanship; and

**WHEREAS**, the “Sonic Boom of the South” began in the 1940s consisting of high school and college students, it has become known for intricate, precision marching and the big band sound; and

**WHEREAS**, the “Sonic Boom” has performed many halftime appearances including Usher, the Atlanta Falcons, Detroit Lions, New Orleans Saints, and Cincinnati Bengals. The “Boom” was also requested to perform for the 2021 Presidential Inauguration of President Biden and Vice President, Harris, Super Bowl LVIII Halftime Show, among so many other accolades; and

**WHEREAS**, the “Sonic Boom” has been invited to participate in the 2025 Honda Rose Bowl Parade on New Year’s Day. It is incumbent upon the Jackson City Council to recognize the 24- hour fundraising event titled, “Give the Boom their Roses” on July 19, 2024. This event will provide funds to support the students’ travel to the parade.

**NOW, THEREFORE BE IT RESOLVED**, that the Jackson City Council support the “Sonic Boom of the South” participation in the Honda Rose Bowl Parade to be held on New Year’s Day, 2025.

**Agenda Item No. 17  
July 16, 2024  
(JACKSON CITY COUNCIL)**