

### REGULAR MEETING OF THE CITY COUNCIL CITY OF JACKSON, MISSISSIPPI December 8, 2020 AGENDA 10:00 AM

### CALL TO ORDER BY THE PRESIDENT

### **INVOCATION**

1. **PASTOR J.T. ROBINSON OF NORTHEND C.O.G.I.C.** 

### PLEDGE OF ALLEGIANCE

**PUBLIC HEARING** 

### **INTRODUCTIONS**

#### **PUBLIC COMMENTS**

### CONSENT AGENDA

- 2. NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."
- 3. RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD NOVEMBER 17, 2020 FOR THE FOLLOWING CASES:

2020-1263	2020-1331	2020-1380	2020-1508	2020-1509	2020-1510
2020-1511	2020-1512	2020-1514	2020-1515	2020-1516	2020-1518
2020-1521	2020-1522	2020-1523	2020-1524	2020-1525	

4. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ELLIS TOUCH, LLC, TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1334 - 530 SOUTH STATE STREET - \$803.00. (WARD 7) (HILLMAN, LUMUMBA)

- 5. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ELLIS TOUCH, LLC, TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1228 - 819 RIDGEWAY STREET - \$1,047.00. (WARD 3) (HILLMAN, LUMUMBA)
- 6. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ELLIS TOUCH, LLC, TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1253 - 242 ROOSEVELT STREET - \$1,336.00. (WARD 7) (HILLMAN, LUMUMBA)
- 7. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ELLIS TOUCH, LLC, TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1335 - 4562 NORTH STATE STREET - \$829.50. (WARD 1) (HILLMAN, LUMUMBA)
- 8. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ELLIS TOUCH, LLC, TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1278 - 210 STERLING STREET - \$944.00. (WARD 7) (HILLMAN, LUMUMBA)
- 9. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1371 - 3209 DOWNING STREET - \$4,508.00. (WARD 7) (HILLMAN, LUMUMBA)
- 10. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE

TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-1885 - 425-21 ORIOLE DRIVE - \$4,008.00. (WARD 5) (HILLMAN, LUMUMBA)

- 11. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND PARTEE & ASSOCIATES, LLC, TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1320 - LOT SOUTH OF 108 LAKE OF PINES DRIVE (FORMERLY 102 LAKE OF PINES DRIVE) - \$822.00. (WARD 2) (HILLMAN, LUMUMBA)
- 12. ORDER ACCEPTING PAYMENT OF \$35,351.52 FROM TRANSDEV SERVICES, INC. AS A PROPERTY DAMAGE SETTLEMENT. (HILLMAN, LUMUMBA)

### **INTRODUCTION OF ORDINANCES**

- 13. ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING CHAPTER 26, SECTIONS 26-60 AND 26-511 OF JACKSON CODE OF ORDINANCES, BUILDINGS AND BUILDING REGULATIONS. (HILLMAN, LUMUMBA)
- 14. ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RENAMING GRIFFITH STREET TO JAMES H. MEREDITH DRIVE. (STOKES)
- 15. ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING BAILEY AVENUE (FROM RIDGEWAY STREET TO MAYS STREET) TO LESTER RICHMOND, SR. DRIVE. (STOKES)

### REGULAR AGENDA

- 16. CLAIMS (HORTON, LUMUMBA)
- 17. **PAYROLL (HORTON, LUMUMBA)**
- 18. ORDER CONFIRMING THE MAYOR'S NOMINATION OF PAM CONFER TO THE VICKSBURG/JACKSON FOREIGN TRADE ZONE COMMISSION. (LUMUMBA)
- 19. ORDER CONFIRMING THE MAYOR'S NOMINATION OF JAMES COVINGTON TO THE VICKSBURG/JACKSON FOREIGN TRADE ZONE COMMISSION. (LUMUMBA)
- 20. ORDER CONFIRMING THE MAYOR'S NOMINATION OF LEO OKOLI TO THE VICKSBURG/JACKSON FOREIGN TRADE ZONE COMMISSION. (LUMUMBA)
- 21. ORDER CONFIRMING THE MAYOR'S NOMINATION OF HOSEA HINES TO THE VICKSBURG/JACKSON FOREIGN TRADE ZONE COMMISSION. (LUMUMBA)
- 22. ORDER AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS GRANTING WARM SPRINGS PRODUCTIONS PERMISSION TO FILM CERTAIN MOTION PICTURE IMAGES IN AND AROUND THE CITY TO BE

INCLUDED IN A DOCUMENTARY OF A LOCAL JACKSON RESIDENT WHO STARTED A LOCAL FARM. (LUMUMBA)

- 23. ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC. (SANDERS, LUMUMBA)
- 24. ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO ADD THE PAY RANGE OF CLERK OF THE COUNCIL TO RANGE 33; CHIEF DEPUTY CLERK OF COUNCIL TO 28 AND; DEPUTY CLERK OF COUNCIL TO RANGE 16. (SCOTT, LUMUMBA)
- 25. ORDER AUTHORIZING THE MAYOR TO ACCEPT THE PROPOSAL OF ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC., (HEREAFTER "GALLAGHER") AND ENTER INTO AN AGREEMENT WITH GALLAGHER TO PROVIDE CONSULTING SERVICES FOR THE CITY OF JACKSON'S MEDICAL & DENTAL PLANS FOR ACTIVE AND RETIRED CITY EMPLOYEES DURING THE 2021 & 2022 PLAN YEARS. (SCOTT, LUMUMBA)
- 26. ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE LIFE ENHANCEMENT AND ACHIEVEMENT PROGRAM (LEAP), INC., D/B/A FIRST TEE OF CENTRAL MISSISSIPP, FOR USE OF CITY-OWNED MUNICIPAL GOLF COURSES LOCATED AT 1800 WALTER WELCH DRIVE AND 3200 WOODROW WILSON DRIVE, JACKSON, MISSISSIPPI. (WARDS 3 & 4) (HARRIS, LUMUMBA)
- 27. ORDER AUTHORIZING THE ACCEPTANCE OF ALARM MONITORING AND MAINTENANCE SERVICES FROM SECURITY SUPPORT SERVICES FROM OCTOBER 24, 2020 THROUGH NOVEMBER 30, 2020 AT THREE (3) DEPARTMENT OF PARKS AND RECREATION FACILITIES, AUTHORIZING PAYMENT FOR SAID SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SECURITY SUPPORT SERVICES FOR ALARM MONITORING AND MAINTENANCE SERVICES FOR THE PERIOD OF DECEMBER 1, 2020 THROUGH SEPTEMBER 30, 2021. (WARDS 2, 6 & 7) (HARRIS, LUMUMBA)
- 28. ORDER REVISING THE AGENDA ITEM PASSED BY CITY COUNCIL ON SEPTEMBER 1, 2020, ITEM NUMBER 47, RATIFYING THE ACCEPTANCE OF SERVICES FROM SOUTHERN DUPLICATING OF MS FOR COPY MACHINE SERVICES RENDERED TO MYNELLE GARDENS FROM MAY 1, 2020 THROUGH AUGUST 31, 2020, AUTHORIZING THE PAYMENT FOR SAID SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SOUTHERN DUPLICATING OF MS FOR COPY MACHINE SERVICES TO BE PROVIDED FOR A PERIOD OF SEPTEMBER 1, 2020 THROUGH SEPTEMBER 31, 2021. (WARD 2) (HARRIS, LUMUMBA)
- 29. ORDER RATIFYING THE ACCEPTANCE OF ALARM MONITORING AND MAINTENANCE SERVICES FROM ACADIAN TOTAL SECURITY FOR SERVICES RENDERED TO MYNELLE GARDENS, FROM OCTOBER 1, 2020 THROUGH NOVEMBER 30, 2020, AND AUTHORIZING THE MAYOR

TO EXECUTE AN AGREEMENT WITH ACADIAN TOTAL SECURITY FOR ALARM MONITORING AND MAINTENANCE SERVICES FROM DECEMBER 1, 2020 THROUGH SEPTEMBER 30, 2021. (WARD 2) (HARRIS, LUMUMBA)

- 30. ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH THE CHRISTIANS IN ACTION, INC., AND THE JACKSON POLICE DEPARTMENT FOR AN UNDETERMINED TERM AT THIS TIME. (DAVIS, LUMUMBA)
- 31. ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH PILEUM CORPORATION FOR ITS FUSUS REAL TIME CRIME CENTER TECHNOLOGY SYSTEM, A TECHNOLOGY THAT WILL ENHANCE THE JACKSON POLICE DEPARTMENT FOR YEARS TO COME. (DAVIS, LUMUMBA)
- 32. RESOLUTION OF THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS UPDATING THE CITY OF JACKSON PUBLIC TRANSIT (JTRAN) PROCUREMENT MANUAL POLICY. (HILLMAN, LUMUMBA)
- 33. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH FUSE.CLOUD TO PROVIDE EQUIPMENT AND VOICE OVER INTERNET PROTOCOL (VoIP) AND INTERNET SERVICES FOR TRANSPORTATION SYSTEM AT JTRAN. (HILLMAN, LUMUMBA)
- 34. ORDER AUTHORIZING THE MAYOR TO EXECUTE ONE-YEAR OF THE TWO OPTIONAL YEARS WITH SERVICEMASTER COMMERCIAL CLEANING OF JACKSON TO PROVIDE JANITORIAL SERVICES AND SUPPLIES FOR THE ADMINISTRATION BUILDING AND CUSTOMER SERVICE OFFICE (UNION STATION) OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN). (HILLMAN, LUMUMBA)
- 35. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI REQUIRING NO PARKING DESIGNATION AND NO PARKING SIGNS ON POWERS AVENUE BETWEEN WOODROW WILSON AVENUE AND LAVERNET ROAD. (STOKES)
- 36. RESOLUTION ADOPTING THE 2021 REGULAR COUNCIL MEETING SCHEDULE OF THE JACKSON CITY COUNCIL. (JACKSON CITY COUNCIL)
- 37. ORDER APPOINTING VICTOR ALLEN AS POLICY ANALYST FOR THE CITY OF JACKSON. (STAMPS)
- 38. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ONSITE LABORATORIES DOING BUSINESS AS LABLINQ FOR COVID-19 TESTING OF CITY OF JACKSON EMPLOYEES. (BLAINE, LUMUMBA)

### **DISCUSSION**

- 39. DISCUSSION: THE WESTERN HILLS SUBDIVISION (STAMPS)
- 40. **DISCUSSION: AMR (STOKES)**
- 41. **DISCUSSION: LITIGATION (STOKES)**

**PRESENTATION** 

**PROCLAMATION** 

**RESOLUTIONS** 

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD NOVEMBER 17, 2020 FOR THE FOLLOWING CASES:

2020-1263	2020-1331	2020-1380	2020-1508	2020-1509	2020-1510
2020-1511	2020-1512	2020-1514	2020-1515	2020-1516	2020-1518
2020-1521	2020-1522	2020-1523	2020-1524	2020-1525	

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

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

WHEREAS, hearings were held on November 17, 2020; and

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

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

1) Case #2020-1263: Parcel #573-428 located at 1701 SHEFFIELD DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 1

Scope of Work: Board-up and secure house and cut grass, weeds, bushes, saplings, fence line, and remove trash and debris, tires, tree parts and clean curbside.

2) Case #2020-1331: Parcel #707-123-1 located at 6243 WESLEY ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Board-up and secure house and cut grass, weeds, bushes, saplings, fence line, and remove trash and debris, tires, tree parts and clean curbside.

Consent Agenda Item # 3 Agenda Date: December 8, 2020 (HILLMAN, LUMUMBA) 3) Case #2020-1380: Parcel #645-467 located at 0 ELMS COURT CIRCLE (FORMERLY 204): No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts and clean curbside.

4) Case #2020-1508: Parcel #429-445 located at 135 WOODSIA LANE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

5) Case #2020-1509: Parcel #409-824 located at 4075 WARNER AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

6) Case #2020-1510: Parcel #126-16-33 located at 0 SOUTH DENVER/LOT SOUTH OF 316 SOUTH DENVER: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

7) Case #2020-1511: Parcel #126-16-11 located at 0 SOUTH DENVER/LOT SOUTH OF 327 SOUTH DENVER STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

8) Case #2020-1512: Parcel #126-16-43 located at 256 SOUTH DENVER STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

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Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

9) Case #2020-1514: Parcel #175-2 located at 1680 SOUTH GALLATIN STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

10) Case #2020-1515: Parcel #175-65 located at 0 GALILEE STREET/LOT WEST OF 401 GALILEE STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

11) Case #2020-1516: Parcel #150-11 located at 429 ROSE STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

12) Case #2020-1518: Parcel #608-10 located at 3114 TERRY ROAD: After hearing testimony from owner MARY YERROU, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded fourteen (14) days to cure expiring December 1, 2020. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

13) Case #2020-1521: Parcel #101-77 located at 606 STONEWALL STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

14) Case #2020-1522: Parcel #72-17 located at 1030 NORTH FARISH STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

15) Case #2020-1523: Parcel #4851-811-10 located at 1091 DAVIS COVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

16) Case #2020-1524: Parcel #634-80-1 located at 1115 RAYMOND ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, fallen tree (parts & limbs), wooden boards/crates, appliances/old furniture, building materials/old bricks, tires; and clean curbside.

17) Case #2020-1525: Parcel #635-525 located at 1771 SHADY LANE DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, fallen tree (parts & limbs), wooden boards/crates, appliances/old furniture, building materials/old bricks, tires; and clean curbside.

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

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

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

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

ITEM#	
AGENDA	

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 11/17/2020 DATE

	POINTS	C O M M E N T S		
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to clean private property.		
2.	Public Policy Initiative         1. Youth & Education         2. Crime Prevention         3. Changes in City Government         4. Neighborhood Enhancement         5. Economic Development         6. Infrastructure and Transportation         7. Quality of Life	<ol> <li>Neighborhood Enhancement</li> <li>Crime Prevention</li> <li>Quality of Life</li> </ol>		
3.	Who will be affected	All City of Jackson residents		
4.	Benefits	The cleaning of the private properties listed on the agenda will remove threats to the health and safety and welfare of surrounding residents.		
5.	Schedule (beginning date)	To be determined pending execution of contracts.		
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	CITYWIDE		
7.	Action implemented by: City Department Consultant	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DEPARTMENT		
8.	COST	To be determined pending execution of contracts.		
9.	Source of Funding  General Fund Grant Bond Other	COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS GENERAL FUNDS		
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A         AABE       %       WAIVER       yes       no       N/A         WBE       %       WAIVER       yes       no       N/A         HBE       %       WAIVER       yes       no       N/A         NABE       %       WAIVER       yes       no       N/A		

Revised 2-04

Department of Planning and Development



200 South President Street Post Office Box 17 Jackson, Mississippi 39205-0017

### MEMORANDUM

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TO:Mayor Choke A. LumumbaVia:Jordan Hillman<br/>Director, Planning and DevelopmentFrom:Community Improvement<br/>Planning and Development

DATE: November 17, 2020

Re: Agenda Item

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

Thank you for your consideration.

**Office of the City Attorney** 

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

# **OFFICE OF THE CITY ATTORNEY**

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF TE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD NOVEMBER 17, 2020 FOR THE FOLLOWING CASES:

2020-1263	2020-1331	2020-1380	2020-1508	2020-1509	2020-1510
2020-1511	2020-1512	2020-1514	<b>2020-1</b> 515	2020-1516	2020-1518
2020-1521	2020-1522	2020-1523	2020-1524	2020-1525	

is legally sufficient for placement in NOVUS Agenda.

11/18/20

Timothy Howard, City Attorney Chandra Gayten, Deputy City Attorney

DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ELLIS TOUCH, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1334 – 530 SOUTH STATE STREET – \$803.00 – WARD 7

WHEREAS, on September 15, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on September 1, 2020 for Case 2020-1334 located in Ward 7 of the City of Jackson; and

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

WHEREAS, ELLIS TOUCH, LLC appeared next on the rotation list and through its representative, Carl L Ellis, agreed to board-up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 530 SOUTH STATE STREET for the sum of \$803.00; and

WHEREAS, ELLIS TOUCH, LLC has a principal office address of 2614 Harriotte Avenue, Jackson Mississippi 39209.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with ELLIS TOUCH, LLC to board up and secure structure(s) and/or cut vegetation and remedy conditions on the property located at 530 SOUTH STATE STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$803.00 shall be paid to ELLIS TOUCH, LLC for the services provided from funds budgeted for the Division.

> Consent Agenda Item # 4 Agenda Date: December 8, 2020 (HILLMAN, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 11/12/2020 DATE

	POINTS	C O M M E N T S
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	Public Policy Initiative         1. Youth & Education         2. Crime Prevention         3. Changes in City Government         4. Neighborhood Enhancement         5. Economic Development         6. Infrastructure and Transportation         7. Quality of Life	<ol> <li>Neighborhood Enhancement</li> <li>Crime Prevention</li> <li>Quality of Life</li> </ol>
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
б.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	CITYWIDE
	Action implemented by: City Department Consultant	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
<b>]</b> ,	COST	\$ 803.00
).	Source of Funding  General Fund Grant Bond Other	GENERAL FUNDING (001-444.70-6447)
0.	EBO participation	ABE       %       WAIVER       yes       no       N/A         AABE       %       WAIVER       yes       no       N/A         WBE       %       WAIVER       yes       no       N/A         HBE       %       WAIVER       yes       no       N/A         HBE       %       WAIVER       yes       no       N/A         NABE       %       WAIVER       yes       no       N/A

Department of Planning and Development



200 South President Street Post Office Box 17 Jackson, Mississippi 39205-0017

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

- FROM: Jordan Hillman, Director Planning and Development
- DATE: November 12, 2020
- Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with ELLIS TOUCH, LLC for the board- up and securing of structure(s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1334.

Thank you for your prompt consideration.

**Office of the City Attorney** 

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

# **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ELLIS TOUCH, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1334- 530 SOUTH STATE STREET- \$803.00 is legally sufficient for placement in NOVUS Agenda.

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Chandra Gayten, Deputy City Attorney

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ELLIS TOUCH, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A ( $\sim$  MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1228 - 819 RIDGEWAY STREET - \$1,047.00 - WARD 3

WHEREAS, on August 18, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 14, 2020 for Case 2020-1228 located in Ward 3 of the City of Jackson; and

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

WHEREAS, ELLIS TOUCH, LLC appeared next on the rotation list and through its representative, Carl L. Ellis, agreed to board-up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 819 RIDGEWAY STREET for the sum of \$1,047.00; and

WHEREAS, ELLIS TOUCH, LLC has a principal office address of 2614 Harriotte Avenue, Jackson Mississippi 39209.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with ELLIS TOUCH, LLC to board up and secure structure(s) and/or cut vegetation and remedy conditions on the property located at 819 RIDGEWAY STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,047.00 shall be paid to ELLIS TOUCH, LLC for the services provided from funds budgeted for the Division.

> Consent Agenda Item # 5 Agenda Date: December 8, 2020 (HILLMAN, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 11/12/2020 DATE

	POINTS	COMMENTS
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	Public Policy Initiative         1. Youth & Education         2. Crime Prevention         3. Changes in City Government         4. Neighborhood Enhancement         5. Economic Development         6. Infrastructure and Transportation         7. Quality of Life	<ol> <li>Neighborhood Enhancement</li> <li>Crime Prevention</li> <li>Quality of Life</li> </ol>
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	CITYWIDE
7.	Action implemented by: <ul> <li>City Department</li> <li>Consultant</li> </ul>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$ 1,047.00
9.	Source of Funding  General Fund Grant Bond Other	GENERAL FUNDING (001-444.70-6447)
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A         AABE       %       WAIVER       yes       no       N/A         WBE       %       WAIVER       yes       no       N/A         HBE       %       WAIVER       yes       no       N/A         NABE       %       WAIVER       yes       no       N/A

Department of Planning and Development



200 South President Street Post Office Box 17 Jackson, Mississippi 39205-0017

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman, Director Planning and Development

DATE: November 12, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with ELLIS TOUCH, LLC for the board- up and securing of structure(s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1228.

Thank you for your prompt consideration.

**Office of the City Attorney** 

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

# **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ELLIS TOUCH, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1228- 819 RIDGEWAY STREET- \$1,047.000 is legally sufficient for placement in NOVUS Agenda.

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Chandra Gayten, Deputy City Attorney

18/2/20 DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ELLIS TOUCH, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1253 – 242 ROOSEVELT STREET – \$1,336.00 – WARD 7

WHEREAS, on September 1, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on September 1, 2020 for Case 2020-1253 located in Ward 7 of the City of Jackson; and

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

WHEREAS, ELLIS TOUCH, LLC appeared next on the rotation list and through its representative, Carl L Ellis, agreed to board-up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 242 ROOSEVELT STREET for the sum of \$1,336.00; and

WHEREAS, ELLIS TOUCH, LLC has a principal office address of 2614 Harriotte Avenue, Jackson Mississippi 39209.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with ELLIS TOUCH, LLC to board up and secure structure(s) and/or cut vegetation and remedy conditions on the property located at 242 ROOSEVELT STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,336.00 shall be paid to ELLIS TOUCH, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 6 Agenda Date: December 8, 2020 (HILLMAN, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 11/12/2020 DATE

	POINTS	COMMENTS		
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.		
2.	Public Policy Initiative         1. Youth & Education         2. Crime Prevention         3. Changes in City Government         4. Neighborhood Enhancement         5. Economic Development         6. Infrastructure and Transportation         7. Quality of Life	<ol> <li>Neighborhood Enhancement</li> <li>Crime Prevention</li> <li>Quality of Life</li> </ol>		
3.	Who will be affected	All City of Jackson residents		
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.		
5.	Schedule (beginning date)	To be determined pending execution of contracts.		
б.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	CITYWIDE		
7.	Action implemented by: <ul> <li>City Department</li> <li>Consultant</li> </ul>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION		
8.	COST	@ 1 227 00		
9.	Source of Funding General Fund Grant Bond Other Other	\$ 1,336.00 GENERAL FUNDING (001-444.70-6447)		
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A         AABE       %       WAIVER       yes       no       N/A         WBE       %       WAIVER       yes       no       N/A         HBE       %       WAIVER       yes       no       N/A         NABE       %       WAIVER       yes       no       N/A		

Revised 2-04

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Department of Planning and Development



200 South President Street Post Office Box 17 Jackson, Mississippi 39205-0017

## **MEMORANDUM**

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman, Director Planning and Development

DATE: November 12, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with ELLIS TOUCH, LLC for the board- up and securing of structure(s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1253.

Thank you for your prompt consideration.

**Office of the City Attorney** 

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

# **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ELLIS TOUCH, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1253- 242 ROOSEVELT STREET- \$1,336.00 is legally sufficient for placement in NOVUS Agenda.

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Chandra Gayten, Deputy City Attorney

12/2/20 DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ELLIS TOUCH, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1335 – 4562 NORTH STATE STREET – \$829.50 – WARD 1

WHEREAS, on September 15, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on September 1, 2020 for Case 2020-1335 located in Ward 1 of the City of Jackson; and

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

WHEREAS, ELLIS TOUCH, LLC appeared next on the rotation list and through its representative, Carl L Ellis, agreed to board-up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 4562 NORTH STATE STREET for the sum of \$829.50; and

WHEREAS, ELLIS TOUCH, LLC has a principal office address of 2614 Harriotte Avenue, Jackson Mississippi 39209.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with ELLIS TOUCH, LLC to board up and secure structure(s) and/or cut vegetation and remedy conditions on the property located at 4562 NORTH STATE STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$829.50 shall be paid to ELLIS TOUCH, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 7 Agenda Date: December 8, 2020 (HILLMAN, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 11/12/2020

DATE

POINTS		C O M M E N T S		
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.		
2.	Public Policy Initiative         1. Yooth & Education         2. Crime Provention         3. Changes in City Government         4. Neighborhood Enhancement         5. Economic Development         6. Infrastructure and Transportation         7. Quality of Life	<ol> <li>Neighborhood Enhancement</li> <li>Crime Prevention</li> <li>Quality of Life</li> </ol>		
3.	Who will be affected	All City of Jackson residents		
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.		
5.	Schedule (beginning date)	To be determined pending execution of contracts.		
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	CITYWIDE		
7.	Action implemented by: City Department Consultant	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION		
8.	COST	\$ 829.50		
9.	Source of Funding General Fund Grant Bond Other	GENERAL FUNDING (001-444.70-6447)		
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A         AABE       %       WAIVER       yes       no       N/A         WBE       %       WAIVER       yes       no       N/A         HBE       %       WAIVER       yes       no       N/A         NABE       %       WAIVER       yes       no       N/A		

Department of Planning and Development



200 South President Street Post Office Box 17 Jackson, Mississippi 39205-0017

## **MEMORANDUM**

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman, Director Planning and Development

DATE: November 12, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with ELLIS TOUCH, LLC for the board- up and securing of structure(s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1335.

Thank you for your prompt consideration.

**Office of the City Attorney** 

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

# **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ELLIS TOUCH, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1335- 4562 NORTH STATE STREET- \$829.50 is legally sufficient for placement in NOVUS Agenda.

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Chandra Gayten, Deputy City Attorney

12/2/20 DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ELLIS TOUCH, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1278 - 210 STERLING STREET - \$944.00 - WARD 7

WHEREAS, on September 11, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 17, 2018 for Case 2018-1278 located in Ward 7 of the City of Jackson; and

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

WHEREAS, ELLIS TOUCH, LLC appeared next on the rotation list and through its representative, Carl L Ellis, agreed to board-up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 210 STERLING STREET for the sum of \$944.00; and

WHEREAS, ELLIS TOUCH, LLC has a principal office address of 2614 Harriotte Avenue, Jackson Mississippi 39209.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with ELLIS TOUCH, LLC to board up and secure structure(s) and/or cut vegetation and remedy conditions on the property located at 210 STERLING STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$944.00 shall be paid to ELLIS TOUCH, LLC for the services provided from funds budgeted for the Division.

> Consent Agenda Item # 8 Agenda Date: December 8, 2020 (HILLMAN, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET <u>11/12/2020</u> DATE

	POINTS	C O M M E N T S		
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.		
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life		<ol> <li>Neighborhood Enhancement</li> <li>Crime Prevention</li> <li>Quality of Life</li> </ol>		
3.	Who will be affected	All City of Jackson residents		
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.		
5.	Schedule (beginning date)	To be determined pending execution of contracts.		
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	CITYWIDE		
7.	Action implemented by: City Department Consultant	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION		
8.	COST	\$ 944.00		
9.	Source of Funding   General Fund  Grant  Bond  Other	GENERAL FUNDING (001-444.70-6447)		
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A         AABE       %       WAIVER       yes       no       N/A         WBE       %       WAIVER       yes       no       N/A         HBE       %       WAIVER       yes       no       N/A         NABE       %       WAIVER       yes       no       N/A		

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Department of Planning and Development



200 South President Street Post Office Box 17 Jackson, Mississippi 39205-0017

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman, Director Planning and Development

DATE: November 12, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with ELLIS TOUCH, LLC for the board- up and securing of structure(s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-1278.

Thank you for your prompt consideration.

**Office of the City Attorney** 

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

# **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ELLIS TOUCH, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1278- 210 STERLING STREET- \$944.00 is legally sufficient for placement in NOVUS Agenda.

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Chandra Gayten, Deputy City Attorney

12/2/ 20 DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1371 – 3209 DOWNING STREET – \$4,508.00 – WARD 7

WHEREAS, on September 1, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on September 17, 2018 for Case 2018-1371 located in Ward 7 of the City of Jackson; and

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

WHEREAS, LOVE TRUCKING CO., INC appeared next on the rotation list and through its representative, Dennis Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3209 DOWNING STREET for the sum of \$4,508.00; and

WHEREAS, LOVE TRUCKING CO., INC has a principal office address of 761 Woodlake Drive, Jackson Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with LOVE TRUCKING CO., INC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 3209 DOWNING STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,508.00 shall be paid to LOVE TRUCKING CO., INC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 9 Agenda Date: December 8, 2020 (HILLMAN, LUMUMBA)

## · CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/12/2020 DATE

	POINTS	COMMENTS
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	Public Policy Initiative         1. Youth & Education         2. Crime Prevention         3. Changes in City Government         4. Neighborhood Enhancement         5. Economic Development         6. Infrastructure and Transportation         7. Quality of Life	<ol> <li>Neighborhood Enhancement</li> <li>Crime Prevention</li> <li>Quality of Life</li> </ol>
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	WARD 7
7.	Action implemented by: City Department Consultant	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$4,508.00
9.	Source of Funding  General Fund Grant Bond Other	GENERAL FUNDS (001-444-70-6485)
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A         AABE       %       WAIVER       yes       no       N/A         WBE       %       WAIVER       yes       no       N/A         HBE       %       WAIVER       yes       no       N/A         NABE       %       WAIVER       yes       no       N/A         NABE       %       WAIVER       yes       no       N/A

Department of Planning and Development

1



200 South President Street Post Office Box 17 Jackson, Mississippi 39205-0017

# **MEMORANDUM**

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman, Director Planning and Development

DATE: November 12, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with LOVE TRUCKING CO., INC for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-1371.

Thank you for your prompt consideration.

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

# **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WIC CONSTITUTE A MENACE TO PUBLIC HEALLT, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1371- 3209 DOWNING STREET- \$4,508.00 is legally sufficient for placement in NOVUS Agenda.

Chandra Gayten, Deputy City Attorney

12/8/2020 DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-1885 – 425-21 ORIOLE DRIVE – \$4,008.00 – WARD 5

WHEREAS, on January 30, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on October 24, 2017 for Case 2017-1885 located in Ward 5 of the City of Jackson; and

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

WHEREAS, LOVE TRUCKING CO., INC, appeared next on the rotation list and through its representative, Dennis Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 425-21 ORIOLE DRIVE for the sum of \$4,008.00; and

WHEREAS, LOVE TRUCKING CO., INC, has a principal office address of 761 Woodlake Drive, Jackson Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with LOVE TRUCKING CO., INC, to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 425-21 ORIOLE DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,008.00 shall be paid to LOVE TRUCKING CO., INC, for the services provided from funds budgeted for the Division

> Consent Agenda Item # 10 Agenda Date: December 8, 2020 (HILLMAN, LUMUMBA)

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

**OFFICE OF THE CITY ATTORNEY** 

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2017-1885- 425-41 ORIOLE DRIVE- \$4,008.00 is legally sufficient for placement in NOVUS Agenda.

3

Timothy Howard, City Attorney Chandra Gayten, Deputy City Attorney

8/24/20

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/17/2020 DATE

	POINTS	COMMENTS	
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.	
2.	Public Policy Initiative         1. Youth & Education         2. Crime Prevention         3. Changes in City Government         4. Neighborhood Enhancement         5. Economic Development         6. Infrastructure and Transportation         7. Quality of Life	<ol> <li>Neighborhood Enhancement</li> <li>Crime Prevention</li> <li>Quality of Life</li> </ol>	
3.	Who will be affected	All City of Jackson residents	
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.	
5.	Schedule (beginning date)	To be determined pending execution of contracts.	
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	WARD 5	
7.	Action implemented by:         • City Department         • Consultant	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT	
8.	COST	\$4,008.00	
9,	Source of Funding         • General Fund         • Grant         • Bond         • Other	GENERAL FUNDS (001-444.70-6485)	
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A         AABE       %       WAIVER       yes       no       N/A         WBE       %       WAIVER       yes       no       N/A         HBE       %       WAIVER       yes       no       N/A         NABE       %       WAIVER       yes       no       N/A	

Revised 2-04

1

Department of Planning and Development



200 South President Street Post Office Box 17 Jackson, Mississippi 39205-0017

# **MEMORANDUM**

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman, Director Planning and Development

DATE: August 17, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with LOVE TRUCKING CO., INC. for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2017-1885.

Thank you for your prompt consideration.

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

# **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-1885 - 425-21 ORIOLE DRIVE - \$4,008.00 - WARD 5 is legally sufficient for placement in NOVUS Agenda.

Cour

Chandra Gayten, Deputy City Attorney

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND PARTEE & ASSOCIATES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1320 – LOT SOUTH OF 108 LAKE OF PINES DRIVE (FORMERLY 102 LAKE OF PINES DRIVE) – \$822.00 – WARD 2

The ATTORNE

WHEREAS, on September 17, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on August 27, 2019 for Case 2019-1320 located in Ward 2 of the City of Jackson; and

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

WHEREAS, PARTEE & ASSOCIATES LLC appeared next on the rotation list and through its representative, Christopher Partee agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tree parts, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at LOT SOUTH OF 108 LAKE OF PINES DRIVE (FORMERLY 102 LAKE OF PINES DRIVE) for the sum of \$822.00; and

WHEREAS, PARTEE & ASSOCIATES LLC has a principal office address of 334 Park Lane, Jackson Mississippi 39212.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with PARTEE & ASSOCIATES LLC to cut vegetation and remedy conditions on the property located at LOT SOUTH OF 108 LAKE OF PINES DRIVE (FORMERLY 102 LAKE OF PINES DRIVE) deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER ORDERED** that a sum not to exceed \$822.00 shall be paid to PARTEE & ASSOCIATES LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 11 Agenda Date: December 8, 2020 (HILLMAN, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 11/18/2020

DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	<ol> <li>Neighborhood Enhancement</li> <li>Crime Prevention</li> <li>Quality of Life</li> </ol>	
3.	Who will be affected	All City of Jackson residents	
4.	Benefits The cleaning of the private properties will improve the conditions of communi and will also remove threats to the health, safety and welfare of surrounding residents.		
5.	Schedule (beginning date)	To be determined pending execution of contracts.	
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	CITYWIDE	
7.	Action implemented by: City Department Consultant	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	COST	# 020.00	
9.	Source of Funding   General Fund  Grant  Bond  Other	\$ 822.00 GENERAL FUNDING (001-444.70-6447)	
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A         AABE       %       WAIVER       yes       no       N/A         WBE       %       WAIVER       yes       no       N/A         HBE       %       WAIVER       yes       no       N/A         NABE       %       WAIVER       yes       no       N/A	

Revised 2-04

Department of Planning and Development



200 South President Street Post Office Box 17 Jackson, Mississippi 39205-0017

# **MEMORANDUM**

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman, Director Planning and Development

DATE: November 18, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with PARTEE & ASSOCIATES LLC for the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1320.

Thank you for your prompt consideration.

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

# **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND PARTEE & ASSOCIATES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1320 - LOT SOUTH OF 108 LAKE OF PINES DRIVE (FORMERLY 102 LAKE OF PINES DRIVE - \$822.00 - WARD 2 is legally sufficient for placement in NOVUS Agenda.

Char

Chandra Gayten, Deputy City Attorney

#### ORDER ACCEPTING PAYMENT OF \$35,351.52 FROM TRANSDEV SERVICES, INC. AS A PROPERTY DAMAGE SETTLEMENT

IT IS, HEREBY, ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$35,351.52 as property damage settlement from Transdev for damage sustained to the City of Jackson Transit 2013 Ford Entourage (Bus#784) on May 20, 2020.

Item No.: Agenda Date: December 8, 2020 By: (Welch, Hillman, Lumumba)

Agenda Item # J2 Agenda Date: December 8, 2020 (HILLMAN, LUMUMBA)

I	POINTS	COMMENTS	
1.	Brief Description/Purpose	ORDER ACCEPTING PAYMENT OF \$35,351.52 FROM TRANSDEV SERVICES, INC. AS A PROPERTY DAMAGE SETTLEMENT	
2.	Public Policy Initiative1. Youth & Education2. Crime Prevention3. Changes in City Government4. Neighborhood Enhancement5. Economic Development6. Infrastructure & Transportation7. Quality of Life	6. Infrastructure & Transportation.	
3.	Who will be affected	N/A	
4.	Benefits	N/A	
5.	Schedule (beginning date)	N/A	
6.	Location:	Department of Planning & Development/Office of Transportation/All Wards	
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation	
8.	COST	\$35,351.52	
9.	Source of Funding General Fund Grant Bond Other	N/A	
10.	EBO participation	DBE       %       WAIVER yes       no       N/A         AABE       %       WAIVER yes       no       N/A       X         WBE       %       WAIVER yes       no       N/A       X         HBE       %       WAIVER yes       no       N/A       X         HBE       %       WAIVER yes       no       N/A       X         NABE       %       WAIVER yes       no       N/A       X	

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 12/8/20

# **MEMORANDUM**

TO: Chokwe A. Lumumba, Mayor

THRU: Jordan Hillman, Director Department of Planning & Development

FROM: Christine F. Welch, Deputy Director Office of Transportation

DATE: November 24, 2020

RE: Agenda Item for December 8, 2020 City Council Meeting

On May 20, 2020 @ 12:50pm, Bus#784 was involved in an incident on 767 Lakeland Drive, Jackson, MS (University Physicians). The vehicle was operated by a Transdev's employee, in which no injuries were reported. The City received a settlement offer from Transdev in the amount of \$35,351.52.

It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as a property damage settlement. If you have any questions, please call Christine Welch, Deputy Director (601) 960-1909 or e-mail <u>cwelch@jacksonms.gov</u>.

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

# **OFFICE OF THE CITY ATTORNEY**

THE CARE OF MANDUNE This ORDER ACCEPTING PAYMENT OF \$35, 351.52 FROM TRANSDEV SERVICES, INC. AS A PROPERTY DAMAGE SETTLEMENT is legally sufficient for placement in NOVUS Agenda.

Court

Chandra Gayten, Deputy City Attorney

#### ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING CHAPTER 26, SECTIONS 26-60 AND 26-511 OF JACKSON CODE OF ORDINANCES, BUILDINGS AND BUILDING REGULATIONS

WHEREAS, Chapter 26, Buildings and Building Regulations of the Code of Ordinances of the City of Jackson, Mississippi, establishes rules and regulations for construction permits, construction codes, and contractor licenses; and

WHEREAS, the City of Jackson finds it necessary to amend rules and regulations relating to construction codes in order to continue to reasonably protect public life, safety, and property through the enforcement of construction codes and minimum standards to safeguard life or limb, health, property and public welfare; and

WHEREAS, there have been substantial updates in published building codes since the adoption of the 2012 International Building Code Family; and

WHEREAS, the Department of Planning and Development recommends the adoption of the 2018 International Building Code Family.

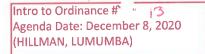
# THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT:

SECTION 1. Chapter 26, Section 26-60 of the Code of Ordinances of the City of Jackson, Mississippi, is hereby deleted and replaced to read as follows:

#### Sec. 26-60. - Adopted.

The following codes, with amendments, and subject to identified modifications, amendments and exclusions, as provided herein, are hereby adopted by reference as though they were copied herein fully.

- (a) The International Building Code, 2018 Edition (with amendments). Subject to the following: to Section 101.1 insert "The City of Jackson, Mississippi"; to Section 1612.3 insert "The City of Jackson, Mississippi"; to Section 1612.3 insert "Thirty (30) days after issuance"; to Section 3412.2 insert "Thirty (30) days after issuance"; adopt appendixes A, B, D, E, F, G, I, J, K, Q;
- (b) The International Existing Building Code, 2018 Edition (with amendments). Subject to the following: adopt appendixes A, B, & C;
- (c) The National Electrical Code, 2017 Edition;
- (d) The International Residential Code, 2018 Edition (with amendments). Subject to the following: to section R101.1 insert "The City of Jackson, Mississippi"; to section P2603.5.1 insert "Twelve (12) inches in two locations"; delete section R313; delete section P2904; delete chapter 11; adopt appendixes A, B, C, D, E, G, H, I, J, M, N, O, P, & Q;
- (e) The International Mechanical Code, 2018 Edition (with amendments). Subject to the following: adopt appendixes A, & B;



- (f) The International Fuel Gas Code, 2018 Edition (with amendments). Subject to the following: adopt appendixes A, B, C, & D;
- (g) The International Plumbing Code, 2018 Edition (with amendments). Subject to the following: adopt appendixes A, B, C, D, E, & F.

SECTION 2. Chapter 26, Section 26-511 of the Code of Ordinances of the City of Jackson, Mississippi, is hereby deleted and replaced to read as follows:

#### Sec. 26-511. - Code adopted.

That a certain document, three copies of which are on file in office of the City Clerk of the City of Jackson, Mississippi, being marked and designated as The International Property Maintenance Code, 2018 edition, as published by the International Code Council, be and is hereby adopted as the property maintenance code of the city for regulating and governing the conditions and maintenance of all property, buildings and structures, by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided, providing for the issuance of permits and collection of fees thereof; and each and all of the regulations, provisions, penalties, conditions and terms of said property maintenance code on file in the office of the city clerk and hereby referred to, adopted, and made part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in section 26-512 of this article.

SECTION 3. Should any sentence, paragraph, subdivision, clause, phrase, or section of this Article be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Article as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Code of Ordinances of the City of Jackson, Mississippi, as a whole.

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SECTION 4. The preceding amendments and revisions to the Building Ordinance of the City of Jackson, Chapter 26 of the Code of Ordinances, City of Jackson, Mississippi, shall be published and effective 30 days after passage, in accordance with Mississippi Code of 1972, 21-13-11 (1972 as amended).

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET December 10, 2020

### DATE

POINTS		COMMENTS	
1.	Brief Description	Ordinance amending sections of Chapter 26 Buildings and Building Regulations of the Code of Ordinances of the City of Jackson.	
2.	Public Policy Initiative         1. Youth & Education         2. Crime Prevention         3. Changes in City         Government         4. Neighborhood         Enhancement         5. Economic         Development         6. Infrastructure and         Transportation         7. Quality of Life	olicy Initiative     4, 5, 7       Crime Prevention     4, 5, 7       Changes in City     5       Government     6       Neighborhood     6       Enhancement     6       Sconomic     6       Development     6       Infrastructure and     6	
3.	Who will be affected	Residents and Contractors doing business with the City of Jackson Office of Code Services	
4.	Benefits	The 2018 codes update and clarify prior code series and are more inclusive of current technology and trends.	
5.	Schedule (beginning date)	Upon Effective Date after approval	
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	All Wards Yes	
7.	Action implemented by: City Department Consultant	Department of Planning and Development Code Services Division	
8.	COST	Cost of Publication of Ordinance	
9.	Source of Funding <ul> <li>General Fund</li> <li>Grant</li> <li>Bond</li> <li>Other</li> </ul>	General Fund	
10.	EBO participation	ABE       % WAIVER       yes       no       N/A         AABE       % WAIVER       yes       no       N/A         WBE       % WAIVER       yes       no       N/A         HBE       % WAIVER       yes       no       N/A         NABE       % WAIVER       yes       no       N/A	

Department of Planning and Development



200 South President Street Post Office Box 17 Jackson, Mississippi 39205-0017

### **MEMORANDUM**

To:	Mayor Chokwe Antar Lumumba	
From:	Jordan Rae Hillman, AICP Director, Department of Planning and Development	
Date:	November 20, 2020	

Subject: Agenda Item for City Council Meeting – Adoption of 2018 Building Code Family.

Attached you will find an item for the agenda replacing certain sections of Chapter 26 of the Code of Ordinances governing Buildings and Building Regulations. These amendments are replacing references to the 2012 International Building Code Family and replacing them with the 2018 International Building Code Family.

The city is currently governed by the 2012 International Building Code family that was adopted in February of 2015. The Office of Code services is recommending that the more modern 2018 International Building Code family be adopted.

Please free to contact Jordan Hillman at 601-960-2004 with any questions or clarifications you may have.

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**

A 960-, OFFICE OF THE CAN ATTORNEY This ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING CHAPTER 26, SECTIONS 26-60 AND 26-511 OF JACKSON CODE OF ORDINANCES, BUILDINGS AND BUILDING REGULATIONS is legally sufficient for placement in NOVUS Agenda.

Dant

Chandra Gayten, Deputy City Attorney

## ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING BAILEY AVENUE (FROM RIDGEWAY STREET TO MAYS STREET) TO LESTER RICHMOND, SR. DRIVE

WHEREAS, The late Mr. Lester Richmond, Sr., an educator and former principal of Walton Elementary School, whose family continues to live in Jackson; and

WHEREAS, Mr. Lester Richmond, Sr. shall be remembered for his dedication to the students and community surrounding Walton Elementary School; and

WHEREAS, Mr. Lester Richmond, Sr. and his legacy shall be a recognizable part of the history of the community by the designation of this street in his honor.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames Bailey Avenue (from Ridgeway Street to Mays Street) to Lester Richmond, Sr. Drive.

SO ORDAINED, this the \_\_\_\_\_ day of December, 2020.

Agenda Item No. Date: December 8, 2020 BY: STOKES

Intro to Ordinance 🟦 🕴 🕺 14
Agenda Date: December 8, 2020
(STOKES)

>

### ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING BAILEY AVENUE (FROM RIDGEWAY STREET TO MAYS STREET) TO LESTER RICHMOND, SR. DRIVE

WHEREAS, The late Mr. Lester Richmond, Sr., an educator and former principal of Walton Elementary School, whose family continues to live in Jackson; and

WHEREAS, Mr. Lester Richmond, Sr. shall be remembered for his dedication to the students and community surrounding Walton Elementary School; and

WHEREAS, Mr. Lester Richmond, Sr. and his legacy shall be a recognizable part of the history of the community by the designation of this street in his honor.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames Bailey Avenue (from Ridgeway Street to Mays Street) to Lester Richmond, Sr. Drive.

SO ORDAINED, this the \_\_\_\_\_ day of December, 2020.

Agenda Item No.\_\_\_\_ Date: December 8, 2020 BY: STOKES

Intro to Ordinance #1.15
Agenda Date: December 8, 2020
Intro to Ordinance #1, 5 Agenda Date: December 8, 2020 (HILLMAN, LUMUMBA)

### ORDER CONFIRMING THE MAYOR'S NOMINATION OF PAM CONFER TO THE VICKSBURG/JACKSON FOREIGN TRADE ZONE COMMISSION.

WHEREAS, the Vicksburg/Jackson Foreign Trade Zone Commission consists of five (5) members, for a term of four (4) years; and

WHEREAS, Pam Confer, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS THEREFORE ORDERED that the Mayor's appointment of Pam Confer to the Vicksburg/Jackson Foreign Trade Zone Commission be confirmed with said term to expire December 8, 2024.

Agenda Item # 14
Agenda Date: December 8, 2020
(LUMUMBA)

## PAMELA M. CONFER

#### **EDUCATION**

JACKSON STATE UNIVERSITY, JACKSON, MS **Ph.D. Student, Public Policy and Administration,** (dissertation stage) Specialization: Program Management/Urban Management

JACKSON STATE UNIVERSITY, JACKSON, MS Master of Public Policy and Administration, 1996 Specialization: Environmental Management, Policy and Planning

LANE COLLEGE, JACKSON, TN Bachelor of Arts Degree, Sociology, 1993 Minor: Communications

#### CREDENTIALS

2008-Present	Consultant/Instructor, Mississippi State Personnel Board
2008-Present	Federal Grants Reviewer, U.S. Dept. of Health and Human Services, et. al
2008-2009	Professor, Seminar in Public Speaking, Belhaven College
2006	Federal Grants Management Certificates, Management Concepts, Inc.: - Audit of Federal Grants and Cooperative Agreements - Federal Assistance Law - Advanced Cost Principles
	•
	- Cost Principles: OMB Circulars A-21, A-122, A-87 and FAR 31.2
	- Uniform Administrative Requirements for Grants: OMB A-102 and 2 CFF Part 215
	- Monitoring Grants and Cooperative Agreements for Federal Personnel
	- Introduction of Grants and Cooperative Agreements for Federal Personnel
2005	Emergency Management Institute Certificates:
2000	IS-00650 Building Partnerships with Tribal Communities
	IS-001100.FW Introduction to Command System, ICS-100
	IS-00700 National Incident Management System (NIMS), an Introduction
	IS-00200.FW Basic Incident Command System, ICS-200 for Federa Disaster Workers
	IS-00800 National Response Plan (NRP), an Introduction
2000-2004	Registered Lobbyist, State of Mississippi

#### PAMELA M. CONFER, 2 of 4

2000	Certified Community Developer (CCD), University of Arkansas, Conway
1999	Graduate, National Center for Community Education (NCCE), Flint, Michigan

#### **EXPERIENCE**

# CONFER CONSULTING AND COMMUNICATIONS, LLC, JACKSON, MS 1805 Lake Trace Drive, Jackson, MS 39211

President, 2000-Present

- Facilitate soft-skills and cultural diversity training for communities and corporations
- Manage local and national political, community/economic development and public/ media relations projects
- Facilitate capacity-building, brand development, and effective communications train ing for small businesses
- Provide crisis management, change-management, and human resources consultations and seminars

#### NISSAN NORTH AMERICA, MISSISSIPPI

300 Nissan Drive, Canton, MS 39046

Director of Community and Public Relations, June 2014- July 2019

- Served as spokesperson for Nissan North America in Mississippi; bi-lingual, Spanish
- Managed community relations, public relations, and crisis management strategies
- Developed and audited CSR programs and initiatives to bolster and sustain external stakeholder relationships
- Served as a senior liaison for interdepartmental collaborations and strategic community partnerships

#### CITY OF JACKSON, JACKSON, MS

200 South President Street, Jackson, MS 39205

Deputy Director for Economic Development/Equal Business Opportunity (EBO) Officer, 2009-2014

- Managed economic development projects and initiatives for the City of Jackson
- Revamped and managed minority business inclusion program for all procurement categories for city contracts over \$50,000
- Developed and facilitated strategic certification outreach initiatives for minority businesses

#### PAMELA M. CONFER, 3 of 4

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), JACKSON, MS Area Field Office (AFO), Hurricane Katrina, Jackson, MS Hazard Mitigation Grants Program (HMGP) Lead, Fall 2005- Winter 2006

- Managed the development and evaluation of construction mitigation projects consis-. tent with state, tribal and local priorities identified in multi-hazard plans
- Provided guidance and training to team members, as well as state and local officials on ÷ grants management and HMGP operations
- Facilitated internal/external meetings and briefings, serving as subject matter expert

#### AWARDS AND HONORS

2019	Proclamation from Governor Phil Bryant, "Mississippi Beautiful Day" (May 10)
2018	"Tourism Visionary" Award, Visit Jackson
2018	Community Service Award, Latin American Business Association
2017	First Woman, African-American President, Canton Chamber Main Street Assn.
2017	"Woman of the Year," Jackson Advocate Newspaper
2017	"Hometown Hero," Jackson Convention and Visitors Bureau
2016	"Woman of Distinction," Girl Scouts Council of Greater Mississippi
2015	"Top 50 Leading Businesswomen in MS," MS Business Journal
2013	"Woman of the Year Finalist," MS Commission on the Status of Women
2013	"Chairman's Award," MS Minority Business Alliance (MMBA)
2008-2009	First Woman Constable, Hinds County, MS
2005/07/08	Top Three Regional Professional Speaker, Toastmasters International
2006	Public Service Award, Robinson-Watson Book Company
2004	"Top 40 Under 40," Mississippi Business Journal
1999-Present	Various Awards for Public Speaking, Toastmasters International
1999	"Rookie of the Year," Public Relations Association of Mississippi (PRAM)
1994-1996	EPA/Fannie Lou Hamer Fellowship
1995	Alpha Epsilon Lambda Graduate Honor Society

### PAMELA M. CONFER, 4 of 4

### AFFILIATIONS

2019-Present	Planning Commissioner, City of Canton
2017-Present	MS Center for Non-Profits, Board Member
2017-Present	MS Girls' Choir, Board Member
2016-Present	MS Food Network, Board Member
2015-Present	Jackson Convention and Visitors Bureau, Board Member
2015-Present	Sunset Rotary of the Capital Area, Charter Member
2015-2019	Chamber of Commerce, Board Member/President, City of Canton
2014-Present	Lane College Alumni Association, Life Member
2013-Present	Greater Jackson Chamber, Talent Attraction/Retention Committee
2013-Present	MS Minority Business Alliance, Executive Vice-President, Presenter
2011-Present	Women for Progress, Inc., Board Member
2010-Present	Alamo Theater, Board Member
2010-Present	Latin American Business Association, Founding Board Member
2007-Present	Dress for Success of Mississippi, Presenter/Mentor
2007-Present	Girl Scouts Council of Greater Mississippi, Volunteer/Presenter
2007-Present	Jackson Heart Study, Community Health Advisors Network, Vice-chair
2007	Federal Bureau of Investigators (FBI), Citizens' Academy Graduate
2007	Parents for Public Schools, Parent Leadership Institute Graduate
2006-Present	Jackson Public Schools District, Volunteer/Presenter
2006-Present	Jackson 2000, Board Member
1999-Present	Jackson Public Schools, 21st Century Programs Advisory Board Chair
1999-Present	Leadership Jackson Alumna (Class of 1999-2000)
1999-Present	Parents for Public Schools, Volunteer/Presenter
1996-Present	Capital City Toastmasters International, President (2002)
1993-Present	Alpha Kappa Alpha Sorority, Inc., Beta Chi, Beta Delta Omega
1997-2004	Public Relations Association of Mississippi (PRAM), Past Board Member
1999-2003	The Clarion-Ledger Newspaper, Community Advisory Council
1997-2002	National Association of Partners in Education (NAPE)

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# **OFFICE OF THE CITY ATTORNEY**

This ORDER CONFIRMING THE MAYOR'S NOMINATION OF PAM CONFER TO THE VICKSBURG/JACKSON FOREIGN TRADE ZONE COMMISSION is legally sufficient for placement in NOVUS Agenda.

<u>/s/Monica D. Allen</u> Special Assistant

DATE

## ORDER CONFIRMING THE MAYOR'S NOMINATION OF JAMES COVINGTON TO THE VICKSBURG/JACKSON FOREIGN TRADE ZONE COMMISSION.

WHEREAS, the Vicksburg/Jackson Foreign Trade Zone Commission consists of five (5) members, for a term of four (4) years; and

WHEREAS, James Covington, after evaluation of his qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS THEREFORE ORDERED that the Mayor's appointment of James Covington to the Vicksburg/Jackson Foreign Trade Zone Commission be confirmed with said term to expire December 8, 2024.

	Agenda Item # 🛀 🧣
	Agenda Date: December 8, 2020
l	(LUMUMBA)

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## **ABOUT COVINGTON**

James E. Covington has always been passionate about serving others and making bold moves as a visionary leader. From his early years as a high school quarterback to his creation of a national model for transforming blighted communities through empowering African-Amerian businesses, James has been a strategic leader, striving to empower everyone he meets. CONTACT ME



## **EDUCATIONS**

After graduating from Yazoo City High School, Covington served his country by enlisting in the U. S. Army. Following his honorable discharge from the Army, Covington enrolled at Jackson State University and earned a Bachelor of Science degree in Industrial Technology in three years.

### **EMPLOYMENT**

Covington's professional career began when he was recruited by Mississippi Power & Light Company's (now Entergy) Engineering Department. He would make history twice at the company. He became the first African-American manager as Manager of Consumer Relations at MP&L. Covington also made history when he lobbled the Mississippi State Legislature for the company, becoming the first African-American registered lobbyist in Mississippi.

### **BUSINESS OWNERSHIP**

For 26 years, as a serial entrepreneur, Covington has focused on entrepreneurship and owns three information technology (iT) companies. He is president of Impact411.com, an online interactive business marketplace and mobile app designed to help grow African-American businesses by connecting them to local and national buyers. Covington is president of IVision IT Consultants a firm that offers innovative IT solutions to help companies leverage their brand and expand their market reach. Covington is the owner of ImpactTickets.com, a national ticket platform rivaling Ticketmaster and others. He is also the COO for SRS INC., a National COVID-19 Solution company.

## PUBLICATIONS

His book "From Civil Rights To Silver Rights: We Need An Economic Movement" is a groundbreaking playbook for building unprecedented wealth in the African-American community and the inspiration for Impact411.com. In the recent released sequel, "Converting Political Power To Economic Power" James urges African-Americans to refocus their attention on meeting our historical challenge of converting political power to economic power.

## LEADERSHIP

His leadership positions include: Board Chairman of The Mississippi Urban League, Past President of Anderson United Methodist Men; Past President of Jackson-Hinds Jackson State University (JSU) Alumni Association; Past President of the Farish Street Festival; Past Vice Chair of Veteran Memorial Stadium; JSU Tiger Fund Founding member; Life Member JSU National & Local Alumni Associations . Search committee member for JSU president and Athelic Director.

### BOARDS

Covington has served on many boards and commissions including: Hinds Co. Economic Development Authourity, Mississippi Veterans Memorial Stadium; Jackson State University-Jackson Hinds Alumni Association; JSU Tiger Fund; Anderson United Methodist Men; Farish Street Festival; Jackson Urban League; Salvation Army Energy Assistance; Jackson State University Blue Bengal Athletic Association; and the Jackson Chapter of the NAACP.

#### COMMUNITY

Covington has served his community over the years working as a technology instructor at Jackson State University (JSU). He has dedicated time and committed dollars to his beloved alma mater, and mentoring and hiring college students and countless funds to help grow African-Amercian businesses. When Jackson Mayor Harvey Johnson was elected as Jackson's first African-American mayor, he called on James to chair his Technology Transition Team. A long-time member of Anderson United Methodist Church serving in many ministries and leadership roles.

FICE OF THE 455 East Capitol Street Post Office Box 2779 Jackson, Mississippi 39207-7079 Telephone: (601) 960-1799 Facsimile: (601) 960-1756 A TORNE P

# **OFFICE OF THE CITY ATTORNEY**

This ORDER CONFIRMING THE MAYOR'S NOMINATION OF JAMES COVINGTON TO THE VICKSBURG/JACKSON FOREIGN TRADE ZONE COMMISSION is legally sufficient for placement in NOVUS Agenda.

<u>/s/Monica D. Allen</u> Special Assistant

DATE

#### ORDER CONFIRMING THE MAYOR'S NOMINATION OF LEO OKOLI TO THE VICKSBURG/JACKSON FOREIGN TRADE ZONE COMMISSION.

WHEREAS, the Vicksburg/Jackson Foreign Trade Zone Commission consists of five (5) members, for a term of four (4) years; and

WHEREAS, Leo Okoli, after evaluation of his qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS THEREFORE ORDERED that the Mayor's appointment of Leo Okoli to the Vicksburg/Jackson Foreign Trade Zone Commission be confirmed with said term to expire December 8, 2024.

Agenda	ltem # 1	20	
Agenda	Date: Decei	mber 8,	2020
(LUMUN	/IBA)		

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# **OFFICE OF THE CITY ATTORNEY**

This ORDER CONFIRMING THE MAYOR'S NOMINATION OF LEO OKOLI TO THE VICKSBURG/JACKSON FOREIGN TRADE ZONE COMMISSION is legally sufficient for placement in NOVUS Agenda.

/s/Monica D. Allen **Special Assistant** 

# ORDER CONFIRMING THE MAYOR'S NOMINATION OF HOSEA HINES TO

WHEREAS, the Vicksburg/Jackson Foreign Trade Zone Commission consists of five (5) members, for a term of four (4) years; and

WHEREAS, Hosea Hines, after evaluation of his qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS THEREFORE ORDERED that the Mayor's appointment of Hosea Hines to the Vicksburg/Jackson Foreign Trade Zone Commission be confirmed with said term to expire December 8, 2024.

> Agenda Item # · 21 Agenda Date: December 8, 2020 (LUMUMBA)



Pastor Hosea J. Hines Pastor, Christ Tabernacle Church Jackson, Mississippi

Hosea J. Hines was born in Jackson, Mississippi. The son of a Baptist minister, he received his early education at Westside School in Jackson and in the public schools of Rockford, Illinois.

He has studied theology, psychology and accounting at Rock

Valley College and American Baptist Theological Seminary Extension in Rockford, Illinois, Judson Christian University in Elgin, Illinois, Tougaloo College, Jackson State University in Jackson, Mississippi and received an Honorary Doctor of Divinity Degree from Lift Bible Crusade College and Seminary Incorporated in Ocean Springs, Mississippi. He continues to study and learn through formal study, field-based experience and leadership development.

Hosea J. Hines is God fearing, God loving and a master teacher and Bible scholar, who has a voice that is informing, inspiring, compassionate, and motivating.

In 1978 he organized New Fellowship Baptist Church with 14 persons, within 8 years increased the congregation to 175 and purchased a 100,000.00 church seating 350 and 26 class rooms.

1978-85 Served as Police Chaplain for the Rockford, IL Police Department.

In 1985 relocated to Tucson, AZ to pastor the Grace Temple Baptist Church, starting with 250 members grew to over 800 in 4 years. Add an 8 a.m. worship service, 9 new deacons, and 12 new ministries. In 3 years tripled the church's annual budget.

1990 -2009 -Pastor Hosea J. Hines was pastor of College Hill Missionary Baptist Church in Jackson, Mississippi for almost 19 years. Under his pastorate, College Hill grew into a large diversified congregation with over 1200 members and developed 20 vital ministries for internal study and development and external outreach. In 2001 he led the church in building a 1.3 million dollar family life center and paid it off in January of 2009.

He is an alumnus of the 1993 Class of Leadership Jackson, has served as mentor in the Jackson public school system, served as President of Jackson Branch NAACP and West Jackson Community Development Corporation. During Hurricane Katrina he served as chair of Metro Jackson Long Term Recovery Task Force for the Counties of Hinds, Madison, Warren and Rankin.

Presently he is President of 100 Concerned Clergy for a Better Jackson and Leader of A New Day In America Coalition and a Commissioner for the Mississippi Access to Justice Commission appointed by the Mississippi State Supreme Court. He has also served on several boards, including Leadership Jackson, United Way, Mississippi Food Network, Community of Hope Credit Union, Central Urban Ministries (Stewpot), Metro: YMCA, Central Mississippi Planning and Development District Area Agency on Aging and Mississippi Religious Leaders Conference and worked with Mission Mississippi and Mendenhall Ministries.

Pastor Hines helped organized West Jackson Community Development Corporation and served as President for 12 years. He assisted the CDC in raising over 35 million for community improvement, built a \$17.6 million dollar student apartment complex The Palisades @ E-City for students of Jackson State University, was awarded a 1.7 million dollar grant, Youth Built to assist teenagers and young adult in getting their GED and to become employable, built 25 new houses for low income persons and participated in the rehabbing of over 35 homes in the west Jackson community.

In 1999 he helped organized 100 Concern Clergy for a Better Jackson and raised over\$225,000.00 for Jackson Metro community and was a co-founder of Hope Credit Union

In August 2009 God led Pastor Hines in organizing the Christ Tabernacle Church in Jackson, Ms. Moving forward on a new mission with a new vision. Christ Tabernacle is a church of Kingdom Witnesses, Kingdom Workers and Kingdom Worshipers (St. John 4). God really blessed and shown his favor by adding 48 new members in the first opening worship service. In the first year God added 4 new ministers, 7 new deacons, over 240 members, a church building furnished, church school, bible study and 15 new ministries. In the second year 2011 CTC out grew its first home at 4915 I 55 North and the church grew to over 400 members and plans were under way to purchasing a new church facility.

On April 18, 2011, through God's favor he led CTC in purchasing a 1.2 million dollar new facility located at 1201 Cooper Rd. 2 Brick Buildings on 22 Acers

- 400+ Seat Sanctuary
- 100+ Seat Children Church
- over 10 Class Rooms
- 7 Offices
- 2 Kitchens
- Health and Wellness Room

Now with 1700+ members 28 ministers, 20 deacons, 43 ministries and The Triangle of Hope Community Development Corporation.

Plans are under way for:

- CTC Learning Academy (Day Care)
- CTC New Breed Academy (School)
- CTC New Breed (College)
- CTC Credit Union

Pastor Hines has relieved over 150 awards and honors.

Pastor Hines and his wife, Sherian, are parents of 5 daughters and 4 sons, grandparents of 26 grandchildren and great grandparents of 11.

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N. A.

# **OFFICE OF THE CITY ATTORNEY**

This ORDER CONFIRMING THE MAYOR'S NOMINATION OF HOSEA HINES TO THE VICKSBURG/JACKSON FOREIGN TRADE ZONE COMMISSION is legally sufficient for placement in NOVUS Agenda.

/s/Monica D. Allen Special Assistant

# ORDER AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS GRANTING WARM SPRINGS PRODUCTIONS PERMISSION TO FILM CERTAIN MOTION PICTURE IMAGES IN AND AROUND THE CITY TO BE INCLUDED IN A DOCUMENTARY OF A LOCAL JACKSON RESIDENT WHO STARTED A LOCAL FARM

WHEREAS, Warm Springs Productions seeks permission from the City of Jackson, Mississippi ("City") to film motion picture images in and around the City of Jackson on December 8-10, 2020; and

WHEREAS, An American Story, which is being produced by Warm Springs Productions, includes a section highlighting a local resident farmer in the City of Jackson; and

WHEREAS, Warm Springs Productions is desirous of highlighting the City of Jackson and filming certain scenic shots of the City and including the same in the documentary of the local Jackson resident who started a local farm.

IT IS HEREBY ORDERED that the Mayor is authorized to execute documents granting Warm Springs Productions permission to film motion picture images in and around the City of Jackson on December 8-10, 2020.

> Item: 222 Date: December 8, 2020 By: (Lumumba)

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# **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS GRANTING WARM SPRINGS PRODUCTIONS PERMISSION TO FILM CERTAIN MOTION PICTURE IMAGES IN AND AROUND THE CITY TO BE INCLUDED IN A DOCUMENTARY OF A LOCAL JACKSON RESIDENT WHO STARTED A LOCAL FARM is legally sufficient for placement in NOVUS Agenda.

Chandra Gayten, Deputy City Attorney

<u>12/4/2020</u> Date:

#### ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSOND DURING THE COVID-19 PANDEMIC

WHEREAS, on March 14, 2020, the Governor of the State of Mississippi, pursuant to Section 35-15-11(b)(17) of the Mississippi Code of 1972, as amended, declared that a state of emergency exists within the State of Mississippi because of the spread of the COVID-19 virus; and

WHEREAS, the Mayor of the City of Jackson declared a civil emergency in the City of Jackson pursuant to Section 45-17-3 of the Mississippi Code based on the COVID-19 pandemic beginning March 16, 2020; and

WHEREAS, the Jackson City Council declared a state of local emergency throughout the City of Jackson, and the areas encompassed by the boundaries of the City of Jackson pursuant to Section 33-15-17(d) of the Mississippi Code based on the COVID-19 pandemic beginning March 16, 2020; and

WHEREAS, City of Jackson personnel procured various emergency services and commodities pursuant to Section 31-7-13(k) of the Mississippi Code of 1972, in full cooperation with the March 16, 2020 Proclamation of Civil Emergency; and

WHEREAS, said services and commodities were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts as follows:

STAFFERS	COVID-19 Temporary Staff	
POST OFFICE BOX 16466		\$2,425.68
JACKSON, MS 39236-6466		
CINTAS	Weekly Spray and Hand Sanitizing Services	
POST OFFICE BOX 630921		\$94,763.90
CINCINNATI, OH 45263-0921		

IT IS, THEREFORE, ORDERED, payment of the invoices identified herein for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic is hereby authorized.

(SANDERS, LUMUMBA)

Agenda Item #- 7 Agenda Date: December 8, 2020 (SANDERS, LUMUMBA)

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

#### December 8, 2020 DATE

Ρ	OINTS	COMMENTS		
1.	Brief Description/Purpose	Authorizing payment of invoices for certain services and commodities that were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts.		
2.	Public Policy Initiative         1. Youth & Education         2. Grime Prevention         3. Changes in City Government         4. Neighborhood Enhancement         5. Economic Development         6. Infrastructure and Transportation         7. Quality of Life	Quality of Life		
3.	Who will be affected	Department of Constituent Services, neighborhood associations, community stakeholders, public in general, and others participating in program		
4.	Benefits	program. Authoring payment of invoices for certain services and commodities that were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts.		
5.	Schedule (beginning date)	Upon council approval		
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	Citywide		
  7.	Action implemented by: • City Department • Consultant	Mayor's Office		
8.	COST	\$97,189.58		
         	Source of Funding General Fund Grant Bond Other	Order authoring payment of invoice for certain services and commodities purchase for the purpose of advancing the public health, safety and welfare of the city of Jackson during the COVID-19 Pandemic.		
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A       X         AABE       %       WAIVER       yes       no       N/A       X         WBE       %       WAIVER       yes       no       N/A       X         HBE       %       WAIVER       yes       no       N/A       X         HBE       %       WAIVER       yes       no       N/A       X         NABE       %       WAIVER       yes       no       N/A       X		

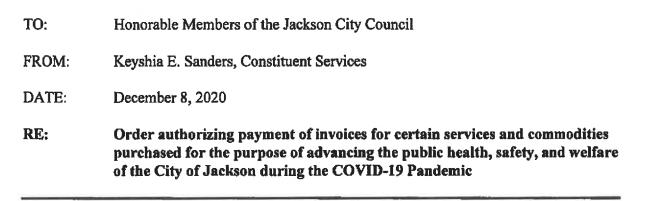
Revised 2-04

# MEMORANDUM

OFFICE OF THE OFFICE OF AN INTROPARTY

Office of the Mayor (601) 960-1084





The Department of Constituent Services is requesting that said services and commodities were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts.

OFFICE CT THE CITY 455 East Capitol Stream Post Office Box 2779 Jackson, Mississippi 39207-2979 Telephone: (601) 960-1799 Facsimile: (601) 960-1756

# **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC is legally sufficient for placement in NOVUS Agenda.

<u>/s/Monica D. Allen</u> Special Assistant

# ORDER AUTHORIZING THE MAYOR TO ACCEPT THE PROPOSAL OF ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES INC (HEREAFTER "GALLAGHER") AND ENTER INTO AN AGREEMENT WITH GALLAGHER TO PROVIDE CONSULTING SERVICES FOR THE CITY OF JACKSON'S MEDICAL & DENTAL PLANS FOR ACTIVE AND RETIRED CITY EMPLOYEES DURING THE 2021 & 2022 PLAN YEARS

WHEREAS, the City of Jackson has had a contractual relationship with Gulf States Administrators to provide consulting services for its medical and dental plans for several years; and

WHEREAS, the principal of Gulf States Administrators - Ed Kahalley informed the Department of Personnel Management that he will be retiring and discontinue providing services effective December 31, 2020 when the current medical and dental plan year ends; and

WHEREAS, the Department of Personnel Management informally solicited a Request For Information (RFI) from four (4) entities concerning the provision of consulting services and provision of a GASB 75 report; and

WHEREAS, the four (4) entities solicited to provide information were (1) BXS Insurance Consulting (2) Fisher Brown Bottrell (3) Gallagher and (4)Ross & Yerger; and

WHEREAS, the Department of Personnel Mangement received responses to the Request for Information solicitation on November 3, 2020; and

WHEREAS, BXS provided the following response concerning the provision of consulting services and the GASB 75 report:

BXS INSURANCE: Contract Basis 01/01/2021-12/31/2021 Maximum: \$150,000.00 Annually billed Monthly Premium of \$12,500 GASB 75: \$13,000.00 TOTAL: \$163,000.00

WHEREAS, FISHER BROWN BOTTRELL provided the following response concerning the provision of consulting services and the GASB 75 report:

> FISHER BROWN BOTTRELL: Contract Basis 01/01/2021-12/31/2021 Maximum: \$80,000 Annually billed Monthly Premium of approximately \$6,700 GASB 75: \$23,000.00 TOTAL: \$103,000.00

WHEREAS, Ross and Yerger, provided the following response concerning the provision of consulting services and the GASB 75 report:

ROSS & YERGER: Contract Basis 01/01/2021-12/31/2021 Maximum: \$40,000 Annually billed Monthly Premium of approximately \$3,300

> Agenda Item 24 December 8, 2020 (Scott,Lumumba)

#### GASB 75: \$16,000.00 TOTAL: \$66,000.00

WHEREAS, ARTHUR GALLAGHER RISK MANAGEMENT SERVICES INC provided the following response concerning the provision of consulting services and the GASB 75 report:

#### GALLAGHER: Contract Basis 01/01/2021-12/31/2022

#### Year 1

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Medical, Dental, and GASB 75 services provided at an annual fee of \$40,400 3% commission on reinsurance estimated at \$15,600 Life Insurance commission as the new broker of record Maximum GASB 75: \$10,000.00 TOTAL: \$76,000.00

#### <u>Year 2</u>

Medical, Dental, and GASB 75 services provided at an annual fee of \$44,400 3% commission on reinsurance estimated at \$15,600 Life Insurance commission as the new broker of record Maximum GASB 75: \$10,000.00 TOTAL: \$80,000.00

WHEREAS, Gallagher Risk Management Services is located at 1076 Highland Colony Parkway, Suite 300 Ridgeland, MS 39157 and indicated in its response that Conner Gunn will be the principal consultant but the area President, Tracee McPherson will serve as a co-consultant; and

WHEREAS, the proposal of Ross and Yerger is the least in cost; and

WHEREAS, Ross and Yerger currently provides insurance products to the City of Jackson, which raises the question of its ability to provide independent recommendations on the medical and dental plans; and

WHEREAS, Gallagher Risk Management Services proposal is the next least expensive in cost for the services sought to be retained;

WHEREAS, it is recommended that the City accept the response of Gallagher Risk Risk Management Services and execute a contract for consulting services and the provision of the GASB 75;

IT IS, THEREFORE, ORDERED that Option # 3 contained with the offer Gallagher to provide professional consulting services to the City of Jackson's Medical and Dental Plan, and process the GASB 75 report on the basis of single and family coverage for active and retired city employees participating in the City's self funded health insurance plan be accepted. IT IS FINALLY ORDERED that the Mayor be authorized to execute the necessary documents to effectuate said insurance.

APPROVED FOR AGENDA:	Initials	Date
Director of Personnel Management		
EBO Officer		
Finance		
Budgeted: Yes No		
Account Number	<u>057-558.70-6495</u>	
Legal		
CAO		
Mayor's Office		
	Item:	
	A second s	Datas

Agenda Date: By: Scott, Lumumba

(Approved for Agenda by: Scott, Lumumba)

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CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET \_\_\_\_\_ December 08, 2020

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DATE

P	OINTS	COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO ACCEPT THE PROPOSAL OF ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES INC (HEREAFTER "GALLAGHER") AND ENTER INTO AN AGREEMENT WITH GALLAGHER TO PROVIDE CONSULTING SERVICES FOR THE CITY OF JACKSON'S MEDICAL & DENTAL PLANS FOR ACTIVE AND RETIRED CITY EMPLOYEES DURING THE 2021 & 2022 PLAN YEARS
2.	Public Policy Initiative         1. Youth & Education         2. Crime Prevention         3. Changes in City Government         4. Neighborhood Enhancement         5. Economic Development         6. Infrastructure and Transportation         7. Quality of Life	Change in City Government
3.	Who will be affected	All City Departments, assigned employees
4.	Benefits	
5.	Schedule (beginning date)	Upon approval by the council
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide
  7.	Action implemented by: § City Department § Consultant	Department of Personnel Management
8.	COST	
9.	Source of Funding § General Fund § Grant § Bond § Other	General Fund
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A         AABE       %       WAIVER       yes       no       N/A         WBE       %       WAIVER       yes       no       N/A         HBE       %       WAIVER       yes       no       N/A         NABE       %       WAIVER       yes       no       N/A

#### MEMORANDUM

- TO: Mayor Chokwe A. Lumumba
- FROM: Toya Martin, Deputy Director Personnel Management
- DATE: November 30, 2020

1.10

#### **RE**: ORDER AUTHORIZING THE MAYOR TO ACCEPT THE PROPOSAL OF ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES INC (HEREAFTER "GALLAGHER") AND ENTER INTO AN AGREEMENT WITH GALLAGHER TO PROVIDE CONSULTING SERVICES FOR THE CITY OF JACKSON'S MEDICAL & DENTAL PLANS FOR ACTIVE AND RETIRED CITY EMPLOYEES DURING THE 2021 & 2022 PLAN YEARS

The Department of Personnel Management is recommending that the City accepts the proposed offer of professional services from Gallagher Insurance Consulting Firm.

THE CHIEN PORT 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 ACCEPT THE PROPOSAL OF ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES INC AND ENTER INTO AN AGREEMENT WITH GALLAGHER TO PROVIDE CONSULTING SERVICES FOR THE CITY OF JACKSON'S MEDICAL AND DENTAL PLANS FOR ACTIVE AND RETIRED CITY EMPLOYEES DURING THE 2021 AND 2022 PLAN YEARS is legally sufficient for placement in NOVUS Agenda.

the

Deputy City Attorney

12/2120

DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE LIFE ENHANCEMENT AND ACHIEVEMENT PROGRAM (LEAP), INC., D/B/A FIRST TEE OF CENTRAL MISSISSIPP, FOR USE OF CITY-OWNED MUNICIPAL GOLF COURSES LOCATED AT 1800 WALTER WELCH DRIVE AND 3200 WOODROW WILSON DRIVE, JACKSON, MISSISSIPPI. (WARDS 3 & 4) (HARRIS, LUMUMBA)

WHEREAS, LEAP, Inc., an organization d/b/a The First Tee of Central Mississippi Chapter ("LEAP"), has partnered with the City of Jackson, Mississippi ("City") to introduce the game of golf to youth in the metro Jackson area; and

WHEREAS, LEAP, Inc., will continue to cultivate productive and proactive youth, teach life-enhancing skills, build character and promote diversity in the game of golf, abiding by all mutual agreements with the City; and

WHEREAS, in furtherance of this goal, LEAP, Inc., would like to execute facilities use agreements with the City of Jackson, whereby it is allowed to continue use of the golf course facilities at the Grove Park Municipal Golf Course located at 1800 Walter Welch Drive and the Pete Brown Golf Facility located at 3200 Woodrow Wilson Drive; and

WHEREAS, LEAP, Inc., will provide the City proof of liability insurance in the amount of One Million Dollars (\$1,000,000), and will add the City as an additional insured on or before January 1, 2021; and

WHEREAS, LEAP shall continue to operate its youth golf program in accordance with the rules and regulations established by the Pete Brown Golf Facility, Grove Park Junior Golf and the City of Jackson.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Facilities Use Agreement with LEAP, INC., an organization d/b/a The First Tee of Central Mississippi Chapter, for its continued use of the Pete Brown Municipal Golf Course and the Sonny Guy Municipal Golf Course for the period beginning on the last date of execution by both parties, and ending on December 31, 2021, unless terminated earlier.

IT IS FURTHER ORDERED that a copy of said agreement be filed for record in the Office of City Clerk.

ITEM #: DATE: BY: HARRIS, LUMUMBA

HARKIS, LUWUWIDA

Agenda Item 25 December 8, 2020 (Harris,Lumumba)

P&R\_LEAP, Inc.-11-12-20(2)

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

	CITY CO	DUNCIL AGENDA ITEM 10 POINT DATA SHEET
	POINTS	COMMENTS
1.	Brief Description	This is a Facility Use Agreement for LEAP, Inc. dba First Tee of Central Mississippi Chapter to introduce the game of golf to youth, utilizing the Grove Park and Pete Brown, city-owned municipal golf courses.
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation7.Quality of Life	Youth & Education, Crime Prevention, Quality of Life
3.	Who will be affected	Youth participating in youth golf program at the Grove Park Municipal Golf Course and the Pete Brown Golf Facility.
4.	Benefits	Builds character and promotes diversity in the game of golf.
5.	Schedule (beginning date)	Upon Council Approval
6.	Location: WARD	Wards 3 & 4
	CITYWIDE ( <u>yes</u> or no) (area) Project limits if applicable	
7.	Action implemented by: City Department	Department of Parks & Recreation
8.	COST	Naza
		None
9.	Source of Funding General Fund Grant Bond Other	
10.	EBO participation	ABE%WAIVERyesno $\sqrt{1}$ N/A $\sqrt{1}$ AABE%WAIVERyesno $\sqrt{1}$ N/A $\sqrt{1}$ WBE%WAIVERyesno $\sqrt{1}$ N/A $\sqrt{1}$ HBE%WAIVERyesno $\sqrt{1}$ N/A $\sqrt{1}$ NABE%WAIVERyesno $\sqrt{1}$ N/A $\sqrt{1}$

Parks & Recreation Department 1000 Metro Center, Suite 104 Jackson, MS 39209-7503 601-960-0716 (Office) 601-960-1576 (Fax) Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

# Memo

TO:	The Honorable Mayor Chokwe Antar Lumumba Office of the Mayor
FROM:	Ison B. Harris, Jr., Director Department of Parks & Recreation
Cc:	Abram Muhammad, Deputy Director Department of Parks & Recreation
DATE:	November 12, 2020
SUBJECT:	L.E.A.P., Inc. – Facility Use Agreement

The attached agenda item is a Facility Use Agreement between the City and the Life Enhancement and Achievement Program (LEAP), Inc., d/b/a First Tee of Central Mississippi Chapter, utilizing the Pete Brown Golf Facility and Grove Park Golf Course, city-owned municipal golf courses.

The agreement defines the respective responsibilities of both the City and LEAP, Inc., dba First Tee of Central Mississippi Chapter.

IBHjr/pb

#### LIFE ENHANCEMENT AND ACHEIVMENT PROGRAM (LEAP), INC. DBA FIRST TEE – CENTRAL MISSISSIPPI GOLF FACILITY USE AGREEMENT

· 03

This Golf Facility Use Agreement ("Agreement") is entered into on the \_\_\_\_\_ day of <u>December 2020</u> by and between <u>LEAP</u>, <u>Inc.</u>, a 501(c)(3) nonprofit corporation, doing business as <u>First Tee – Central</u> <u>Mississippi</u> ("Chapter") and the <u>City of Jackson</u>, a municipal corporation ("Owner") as owner of the golf facility described on <u>Exhibit A</u> attached hereto ("Golf Facility").

The term of this Agreement shall be effective from the date of execution of this Agreement and shall continue until <u>December 31, 2021</u>. Owner may terminate this Agreement upon three months written notice prior to the end of the initial term or any renewal term, in the event of the Chapter's default hereunder or in the event that the Golf Facility is sold or operations are transferred to another entity.

It is agreed that Owner will provide use and access to the Golf Facility to Chapter participants in accordance with the minimum access and program use requirements of PGA TOUR First Tee Foundation, specifically as follows:

- In cooperation with the Owner, the Chapter will provide and administer golf instruction and/or classroom instruction incorporating First Tee's Life Skills Experience curriculum
- Chapter and Owner will specify and agree upon any and all golf instructors employed by the Chapter.
- Chapter will be responsible for the screening, employment and training of all of the Chapter's employees, including the golf instructors.

- The Chapter and all Chapter golf instructors shall be responsible for the supervision of the participants and shall ensure the safe and respectful use of the Golf Facility by all persons accessing the same under this Agreement.
- Owner will also provide range balls at no charge and free use of the range and practice facility
- Owner will also provide up to sixteen (16) rounds of golf at no cost for each qualified Chapter participant wishing to obtain certification under First Tee's curriculum.
- Chapter and Owner will cooperate to host events in accordance with course availability.
- Green fees for non-certification rounds played by Chapter participants will be set at an appropriate discounted price as agreed by the parties. These fees will be paid by the participants before play or otherwise subsidized by the Chapter or a third party.

The parties expect that the foregoing minimum criteria will likely be exceeded as the parties work together to impact the lives of young people through the game of golf and its values.

- Chapter and Owner will specify and agree upon the hours of operation and use by the Chapter in which the above-described access and use criteria are to be satisfied, and cooperate on all other program and operating matters under this Agreement.
- In determining reasonable access and use, the parties will adhere to First Tee's access guidelines of fully integrating Chapter participants' use into the rhythm of play of the other patrons at the Golf Facility, which means balancing the need for Owner to exclude use by Chapter participants at time of high public use with reasonably convenient times for young people.

 Owner retains the final authority in the event of any dispute as to specific hours of operation or use of the Golf Facility by the Chapter hereunder.

Each party (the "Indemnifying Party") agrees to indemnify, defend and hold the other party and the other party's respective directors, officers, employees and agents (the "Indemnified Party") harmless from and against any and all expenses, damages, claims, suits, actions, judgments, and cost including reasonable attorney's fees, arising out of or in any way connected with the negligent, grossly negligent, reckless, or intentional acts or omissions of the Indemnifying Party, except for claims based upon the Indemnified Party's negligence or misconduct. The terms of this paragraph shall survive the termination of this Agreement.

Chapter shall, at Chapter's expense, obtain and keep in force during the term of this Agreement a policy of combined single limit, public liability, bodily injury and property damages insurance insuring Chapter against any liability arising out of the use of the Golf Facility by the Chapter and all Chapter participants, instructors, employees, officers, agents, contractors, representatives, and invitees. Such insurance shall be a combined single limit policy in an amount no less than One Million (\$1,000,000) Dollars, which insurance shall name Owner as an additional insured. The limits of said insurance shall not, however, limit the liability of Chapter hereunder. In addition to the foregoing, Chapter shall, at Chapter's sole expense, obtain and keep in force during the term of this Agreement a policy of workers compensation insurance covering all Chapter employees who shall work on the Golf Facility.

Neither party may assign its rights under the agreement without the express written consent of the other party. This Agreement shall be governed by <u>Mississippi</u> law and binding upon and inure to the benefit of the Chapter, Owner, and their duly authorized successors and assigns.

3

This Agreement shall not be modified or amended except by a writing signed by all parties. This Agreement constitutes the entire agreement of the parties and supercedes and all prior written and oral agreements and understandings related to the subject matter herein.

#### **CHAPTER**

#### OWNER

Life Enhancement and Achievement City of Jackson, Mississippi Program, Inc. (LEAP)

LEAP Inc. DBA First Tee – Central Mississippi 4209 Lakeland Dr. #304 Flowood, MS 39223 (601) 282-3506

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

#### Exhibit A

Golf Facility

Pete Brown Golf Facility 3200 Woodrow Wilson Dr. Jackson, MS 39213

Grove Park Golf Course 1800 Walter Welch Drive Jackson, MS 39213

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

## **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE LIFE ENHANCEMENT AND ACHIEVEMENT PROGRAM (LEAP), INC., D/B/A FIRST TEE OF CENTRAL MISSISSIPPI, FOR USE OF CITY-OWNED MUNICIPAL GOLF COURSES LOCATED AT 1800 WALTER WELCH DRIVE AND 3200 WOODROW WILSON DRIVE, JACKSON MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.

/s/Monica D. Allen Special Assistant ORDER AUTHORIZING THE ACCEPTANCE OF ALARM MONITORING AND MAINTENANCE SERVICES FROM SECURITY SUPPORT SERVICES FROM OCTOBER 24, 2020 THROUGH NOVEMBER 30, 2020 AT THREE (3) DEPARTMENT OF PARKS AND RECREATION FACILITIES, AUTHORIZING PAYMENT FOR SAID SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SECURITY SUPPORT SERVICES FOR ALARM MONITORING AND MAINTENANCE SERVICES FOR THE PERIOD OF DECEMBER 1, 2020 THROUGH SEPTEMBER 30, 2021. (WARDS 2, 6 & 7) (HARRIS, LUMUMBA)

WHEREAS, the City of Jackson, Department of Parks and Recreation takes great pride in the security, care and maintenance of our park facilities by providing year-round Alarm Monitoring and Maintenance Services, to ensure our patrons are safe with the ability to partake in a pleasing and enjoyable experience; and

WHEREAS, Security Support Services provided monthly scheduled alarm monitoring services to three (3) park facilities October 24, 2020 through November 30, 2020; and

FACILITY	INVOICE	DATE	ACCOUNT	AMOUNT
Dorothy Vest Tennis Center	152090	10-24-20	005-501.26-6419	\$21.95
771 Porter Street, Jackson, MS 39204				
Mynelle Gardens	151839	10-24-20	005-504.80-6240	\$21.95
4736 Clinton Blvd., Jackson, MS 39204				
Tennis Center South	152195	10-24-20	005-501.26-6419	\$21.95
1517 McDowell Rd., Jackson, MS 39204				
	Peri	od Covering	10-24-20 to 11-30-20	\$65.85

WHEREAS, in furtherance to the City of Jackson, the Department of Parks and Recreation will continue to utilize Alarm Monitoring and Maintenance Services for park facilities by Security Support Services for the period of December 1, 2020 through September 30, 2021; and

WHEREAS, the Department of Parks and Recreation believes honoring all invoices received to present is in the best interest of the City of Jackson.

IT IS, THEREFORE, ORDERED that the Alarm Monitoring and Maintenance Services accepted from Security Support Services from October 24, 2020 through November 30, 2020, at three (3) Department of Parks and Recreation facilities is hereby accepted, and said payments for the same are authorized.

IT IS FURTHER ORDERED that the Mayor is authorized to execute an agreement with Security Support Services for Alarm Monitoring and Maintenance Services at three (3) Department of Parks and Recreation facilities for a period of December 1, 2020 through September 30, 2021, at a cost not to exceed Five Hundred Dollars (\$500.00) for Account 005-501.26-6419 and not to exceed Three Hundred Dollars (\$300.00) for Account 005-504.80-6240.

Agenda Item 26 December 8, 2020 (Harris,Lumumba)

P&R\_Security Support Services\_11/11/20(2)

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

#### <u>11-12-20</u> DATE

	POINTS	COMMENTS		
1.	Brief Description	Order ratifying the acceptance of payments to Security Support Services for alarm monitoring and maintenance services rendered from October 24, 2020 through November 30, 2020 for three (3) Department of Parks and Recreation facilities, and authorizing future payments for the same, for a period of December 1, 2020 through September 30, 2021.		
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Crime Prevention Quality of Life		
3.	Who will be affected?	Parks & Recreation facilities and patrons.		
4.	Benefits	Provides year-round alarm monitoring and maintenance services, to ensure our facilities are safe, and allows patrons the ability to partake in a pleasing, safe and enjoyable experience, when visiting our parks.		
5.	Schedule (beginning date)	Upon Council Approval		
6.	Location: WARD CITY WIDE ( <u>yes</u> or no) (area) Project limits if applicable	Wards 2, 6 & 7		
7.	Action implemented by: City Department	Department of Parks & Recreation		
8.	COST	Athletics: Dorothy Vest Tennis Center (Battlefield) & Tennis Center South (TCS) 005-501.26-6419 - \$43.90 (Payments not to exceed \$500.00) Park Maintenance: Mynelle Gardens 005-504.80-6240 - \$21.95 (Payments not to exceed \$300.00)		
9.	Source of Funding General Fund Grant Bond Other	Department of Parks & Recreation		
10.	EBO participation	ABE       %       WAIVER       Yes       No       N/A       X         AABE       %       WAIVER       Yes       No       N/A       X         WBE       %       WAIVER       Yes       No       N/A       X         WBE       %       WAIVER       Yes       No       N/A       X         HBE       %       WAIVER       Yes       No       N/A       X         NABE       %       WAIVER       Yes       No       N/A       X		

Parks & Recreation Department 1000 Metro Center, Suite 104 Jackson, MS 39209-7503 601-960-0716 (Office) 601-960-1576 (Fax) Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

# Memo

To: Mayor Chokwe Antar Lumumba
From: Ison B. Harris, Jr., Director, Dept. of Parks & Recreation
Date: November 12, 2020
Re: Security Support Services

Order authorizing the acceptance of payments to Security Support Services for alarm monitoring and maintenance services rendered from November 1, 2020 through October 24, 2020 at three (3) Department of Parks and Recreation facilities, and authorizing future payments for the same, for a period of December 1, 2020 through September 30, 2021.

The Department of Parks and Recreation believes honoring all invoices received past and present, is in the best interest of the City of Jackson.

Thank you!

IBHjr/pb



P O BOX 2633 JACKSON, MS 39207 Office: (601) 922-5361 Fax: (601) 922-8660 Web: www.securitysupportservices.com

Invoice Number	152090
Sale Date	10/24/2020
Due Date	10/29/2020

City Of Jackson - Dorathy Vest Attention: Parks & Rec EMAIL: W.Brown@jacksonms.Gov Jackson, MS 39205

Description	Qty	Price	Net	Tax	Total
CENTRAL STATION MONITORING Monitoring for Dorathy Vest Te Period Covered: 11/01/2020	nnis Center-953 West Porter -	\$21.95 (7280180)	\$21.95	\$0.00	<b>\$21.95</b>
		TOTALS	\$21.95	\$0.00	\$21.95
Deposits On Account: \$0.00			e as of 10/10		\$43.90
lappy Thanksgiving to your famil	y from ours! Please test your se	curity equipment	on a regular b	2515	
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\*Please Note : If paying by charge card, we can only accept payment by : American Express Mastercard Visa Please remit to : Security & Integrated Systems Support, Inc. P. O. Box 2633 Jackson, MS 39207



P O BOX 2633 JACKSON, MS 39207 Office: (601) 922-5361 Fax: (601) 922-8660 Web: www.securitysupportservices.com

Invoice Number	151839
Sale Date	10/24/2020
Due Date	10/29/2020

City Of Jackson - Mynelle Gdns Attention: Parks & Rec WBrown@city.jackson.ms.Gov Jackson, MS 39205

Description CENTRAL STATION MONITORING SERVICE Monitoring for Mynelle Gardens 4736 Clinton Blvd. 7 <sup>-</sup> Period Covered: 11/01/2020 to 11/30/2020 inclusive	<b>Qty</b> 1 180887 a.	<b>Price</b> \$21.95	<b>Net</b> \$21.95	<b>Tax</b> \$0.00	<b>Total</b> \$21.95
		TOTALS	\$21.95	\$0.00	\$21.95
Deposits On Account: \$0.00 Happy Thanksgiving to your family from ours! Please test	st your sec	Your Balance as of 10/16/2020			\$43.90

**********		in a gin a bassicipa in provide an a a devel da na adda a	Return Stub Below		****
Please return this portion of your invoice with your payment. Thank you! Customer : City Of Jackson - Mynelle Gdns			Involce Number Bill Payer ID:	151839 154	
Acct. Bai. Payment Method	\$43.90 Check	Amount Remitted		Date Remitted	
	Charge*	Card Number		Exp Date	
	If an ing has shown		t asyment by - American Evoness Mesterna	vi Vieo	

\*Please Note : If paying by charge card, we can only accept payment by : American Express Mastercard Visa Please remit to : Security & Integrated Systems Support, Inc. P. O. Box 2533 Jackson, MS 39207



P O BOX 2633 JACKSON, MS 39207 Office: (601) 922-5361 Fax: (601) 922-8660 Web: www.securitysupportservices.com

Invoice Number	152195
Sale Date	10/24/2020
Due Date	10/29/2020

City Of Jackson - Tennis Ctr S Attention: Parks & Recreation Wbrown@city.jackson.ms.Gov Jackson, MS 39204

Description CENTRAL STATION MONITORING SERVICE Monthly monitoring - Tennis Center South 728-2127 Period Covered: 11/01/2020 to 11/30/2020 inclusive.	Qty 1	<b>Price</b> \$21.95	<b>Net</b> \$21.95	<b>Tax</b> \$0.00	<b>Totai</b> \$21.95
		TOTALS	\$21.95	\$0.00	\$21.95
Deposits On Account: \$0.00 Happy Thanksgiving to your family from ours! Please test	your sec	Your Balanc			\$43.90

		on of your involce wi son – Tennis Ctr S		invoice Number Bill Payer ID:	152195 2396
Acct. Bal. Payment Method	\$43.90 Check 🗌	Amount Remitted Check Number		Date Remitted	
		Card Number		Exp Date	
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"Please Note : If paying by charge card, we can only accept payment by : American Express Mestercard Visa Please remit to : Security & Integrated Systems Support, Inc. P. O. Box 2633 Jackson, MS 39207

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 ACCEPTANCE OF ALARM MONITORING AND MAINTENANCE SERVICES FROM SECURITY SUPPORT SERVICES FROM OCTOBER 24, 2020 THROUGH NOVEMBER 30, 2020 AT THREE (3) DEPARTMENT OF PARKS AND RECREATION FACILITIES, AUTHORIZING PAYMENT FOR SAID SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SECURITY SUPPORT SERVICES FOR ALARM MONITORING AND MAINTENANCE SERVICES FOR THE PERIOD OF DECEMBER 1, 2020 THROUGH SEPTEMBER 30, 2021 is legally sufficient for placement in NOVUS Agenda.

/s/Monica D. Allen Special Assistant

ORDER RATIFYING THE ACCEPTANCE OF ALARM MONITORING AND MAINTENANCE SERVICES FROM ACADIAN TOTAL SECURITY FOR SERVICES RENDERED TO MYNELLE GARDENS, FROM OCTOBER 1, 2020 THROUGH NOVEMBER 30, 2020, AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ACADIAN TOTAL SECURITY FOR ALARM MONITORING AND MAINTENANCE SERVICES FROM DECEMBER 1, 2020 THROUGH SEPTEMBER 30, 2021. (WARD 2) (HARRIS, LUMUMBA)

WHEREAS, the City of Jackson, Department of Parks and Recreation takes great pride in the security, care and maintenance of our park facilities by providing year-round Alarm Monitoring and Maintenance Services, to ensure our patrons are safe with the ability to partake in a pleasing and enjoyable experience; and

WHEARAS, the contract agreement has expired; and

WHEREAS, the previous agenda item honored invoices received from Acadian Total Security, to be paid from a period of February 1, 2020 through September 30, 2020; and

WHEREAS, the Department has received two additional invoices from Acadian Total Security for services rendered between October 1, 2020 through November 30, 2020 as follows:

ACADIAN TOTAL SECURITY				
Service Location	INVOICE	DATE	ACCOUNT	AMOUNT
Mynelle Gardens	718761	10-01-20	005-504.80-6420	\$21.60
4736 Clinton Blvd., Jackson, MS 39204	729232	11-01-20		\$21.60
				\$43.20

WHEREAS, in furtherance to the City of Jackson, Department of Parks and Recreation, this agenda item authorizes the Mayor to execute an Alarm Monitoring and Maintenance Services Agreement for said services at Mynelle Gardens by Acadian Total Security, from December 1, 2020 through September 30, 2021.

IT IS, THEREFORE, ORDERED that the Alarm Monitoring and Maintenance Services accepted from Acadian Total Security from October 1, 2020 through November 30, 2020, at Mynelle Gardens is hereby accepted, and said payments for the same are authorized.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute an agreement with Acadian Total Security for Alarm Monitoring and Maintenance Services at Mynelle Gardens for a period of December 1, 2020 through September 30, 2021, at a cost not to exceed Four Hundred Dollars (\$400.00) for Account 005-504.80-6420.

Agenda Item 28 December 8, 2020 (Harris,Lumumba)

HARRIS, LUMUMBA

P&R\_Acadian Total Security\_11-24-20

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET



	POINTS COMMENTS		
1.	Brief Description	Order ratifying the acceptance of alarm monitoring and maintenance services from Acadian Total Security for services rendered to Mynelle Gardens from October 1, 2020 through November 30, 2020, and authorizing the Mayor to execute an agreement with Acadian Total Security for alarm monitoring and maintenance services for the period of December 1, 2020 through September 30, 2021.	
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Crime Prevention Quality of Life	
3.	Who will be affected	Mynelle Garden facility and patrons.	
4.	Benefits	Provides year-round alarm monitoring and maintenance services to ensure our facility visiting patrons.	
5.	Schedule (beginning date)	Upon Council Approval	
6.	Location: WARD CITYWIDE ( <u>ves</u> or no) (area) Project limits if applicable	Ward 2	
7.	Action implemented by: City Department	Department of Parks & Recreation	
8.	COST	\$21.60 per month for alarm monitoring services. (Payments not to exceed \$400.00; including any maintenance cost that may be incurred.)	
9.	Source of Funding General Fund Grant Bond Other	Department of Parks & Recreation – Acct. No. 005-504.80-6420	
10.	EBO participation	ABE       %       WAIVER       Yes       No       N/A       X         AABE       %       WAIVER       Yes       No       N/A       X         WBE       %       WAIVER       Yes       No       N/A       X         HBE       %       WAIVER       Yes       No       N/A       X         HBE       %       WAIVER       Yes       No       N/A       X         NABE       %       WAIVER       Yes       No       N/A       X	

Parks & Recreation Department 1000 Metro Center, Suite 104 Jackson, MS 39209-7503 601-960-0716 (Office) 601-960-1576 (Fax) Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

# Memo

To: Mayor Chokwe Antar Lumumba
From: Ison B. Harris, Jr., Director, Dept. of Parks & Recreation
Date: November 24, 2020
Re: Acadian Total Security

Order ratifying the acceptance of alarm monitoring and maintenance services from Acadian Total Security for services rendered to Mynelle Gardens from October 1, 2020 through November 30, 2020, and authorizing the Mayor to execute an agreement with Acadian Total Security for alarm monitoring and maintenance services for the period of December 1, 2020 through September 30, 2021.

This agenda item authorizes the Mayor to execute an agreement with Acadian Total Security for alarm monitoring and maintenance services extending through September 30, 2021.

Thank you!

IBHjr/pb

Acadian Total Security RETURN SERVICE	P.O. Box 93444 Lafayette, LA 70509 (855) 222-3426 1547 - 2834 T7 P1 REQUESTED VEN
	NOV 23 2020

BY

# կնուլ կերջեստիկես հվիկել իրությունները կերոնի կերթունին։ **Mynelle Gardens** 4736 Clinton Blvd Jackson, MS 39209-2400

# **INVOICE / STATEMENT**

Customer Name	Mynelle Gardens
Customer Number	28204
Invoice Number	687546
Invoice Date	
PO Number	·
PAYMENTS APPLIED THROUGH	11/1/2020

# **IMPORTANT MESSAGES**

Please Note: A late fee of 5%, with a minimum charge of \$5.00, will be applied to any unpaid balance that is over 45 days.

Page 1 of 1

			CURRENT CH	IARGES	an a
Quantity	1000	Desci	iption	Rate	Amount
7/1/2020 - 7/31/2	020 Mynelle Ga	rdens, 4736 Clinton	Blvd, Jackson, MS 39	209	
1	Alarm Monitorin	ig Services		\$20.00	\$20.00
	Tax				\$1.60
	Payments/Cred	its Applied			\$20.00
				Invoice Balance Due:	\$1.60
			OTHER OPEN I	NVOICES	
Invoice Date	Invoice #		Description	Amount	Balance due
Mynelle Gardens,	, 4736 Clinton Bl	lvd, Jackson, MS 39	209		· · · · · · · · · · · · · · · · · · ·
8/1/2020	697954	<b>Monitoring Fees</b>		\$21.60	\$21.60
9/1/2020	708374	Monitoring Fees		\$21.60	\$21.60
10/1/2020	718761	Monitoring Fees		\$21.60	\$21.60
11/1/2020	729232	Monitoring Fees		\$21.60	\$21.60
				Other Open Invoices Balance Due:	\$86.40

PLEASE DETACH AND ENCLOSE WITH PAYMENT

Please check box if above address is incorrect. Indicate change(s) on reverse side.

# **Acadian Total Security**

Pay Online At: https://www.MySecurityPayment.com

Mynelle Gardens 4736 Clinton Blvd Jackson, MS 39209-2400

VISA		2000 <b>#</b> 120	AMO
CARD NUMBER			SEC CODE
SIGNATURE			EXP DATE
Customer #	: 26201		AMOUNT PAID
Bill Issue Date:	11/1/2020		
Account Balance	\$88.00		

invoice #: 687546

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- **Acadian Total Security**
- REMIT TO P.O. Box 93444 Lafayette, LA 70509-3444

00057507

ORDER RATIFYING THE ACCEPTANCE OF SECURITY AND ALARM MONITORING SERVICES FROM ACADIAN TOTAL SECURITY (FORMALLY CAPITAL SECURITY SERVICES), FROM FEBRUARY 1 THROUGH JUNE 1, 2020 AUTHORIZING PAYMENT FOR SAID SERVICES, AND AUTHORIZING AN AGREEMENT WITH ACADIAN TOTAL SECURITY FOR MYNELLE GARDENS, JULY 1, 2020 THROUGH SEPTEMBER 30, 2020.

WHEREAS, the City of Jackson, Department of Parks and Recreation would like to prevent burglaries and vandalism from occurring at Mynelle Gardens; and

WHEREAS, the Department of Parks and Recreation desires to ensure all invoices are honored and paid, for security alarm and monitoring services February 1, 2020 through the present; and

WHEREAS, said vendor has provided invoices and requests payment for services rendered or to be rendered at Mynelle Gardens as specified below; and

COMPANY	SERVICE LOCATION	ACCOUNT NUMBER	INVOICE DATE	INVOICE NUMBER	INVOICE AMOUNT
ACADIAN	Mynelle Gardens	005-504.80-	02-01-20	658258	\$20.00
TOTAL	Wiynene Guraene	6420	03-01-20	658259	\$20.00
SECURITY			04-01-20	656724	\$20.00
SECONT			05-01-20	666870	\$20.00
			06-01-20		\$20.00
		L Fotal Due:			\$100.00

WHEREAS, the Department desires that vendor invoices and requests for payment be honored and ratified in an amount of One Hundred Dollars (\$100.00) for Mynelle Gardens; and

**IT IS, THEREFORE, ORDERED** that security and alarm monitoring services performed by Acadian Total Security from February 1, 2020 through June 1, 2020 are hereby ratified, and the payment of One Hundred Dollars (\$100.00) at Mynelle Gardens is authorized.

IT IS FURTHER ORDERED that the Mayor is hereby authorized to execute an agreement with Acadian Total Security for a term period of July 1, 2020 through September 30, 2020 in an amount not to exceed One Hundred Dollars (\$100.00) at Mynelle Gardens.

Council Member Tillman moved adoption; Council Member Lindsay seconded.

Yeas – Banks, Foote, Lindsay, Priester, Stamps and Tillman. Nays – None. Absent – Stokes.

# frem # 30

STATEMENT OF VOTES

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The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on July 21, 2020. 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.

**Office of the City Attorney** 

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

# **OFFICE OF THE CITY ATTORNEY**

This ORDER RATIFYING THE ACCEPTANCE OF ALARM MONITORING AND MAINTENANCE SERVICES FROM ACADIAN TOTAL SECURITY FOR SERVICES RENDERED TO MYNELLE GARDENS, FROM OCTOBER 1, 2020 THROUGH NOVEMBER 30, 2020, AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ACADIAN TOTAL SECURITY FOR ALARM MONITORING AND MAINTENANCE SERVICES FROM DECEMBER 1, 2020 THROUGH SEPTEMBER 30, 2021. (WARD 2) is legally sufficient for placement in NOVUS Agenda.

<u>/s/Monica D. Allen</u> Special Assistant

DATE

# ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH THE CHRISTIANS IN ACTION, INC. AND THE JACKSON POLICE DEPARTMENT FOR AN UNDETERMINED TERM AT THIS TIME.

WHEREAS, the City of Jackson wish to enter into an agreement with the Christian in Action, Inc. and the City of Jackson Police Department to participate in the Hinds County Multidisciplinary Team, and

WHEREAS, the Christian in Action, Inc. and the City of Jackson Police Department are desirous of entering into an agreement of collaboration to provide comprehensive services to victimized children within the City of Jackson, and

WHEREAS, there is evidence that there is a critical need for services to children that are the victims of the most severe felony abuse such as sexual abuse, severe physical abuse, drug endangered children, trafficked victims and children who witnessed a violent crime; and

WHEREAS, one of the primary missions of Christian in Action, Inc. to provide a forensic interviewer who interview child victims and those who witnessed felonious crimes; and

WHEREAS, it is the intent of the joint effort to provide critical services to children that are victims of the most severe felony abuse such as sexual abuse, severe physical abuse, drug endangered children, trafficked victims and children who have witnessed a homicide or similarly violent crimes; and

**IT IS HEREBY ORDERED** that the herein-described agreement between the City of Jackson Police Department and Christians in Action, Inc. is hereby authorized.

**IT IS, FURTHER ORDERED** that the Mayor of the City of Jackson and / or his designee be authorized to execute an agreement with the Jackson Police Department and Christian in Action, Inc. for participation in the Hinds County Multidisciplinary Team.

**APPROVED FOR AGENDA:** 

Agenda Date	
Agenda Item	#

By: DAVIS, LUMUMBA

Agenda Item 29 December 8, 2020 (Davis,Lumumba)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

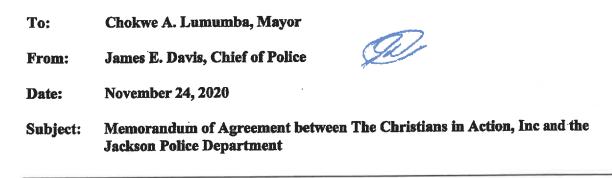
POINTS COMMENTS 1. **Brief Description/Purpose** To provide critical services to children that are victims of the most severe felony abuse such as sexual abuse, severe physical abuse, drug endangered children, trafficked victims and children who have witnessed a homicide or similarly violent crimes. Quality of Life 2. **Public Policy Initiative** Youth & Education 1. **Crime Prevention** 2. **Changes in City Government** 3. 4. Neighborhood Enhancement **Economic Development** 5. Infrastructure and Transportation 6. Quality of Life Victimized Children of the City of Jackson Who will be affected 3. 4. Benefits To provide a safe, child friendly environment for children to give statements and they will provide a Trained Forensic Interviewer. 5. Schedule (beginning date) Effective upon signatures by the Authorized Personnel 6. Location: ALL WARDS WARD . CITY WIDE CITYWIDE (yes or no) (area) . **Project limits if applicable** 7. Action implemented by: Consultant **City Department** Consultant ×. 8. COST NONE TO CITY OF JACKSON 9. **Source of Funding** Other **General Fund** Grant Bond Other x 10. **EBO** participation ABE % WAIVER N/A yes no % AABE WAIVER yes N/A no WBE % WAIVER yes N/A າກຄ HBE % WAIVER yes N/A no NABE % WAIVER N/A yes no

Nov 24, 2020 DATE **Jackson Police Department** 



327 East Pascagoula Street Post Office Box 17 Jackson, Mississippi 39205-0017

# MEMORANDUM



It is my recommendation that the City of Jackson Police Department, enter into a Memorandum of Agreement with The Christians in Action INC. to collaborate comprehensive services to victimized children within the City of Jackson. The Jackson Police Department will provide referrals and participate in the Multidisciplinary Team Meetings to ensure the best options of care and resources are discussed and made available to the victims and their families.

The Memorandum of Agreement will go in effect as soon as documents are signed by authorized personnel and will remain in effect until modified or terminated by one of the partners.

If you have any questions, or need additional information, please feel free to contact me.



CHRISTIANS IN ACTION, INC. Emergency Shelter for Children A Non-Profit Organization PO Box 7676 Jackson, MS 39284

# MEMORANDUM OF AGREEMENT BETWEEN JACKSON POLICE DEPARTMENT AND CHRISTIANS IN ACTION, INC.

This Memorandum of Agreement is entered into by and between Jackson Police Department and Christians in Action, Inc. for the purpose of establishing a mutual framework to collaborate comprehensive services to victims of abuse in our Children's Advocacy Center.

The Children's Advocacy Center provides critical services to children that are the victims of the most severe felony abuse such as: sexual abuse, severe physical abuse, drug endangered children, trafficked victims and children who have witnessed a homicide or similarly violent crime. Without partners, we are unable to provide the level of support necessary to help individuals address their needs and goals.

This Memorandum of Agreement establishes the terms under which Christians in Action, Inc. and Jackson Police Department will collaborate for The Children's Advocacy Center. Specifically, Jackson Police Department will provide referrals and participate in the Multidisciplinary Team meetings. Our goal with The Children's Advocacy Center is to provide a safe, child-friendly environment for children to tell what has happened to a trained forensic interviewer. It is the goal to create a multidisciplinary team that will include but not be limited to: law enforcement, victims and family advocates, medical and mental health, as well as Hinds County Youth Court to eliminate potential trauma as a team, with goals of justice, and helping children and families heal and gain closure of their trauma.

This Memorandum of Agreement is at-will and may be modified by mutual consent of authorized officials from either Jackson Police Department. This Memorandum of Agreement shall become effective upon signature by the authorized officials from Jackson Police Department and Christians in Action and will remain in effect until modified or terminated by any one of the partners by mutual consent.

# **Jackson Police Department**

By:

James E. Davis Jackson Police Department Chief of Police **Christians In Action, Inc** 

By:

Janice Wilder Christians In Action, Inc. Executive Director

Date:

Date:

**Jackson Police Department** 



327 East Pascagoula Post Office Box 17 Jackson, Mississippi 39205-0017

**City Legal** James Anderson November 18, 2020

Dear Attorney Anderson,

I am writing this letter to request that city legal review the proposed Memorandum of Agreement submitted by Christians in Action, Inc. Christians in Action, Inc. is replacing the Parker Children's Center which JPD Major Investigations previously had a Memorandum of Understanding with.

I am requesting the opinion of City Legal in regards to the Memorandum of Agreement that Christians in Actions has presented. Upon receiving the opinion of city legal, I will include your finding in the memorandum that is to be presented to the Chief of Police.(See Attached Memorandum)

I also request that the new Memorandum of Agreement from Christians in Action, Inc. be compared to the prior Memorandum of Understanding from the Parker Children's Center. Upon comparing the two, please advise of the similarities and the differences between the two.

Appreciatively,

Deric Hearn Deputy Chief, JPD Major Investigations



MOV, 17 Red 327 East Pascagoula Post Office Box 17 Jackson, Mississippi 39205-0017

# MEMORANDUM

To: James E. Davis, Chief of Police

Via: Joseph Wade, Assistant Chief of Police

From: Deric Hearn, Deputy Chief of Major Investigation AH 11-16 2020

Date: Monday, November 16, 2020

Re: Memorandum of Agreement with Christians in Action, Inc.

On Friday, November 13, 2020, Deputy Chief Deric Hearn was provided with a Memorandum of Agreement for the Jackson Police Department to enter into with the Christians in Action, Inc. for the purpose of establishing a mutual framework to collaborate comprehensive services to victims of abuse in our Children's Advocacy Center.

A signed agreement have been sent to all prior Multi-Disciplinary Teams and a Court Order from Judge Hicks authorizing the establishment of a Hinds County Multi-Disciplinary Team and agencies and individuals who are to comprise the Team is currently being processed to serve Hinds County.

Janice Wilder the Executive Director with Christians In Action, Inc. agency has been licensed by the MS Child Protection Services. The MS Child Protection Service has provided shelter for abused and neglected children since 1977. Located in the City of Jackson, the agency serves over 120 children each year and they will now bring a Children Advocacy Center that will be located in Hinds County. Through their program they will be conducting forensic interviews for children who have been sexually and physically abused.

The attached agreement is being requested to be signed so that the Jackson Police Department will be in partnership with Christians In Action, Inc. In this memorandum, I have provided you with the past responsibilities of both parties being the Parker Children's Center (180 Country Place Parkway, Pearl, Mississippi 39208 and the Jackson Police Department). I am requesting City Legal to inquire what our agency responsibility will be with this new agreement or will those agreements be provided later through Judge Hicks and the new Multi-Disciplinary Team.

The Children Advocacy Center goal is to provide a safe, child-friendly environment for children to tell what has happened to a trained forensic interviewer. Christians In Action, Inc. Children Advocacy Center will:

- Be the primary entity that will conduct forensic interviews of child victims and child witnesses utilizing a nationally recognized model for forensic interviewing;
- Provide the family with victim advocacy services;
- Ensure the non-offending caregiver has a victim's compensation packet and the victim bill of rights;
- Provide a team member to facilitate the Multidisciplinary Team (MDT) meetings;
- Make referrals for a forensic medical exam, if the referral has not already been made;
- Conduct assessments and provide referrals for services addressing the needs of the child and non-offending caregivers; and
- Make referrals for evidence based therapy services, if determined it is necessary and ensure appropriate services are provided no matter the family's ability to pay.

The Jackson Police Department primary goal on the Multidisciplinary Team (MDT) is to conduct criminal investigations of alleged crimes that impact the safety of the community and the well-being of any child who may have been victimized. This responsibility includes interviewing the family, offender, and other witnesses; gathering of evidence for the prosecution; recommending whether and when to arrest the offender; and providing protection during the intervention process. The Jackson Police Department will;

- Begin the investigative process be receiving a Law Enforcement referral from Department of Child Protection Services (DCPS) or by the victim and/or caregiver filing a report with the Jackson Police Department;
- Cross report to Department of Child Protection (DCPS) any child abuse cases reported initially to Law Enforcement
- Determine if the crime is within their jurisdiction and meets the statutes of a felonious case;
- Ensure the child receives a proper medical evaluation pursuant to the statewide medical protocol regarding when and where medicals should take place;
- Refer the child (if the abuse allegations are potentially felonious) for a forensic interview at Christians in Action.
- Attend forensic interviews of children whose crime occurred within their jurisdiction and participate in the pre-interview and post-interview meetings;
- Investigate all potentially felonious crimes against children;
- Complete their file and submit it to the District Attorney's office;
- Testify in court proceedings as needed; and
- Attend Multidisciplinary Team (MDT) meetings and discuss investigations.

A copy of the agreement that will require a signature is attached to this memorandum so that the Jackson Police Department will be in partnership with the Christians in Action as they move forward with this important service.

## Who We Are

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Our agency currently serves as a temporary placement for children in the custody of the Mississippi Child Protection Services. We have been located in Hinds County since 1977 and are licensed through the Mississippi Department of Child Protection Services. Children are referred to our shelter either through the MDCPS or Mississippi Youth Court. We are a forty-five-day shelter for children to be placed at while a more permanent option is sought out whether it be reunification with the parents, a foster home, facility, or another form of safe placement for the child. While the child is here, they receive dental exam, eye exam, TB skin test, physical, and psychological evaluation along with any other medical need they might have, and access to education while at our shelter. We also provide on-site therapy via our Licensed Clinical Social Worker who does one-on-one therapy and group therapy with the children. Through our work with abused and neglected children, we have recognized the importance and need of multidisciplinary teams and Children's Advocacy Centers which is why we have decided to approach application to become a Children's Advocacy Center.

#### Population

The existing CAC that is located in Rankin County no longer has an agreement with Hinds County. We are seeking to become a CAC that is not only located in Hinds County but also only serves the victims and families of Hinds County. According to the United States Census there are approximately 88,705 households currently claiming residency in Hinds County and nearly 24% of the entire population of Hinds County are minors under the age of 18. For this reason, we believe that it is reasonable and necessary to have one Child Advocacy Center solely dedicated to the victims and families of Hinds County. At our Children's Advocacy Center, our mission will be to meet the needs of child victims and their families by providing a safe, child friendly environment and a family centered approach to creating a multidisciplinary team aimed at helping the children and families from all perspectives of care in hopes to help victims and families find justice and healing.

#### Needs Assessment

Over that past three years, Christians In Action, Inc. has provided shelter for 351 abused and neglected children. Of just the 351 children that have come to our shelter, nearly 42% were in custody due to known physical or sexual abuse. This number does not even touch the children that have come through our shelter who have endured this type of abuse unbeknownst to us or their social workers. According to the Child Welfare League of America, Mississippi had 10,429 victims of abuse or neglect in 2017, of which nearly 1,170 children had been reported to be sexually abused and 1,543 had been physically abused. In the same year, Children's Advocacy Centers across the state of Mississippi served 3,473 children; in 2019, the number of children served by Mississippi Children's Advocacy Centers was 4,539. We believe that with the establishment of a Children's Advocacy Center in Hinds County that solely serves Hinds County, we will be able to help countless children and families find healing, justice, and hope.

## Facilities

While Christians In Action, Inc. will be the sponsoring agency for this CAC, the shelter and CAC will remain separate entities; they will, however, be located on the same property but in separate facilities. Our new CAC, just as our Emergency Shelter, will be located right outside of the capital city of Mississippi and is near the center of Hinds County which makes it easily accessible to the families we intend to serve. We have planned to build a new building that will house our CAC and will be designed to fit the specific needs of a child advocacy center facility and provide a safe and child friendly environment that is also equipped for efficiency and cooperation with our multidisciplinary team. We intend to have child friendly interview rooms where the forensic interviews will actually take place; we will be equipping these rooms with recording devices so that each interview sthe child must go through and thereby reducing the risk of retraumatizing the victims. There will also be rooms set up large enough for our multidisciplinary team to meet and view the interview while it is in progress. This will ensure adequate discussion among team members is available so that we can ensure the best options of care and resources are discussed and made available to the victims and families. We will also have a separate room for non-offending family members to wait and discuss their options and resources with our Victim and Families Advocate while the forensic interview of the child is taking place. This will allow the families a private place to process what is being asked of them and their child and for them to be able to ask any questions they may have about the future process.

# Services Provided

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As with our Emergency Shelter for Children, we intend to file for tax exempt status for our Children's Advocacy Center. At Christians In Action, Inc., we believe every child and family has the right to resources, healing, and justice, free of cost which is why families will not pay a penny for any services received at our CAC. We will be a nonprofit agency with funding coming mainly from grants and donations. At our CAC, our primary service will be our forensic interviewing of the child victim. We also know the struggles and uncertainty so it is our goal to also be able to provide court preparation for families and victims that will help them know what to expect from the court process and for when they actually enter the court room. We will also provide support for the family members and victims and provide them with referrals for off-site medical exams and therapy; however, we will have a Licensed Clinical Social Worker on hand to provide on-site therapy if the families so choose. To avoid potential conflicts of interest, we will be creating agreements with adjacent CACs in the state that we can refer families to if the victim has been, or is currently, a client at our emergency shelter. This ensures that the forensic interviewer, therapist, and other members of the multidisciplinary team begin each case with the child having no prior knowledge or biases of the case.

### Staff and Training

As we begin the process of application and establishment of our Hinds County CAC, we plan to begin with one forensic interviewer that strictly works at the CAC. This individual will

also help the agency run smoothly by coordinating the multidisciplinary team and acting as the victim and family advocate. This individual will also be able to provide resources and referrals to victims and families for off-site therapy, in the event there is a conflict of interest with our onsite therapist, and any other needs and services we do not currently provide. The individual will also have assistance from two other employees that will also be trained and certified forensic interviewers. These two individuals will be our Case Aide and our Program Director of the emergency shelter part of our agency that will work with both services of the agency. All three forensic interviewers will be trained in a forty-hour training session that is sponsored by Children's Advocacy Centers of Mississippi. We will also have an on-site Licensed Clinical Social Worker that will be available to provide counseling and therapy to the children and families that come to our CAC. The first forensic interviewer will be the main person that works with our CAC; however, they will still report to the Program Director and all activities will still be overseen by the Executive Director of Christians In Action, Inc. Each member of our multidisciplinary team will also be required to be trained as a multidisciplinary team member for their specific profession and we will hold monthly meetings to discuss cases and techniques.

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CHRISTIANS IN ACTION, INC. Emergency Shelter for Children A Non-Profit Organization PO Box 7676 Jackson, MS 39284 s."

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# MEMORANDUM OF AGREEMENT BETWEEN HINDS COUNTY DISTRICT ATTORNEY'S OFFICE AND CHRISTIANS IN ACTION, INC.

This Memorandum of Agreement is entered into by and between Hinds County District Attorney's Office and Christians in Action, Inc. for the purpose of establishing a mutual framework to collaborate comprehensive services to victims of abuse in our Children's Advocacy Center.

The Children's Advocacy Center provides critical services to children that are the victims of the most severe felony abuse such as: sexual abuse, severe physical abuse, drug endangered children, trafficked victims and children who have witnessed a homicide or similarly violent crime. Without partners, we are unable to provide the level of support necessary to help individuals address their needs and goals.

This Memorandum of Agreement establishes the terms under which Christians in Action, Inc. and Hinds County District Attorney's Office will collaborate for The Children's Advocacy Center. Specifically, Hinds County District Attorney's Office will provide council and guidance to families and team members on case proceedings as well as assist the Victim and Family Advocate in court preparation as needed and participate in the Multidisciplinary Team meetings. Our goal with The Children's Advocacy Center is to provide a safe, child-friendly environment for children to tell what has happened to a trained forensic interviewer. It is the goal to create a multidisciplinary team that will include but not be limited to: law enforcement, victims and family advocates, medical and mental health, as well as Hinds County Youth Court to eliminate potential trauma as a team, with goals of justice, and helping children and families heal and gain closure of their trauma.

This Memorandum of Agreement is at-will and may be modified by mutual consent of authorized officials from either Hinds County District Attorney's Office. This Memorandum of Agreement shall become effective upon signature by the authorized officials from Hinds County District Attorney's Office and Christians in Action and will remain in effect until modified or terminated by any one of the partners by mutual consent.

Hinds County District Attorney's Office

By:

Hinds County District Attorney's Office Assistant District Attorney

115/2020 Date:

Christians In Action, Inc.

11)1010) B√ lice Wilder

Christians In Action, Inc. Executive Director

Date: 11/5-/2020



CHRISTIANS IN ACTION, INC. Emergency Shelter for Olddren A Non-Pretty Organization PO Box 7676 Jackbor, MS 30284

### MEMORANDUM OF AGREEMENT BETWEEN HINDS COUNTY PROSECUTOR'S OFFICE AND CURISTIANS IN ACTION, INC.

This Memorandum of Agreement is entered into by and between Hinds County Prosecutor's Office and Christians in Action. Inc. for the purpose of establishing a mutual finanework to collaborate comprehensive services to victims of abuse in our Children's Advocacy Center.

The Children's Advocacy Center provides critical services to children that are the victims of the most severe felony abuse such as: sexual abuse, severe physical abuse, drug endangered children, trafficked victims and children who have witnessed a homicide or similarly violent crime. Without partners, we are unable to provide the level of support necessary to help individuals address their needs and goals.

This Memorandum of Agreement establishes the terms under which Christians in Action. Inc. and Hinds County Prosecutor's Office will collaborate for The Children's Advocacy Center. Specifically, Hinds County Prosecutor's Office will provide council and guidance to families and team members on case proceedings as well as assist the Victim and Family Advocate in court preparation as needed and participate in the Multidisciplinary Team meetings. Our goal with The Children's Advocacy Center is to provide a safe, child-friendly environment for children to tell what has happened to a trained forensic interviewer. It is the goal to create a multidisciplinary team that will include but not be finited to: Taw enforcement, victims and family advocates, medical and mental health, as well as Hinds County Youth Court to eliminate potential trauma as a team, with goals of justice, and helping children and families heal and goin closure of their trauma.

This Memorandum of Agreement is at-will and may be modified by mutual consent of authorized officials from either Hinds County Prosecutor's Office. This Memorandum of Agreement shall become effective upon signature by the authorized officials from Hinds County Prosecutor's Office and Christians in Action and will remain in effect until medified or terminated by any one of the partners by mutual consent.

Hinds County District Attorney's Office

By: Gude A. Mum

Gerald A. Mumford Hinds County Prosecutor's Office County Attorney

Date: 9/14/2020

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Christians In Action, Inc.

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Christians In Action, Inc. Executive Director

Date: 9/44/20

**Office of the City Attorney** 

455 East Capitol Street Post Office Box 2779 Jackson, Mississippi 39207-2777 Telephone: (601) 960-1799 Facsimile: (601) 960-1756

# **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH THE CHRISTIANS IN ACTION, INC. AND THE JACKSON POLICE DEPARTMENT FOR AN UNDETERMINED TERM AT THIS TIME is legally sufficient for placement in NOVUS Agenda.

/s/James Anderson, Jr. Deputy City Attorney

# ORDER AUTHORIZING THE MAYOR TO ENTER IN TO A CONTRACT WITH PILEUM CORPORATION FOR ITS FUSUS REAL TIME CRIME CENTER TECHNOLOGY SYSTEM, A TECHOLOGY THAT WILL ENHANCE THE JACKSON POLICE DEPARTMENT FOR YEARS TO COME.

WHEREAS, the City of Jackson would like to enter in to a contract with Pileum Corporation for its FUSUS, a real time crime center system; and

WHEREAS, after installation of the system a subscription will be necessary to maintain the system; and

WHEREAS, the FUSUS program will assist the Jackson Police Department in their efforts to manage crime and equip the Real Time Command Center for the City of Jackson with the best system for the needs of the communities we sever; and

WHEREAS, the cost of the FUSUS system will be paid for through previously obtained grant funds; and

WHEREAS, the costs of the initial three phases will not exceed \$49,500 apiece for an aggregate amount of not exceeding \$148,500 through July 2021.

WHEREAS, the subscription cost for years 2022, 2023 and 2024 shall not exceed \$99,500 each; for an aggregate amount not to exceed \$298500; and

WHEREAS, the agreement shall include a "Termination for Convenience" provision (upon 30 days notice) in the City's favor; and

**IT IS, HEREBY, ORDERED** that the Mayor's is authorized to enter into an Agreement between the City of Jackson, Mississippi; and PILEUM Corporation under the terms and conditions described herein, and with the initial three phases not exceeding \$148,500, and the annual subscription costs for 2022,2023 and 2024 not exceeding \$99,500 each (an aggregate amount of \$298, 500).

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

# **APPROVED FOR AGENDA:**

By: DAVIS, LUMUMBA.

Agenda Item 30 December 8, 2020 (Davis,Lumumba)

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

November 18, 2020 DATE

POINTS COMMENTS 1. **Brief Description/Purpose** Order Authorizing The Mayor's to enter into a Contract with Pileum Corporation for its FUSUS Real Time CRIME Center, Technology System, a technology that will enhance the Jackson Police Department for years to come. 2. **Public Policy Initiative** Crime Prevention & improve the Quality of Life 1. Youth & Education **Crime Prevention** 2. 3. **Changes in City Government** 4. **Neighborhood Enhancement** 5. **Economic Development** Infrastructure and Transportation 6. Quality of Life 7. 3. Who will be affected City of Jackson 4. **Benefits** To improve the safety and well-being of the citizens of Jackson. 5. Schedule (beginning date) As per grant guidelines 6. Location: ALL WARDS WARD CITY WIDE = CITYWIDE (yes or no) (area) . **Project limits if applicable** 7. Action implemented by: Jackson Police Department **City Department** Consultant 8. COST December 20, 2020 - Phase 1 \$49,500 March 21,2021 - Phase 2 \$49,500 July 30, 2021- Phase - 3 \$49,500 Year - 2 \$99,500 (FY2022) Year - 3 \$99,500 (FY2023) Year - 4 \$99,500 9FY2024) 9. **Source of Funding General Fund** Grant & JPD Budget Grant in, Bond . Other 10. **EBO** participation ABE N/A x % WAIVER yes \_\_\_\_ по \_ AABE % WAIVER N/A x yes \_\_\_ no WBE % WAIVER N/A x yes \_\_\_\_ no \_ \_ HBE % WAIVER yes \_\_\_\_\_ no \_\_\_\_ N/A x NABE % WAIVER yes \_\_\_\_ no \_\_\_\_ N/A x

Jackson Police Department

MEMORANDUM

327 East Pascagoula Street Post Office Box 17 Jackson, Mississippi 39205-0017

Subject:	Order Authorizing the Mayor to Enter a Contract with FUSUS and the City of Jackson
Date:	November 18, 2020
From:	James E. Davis, Chief of Police
То:	Chokwe A. Lumumba, Mayor

The City of Jackson Police Department would like to enter in to a contract with PILEUM Corporation's for a period of no more than 4 years at an agreed cost. This contract will assist the Jackson Police Department and the Real Time Command Center with the best system for the needs of the communities we sever.

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



# FUSUS Real Time Crime Center Offer Letter

# For: City of Jackson, MS Police Department On November 18, 2020

SMART PEOPLE. SMART BUSINESS. SMART SOLUTIONS.

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# Letter of Transmittal

James E. Davis Chief of Police Jackson Police Department 327 East Pascagoula Street Jackson, Mississippi 30233

# Dear Chief Davis,

ł.

Pileum Corporation is honored that the Jackson Police Department is considering our organization to support its community safety initiatives by providing the Fusus platform to view both public and privately-owned video and data resources for critical incident management and investigations.

FūsusONE will provide the Jackson Police Department with a Real Time Crime video, dispatch, and IoT fusion platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to the Department website portal for video camera registry which allows officers a tool for identifying the location of cameras in proximity to incidents, as well as an electronic means for the collection of digital media from witnesses.

Upon execution of this agreement, the project will initiate and consist of two phases. Phase 1 will begin with the integration of video including up to twenty-five (25) public and private locations, including the Department's video assets, plus two (2) LPR systems, and integration to the Department's Computer Aided Dispatch system. Phase 1 will run for a period of approximately sixty (60) days. At the conclusion of Phase 1, Phase 2 will commence with the addition of up to twenty (20) more locations, five (5) AI based locations, and include integration with a tethered drone system that is provided as part of this agreement. The following sections summarize the approach and deliverables for the Jackson Police Department Real Time Crime Center initiative.

# 1. System Deliverables to the Jackson Police Department:

# Phase 1:

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- a. Provide and install access to data and video sources into füsusONE
- b. Provide, configure, and installation of up to twenty-five (25) fūsusCORE appliances to support up to thirty (30) cameras per Core and necessary fūsusOPS app licenses
- c. Provide full project management, setup and training for fūsusONE and fūsusOPS
- d. Provide necessary project management and implementation services for video feeds to be configured for the fūsusONE application
- e. Integration of the City's Dispatch Software
- f. Integration of the City's ShotSpotter System
- g. Provision of two (2) fixed location LPR Systems at no cost to the Department representing a \$20,000 savings to the Department.
- h. <u>Phase 1 Price of \$49,500 if the PO is executed by 12/20/2020.</u> This price includes a representing a Marquee Customer Discount of \$40,000.

# Phase 2:

- a. Provide and install access to additional data and video sources into fūsusONE.
- b. Provision of the balance of twenty (20) COREs, for a total of forty-five (45) CORE Pros
- c. Provision of five (5) CORE Elite AI at no cost, representing an additional \$10,000 savings to the Department.
- d. PO Executed on or before 12/31/2020
- e. Provide a full solution warranty for the life of the agreement
- f. Provide Phone (Tier 2) and Onsite (Tier 3) technical support
- g. Support for Mutual Aid with existing and future County and Local Agency Subscribers
- h. Phase 2 Price is \$49,500 if the PO is executed by 03/21/2021.

# Phase 3:

- i. Provision of an additional twenty-five (25) CORE Elite AI (total of 30) at designated locations within the City
- j. Phase 3 Price is \$49,500 if PO is executed on or before 7/30/2021.
- k. The components for Phase 1 (Appendix A), Phase 2 (Appendix B), Phase 3 (Appendix C) provide details on the fūsusONE Software and peripherals pricing and part numbers.

# 2. Payment Terms:

a.	Payment 1: December 20, 2020	\$49,500
b.	Payment 2: March 21, 2021	\$49,500
c.	Payment 3: July 30, 2021	\$49,500
d.	Payment 4: January 2022	\$99,500
е.	Payment 5: January 2023	\$99,500
f.	Payment 6: January 2024	\$99,500

3. <u>Statement of Work</u>: The following capabilities will be delivered to the Jackson Police Department as part of this agreement.

# Füsus will:

- a. fūsusONE: Setup and implement Jackson Police Department users, provide access to, and training on the fūsusONE enterprise data fusion and map-based situational awareness platform with up to 1,500 simultaneous video sources, an additional 1,500 data sources (total 3,000) and unlimited Fūsus app (location/TIPS/CAD) data sources throughout the City
- b. **fūsusCORE:** Provision at the discretion of Fūsus network engineers, and on behalf of the Jackson Police Department, fūsusCORE(s) for live video sharing through fūsusONE.
- c. **fūsusREGISTRY:** Fūsus will create a custom website portal for the Department where empowered users can easily identify the location of privately-owned surveillance cameras along with the owner's contact information and share recorded video with Department investigators to assist in investigations.
- d. fūsusVAULT: The Department's fūsusONE subscription includes the investigator portal, fūsusVAULT, for secure request and receipt by investigators of fūsusREGISTRY user-owned videos, along with fūsusTIPS MMS-based (phone text) videos and photos, to assist with secure data collection in support of its investigations.
- e. **fūsusOPS:** The Department will have the ability to deploy the fūsusOPS smartphone app for live video sharing from the field, viewing of video and to setup and transmit the location of teams for special events and critical incident management.
- f. Subscription Price: \$99,500/year
- g. Period of Subscription: 4 Years
- h. Standard Terms and Conditions of the Service are included (Appendix D).

Note: Additional CORE Light/Pro/Elite AI Appliances can be purchased for \$300/\$600/\$2,000 each, respectively.

4. <u>Bill of Materials Included with the Service</u>: As part of the annual subscription price, each system will include the following: *fūsusONE SaaS with unlimited video alerts, access, and video download. fūsusCORE warranty and technical support for the life of the agreement.* 

Subscription to fūsusONE comes with the following:

- a. Unlimited Users to the fūsusONE Real-Time Crime Center in the Cloud (RTC<sup>3</sup>)
- b. Unlimited Access to the fūsusONE Dashboard for Jackson Police Department designated users
- c. Unlimited fūsusOPS user licenses
- d. Setup of floor plans for locations provided by Jackson Police Department in fūsusONE
- e. Integration with the Department's CAD System
- f. Installation and Technical Phone Support
- g. Full Warranty on all CORE devices, and system software
- h. Live U.S.-Based Phone Technical Support for the Life of the Agreement

# 5. <u>Fūsus Technical Requirements</u>:

- a. Camera live-sharing compatibility will be assessed for each location prior to CORE delivery
- b. The Department will designate a primary POC for the deployment of fūsusONE.
- c. CORE deployed locations will be required to provide a minimum network speed of .5mb/s per viewed camera for live video sharing through the system.

# 6. Termination for Convenience:

The Termination for Convenience Clause Asserts that the customer may, at its sole discretion, terminate the agreement with 30 days of notice to Fūsus. Services will be reimbursed on a pro-rated basis from the last day of the term through the remainder of the agreement. The cost of any unreturned or unserviceable fūsusCORE(s) will be deducted from the refund due on a \$2,000/CORE Elite AI, \$600/CORE Pro, \$300/CORE Light basis

We are privileged for the opportunity to work with you on this project. We look forward to working with the Jackson Police Department to make this project a resounding success!

Respectfully,

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All Beneke

Jill Beneke, President and Chief Executive Officer Pileum Corporation <u>jillbeneke@pileum.com</u> 601.832.7082 mobile

Approved (Signature):

By (Print Name/Title):

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# Appendix A – Phase One Pricing Summary

Part Number	Description	Qty	Cost	Extended Cost
FUSE-S-1-1001	FususONE Saas – 1 Year 1,000 Data Points / 500 Video Feeds – Includes 25 Core Pros, CAD Integration and fususOPS – 1 Year	1	\$49,500	\$49,500
FUSE-LPR-1002	Riverland ALPR Camera	2	\$0	\$0
	Tot	al Price	- Phase One	\$49,500

# Appendix B – Phase Two Pricing Summary

Part Number	Description	Qty	Cost	Extended Cost
FUSE-S-1-1002	FususONE Saas – 1 Year 1,500 Data Points / 500 Video Feeds – Includes 20 additional Core Pros (45 total), 5 Core Elite AI, CAD Integration and fususOPS – 1 Year	1	\$49,500	\$49,500
FUSE-AI-1002	FUSUS Core Elite Al	5	\$0	\$0
	Tot	Total Price – Phase Two		

# Appendix C – Phase Three Pricing Summary

Part Number	Description	Qty	Cost	<b>Extended</b> Cost
FUSE-S-1-1002	FususONE Saas – 1 Year 1,500 Data Points / 500 Video Feeds – Includes 25 additional Core Elite AI (30 total), CAD Integration and fususOPS – 1 Year	1	\$49,500	\$49,500
Total Price – Phase Three			\$49,500	

# **FUSUS Terms of Service**

# **Fusus Terms of Service**

Terms and Conditions Governing a Subscriber's Use of the Füsus Software, and all Füsus Solutions and Services Provided via the Software, including but not limited to the FüsusONE, FüsusREGISTRY, FüsusOPS, FüsusALERT, FüsusCORE, and FüsusVault product offerings.

Introduction:

a. Subscribers to the Terms,

The following Terms of Service Agreement (the "Terms" or the "Agreement") is a binding agreement between Füsus LLC ("Füsus") and you, a user of the Füsus Software ("Software") and/or a Subscriber to the FüsusONE Real Time Interoperability Solution ("Solution"), as presented in the accompanying Offer Letter, which You agree to, either as an individual of at least eighteen years of age, or as an organizational entity, or as an associational entity, in accordance with your status and existence ("You" or "Subscriber"). These Terms govern Your use of the Füsus Software, the Solution, and all other solutions, services and networks owned or controlled by Füsus (all of which are included in the definition of "Content" provided in Section 1 below), which are provided to You via the Software. When You accessed this Software, and/or when You registered Your account on the Software ("Account") and/or when You clicked the "AGREED" box on the Software login page, You acknowledged Your understanding of these Terms and Your voluntary consent to be bound by these Terms.

(1) Individual Subscribers.

If You are an individual, You hereby represent and warrant to Füsus that You are at least eighteen (18) years of age or and otherwise capable of entering into and performing legal agreements, and that You agree to be bound by the Terms.

(2) Entity Subscribers.

If You are going to use the Solution on behalf of a public entity, business entity, corporate entity, organizational entity, or associational entity, You hereby represent to Füsus that You have the authority to bind that entity to these Terms as the Subscriber, and Your acceptance of these Terms will be treated as acceptance by that public, business, corporate, organizational, or associational entity as the Subscriber. In that event, You acknowledge and understand that "You" and "Your" will refer to that public, business, corporate, organizational, or associational entity as the Subscriber is bound to these Terms, along with all officers, directors, employees, contractors, agents, or volunteers in and under Subscriber's control and/or supervision, who are also bound to these Terms.

#### b. Updates to the Terms.

When using the Software, the Solution, and/or any others solutions and/or services provided by Füsus via the Software, You will be subject to any updates and revisions to these Terms. Füsus reserves the right, at Füsus's sole discretion and without prior notice to You, to update, amend, change, modify, add, or remove portions of these Terms at any time by posting the updated Terms ("Updates"). Unless otherwise stated in

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writing by Füsus, all Updates shall be effective immediately upon posting on the Software, and Your continued use of the Füsus Software after the posting of any Updates to these Terms constitutes Your binding acceptance of such changes. You acknowledge and agree that it is Your responsibility to ensure that You are current and up-to-date in Your understanding of and compliance with these Terms, notwithstanding whether or not Füsus has posted any notice of Updates to these Terms on the Software, and you acknowledge, understand, and agree that You must penodically check these Terms for Updates. Additional posted policies, guidelines or rules applicable to specific services and features, may be posted from time to time ("Policies"). All such Policies are hereby incorporated by reference into these Terms. In the case of any inconsistency between these Terms and any other document that has been incorporated by reference herein, these Terms shall control.

#### **1 CONTENT**

#### A. Content Defined.

The Software contains the Solution and may contain other solutions and products and services, as well as a variety of materials and other items relating to the Solution and to Füsus's other products and services, and similar items from our licensors and other third parties, including all layout, information, text, data, files, i images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio dips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Software and of the Solution, and the compilation, assembly, and arrangement of the materials of the Software and any and all copyrightable material (including source and object code), trademarks, logos, trade names, service marks, company names, and trade identities of various parties, including those owned by Füsus and those owned by third parties and licensed to Füsus for use on the Software (collectively, "Trademarks"), and other forms of intellectual property included in the Software, in the Solution and any other product or solution or service provided by Füsus through the Software is defined and referred to collectively in these Terms as "Content"...

#### B. Ownership.

The Software (including any past, present, and future versions) and the Content are owned by Füsus or controlled by Füsus through licenses granted to Füsus by its licensors. All right, title, and interest in and to the Content available via the Software is the property of Füsus or of our licensors, and is protected by U.S. federal copyright, trademark, patent, and trade secrets laws and by other federal and state intellectual property, and unfair competition laws. In addition to Füsus's copyright ownership of the Content, Füsus owns a copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Software. "Intellectual Property Rights," as used in these Terms, means any and all rights belonging to Füsus and existing under patent law, copyright law, semiconductor thip protection law, trade secret law, trademark law, unfair competition law, publicity rights faw, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide, in any intellectual property, which includes, but is not limited to, patentable inventions, ideas, and processes, trade secrets, trademarks, trade names, copyrightable works, and any confidential information. As between You and Füsus, Füsus retains all its respective titles, interests, and ownership in the Software and the Content, and You understand and acknowledge that neither You nor any other Subscriber acquires any ownership in any Intellectual Property Rights regarding the Software or the Content under these Terms.

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#### C. Limited License Granted to You

Subject to Your strict and ongoing compliance with Your Subscription Agreement and with these Terms, Fúsus grants You a limited, non-exclusive, revocable, non-assignable, and non-transferable license to use the Software and the Solution (the "Limited License"). The foregoing Limited License does not give You any ownership of, or any other intellectual property interest in, any Content (including, but not limited to, the Solution), and Fúsus reserves the right to suspend or terminate, at any time and for any reason, Your Limited License without any advance notice to You, and without any liability. This Agreement and any Additional Terms include only narrow, limited grants of rights to Content and to use and access the Software. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to You are reserved by Fúsus. Any unauthorized use of any Content or the Software for any purpose is strictly prohibited.

#### 2 SUBSCRIBER-GENERATED CONTENT CONTENT YOU SUBMIT

A. Your Ownership of Subscriber-Generated Content

Fúsus may provide a Subscriber the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Software (collectively, "submit") messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials created by a Subscriber (collectively, "Subscriber-Generated Content"). Subject to the rights and iccess You grant to Fúsus under these Terms (see below), You retain whatever legally cognizable right, title, and interest that You have in Your Subscriber-Generated Content. You understand and acknowledge that Fúsus has no obligation to monitor or enforce Your intellectual property rights to Your Subscriber-Generated Content (hereinafter, "Pil").

#### **B. Füsus's Enforcement Rights in Subscriber-Generated Content**

You grant Füsus the exclusive right to protect and enforce its licensed rights to Your Subscriber-Generated Content while it is posted on the Software, including the right to bring and control enforcement actions in Your name and on Your behalf at Füsus's cost and expense

C. Your Representations and Warranties and Your Indemnification Obligations for Your Subscriber-Generated Content

Each time You submit any Subscriber-Generated Content, You represent and warrant that You are the sole author and owner of the intellectual property and other rights to the Subscriber- Generated Content, or You have a fawful right to submit the Subscriber-Generated Content

**3. REPORTING INTELLECTUAL PROPERTY INFRINGEMENT** 

A. DMCA Notice for Copyright Infringement.

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Füsus will respond appropriately to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"), as set forth below. If You own a copyright in a work (or represent such a copyright owner) and believe that the copyright in that work has been infringed by an improper posting of it as part of Subscriber-Generated Content on the Software, then You may send us a written notice that includes all of the following:

(1) a subject line that says. "DMCA Copyright Infringement Notice", and

(2) a description of the copyrighted work that You claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works, and

(3) a description of the location of the infringing material on the Software; and

(4) Your full name, address, telephone number, and e-mail address, and

(5) a statement by You that You have a good faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the copyright owner, and

(6) a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, and that You are the copyright owner (or, if You are not the copyright owner, then Your statement must indicate that You are authorized to act on the behalf of the owner), and.

(7) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters "//s//" followed by Your full typed name, which will serve as Your electronic signature.

Fusus may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing, requirements, and Fusus may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Füsus will only respond to DMCA Notices that it receives by mail or e-mail at the addresses below

By Mail Fúsus ATTN DMCA Notice 5550 Triangle Pky, Suite 385 Peachtree Corners, GA 30092

By E-Mail support@füsus.com

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We may send the information that You provide in Your DMCA Notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification,

Without limiting Füsus's other rights, Füsus may, in appropriate circumstances, terminate a repeat infringer's access to the Software and any other Software owned or operated by Füsus.

B. DMCA Counter-Notification regarding Copyright Infringement.

If access on the Software to a work that You submitted to Füsus is disabled or the work is removed as a result of a DMCA Notice, and if You believe that the disabled access or removal is the result of mistake or misidentification, then You may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

(1) a subject line that says: "DMCA Counter-Notification"; and

(2) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared on the Software before it was removed or disabled; and
 (3) a statement made under penalty of perjury that You have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and

(4) Your full name, address, telephone number, e-mail address, and the username of Your Account; and (5) a statement that You consent to the jurisdiction of the Federal District Court for the judicial district in which Your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the District of Georgia), and that You will accept service of process from the person who provided DMCA notification to us or an agent of such person; and

(6) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters "//s//" followed by Your full typed name, which will serve as Your electronic signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than 10 and not more than 14 business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Software. You should also be aware that we may forward the DMCA Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

C. Reporting Infringement of Other Intellectual Property.

If You own intellectual property other than a copyright and believe that Your intellectual property has been infringed by an improper posting or distribution of it on the Software, then You may send Füsus a written notice to one of the addresses set forth in Section 4.A. above that includes all of the following

(1) a subject line that says. "Intellectual Property Infringement Notice", and

{2} a description of the intellectual property that You claim has been infinged, or a list of the intellectual property if multiple works have been infringed, and (3) a description of the location of the infringing material on the Software; and

(4) Your full name, address, telephone number, and e-mail address; and

(5) a statement by You that You have a good faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the owner; and

(6) a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, and that You are the owner (or, if You are not the owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and,

(7) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters "//s//" followed by Your full typed name, which will serve as Your electronic signature.

Fūsus will act on such notices in its sole discretion. Any User of the Software that fails to respond satisfactorily to Fūsus with regard to any such notice is subject to suspension or termination. We may send the information that You provide in Your notice to the person who provided the allegedly infringing material.

4, YOUR ACCOUNT AT FUSUS.

A, Registration.

To access the Solution through the Software, You not only must execute a Subscription Agreement, but also You must become a registered user of the Software by establishing an Account. The Software's practices governing any resulting collection and use of Your personal information in Your Account are disclosed in its Privacy Pokcy.

B. Usernames and Passwords.

If You register for any feature of the Software that requires a password and/or username, such as the Solution, then You will select Your own password at the time of registration (or we may send You an email notification with a randomly generated initial password) and You agree to the following:

(1) You will not use a username (or e-mail address) that is already being used by someone else, that may impersonate another person, that belongs to another person, that violates the intellectual property or other right of any person or entity, or that is offensive (Füsus may reject the use of any password, username, or email address for any reason in our sole discretion); and

(2) You will provide accurate, current, and complete registration information about Yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete for as long as You use the features to which the registration relates; and (3) You are solely responsible for all activities that occur on the Software under Your Account, password, and username, whether or not You authorize the activity (except to the extent that any activity occurs due to unauthorized use of Your password and username by another person or entity), and, accordingly, if You are an entity Subscriber, You are solely responsible for the actions of all persons subject to Your control and/or supervision who access the Software and the Content through Your subscription; and

(4) You are solely responsible for maintaining the confidentiality of Your password and for restricting access to Your computers, phones, pads, tablets, or other Internet Access Devices, so that unauthorized personsmay not access any password protected portion of the Software using Your name, username, or password; and (5) You will immediately notify Füsus of any unauthorized use of Your Account, password, or username, or any other breach of security; and

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(6) You will not sell, transfer, or assign Your Account or any Account rights.

Fūsus shall have no liability for any loss or damage (of any lund and under any legal theory) to You or any third party arising from Your inability or failure for any reason to comply with any of the foregoing security obligations.

C. Termination in the Event of Non-appropriation.

If You are a public entity and do not appropriate funds for this agreement, then this agreement and all Your obligations terminate. A refund will be provided for any unused portion of the paid subscription, after the 30 day notice period through the remainder of the term.

**D. Software Access Charges.** 

Fúsus reserves the right, upon reasonable notice, to charge for access to some or all of the Software, charge for access to premium functionality or Content on some or all of the Software, or require a subscription or registration to access some or all of the Software. Fúsus further retains the right to change the terms and conditions for accessing the Software or portions of the Software; and the right to restrict access to the Software or portions of the Software, in whole or in part, based on any lawful eligibility requirements Fúsus may elect to impose (e.g., geographic or demographic limitations). Fúsus may modify, revalue, or make the registration free at its sole discretion without advance notice or liability.

E. Your Use of an Internet Access Device and Third-Party Components.

You understand and agree that Your use of any Internet Access Device and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by You to access the Software ("Third-Party Components") are the sole and exclusive responsibility of You, including all costs of Your use of such Third-Party Components, and that Füsus has no responsibility for such thurd-party components, services, or Your relationships with such third parties. You agree that You shall at all times comply with the lawful terms and conditions of Your agreements with such third parties. Füsus does not represent or warrant that the Software and the Content are compatible with any specific third-party hardware or software or any other Third-Party Components. You are responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the Software.

#### F. Wireless Features.

The Software may offer certain features and services that are available to You via Your wireless Internet Access Device. These features and services may include the ability to access the Software's features and upload content to the Software, receive messages from the Software, and download applications to Your wireless Internet Access Device (collectively, "Wireless Features"). Standard messaging, data, and other fees may be charged by Your carrier to participate in Wireless Features. Fees and charges may appear on Your wireless bill or be deducted from Your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with Your carrier or wireless Internet Access Device. You should check with Your carrier to find out what plans are available and how much they cost. Contact Your carrier

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directly with questions regarding these issues. You understand and acknowledge that Fúsus has no responsibility or liability for Your ability or inability to access or take advantage of any Wireless Features due to Your carrier, Your phone service plan, Your Internet Access Device, or any other Third-Party Component

### **G** Customar Service

Fúsus will respond to consumer service requests and other similar inquines if property communicated to Fúsus.

5. YOUR GENERAL REPRESENTATIONS AND WARRANTIES

You represent and warrant the following in respect of this Agreement

A. You have the necessary authority to enter into this Agreement, and

B. If You are an individual, You are over the age of eighteen; and

C. You shall cooperate with all of the instructions, rules, and procedures that apply to Your Füsus. Account;

D. You have provided and will continue to provide true, accurate, current, and complete Account registration information, and

E. You will respect and abide by all of Your obligations under this Agreement, and You will perform Your obligations under this Agreement diligently, and

F If You are an entity Subscriber, You will monitor and closely supervise all of the persons under Your employment, including all officers, directors, employees, contractors, agents, and legal representatives who access the Software and the Content through Your subscription to ensure their compliance with these Terms, and You understand, acknowledge, and agree that You are entirely responsible for such compliance by all persons subject to Your control and/or supervision, and

G. You will comply with all laws and regulations applicable to this Agreement and to the Software and Content, include all laws regarding personal rights of privacy and publicity

### 6. GENERAL PROVISIONS.

#### A. Severability and Interpretation.

If any provision of this Agreement, is for any reason deemed invalid, unlawful, void, or unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from this Agreement, and the invalidity of the provision will not affect the validity or enforceability of the remainder of this Agreement.

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which will remain in full force and effect.

**B** Communications.

Whenever You communicate with Füsus electronically, such as via e-mail, You consent to receive communications from Füsus electronically. Please note that, except as set forth in the provisions of this. Agreement regarding the DMCA, Füsus is obligated to respond to inquiries that it receives.

#### C. Assignment.

Fūsus may assign its rights and obligations under this Agreement, in whole or in part, to any party at any time without any notice. This Agreement may not be assigned by You, and You may not delegate Your dubes under these Terms, without the prior written consent of an officer of Fūsus.

#### D. No Waiver

Except as expressly set forth in this Agreement, no failure or delay by You or Fösus in exercising any rights or remedies under this Agreement will operate as a waiver of that or any other right or remedy.

E. No Partnership or Joint Venture.

Neither this Agreement, nor any terms and conditions contained herein shall be construed as creating a partnership, joint venture, franchise or agency relationship between You and Fúsus

F. Complete Agreement

This Agreement contains Your entire understanding with Fúsus with respect to the subject matter and supersedes any and all prior oral or written proposals or understanding.

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Office of the City Attorney



### **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO ENTER IN TO A CONTRACT WITH PILEUM CORPORATION FOR ITS FUSUS REAL TIME CRIME CENTER TECHNOLOGY SYSTEM, A TECHOLOGY THAT WILL ENHANCE THE JACKSON POLICE DEPARTMENT FOR YEARS TO COME is legally sufficient for placement in NOVUS Agenda.

<u>/s/James Anderson, Jr.</u> Deputy City Attorney

# RESOLUTION OF THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS UPDATING THE CITY OF JACKSON PUBLIC TRANSIT (JTRAN)

WHEREAS, the Uniform Administrative Requirements, 2 C.F.R. 200.324, allow a recipient to self-certify a procurement system that complies with Federal requirements, in lieu of submitting pre-procurement reviews; and

WHEREAS, the Planning and Development/Public Transit certifies that the procurement system will comply with:

- (a) U. S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R Part 1201, which incorporates by reference U. S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Part 200, particularly 2 C.F.R 200.317-200.326 "Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to Federal Transit Administration (FTA) procurements;
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance; and

WHEREAS, pursuant to FTA Circular 4220.1F, all direct or primary recipients of federal transit funds must document their compliance with Third Party Contracting by providing a Procurement Manual during Triennial and Procurement Reviews once every three (3) years; and

WHEREAS, the City of Jackson Public Transit (JTRAN) has been, is, and will continue to be a recipient of federal financial assistance; and

WHEREAS, the City of Jackson is required to sign certifications and assurances that it will comply with all federal statues relating to procurement; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor is authorized to execute documents updating the City of Jackson Public Transit (JTRAN) Procurement Manual, consistent with and in compliance with the requirements of said plan as pinned in the Fiscal Year 2020 Certifications & Assurances on March 18, 2020.

Agenda Item 31 December 8, 2020 (Harris,Lumumba) Item No.: Agenda Date: December 8, 2020 By: (Welch, Hillman, Lumumba)

POINTS		COMMENTS	
1.	Brief Description/Purpose	<b>RESOLUTION OF THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS UPDATING THE CITY OF JACKSON PUBLIC TRANSIT (JTRAN) PROCUREMENT MANUAL POLICY</b>	
2.	<ul> <li>Public Policy Initiative</li> <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 &amp; Transportation</li> <li>7. Quality of Life</li> </ul>	6. Infrastructure & Transportation.	
3.	Who will be affected	All citizens and visitors of the City of Jackson	
4.	Benefits	All citizens and visitors of the City of Jackson	
5.	Schedule (beginning date)	Upon signing	
6.	Location:	Department of Planning & Development/Office of Transportation/All Wards	
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation	
8.	COST	n/a	
9.	Source of Funding General Fund Grant Bond Other	n/a	
10.	EBO participation	DBE 0.00%         WAIVER yes no _X_ N/A           AABE%         WAIVER yes no N/AX_           WBE%         WAIVER yes no N/AX_           IIBE%         WAIVER yes no N/AX_           NABE%         WAIVER yes no N/AX_	

### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 12/8/2020

### **MEMORANDUM**

TO: Chokwe A. Lumumba, Mayor
THRU: Jordan Hillman, Director Department of Planning & Development
FROM: Christine F. Welch, Deputy Director Office of Transportation *W*DATE: November 23, 2020
RE: Agenda Item for December 8, 2020 City Council Meeting

The attached agenda item authorizes the Mayor to approve the 2020 City of Jackson Public Transit (JTRAN) Procurement Manual and shall be consistent with and in compliance with the requirements said plan as pinned in the Fiscal Year 2020 Certifications & Assurances on March 18, 2020.

City of Jackson Public Transit Procurement Policy and Procedures Manual establish guidelines and minimum standards that will comply with the processing of third-party contracts and purchases. The City of Jackson Public Transit will ensure competitive bidding through full and open competition and equitable treatment of all potential sources for all potential sources for all purchases made with funding derived from Federal, State, and Local Governments.

If you have any questions, please call Christine Welch, Deputy Director (601) 960-1909 or e-mail cwelch@jacksonms.gov.

**Office of the City Attorney** 

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

### **OFFICE OF THE CITY ATTORNEY**

THOROF THE CITY MILDOWN This RESOLUTION OF THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS UPDATING THE CITY OF JACKSON PUBLIC TRANSIT (JTRAN) PROCUREMENT MANUAL POLICY is legally sufficient for placement in NOVUS Agenda.

Jan

Chandra Gayten, Deputy City Attorney

# ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH FUSE.CLOUD TO PROVIDE EQUIPMENT AND VOICE OVER INTERNET PROTOCOL (VOIP) AND INTERNET SERVICES FOR TRANSPORTATION SYSTEM AT JTRAN

WHEREAS, on October 27, 2020, the Department of Planning and Development, through its Transit Division, issued Request for Proposals for equipment and voice over internet protocol (VoIP) and internet services for the transportation system; and

WHEREAS, Fuse.Cloud proposed to provide high quality technology service that does not require a sacrifice in personal relationships by installation, equipment, training, and voice and fiber internet telephone services; and

WHEREAS, based on the best value procurement policy, the Transit Division determined that Fuse.Cloud will provide the best value in equipment, installation, training, and voice and fiber internet telephone service, and determined Fuse.Cloud to be the most responsive proposer to the October 27, 2020, Request for Proposals; and

WHEREAS, the first-year cost is \$40,967.80, which includes \$10,732.00.00 in equipment costs; and

WHEREAS, Fuse.Cloud will provide additional modules at a firm fix price of \$30,235.80 per year, for years 2-5, for a total of \$151,179.00, which will enhance the performance of the telephone service over the life of said contract; and

WHEREAS, the total cost for the software, equipment and software for five (5) years is not to exceed \$192,146.80, and is funded at 80% federal and 20% general fund; and

WHEREAS, the contract with Fuse.Cloud is subject to a financial assistance contract between the City of Jackson and the U.S. Department of Transportation (USDOT), Federal Transit Administration (FTA).

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the Agreement and related documents with Fuse.Cloud, Inc. to provide equipment and voice over internet protocol (VoIP) and internet services for the transportation system at JTRAN for one (1) year at a cost not to exceed \$40,967.80.

IT IS FURTHER ORDERED that the agreement may be renewed under the same terms and conditions up to four (4) additional years, at a cost not to exceed \$30,235.80 per year, subject to the right of the succeeding governing authorities to void.

Agenda Item 32 December 8, 2020 (Hillman, Lumumba)

Item No.: \_\_\_\_\_ Agenda Date: December 8, 2020 By: (Welch, Hillman, Lumumba)

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH FUSE.CLOUD TO PROVIDE EQUIPMENT AND VOICE OVER INTERNET PROTOCOL (VOIP) AND INTERNET SERVICES FOR TRANSPORTATION SYSTEM AT JTRAN	
2.	Public Policy Initiative1. Youth & Education2. Crime Prevention3. Changes in City Government4. Neighborhood Enhancement5. Economic Development6. Infrastructure & Transportation7. Quality of Life	6. Infrastructure & Transportation.	
3.	Who will be affected	All citizens and visitors of the City of Jackson	
4.	Benefits	All citizens and visitors of the City of Jackson	
5.	Schedule (beginning date)	Upon signing of contract	
6.	Location:	Department of Planning & Development/Office of Transportation/All Wards	
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation	
8.	COST	\$192,146.80 Total Cost (80%: \$153,717.44/20%: \$38,429.36) Year 1: \$40,967.80 Equipment Start Up: \$10,732.00 Year 2-7: \$151,179.00 (\$30,235.80 per year)	
9.	Source of Funding General Fund X Grant X Bond Other	187.565.20.6454:       \$30,235.80 (Year 1)         187.565.30.6847:       \$10,732.00 (Year 1)         187.565.20.6454:       \$30,235.80 (Year 2)         187.565.20.6454:       \$30,235.80 (Year 3)         187.565.20.6454:       \$30,235.80 (Year 4)         187.565.20.6454:       \$30,235.80 (Year 5)         General Fund       \$38,429.36	
10.	EBO participation	DBE       %       WAIVER       yes       no       X       N/A         AABE       %       WAIVER       yes       no       N/A       X         WBE      %       WAIVER       yes       no       N/A       X         HBE      %       WAIVER       yes       no       N/A       X         HBE      %       WAIVER       yes       no       N/A       X         NABE      %       WAIVER       yes       no       N/A       X	

### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 12/8/20

### **MEMORANDUM**

TO: Choke A. Lumumba, Mayor
THRU: Jordan Hillman, Director Department of Planning & Development
FROM: Christine F. Welch, Deputy Director Office of Transportation
DATE: November 20, 2020
RE: Agenda Item for December 8, 2020 City Council Meeting

The attached agenda item authorizes the Mayor to enter into an Agreement with Fuse.Cloud for the provision of equipment and voice over internet protocol (VoIP) and internet services for the transportation system at JTRAN.

On October 27, 2020, the Department of Planning and Development, Office of City Planning, Transit Services Division, released a Request for Proposals (RFP) for a contractor for equipment and voice over internet protocol (VoIP) and internet service for the transportation system at JTRAN. The City determined that Fuse.Cloud was the most responsive provider.

Fuse.Cloud is the "Best Value" solution for the City of Jackson based on the final Best and Final Offer "BAFO" submitted. Fuse.Cloud will be able to provide upgrades to the existing telephone equipment and service to ensure a constant communication link.

If you have any questions, please call Christine Welch, Deputy Director (601) 960-1909 or e-mail <u>cwelch@jacksonms.gov</u>.

**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 THE AGREEMENT AND RELATED DOCUMENTS WITH FUSE.CLOUD TO PROVIDE EQUIPMENT AND VOICE OVER INTERNET PROTOCOL (VOIP) AND INTERNET SERVICES FOR TRANSPORTATION SYSTEM AT JTRAN is legally sufficient for placement in NOVUS Agenda.

Chandra Gayten, Deputy City Attorney

12/3 ) DATE

### ORDER AUTHORIZING THE MAYOR TO EXECUTE ONE YEAR OF THE TWO OPTIONAL YEARS WITH SERVICEMASTER COMMERCIAL CLEANING OF JACKSON TO PROVIDE JANITORIAL SERVICES AND SUPPLIES FOR THE ADMINISTRATION BUILDING AND CUSTOMER SERVICE OFFICE (UNION STATION) OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN)

WHEREAS, on January 8, 2019, Minute Book 6O, Page 255, the governing authorities authorized the Mayor to execute the agreement with ServiceMaster Commercial Cleaning of Jackson to provide janitorial services and supplies for the Administration Building and Customer Service Office (Union Station) of the City of Jackson's Public Transportation System (JTran); and

WHEREAS, in response to the Request for Qualifications, Respondents submitted pricing for a two (2) year contract with two (2) one year options; and

WHEREAS, ServiceMaster Commercial Cleaning of Jackson included a quote of \$35,736.00 per year for the 1<sup>st</sup> two (2) years and \$35,736.00 per year for Option 1 and Option 2; and

WHEREAS, the Transit Division of the Department of Planning and Development is recommending that the governing authorities authorize the Mayor to execute the amendment to the Agreement with ServiceMaster Commercial Cleaning of Jackson, Option 1, to provide janitorial services and supplies for the Administration Building and Customer Service Office (Union Station) beginning January 22, 2021 through January 22, 2022, at a cost of \$35,736.00.

WHEREAS, the Federal Transit Administration will provide \$28,588.50 or (80%) to fund the procurement described, with a local match of \$7,147.20 or (20%).

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the amendment to the Agreement with ServiceMaster Commercial Cleaning of Jackson, Option 1, to provide janitorial services and supplies for the Administration Building and Customer Service Office (Union Station) beginning January 22, 2021 through January 22, 2022, at a cost of \$35,736.00.

Agenda Item 33 December 8, 2020 (Hillman, Lumumba) Item#\_\_\_\_\_ Agenda Date: December 8, 2018 By: (Welch, Hillman, Lumumba)

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE ONE YEAR OF THE TWO OPTIONAL YEARS WITH SERVICEMASTER TO PROVIDE JANITORIAL SERVICES AND SUPPLIES FOR ADMINISTRATION BUILDING AND CUSTOMER SERVICE OFFICE (UNION STATION) OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN) BEGINNING JANUARY 22, 2021 AND EXPIRING AT MIDNIGHT ON JANUARY 22, 2022	
2.	Public Policy Initiative1. Youth & Education2. Crime Prevention3. Changes in City Government4. Neighborhood Enhancement5. Economic Development6. Infrastructure & Transportation7. Quality of Life	6. Infrastructure & Transportation.	
3.	Who will be affected	Residents and visitors of JAMF	
4.	Benefits	Residents and visitors of JAMF	
5.	Schedule (beginning date)	January 22, 2021	
6.	Location:	Department of Planning & Development/Office of Transportation/All wards	
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation	
8.	COST	\$35,736.00	
9.	Source of Funding General Fund x Grant x Bond Other	187.565.10.6461 Grant(80%): MS-2020-001-00/ALI 44.24.00 \$28,588.80 General Fund(20%): \$7,147.20	
10.	EBO participation	ABE       %       WAIVER yes       no       N/A       X         AABE       %       WAIVER yes       no       N/A       X         WBE       %       WAIVER yes       no       N/A       X         HBE       %       WAIVER yes       no       N/A       X         HBE       %       WAIVER yes       no       N/A       X         NABE       %       WAIVER yes       no       N/A       X	

### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 12/8/2020

### **MEMORANDUM**

TO: Chokwe A. Lumumba, Mayor

THRU: Jordan Hillman, Director Department of Planning & Development

FROM: Christine Welch, Deputy Director Office of Transportation

DATE: November 23, 2020

**RE:** Agenda Item for December 8, 2020 City Council Meeting

The attached agenda item authorizes the Mayor to extend the Agreement with ServiceMaster to provide janitorial services and supplies for administration building and customer service office (Union Station) to use one (1) year of the two optional years beginning January 22, 2021 and expiring at midnight on January 22, 2022 at the cost of \$35,736.00.

A city council authorization order was approved on January 8, 2019 and is attached for reference. It is respectfully requested that this contract addendum be executed.

It is the recommendation of this department that this contract addendum be approved. If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail <u>cwelch@city.jackson.ms.us</u>.

**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

ICE OK

### **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE ONE YEAR OF THE TWO OPTIONAL YEARS WITH SERVICEMASTER COMMERCIAL CLEANING OF JACKSON TO PROVIDE JANITORIAL SERVICES AND SUPPLIES FOR THE ADMINISTRATION BUILDING AND CUSTOMER SERVICE OFFICE (UNION STATION) OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN) is legally sufficient for placement in NOVUS Agenda.

Chandra Gayten, Deputy City Attorney

### ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI REQUIRING NO PARKING DESIGNATION AND NO PARKING SIGNS ON POWERS AVENUE BETWEEN WOODROW WILSON AVENUE AND LAVERNET ROAD.

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

WHEREAS, the section of Powers Avenue is a curved and narrow section of said street which is difficult to maneuver in the best of circumstances; yet, there is street parking occurring that is blocking the view of incoming traffic and blocking the ability of drivers pathway of incoming traffic to try to avoid collisions; and

WHEREAS, the Jackson City Council must make this occurrence of street parking a priority to alleviate this threat to pedestrians and motorists whose public access is made a high risk for harm and collisions and to thereby declare this section of Powers Avenue as a no parking area and to erect no parking signs in this area.

IT IS THEREFORE ORDERED that the City Council of Jackson, Mississippi hereby requires a no parking designation and no parking signs on Powers Avenue between Woodrow Wilson Avenue and Lavernet Road.

Agenda Item Number #\_\_\_\_\_\_ Stokes 12/8/2020

Agenda Item 34 December 8, 2020 Stokes

# **RESOLUTION ADOPTING THE 2021 REGULAR COUNCIL MEETING SCHEDULE OF THE JACKSON CITY COUNCIL.**

WHEREAS, Section 21-8-11(2) of the Mississippi Code Annotated (1972), as amended, specifies that, under the mayor-council form of government, that "regular public meetings of the council shall be held on the first Tuesday after the first day of July after the election of the members of the council that is not on a weekend and at least monthly thereafter on the first Tuesday after the first Monday in each month, or at such other times as the council by order may set; and

WHEREAS, Jackson Code of Ordinances, Section 2-62(b), states that "regular meetings of the council shall be held on every other Tuesday at 10:00 a.m. except that on the second meeting of the month, the meeting shall be held at 6:00 p.m.; and

WHEREAS, Section 2-62(b) further states that at 4:00 p.m. on each Monday preceding a regular Tuesday council meeting the council will also hold a planning session to discuss the business to be considered at the following regular Tuesday council meeting; and

WHEREAS, the Office of the Clerk of the Council has determined the 2021 Regular Council Meeting Schedule of the Jackson City Council, pursuant to the above referenced statute and ordinances, as follows:

City Council Regular Meeting Dates	Time
January 5, 2021	<u>10:00</u> a.m.
January 9, 2021	6:00 p.m.
February 2, 2021	10:00 a.m.
February 16, 2021	6:00 p.m.
March 2, 2021	10:00 a.m.
March 16, 2021	6:00 p.m.
March 30, 2021	10:00 a.m.
April 13, 2021	10:00 a.m.
April 27, 2021	6:00 p.m.
May 11, 2021	10:00 a.m.
May 25, 2021	6:00 p.m.
June 8, 2021	10:00 a.m.
June 22, 2021	6:00 p.m.
July 6, 2021	10:00 a.m.
July 20, 2021	6:00 p.m.
August 3, 2021	10:00 a.m.
August 17, 2021	6:00 p.m.
August 31, 2021	10:00 a.m.
September 14, 2021	10:00 a.m.
September 28, 2021	6:00 p.m.
October 12, 2021	10:00 a.m.

2021 Regular City Council Meeting Schedule

Agenda Item 35 December 8, 2020 Jackson City Council

October 26, 2021	6:00 p.m.
November 9, 2021	10:00 a.m.
November 23, 2021	6:00 p.m.
December 7, 2021	10:00 a.m.
December 21, 2021	6:00 p.m.

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JACKSON CITY COUNCIL 12/8/2020

Agenda Item 35 December 8, 2020 Jackson City Council

# ORDER APPOINTING VICTOR ALLEN AS POLICY ANALYST FOR THE CITY OF JACKSON

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Policy Analyst was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, after evaluating his qualifications and experience, it has been determined that Victor Allen is a suitable person to serve as Policy Analyst for the City of Jackson; and

WHEREAS, on December 8, 2020, Councilman De'Keither Stamps nominated Victor Allen to serve as Policy Analyst for the City of Jackson; and

WHEREAS, the nomination came before the City Council for confirmation as required by Section 21-8-23, Mississippi Code of 1972, as amended; and

**IT IS HEREBY ORDERED** by the City Council of the City of Jackson that Victor Allen shall be appointed to serve as Policy Analyst for the City of Jackson

Agenda Item #\_\_\_\_ December 8, 2020 STAMPS

Agenda Item 36 December 8, 2020 Stamps

### ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ONSITE LABORATORIES DOING BUSINESS AS LABLINQ FOR COVID-19 TESTING OF CITY OF JACKSON EMPLOYEES

**WHEREAS,** in March 2020, federal, state, and local emergencies were declared based on the COVID-19 pandemic; and

**WHEREAS,** the State of Mississippi is considered to be a *red zone* based on the rate of COVID 19 infection; and

**WHEREAS,** the City of Jackson is situated in Hinds County, Mississippi, which has the highest rate of infection among counties in Mississippi's; and

**WHEREAS,** the magnitude of the spread of the COVID-19 virus has severely limited the availability of beds within local hospitals; and

**WHEREAS,** aggressive measures, including but not limited to, mass testing is necessary because the virus can be spread by asymptomatic persons; and

**WHEREAS,** Section 33-15-17(c) of the Mississippi Code authorizes a municipality to appropriate and expend funds, make contracts, obtain and distribute equipment, materials, and supplies for emergency management purposes and provide for the health and safety of persons; and

WHEREAS, Onsite Laboratories was issued a Clinical Laboratory Improvement Amendments Certificate (CLIA) by the Centers for Medicare and Medicaid Services with an effective date of September 15, 2020; and

WHEREAS, Onsite Laboratories CLIA identification number is 34D2192795; and

**WHEREAS,** Onsite Laboratories' address is 839 Majestic Court, Ste. 3, Gastonia, North Carolina 28054; and

WHEREAS, the Certificate issued to Onsite Laboratories indicates that it is approved to accept human specimens for the purpose of performing laboratory examinations or procedures at its address and other approved locations; and

WHEREAS, Onsite Laboratories has a mobile testing lab known as LabLinq; and

**WHEREAS,** Onsite Laboratories represented to the City that its mobile testing lab is approved to conduct testing in all 50 states; and

WHEREAS, Onsite Laboratories and the Administration entered into negotiations regarding the feasibility of providing testing for all municipal employees and also citizens of the City of Jackson; and

**WHEREAS,** Onsite Laboratories has agreed to provide up to one million (1,000,000,) qpcr tests with the furnishing of same day results for municipal employees and the City of Jackson; and

Agenda Item 37 December 8, 2020 Blaine, Lumumba WHEREAS, Onsite Laboratories will bill the health insurance of employees and individuals given the test; and

**WHEREAS,** the City of Jackson has a *self-funded* health insurance plan in which a substantial majority of municipal employees are and have become participants because the City is paying 100% of the employees' premiums; and

**WHEREAS,** United Healthcare serves as the third party administrator of the City of Jackson's plan with claims being paid by the City; and

**WHEREAS,** the normal costs billed by Onsite Laboratories is \$185.00 per person for specimen collection and lab work; and

**WHEREAS**, Onsite Laboratories will bill the federal funding source for uninsured testing through the CARES Act for the specimen collection and lab work of COVID testing provided to City employees; and

**WHEREAS**, the federal government declared that uninsured will not be billed for COVID testing and has created a fund for testing facilities to bill; and

**WHEREAS,** the public health will be served by the testing of municipal employees, who interact with the public.

**IT IS THEREFORE ORDERED** that the Mayor shall be authorized to execute an agreement with Onsite Laboratories to provide COVID-19 testing for municipal employees at no costs to the City upon testing.

**IT IS FURTHER ORDERED** that Onsite will bill the federal government for uninsured testing through the CARES Act for the specimen collection and lab work of COVID-19 testing for municipal employees.

Agenda Item #38 December 4, 2020 (BLAINE, LUMUMBA)

P	OINTS	COMMENTS	
1.	Brief Description/Purpose	Order authorizing the Mayor's execution of a memorandum of understanding by and among the City of Jackson, MS and LabLinq for testing of city first responders, city employees and residents for COVID-19.	
2.	Public Policy Initiative1. Youth & Education2. Crime Prevention3. Changes in City Government4. Neighborhood Enhancement5. Economic Development6. Infrastructure and Transportation7. Quality of Life	Quality of Life	
3.	Who will be affected	Department of Constituent Services, neighborhood associations, community stakeholders, public in general, and others participating in program.	
4.	Benefits	Order authorizing the Mayor's execution of a memorandum of understanding by and among the City of Jackson, MS and LabLinq for testing of city first responders, city employees and residents for COVID-19.	
5.	Schedule (beginning date)	Upon council approval	
6.	<ul> <li>Location:</li> <li>WARD</li> <li>CITYWIDE (yes or no) (area)</li> <li>Project limits if applicable</li> </ul>	Citywide	
  7.	Action implemented by: City Department Consultant	Mayor's Office	
8.	COST	\$0.00	
	Source of Funding <ul> <li>General Fund</li> <li>Grant</li> <li>Bond</li> <li>Other</li> </ul>	Order authorizing the Mayor's execution of a memorandum of understanding by and among the City of Jackson, MS and LabLinq for testing of city first responders, city employees and residents for COVID-19.	
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A       X         AABE       %       WAIVER       yes       no       N/A       X         WBE       %       WAIVER       yes       no       N/A       X         HBE       %       WAIVER       yes       no       N/A       X         HBE       %       WAIVER       yes       no       N/A       X         NABE       %       WAIVER       yes       no       N/A       X	

Revised 2-04