



REVISED

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

June 8, 2021

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. PASTOR EMMITT T. PAIGE – PLEASANT GIFT M B CHURCH

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

INTRODUCTION OF ORDINANCES

ADOPTION OF ORDINANCE

2. ORDINANCE AMENDING CITY OF JACKSON, MISSISSIPPI CODE OF ORDINANCES CREATING THE "CHARLES 'CHUCK' GRIFFIN, JR. ORDINANCE" SECTION 118-22 TO REVISING THE GOVERNING REGULATIONS FOR IMPOSING FEES AND PENALTIES FOR DRAG RACING VIOLATIONS RESULTING IN THE HEIGHTENED THREAT TO THE HEALTH AND SAFETY OF THE PUBLIC, INTERFERENCE OF PEDESTRIAN AND VEHICULAR TRAFFIC, ESTABLISHMENT OF A PUBLIC NUISANCE, AND THE INTERFERENCE WITH THE RIGHT OF PRIVATE BUSINESS OWNERS TO ENJOY THE USE OF THEIR PROPERTY. (BANKS)
3. ORDINANCE RECINDING AND REINSTATING ORDINANCE CHAPTER 2, ARTICLE II, DIVISION 4 AND CHAPTER 2, ARTICLE III, DIVISION 9 OF THE JACKSON CODE OF ORDINANCES.(BANKS, STAMPS, STOKES)
4. ORDINANCE RESCINDING ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, SECTION 2-336, AND DEPARTMENTS CREATION; FUNCTIONS OF THE JACKSON CODE OF ORDINANCES. (BANKS, STAMPS, STOKES)

REGULAR AGENDA

5. **CLAIMS (HORTON, LUMUMBA)**
6. **PAYROLL (HORTON, LUMUMBA)**
7. **ORDER REVISING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2020-2021. (HORTON, LUMUMBA)**
8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ASSETWORKS USA, INC., TO RENEW NECESSARY LICENSES FOR ASSET MANAGEMENT SOFTWARE. (HORTON, LUMUMBA)**
9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND TANGENT SOLUTIONS, LLC FOR THE 2021 VIRTUAL SUMMER STEAM CAMP. (KIDD, LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE LEAVELL WOODS-SYKES BASEBALL ASSOCIATION FOR USE OF CITY-OWNED ATHLETIC FIELDS, LOCATED AT LEAVELL WOODS PARK, 347 DONA DRIVE, JACKSON, MISSISSIPPI. (WARD 6) (HARRIS, LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE GROVE PARK BOYS BASEBALL ASSOCIATION, FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED IN GROVE PARK. (WARD 4) (HARRIS, LUMUMBA)**
12. **ORDER RATIFYING A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE BATTLEFIELD PARK SOCCER LEAGUE FOR USE OF THE CITY-OWNED SOCCER ATHLETIC FIELDS, LOCATED AT 953 WEST PORTER STREET, IN JACKSON, MISSISSIPPI. (WARD 5) (HARRIS, LUMUMBA)**
13. **ORDER AUTHORIZING REVISING THE DEPARTMENT OF PLANNING AND DEVELOPMENT FISCAL YEAR 2021 BUDGET. (HILLMAN, LUMUMBA)**
14. **ORDER AUTHORIZING CANCELLATION OF LIEN WITH THE HINDS COUNTY TAX COLLECTOR FOR ADJUDICATED COSTS AND PENALTIES IN THE AMOUNT OF ONE THOUSAND, FIVE HUNDRED AND THIRTEEN DOLLARS AND SEVENTY-SIX CENTS (\$1,513.76) ASSESSED FOR CLEANING PARCEL NUMBER 121-74 LOCATED AT 245 HOLLAND AVENUE, JACKSON MISSISSIPPI. (HILLMAN, LUMUMBA)**
15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH HORNE, LLP, TO COMPLETE DATA SERVICES FOR BUSINESS LICENSE RESTORATION AND OPTIMIZATION FOR THE CITY OF JACKSON, MISSISSIPPI. (HILLMAN, LUMUMBA)**
16. **ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS. (HILLMAN, LUMUMBA)**

17. **ORDER AMENDING THE FISCAL YEAR 2020-2021 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION. (WILLIAMS, LUMUMBA)**
18. **ORDER AUTHORIZING A CONTRACT SERVICE AGREEMENT WITH CINTAS CORPORATION FOR A THIRTY-SIX (36) MONTH RENTAL OF UNIFORMS FOR VARIOUS DIVISIONS WITHIN THE CITY OF JACKSON USING STATE CONTRACT #8200044758. (WILLIAMS, LUMUMBA)**
19. **ORDER AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CIVILTECH, INC., FOR THE CITY OF JACKSON 2021 BRIDGE REPAIR/REPLACEMENT PROJECTS. (CITYWIDE) (WILLIAMS, LUMUMBA)**
20. **ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH CROWN ENGINEERING, PLLC, FOR THE WEST CAPITOL STREET IMPROVEMENTS PHASE II (PRENTISS STREET TO GALLATIN STREET). (WILLIAMS, LUMUMBA)**
21. **ORDER RATIFYING RENTAL OF EQUIPMENT FROM DEVINEY EQUIPMENT FOR SEPTEMBER 2020 THROUGH OCTOBER 2020 AND AUTHORIZING PAYMENT. (ALL WARDS) (WILLIAMS, LUMUMBA)**
22. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RECOGNIZING AND SUPPORTING THE CELEBRATION OF FATHER'S DAY, 2021. (STOKES)**
23. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE 58TH ANNIVERSARY OBSERVANCE OF THE MEDGAR WILEY EVERS HOMECOMING. (STOKES)**
24. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF HONORING AND COMMENDING CALLAWAY HIGH SCHOOL CLASS OF 2021 VALEDICTORIAN CAMERON KHALIL YARBER. (BANKS)**
25. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING THE CHANGE OF THE FORM OF GOVERNMENT FROM "MAYOR-COUNCIL" TO "COUNCIL-CITY MANAGER." (STAMPS)**

DISCUSSION

26. **DISCUSSION: GRANTS (FOOTE)**
27. **DISCUSSION: CRIME STATISTICS (FOOTE)**
28. **DISCUSSION: LITIGATION (ALLEN, LUMUMBA)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

ANNOUNCEMENTS

ADJOURNMENT

ORDINANCE AMENDING CITY OF JACKSON, MISSISSIPPI CODE OF ORDINANCES CREATING THE "CHARLES 'CHUCK' GRIFFIN, JR. ORDINANCE" SECTION 118-22 TO REGULATE DRAG RACING WITHIN THE CITY OF JACKSON, MISSISSIPPI. OF THE CODE OF ORDINANCES OF JACKSON, MISSISSIPPI TO REVISING THE GOVERNING REGULATIONS FOR IMPOSING FEES AND PENALTIES FOR DRAG RACING VIOLATIONS RESULTING IN THE HEIGHTENED THREAT TO THE HEALTH AND SAFETY OF THE PUBLIC, INTERFERENCE OF PEDESTRIAN AND VEHICULAR TRAFFIC, AND THE INTERFERENCE WITH THE RIGHT OF PRIVATE BUSINESS OWNERS TO ENJOY THE USE OF THEIR PROPERTY.

WHEREAS, Section 118-22 of the City of Jackson, Mississippi Code of Ordinances currently reads as follows:

Sec. 118-22. - Drag racing on sidewalks, public streets, or any other public place in the city.

(a)It shall be unlawful for two or more persons to operate motor vehicles in such a manner as to cause the vehicles to be side by side on the roadway, or one slightly ahead of the other and either from a stopped position or while moving, to accelerate such vehicles rapidly with the intent to race or otherwise out gain the other.

The provisions shall not apply to authorized or licensed race courses, or to other areas which are specifically set aside and supervised by the police department for police training.

In any prosecution for violation of this section, intent may be shown from the surrounding circumstances, from admissions by violators, from the observations of a law enforcement officer or any other manner intent may be proven in any civil or criminal action under Mississippi law.

(b)Any person who violates this ordinance shall be subjected to a fine of \$1,000.00 and/or up to six months in jail.

(Ord. No. 2005-46(1), 11-30-05)

THEREFORE, BE IT ORDAINED by the City Council of Jackson, that Section 118-22 is hereby amended to read as follows:

~~.- Drag racing on sidewalks, public streets, or any other public place in the city.~~

~~(a)It shall be unlawful for two or more persons to operate motor vehicles in such a manner as to cause the vehicles to be side by side on the roadway, or one slightly ahead of the other and either from a stopped position or while moving, to accelerate such vehicles rapidly with the intent to race or otherwise out gain the other.~~

~~The provisions shall not apply to authorized or licensed race courses, or to other areas which are specifically set aside and supervised by the police department for police training.~~

~~In any prosecution for violation of this section, intent may be shown from the surrounding circumstances, from admissions by violators, from the observations of a law enforcement officer or any other manner intent may be proven in any civil or criminal action under Mississippi law.~~

~~(b) Any person who violates this ordinance shall be subjected to a fine of \$1,000.00 and/or up to six months in jail.~~

Section 118-22. The “Charles “Chuck” Griffin, Jr.” Drag Racing Ordinance

Pursuant to § 63-3-1215 of the Miss. Code Ann., drag racing on public roads is strictly prohibited.

(1)(a) Pursuant to §63-3-1215 of the Miss. Code Ann., no person shall drive any vehicle upon the public roads in this City in any race, speed competition or contest, drag race or acceleration contest, test of physical endurance, exhibition of speed or acceleration, or for the purpose of making a speed record, and no person shall in any manner participate in any such race, speed competition, drag race, test or physical endurance, exhibition, or purpose of making a speed record. Hereby also defined as willfully stopping the flow of traffic onto or on Municipal public, streets, roads, or property, state and federal highways.

(1)(b) No person shall obstruct or intentionally block traffic on Municipal streets, roads, property, state and federal highways.

(2) For the purposes of this section “drag race” means the operation of two (2) or more vehicles from a point side by side at accelerating speeds in a competitive attempt to out distance each other, or the operation of one or more vehicles over a common selected course, from the same point to the same point, for the purpose of comparing the relative speeds or power of acceleration of such vehicle or vehicles within a certain distance or time limit on the public roads of this City.

(3) For the purposes of this section “racing” means the use of one or more vehicles in an attempt to out gain, out distance, or prevent another vehicle from passing, or to test the physical stamina or endurance of drivers over long distance driving routes on the public roads of this City.

(4) Included under this section is the obstruction of traffic or intentional obstruction of traffic on municipal streets, roads, and federal or state highways and interstates.

(5) Any person cited and convicted of violating §63-3-1215 of the Miss. Code Ann., shall be subject to the following penalties:

(a) **First offense.** The first citation and conviction carries 10 days in jail and/or \$500 in fines. Illegal vehicles used during the commission of this violation will be towed by the City of Jackson at the owner’s expense at a rate of \$125, then stored at the city impound lot at a rate of \$35 per day for each day vehicles are held. Upon retrieving the vehicle, the motorist must present proof of ownership and receipt of all satisfied fines with the City of Jackson.

(b) **Second and Subsequent offense.** The second and/or subsequent citation and conviction carries 30 days in jail and/or \$1000 in fines. Illegal vehicles used during the commission of this violation will be towed by the City of Jackson at the owner’s expense at a rate of \$125, then stored at the city impound lot at a rate of \$35 per

day for each day vehicles are held. Upon retrieving the vehicle, the motorist must present proof of ownership and receipt of all satisfied fines with the City of Jackson.

(c) In addition to fees assessed for violating §63-3-1215 of the Miss. Code Ann., the motorist shall be responsible for any court fees imposed during this process.

(6) Pursuant to §63-3-1215 of the Miss. Code Ann., the prohibitions contained in this §63-3-1215 do not apply to events sanctioned by the City.

(7) §63-3-1215 of the Miss. Code Ann. shall be strictly enforced by the Jackson Police Department in the City of Jackson, Mississippi.

THEREFORE, IT IS FINALLY ORDAINED by the City Council of Jackson, that this Ordinance shall be in force and in effect thirty (30) days after its passage.

ORDINANCE RECINDING AND REINSTATING ORDINANCE CHAPTER 2, ARTICLE II, DIVISION 4 AND CHAPTER 2, ARTICLE III, DIVISION 9 OF THE JACKSON CODE OF ORDINANCES.

WHEREAS, Chapter 2, Article II, Division 4 and Chapter 2, Article III, Division 9 of the City of Jackson, Mississippi Code of Ordinances currently reads as follows:

~~**WHEREAS**; Section 21-8-13 of the Miss. Code Ann. specifically authorizes the City Council to "...appoint a clerk of the council and deputy clerks, as necessary, who shall compile the minutes and records of its proceedings, its ordinances and resolutions as this chapter requires, and perform such duties as may be required by law..."; and~~

~~**WHEREAS**, pursuant to Section 21-8-23 of the Miss. Code Ann. and prevailing Attorney General opinions, the "City Clerk" (also referred to in the law as "Municipal Clerk") in a Mayor-Council form of government, is appointed by "...the mayor and confirmed by an affirmative vote of a majority of the council present and voting..."; and~~

~~**WHEREAS**, the City of Jackson ("City") by ordinance presently has operated with one preeminent clerk who performs the duties of both "Clerk of the Council" and "City Clerk"; and~~

~~**WHEREAS**, the governing authorities find it in the best interest of the City to (1) formally separate the two positions, as well as the underlying deputy positions, and (2) define the duties and responsibilities of those positions; and~~

~~**WHEREAS**, the governing authorities find that Sections 2-131 through 2-135 of the Jackson Code of Ordinances should be amended as follows (deleted language denoted in strikethroughs, and added language denoted in underlined italics):~~

~~**Sec. 2-131. Clerk of the Council—Appointment; responsibilities.**~~

~~The clerk *of the council* is to be appointed by *an affirmative vote of the majority of the council members present and voting*. The clerk *of the council* is responsible to the full council with respect to those duties inherent by law.~~

~~**Sec. 2-132. Clerk of the Council—Attendance of council meetings.**~~

~~The clerk *of the council* shall attend all council meetings and *compile or direct compilation* of all minutes of the meetings. In absence of the clerk *of the council*, the duties of the clerk *of the council* shall be performed by that person serving as the chief deputy clerk *of the council*.~~

~~**Sec. 2-133. Same Clerk of the Council—Keeping of minutes and records.**~~

~~The clerk *of the council* shall *compile the minutes, and records of Council proceedings, its ordinances and resolutions and perform such duties as may be required by law*. *However, the City Clerk* shall have custody of all *said* records of the council, and~~

shall be responsible for publication of all matters which require publication by law. The minutes of the council shall be open to the public to the fullest extent allowed by law.

Sec. 2-134. — Same Clerk of the Council — Agenda and notices.

The clerk of the council shall be responsible for preparation of an agenda for all regular and special meetings and notices for same.

Sec. 2-135. — Deputy Clerks of the Council.

A chief deputy clerk of the council and seven or more deputy clerks of the council may be employed and assigned to provide clerical support and to perform such other duties as required by councilmembers. These clerks shall be appointed in the same manner as the clerk of the council.

Sec. 2-136. — Employees of the Clerk of the Council's office.

The clerk of the council shall plan and assign work and exercise general supervision of the chief deputy clerk of the council and deputy clerks of the council.

— **WHEREAS**, the governing authorities find that the following new Division and Sections be added to Chapter 2, Article III of the Jackson Code of Ordinances:

DIVISION 9. — CITY CLERK'S OFFICE

Sec. 2-325. — City Clerk — Appointment; responsibilities.

The City Clerk is to be appointed by the mayor and confirmed by the city council. The City Clerk is responsible for duties inherent by law. The City Clerk shall perform all the duties referenced in the Mississippi Code Annotated and the Jackson Code of Ordinances as belonging to the "Clerk," "Municipal Clerk," or "City Clerk."

Sec. 2-326. — City Clerk — Attendance of council meetings.

The City Clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the Clerk of the Council for recordation. In the absence of the City Clerk, the duties of the City Clerk shall be performed by that person serving as the Chief Deputy Clerk of the municipality.

Sec. 2-327. — City Clerk — Keeping of minutes and records.

The Clerk of the Council shall compile the minutes and records of all proceedings of the council, its ordinances and resolutions. The City Clerk shall keep the official minutes of the proceedings of the council, shall have custody of records of the municipality, and shall be responsible for publication of all matters which require publication by law. The minutes of the council shall be open to the public to the fullest extent allowed by law.

Sec. 2-328. – Deputy City Clerks.

In addition to the personnel already authorized or as may be authorized in the future for performance of routine duties, Deputy City Clerks or additional employees may be employed and assigned to provide clerical support and to perform such other duties as required by the governing authorities.

Sec. 2-329. – Employees of the City Clerk's office.

The City Clerk shall plan and assign work and exercise general supervision of the Deputy City Clerks, and clerical employees that are assigned to the City Clerk.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT Sections 2-131 through 2-135 of the Jackson Code of Ordinances is reinstated to reads as follows:

DIVISION 9. – CITY CLERK’S OFFICE

Sec. 2-131. – City Clerk—Appointment; responsibilities.

The City Clerk is to be appointed by an affirmative vote of the majority of the council members present and voting. The City Clerk is responsible for duties inherent by law. The City Clerk shall perform all the duties referenced in the Mississippi Code Annotated and the Jackson Code of Ordinances as belonging to the “Clerk,” “Municipal Clerk,” or “City Clerk.”

Sec. 2-132. – City Clerk—Attendance of council meetings.

The City Clerk shall attend all council meetings and prepare or direct preparation of all minutes of the meetings. In absence of the City Clerk, the duties of the City Clerk shall be performed by that person serving as the Assistant City Clerk.

Sec. 2-133. – City Clerk—Keeping of minutes and records.

The City Clerk keep the minutes and records of the proceedings of the council, its ordinances and resolutions and perform such duties as may be required by law; shall be responsible for publication of all matters which require publication by law. The minutes of the council shall be open to the public to the fullest extent allowed by law.

Sec. 2-134. – Agenda and Notices.

The clerk shall be responsible for preparation of agenda for all regular meetings and notices for all special meetings.

Sec. 2-135. - Deputy City Clerks.

In addition to the personnel already authorized or as may be authorized in the future for performance of routine duties, seven or more deputy clerks or additional employees may be employed and assigned to provide clerical support and to perform such other duties as required by the governing authorities.

Sec. 2-136. - Employees of the City Clerk's office.

The City Clerk shall plan and assign work and exercise general supervision of the Deputy City Clerks, and clerical employees that are assigned to the Clerk.

IT IS FURTHER ORDAINED that this Ordinance shall become effective thirty (30) days after passage and publication thereof.

ORDINANCE RESCINDING ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, SECTION 2-336, and DEPARTMENTS CREATION; FUNCTIONS OF THE JACKSON CODE OF ORDINANCES.

WHEREAS, Chapter 2, Article IV, Section 2-336, Department creations; functions of the Jackson, Mississippi Code of Ordinances currently reads as follows:

~~**WHEREAS**, pursuant to Section 21-8-23 of the Mississippi Code Annotated (1972), as amended, and prevailing Attorney General opinions, the “City Clerk” (also referred to in the law as “Municipal Clerk”) in a Mayor-Council form of government, is appointed by “...the mayor and confirmed by an affirmative vote of a majority of the council present and voting...”; and~~

~~———— **WHEREAS**, the City of Jackson (“City”) by ordinance presently has operated with one preeminent clerk who performs the duties of both “Clerk of the Council” and “City Clerk”; and~~

~~———— **WHEREAS**, the governing authorities find it in the best interest of the City to (1) formally separate the two positions, as well as the underlying deputy positions, and (2) define the duties and responsibilities of those positions; thus, requiring the creation of a new municipal department of municipal clerk; and~~

~~———— **WHEREAS**, the governing authorities find that Section 2-336 of the Jackson Code of Ordinances should be amended as follows to create a department of municipal clerk (added language denoted in underlined italics):~~

Sec. 2-336. – Creation; functions.

~~There are hereby created the following departments which shall have the following principal functions:~~

~~(1) *Administration*. The department of administration shall perform the functions of finance and management information systems, fleet management, office of publications, record retention, purchasing, communications center, telecommunications and municipal court services.~~

~~(2) *Fire*. The fire department shall perform the functions of fire prevention, suppression and education.~~

~~(3) *Police*. The police department shall perform the functions of crime prevention and suppression, animal control, youth court, and community improvement.~~

~~(4) *Public works*. The public works department shall perform the functions of water and sewer engineering and maintenance; streets, bridges and drainage engineering and maintenance; traffic engineering and maintenance; water/sewer business administration, right-of-way maintenance; cemetery maintenance; building maintenance; wastewater treatment plant contract administration and maintenance of wastewater collector system, solid waste collection contract administration; management of water treatment and distribution facilities; administration of the pest control contract; central supply, and custodial services.~~

~~(5) *Human and cultural services*. The human and cultural services department shall perform the functions of senior services, early childhood education, museums, art galleries, arts centers, auditoriums and planetariums.~~

~~(6) *Personnel management.* The personnel management department shall perform all personnel management functions including the administration of benefits.~~

~~(7) *Planning and development.* The planning and development department shall perform the functions of planning and zoning, developmental assistance including, but not limited to, housing, economic development and grants, federal programs, public transportation/JATTRAN, building and permits, and community improvement.~~

~~(8) *Parks and recreation.* The parks and recreation department shall perform a variety of recreational services including maintenance, programming, athletics, special events and the administration of contract facilities.~~

~~(9) *Constituent services and information.* The constituent services and information department shall be responsible for the quality and content of information regarding city government. This department will serve as an information conduit for the city council, department heads, employees, and citizens. This department will also conduct site visits with businesses and citizens to identify problems and find solutions before they become unmanageable. The divisions of Action Line, Public Education and Government (PEG) Television, publications, public relations and quality of life, and related duties shall be under this department.~~

~~(10) *Municipal clerk.* The department of municipal clerk shall perform the functions of and duties of the municipal clerk as inherent by law, and those duties referenced in the Mississippi Code Annotated (1972), as amended as belonging to the "clerk", "municipal clerk", or "city clerk". The municipal clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the clerk of council for recordation. The municipal clerk shall keep the official minutes of the proceedings of the council, shall have custody of records of the municipality, and shall be responsible for publication of all matters which require publication by law. In the absence of the municipal clerk, the duties of the municipal clerk shall be performed by that person serving as the chief deputy clerk of municipality. The municipal clerk shall plan and assign work and exercise general supervision of the deputy municipal clerks, and clerical employees that are assigned to the municipal clerk.~~

~~In addition to departmental functions specified in this section, such departments shall have such additional responsibilities as the mayor or council may from time to time deem necessary.~~

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT Section 2-336 of the Jackson Code of Ordinances is amended to read as follows:

WHEREAS, the City of Jackson ("City") by ordinance will now operate with one preeminent clerk who performs the duties of both "Clerk of the Council" and "City Clerk"; and

WHEREAS, the governing authorities find it in the best interest of the City to (1) combine the two positions, as well as the underlying deputy positions, and (2) define the duties and responsibilities of those positions; thus, requiring the creation of an Office of the City Clerk; and

WHEREAS, the governing authorities find that Section 2-336 of the Jackson Code of Ordinances should be rescinded as follows;

Sec. 2-336. - Creation; functions.

There are hereby created the following departments which shall have the following principal functions:

(1) *Administration.* The department of administration shall perform the functions of finance and management information systems, fleet management, office of publications, record retention, purchasing, communications center, telecommunications and municipal court services.

(2) *Fire.* The fire department shall perform the functions of fire prevention, suppression and education.

(3) *Police.* The police department shall perform the functions of crime prevention and suppression, animal control, youth court, and community improvement.

(4) *Public works.* The public works department shall perform the functions of water and sewer engineering and maintenance; streets, bridges and drainage engineering and maintenance; traffic engineering and maintenance; water/sewer business administration, right-of-way maintenance; cemetery maintenance; building maintenance; wastewater treatment plant contract administration and maintenance of wastewater collector system, solid waste collection contract administration; management of water treatment and distribution facilities; administration of the pest control contract; central supply, and custodial services.

(5) *Human and cultural services.* The human and cultural services department shall perform the functions of senior services, early childhood education, museums, art galleries, arts centers, auditoriums and planetariums.

(6) *Personnel management.* The personnel management department shall perform all personnel management functions including the administration of benefits.

(7) *Planning and development.* The planning and development department shall perform the functions of planning and zoning, developmental assistance including, but not limited to, housing, economic development and grants, federal programs, public transportation/JATRAM, building and permits, and community improvement.

(8) *Parks and recreation.* The parks and recreation department shall perform a variety of recreational services including maintenance, programming, athletics, special events and the administration of contract facilities.

(9) *Constituent services and information.* The constituent services and information department shall be responsible for the quality and content of information regarding city government. This department will serve as an information conduit for the city council, department heads, employees, and citizens. This department will also conduct site visits with businesses and citizens to identify problems and find solutions before they become unmanageable. The divisions of Action Line, Public Education and Government (PEG) Television, publications, public relations and quality of life, and related duties shall be under this department.

IT IS FURTHER ORDAINED that this Ordinance shall become effective thirty (30) days after passage and publication thereof.

OFFICE OF THE CITY CLERK
MAY 20 6 11 PM '21

ORDER REVISING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2020-2021

WHEREAS, the Fiscal Year 2020-2021 Public Works budget needs to be revised for the necessary changes to Debt Service.

IT IS THEREFORE, ORDERED, that the Fiscal Year 2020-2021 Public Works budget be revised by the following entries:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From	211-5899	750,000
	220-5899	750,000
	258-5899	750,000
	500-5899	750,000
To	211-577.00-6611	750,000
	220-577.80-6612	375,000
	220-577.85-6612	375,000
	258-577.91-6611	750,000
	500-577.93-6611	750,000

Agenda Item # 7
Agenda Date: June 8, 2021
(HORTON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 1, 2021
DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	Order Revising the Municipal Budget for Fiscal Year 2020-2021			
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	N/A			
3.	Who will be affected	N/A			
4.	Benefits	N/A			
5.	Schedule (beginning date)	Upon Approval by City Council			
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	ALL WARDS CITY WIDE			
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Administration Department of Finance			
8.	COST	N/A			
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	N/A			
10.	EBO participation	ABE _____% AABE _____% WBE _____% HBE _____% NABE _____%	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	



MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: LaaWanda J. Horton
Director of Administration

A handwritten signature in blue ink, appearing to read "LJH", is written over the printed name of LaaWanda J. Horton.

DATE: June 1, 2021

RE: FY 2020-2021 Budget Revision

The Department of Administration is requesting a revision to the Public Works budget as it relates to Debt Service.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER REVISING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2020-2021** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *City Attorney*



DATE

OFFICE OF THE CITY ATTORNEY
6/2/2021

OFFICE OF THE ATTORNEY
6/11/2021

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ASSETWORKS USA, INC TO RENEW NECESSARY LICENSES FOR ASSET MANAGEMENT SOFTWARE.

WHEREAS, the City received a Restated Software License Agreement from AssetWorks USA, Inc, PO Box 202931, Dallas, TX 75320-2931 (“AssetWorks”) to renew non-exclusive and non-transferable licenses to the City of Jackson, Mississippi (“City”) to track municipal assets; and

WHEREAS, the renewal of said asset management software licenses from AssetWorks is important for the City to track its municipal assets; and

WHEREAS, the proposed AssetWorks Restated Software License Agreement includes a term period of one year set to commence on the effective date, as well as renewal and hosting fees of Eleven Thousand, Two Hundred and Twenty Dollars and Twelve Cents (\$11,220.12).

IT IS THEREFORE, ORDERED that the Mayor is authorized to execute a Restated Software License Agreement with AssetWorks USA, Inc. to renew asset management software licenses with the City of Jackson for term period of one year set to commence on the effective date, as well as authorize payment of renewal and hosting fees of Eleven Thousand, Two Hundred and Twenty Dollars and Twelve Cents. (\$11,220.12) as incorporated and set forth in said Agreement.

Agenda Item # 8
Agenda Date: June 8, 2021
(HORTON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 8, 2021
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ASSETWORKS USA, INC TO RENEW NECESSARY LICENSES FOR ASSET MANAGEMENT SOFTWARE.
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	Quality of Life
3.	Who will be affected	City of Jackson
4.	Benefits	To prove a tracking system for assets for the City
5.	Schedule (beginning date)	After Council Approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS CITY WIDE
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Administration Department of Finance
8.	COST	\$11,220.12 a year
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund 001.411.10.6419
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

Memo

To: Chokwe Lumumba, Mayor

From: LaaWanda Horton, Director of Administration

Date: May 21, 2021

Re: Order to accept an agreement to renew license with Assetworks

The Department of Administration Finance Division is requesting to accept an agreement to renew our license with Assetworks. Assetworks currently tracks assets throughout the City.

We respectfully request this acceptance to ensure the Finance department can continue to properly track assets throughout the City. Should you have any questions or concerns, please contact me at 601.960.1005

6419

INVOICE



Invoice #705-1955
Date: 02/18/2021
Terms: Net 30
Project: JACKCITY-IC-2021

Bill to
City of Jackson MS
PO Box 17
Jackson, MS 39205

From
AssetWorks USA, Inc.
168 Industry Drive
Pittsburgh, PA 15275
Fax: 412-809-0777

Description	Total	PO Number
Hosting Renewal - Scan & Validate Property Manager License	US\$1,293.66	
Hosting Renewal - Scan & Validate Property Custodian License	US\$328.15	
Hosting Renewal - Scan & Validate Property Scanner Software License (3 @ \$328.15)	US\$984.45	
Hosting Renewal - InCircuit AMS Base (Assets, Contacts, Admin, Reports)	US\$4,480.44	
Hosting Renewal - AMS Restricted Access User License (3 @ \$328.15)	US\$984.45	
Hosting Renewal - InCircuit Hardware Support (3 @ \$ 359.71)	US\$1,079.13	
Hosting Renewal - AMS Full Access User License (2 @ \$1,034.92)	US\$2,069.84	

Total US\$11,220.12

Coverage period 3/8/21 - 3/7/22

AssetWorks USA, Inc. Tax ID No. 42-1771235
All amounts are shown and payable in US Dollars.

By Check:
AssetWorks USA, Inc.
P.O. Box 202931
Dallas, TX 75320-2931

By Wire:
Wells Fargo
ABA/Routing # 121000248
Swift Address: WFB1US6S
Account # 6708030785

By Credit Card:
With an additional 4% processing/convenience fee.

If you have any questions regarding this invoice, please contact Sylvia Kelley at: Sylvia.Kelley@assetworks.com or 215.354.1078 x1351.

RESTATED SOFTWARE LICENSE AGREEMENT

This Restated Software License Agreement ("Agreement") is effective March 8, 2021 ("Effective Date") and entered into between AssetWorks USA, Inc. ("AssetWorks"), a Delaware corporation, with offices at 6300 Bridge Point Pkwy, Suite 1-240, Austin TX 78732 and the City of Jackson ("Client"), with offices at 219 S. President St., Jackson, MS 39205. In consideration of the mutual covenants contained herein, the parties agree as follows:

WHEREAS, AssetWorks is the owner of certain proprietary Software as defined below and more particularly described in Schedule A hereto; and

WHEREAS, on or about on or before May 10, 2010, Client originally licensed the Software from Incircuit Development Corporation, for which AssetWorks is a successor in interest ("Original License"); and

WHEREAS, the parties wish to restate the license to the Software, and AssetWorks desires to affirm the grant of such license, on the terms and conditions specified herein;

1. **Definitions.** As used herein, the terms defined below shall have the following meanings:

1.1 "Authorized Computer System" means a computer system owned, leased, or operated for the benefit of Client upon which AssetWorks has granted Client the right to install and use the Software on Client's premises.

1.2 "Authorized User" means a Client employee or independent contractor working within their job responsibilities or engagement by Client or other end user for which AssetWorks has granted Client the right to use the Software.

1.3 "Data Center" means a third party data center used by AssetWorks to provide Hosting.

1.4 "Documentation" means documentation in the form of instructions and manuals provided by AssetWorks through various methods including electronically via a link within the Software that describes the function and use of the Software.

1.5 "Error" means a reproducible error in the Software which prevents use of the Software as described in the Documentation.

1.6 "Hosting" means the Software licensed by Client pursuant to this Agreement will be maintained by AssetWorks in a hosted environment at a Data Center, as further described in Section 5.

1.7 "Intellectual Property Rights" means all present and future right, title, and interest in and to, whether by virtue of direct ownership, exclusive or non-exclusive license or otherwise, trade secrets, patents, copyrights, designs, mask works, drawings, training materials, proprietary symbols, trademarks, and service marks, trade names, logos, domain names, Universal Resource Locators (URLs), Internet Protocol (IP) addresses, and all other proprietary rights, whether registered or unregistered.

1.8 "Maintenance" means the Software maintenance services provided by AssetWorks, which includes online and telephone support relating to the use and Maintenance of the Software and providing Updates as they are developed and made generally available.

1.9 "New Software" means additional features, modules, enhancements, versions of the Software that incorporates additional capability or functionality that AssetWorks licenses for additional fees separately from Updates, or other new Software licensed from AssetWorks.

1.10 "Services" means services provided by AssetWorks in support of the Software including, but not limited to, data conversion, system configuration, installation, training, consulting, custom reporting, custom programming (i.e., ancillary modifications to the Software requested by Client), and other related services, excluding Maintenance and Hosting. Specific Services are identified in Schedule A, or in a separate signed quote or statement of work referencing this Agreement.

1.11 "Software" means the proprietary computer software program(s) (more particularly described in Schedule A hereto) licensed by AssetWorks to Client in accordance with the terms of this Agreement, in object code form and exclusive of source code, including any Updates and New Software provided by AssetWorks to Client pursuant to this Agreement.

1.12 "Update" means the latest updates, modifications, and enhancements to the Software, including corrections of Errors, which relate to the operating performance of the Software and are made generally available by AssetWorks.

2. Rights Granted and Permitted Use.

2.1 **License Grant.** Subject to the terms and conditions of this Agreement, AssetWorks affirms and restates the grant to Client of a non-exclusive and non-transferable license for Authorized Users to use the Software in connection with Client's internal business operations within one (1) business entity, on the Authorized Computer System (if applicable), and to use the Documentation in connection with the Software. If the Software is self-hosted by Client on its premises, Client shall have the right to make a one (1) copy of the Software, in object code form only, solely for archival purposes.

2.2 **License Restrictions.** Client agrees (i) not to decompile, disassemble, reverse engineer, or otherwise attempt to derive the Software's source code from the object code; (ii) not to modify, enhance, change the data structures for or create derivative works from the Software; (iii) not to rent, lease, sell, sublicense, or otherwise transfer the Software to third parties; (iv) not to make the Software available in any form to anyone other than Client's Authorized Users; (v) to use reasonable care and protection to prevent the unauthorized use, copying, publication, or dissemination of the Software; and (vi) not to permit use of the Software by more than one (1) business entity, unless otherwise approved by AssetWorks in writing.

2.3 **Original License.** For clarity, Client has had a valid license to use the Software since the Original License. In consideration for AssetWorks' grant to Client under this Agreement, Client has paid the license fee due under the Original License and acknowledges AssetWorks as successor in interest to Incircuit Development Corporation.

2.4 **New Software.** If Client desires to license New Software, the terms of this Agreement will apply upon the execution of a written amendment to Schedule A (or other form of written documentation mutually agreed upon by the parties) and the payment by Client of any applicable license and Service fees.

2.5 **Ownership.** AssetWorks owns all Intellectual Property Rights in and to: (i) the Software; (ii) all Updates to the Software; (iii) any Documentation or data related to the Software; and (iv) any software, applications, inventions or other technology developed in connection with the Software. For clarity, Client obtains no interest in the Software, Hosting, Maintenance, Services, or Documentation except as expressly provided in this Agreement.

2.6 **Client Data.** Client shall retain all right, title, and interest in and to the data which is Client created or owned and provided to AssetWorks or to which AssetWorks has access in connection with Client's use of the Software ("Client Data"). Client grants to AssetWorks a royalty-free, non-exclusive, non-transferable license for the term of this Agreement to use Client Data to the extent necessary to perform Hosting, Maintenance, and Services. Client is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. Client will not send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that violates third party privacy or intellectual property rights, includes malicious code, or that will interfere with the integrity of the Software.

3. Installation of On-Premises Software and Updates.

3.1 **Installation of On-Premises Software.** AssetWorks has delivered the Software pursuant to the Original License, by either having installed the Software (i) on a single server in Client's Authorized Computer System or (ii) in AssetWorks' hosted environment, as indicated in Schedule A.

3.2 **Installation of Updates.** All Updates made available by AssetWorks to Client shall be installed into the Software by Client in a reasonably timely manner when the Software is self-hosted by Client on its premises. Client acknowledges that its failure to do so may render the Software unusable or nonconforming to the Documentation, and Client agrees to assume the risks arising therefrom, including possible reinstallation of the Software for which additional fees may apply. Notwithstanding the foregoing, AssetWorks will continue to support the most recent two (2) prior versions of the Software.

4. **Test Environment.** During the term of this Agreement, AssetWorks will maintain a test environment in addition to the production environment. New Software releases or patches are first introduced to the test environment and it is Client's responsibility to perform testing and report any Errors within ten (10) days. If Client does not report any Errors within ten (10) days, the new Software release or patch will then be discharged in the production environment. AssetWorks may use the test environment to trouble shoot or configure and test new functionalities or reports. If Client requests for AssetWorks to synchronize data between the test and production environments, additional fees will apply.

5. Hosting.

5.1 **Hosting.** If AssetWorks will provide Hosting of the Software, as indicated in Schedule A, AssetWorks will install the Software in AssetWorks' hosted environment at the Data Center. Hosting includes: (i) providing the server infrastructure and Hosting the Software; (ii) migrating Client Data to the Data Center; (iii) providing operating system (Linux) support; (iv) installing Updates in accordance with the terms of this Agreement; (v) providing a single production instance of the Software; (vi) providing backup management; and (vii) targeting Software availability of 99% (exclusive of scheduled maintenance or any downtime attributable to third parties or Client, or for which AssetWorks is not responsible including, but not limited to interruptions and delays inherent in internet communications). Hosting is subject to the payment of annual Hosting fees.

5.2 **Client Responsibilities.** When Hosting of the Software is provided by AssetWorks, Client is responsible for: (i) assigning a primary and alternate Client representative to coordinate with AssetWorks regarding Hosting; (ii) all physical printing requirements, including purchasing and installing printers at Client's sites (i.e., all printing is Client's responsibility as no print job will print at the Data Center); (iii) Client's environment including installing, operating, and maintaining of all workstation software (and Client's LAN, existing data communications configuration, hardware, or software required at Client's site to access and use the Software); (iv) testing Updates and Error fixes applied by AssetWorks to the Software; and (v) reasonably analyzing suspected problems to determine their specific nature and possible causes before contacting AssetWorks for assistance. Notwithstanding this diligence requirement, Client is responsible for informing AssetWorks of any problems encountered in a timely manner.

6. Maintenance. Subject to the payment of annual Maintenance fees, AssetWorks will provide Maintenance during normal business hours (8:00 a.m. to 6:00 p.m. ET, Monday through Friday, excluding legal holidays). Requests for Support may be submitted to AssetWorks by Client via email at: awsupport@assetworks.com (or through other methods provided by AssetWorks). Maintenance does not include: (a) custom programming services; (b) on-site support, including installation of hardware or software; (c) support of any software other than the Software licensed hereunder; (d) training; (e) expenses for third party products including, but not limited to, hardware and related supplies; (f) support of Client's computer system, software, or hardware (e.g., computer equipment, servers, printers etc.) or third party software or hardware, including problems which arise therefrom. For clarity, AssetWorks is not responsible for errors or defects of Client or third party software or hardware.

7. Services. AssetWorks will provide Client with the Services selected by Client, subject to the payment of Service fees.

8. Fees and Payment.

8.1 License Fees. The license fees for Software licensed on a perpetual basis have been paid by Client under the Original License. Client shall pay annual license fees for Software licensed on annual basis as set forth in Schedule A. If Client elects to license New Software, Client shall pay additional license fees.

8.2 Hosting Fees. If AssetWorks will provide Hosting of the Software, Client shall pay the annual Hosting fees set forth in Schedule A. AssetWorks may increase Hosting fees on an annual basis.

8.3 Maintenance Fees. The initial Maintenance fees have been paid by Client under the Original License. Client shall pay the annual Maintenance fees set forth in Schedule A. AssetWorks may increase Maintenance fees on an annual basis. If Client terminates Maintenance pursuant to Section 9.3 and subsequently requests for AssetWorks to reinstate Maintenance, Client will pay all fees necessary to (i) become up to date on Maintenance or (ii) procure a new license to have access to the most current version of the Software.

8.4 Service Fees. Certain Service fees may have been paid by Client under the Original License.

8.5 Payment. Client agrees to pay all fees within thirty (30) days of the invoice date. With regard to any invoiced amount that is not paid when due, AssetWorks reserves the right to charge, and Client agrees to pay, a late payment fee on the unpaid balance, from the due date until paid, equal to the lesser of one and one half percent (1.5%) per month, or the maximum amount allowable by law. All fees are non-refundable, except as otherwise explicitly stated in this Agreement.

9. Term and Termination.

9.1 Term. This Agreement shall commence on the Effective Date and continue for a term of 1 year until March 7, 2022.

9.2 Termination. Either party may terminate this Agreement immediately upon written notice if the other party breaches any material provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof.

9.3 Effect of Termination. Upon termination of this Agreement, Client shall immediately cease using all Software in any form whatsoever and, if applicable, certify to AssetWorks, within thirty (30) days after termination, that Client has deleted the Software and any archival copy thereof from its computer system, and has deleted or destroyed any copies of Documentation in its possession. For clarity, Client may elect to terminate Maintenance or Hosting without terminating the license (if applicable). If AssetWorks is providing Hosting and the Agreement is terminated, upon Client's request, AssetWorks will provide a standard media download of the Client Data for an additional fee charged at AssetWorks' standard rates. Custom downloads or handling of Client Data are subject to an additional fee.

9.4 **Suspension or Termination of Service.** AssetWorks may suspend or terminate Maintenance and Hosting (if applicable) of the Software if Client fails to (i) pay any fees when due which remain unpaid for thirty (30) days after receipt of notice or (ii) install Updates as required by this Agreement. AssetWorks reserves the right to temporarily suspend Hosting based on its good faith belief that it is necessary to protect the integrity of the Software. If AssetWorks is providing Hosting and the Agreement is terminated pursuant to this Section 9, AssetWorks may terminate Client's access to the hosted environment as of the termination date.

10. Confidentiality.

10.1 **Confidential Information.** Each party (the "Disclosing Party") may from time to time during the term of this Agreement disclose to the other party (the "Receiving Party") certain information relating to trade secrets, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development, facilities, employees, vendors, clients, marketing, financials, business activities, and other confidential or proprietary information (collectively "Confidential Information"). To the extent practicable, the Disclosing Party shall mark and/or identify Confidential Information as confidential or proprietary at the time of disclosure; provided however, this Agreement shall also apply to information which, based on its nature, is reasonably expected to be deemed confidential. In addition, the terms of this Agreement shall be deemed Confidential Information. Furthermore, whether or not so marked or identified, the Software, Documentation and any related data, and any quantitative analysis of the Software or performance of the Software are deemed the Confidential Information of AssetWorks, and the Client Data is deemed the Confidential Information of Client.

10.2 **Exceptions.** Confidential Information shall not include information that: (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party not under an obligation of confidentiality; (c) was lawfully possessed by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party, as evidenced by the Receiving Party's records; or (d) the Receiving Party can demonstrate was independently developed by Receiving Party without use of the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information pursuant to applicable law, regulation, court order, or other legal process; provided, (i) if allowed by law, the Receiving Party has given the Disclosing Party prompt written notice of such required disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and (ii) the Receiving Party discloses only that portion of the requested Confidential Information that, in the opinion of its legal counsel, it is required to disclose.

10.3 **Non-Disclosure and Non-Use.** The Receiving Party agrees that it shall not use Confidential Information, or disclose any Confidential Information to any third party, except as expressly permitted under this Agreement. The Receiving Party shall not provide access to the Confidential Information to anyone other than those of its employees, contractors, and financial and legal advisors who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. The Receiving Party shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature, and in any event with at least a reasonable degree of care.

11. Representations and Warranties.

11.1 **General Warranty.** Each party represents and warrants: (i) it has the full power and authority to enter into this Agreement; (ii) its execution and performance of this Agreement have been duly authorized by all necessary corporate action on behalf of such party; and (iii) the person signing this Agreement on behalf of such party has the full authority to do so.

11.2 Limited Warranty. AssetWorks warrants the Software will conform to the specifications set forth in the Documentation for a period of ninety (90) days after installation. This warranty will not apply if: (i) the Software is used on a system other than the Authorized Computer System with the configuration approved by AssetWorks; (ii) the Software is not used in accordance with AssetWorks' instructions or the Documentation; (iii) the newest Updates provided to Client by AssetWorks have not been installed into the Software; (iv) the Software has been altered, modified, or converted by anyone other than AssetWorks; or (v) non-conformance is caused by (a) a defect in the operating system, database server, web server, or other hardware or software in Client's Authorized Computer System or (b) Client's negligence or willful misconduct. Client's exclusive remedy, and AssetWorks' sole liability, for breach of this warranty shall be for AssetWorks to use commercially reasonable efforts to correct Errors affecting conformance, provided that Client has given written notice of non-conformance to AssetWorks. AssetWorks shall, to the extent reasonably possible and permissible, pass-through or assign to Client all available warranties it receives from a third party provider for third party products or services provided by AssetWorks to Client under this Agreement.

11.3 Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE, MAINTENANCE, HOSTING, SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS AND SERVICES, IF ANY AND AS APPLICABLE, ARE PROVIDED "AS IS", AND ASSETWORKS DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE SOFTWARE, MAINTENANCE, HOSTING, SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS OR SERVICES, IF ANY AND AS APPLICABLE, WILL MEET ALL OF CLIENT'S REQUIREMENTS.

11.4 Client Representations. Client represents that it is fully responsible for: (a) the content of any Client Data; (b) selection and implementation of controls, including settings and policies, regarding access rights and use of the Software by Client and its Authorized Users; and (c) Client's computer system, software, and hardware (e.g., computer equipment, servers, printers etc.). AssetWorks assumes no responsibility for the correctness or performance of, or any resulting incompatibilities with, current or future releases of the Software if Client has made changes to the system hardware/software configuration or modifications to any supplied source code which changes affect the performance of the Software and were made without prior notification and written approval by AssetWorks. AssetWorks assumes no responsibility for the operation or performance of any Client or third party hardware or software.

12. Indemnification.

12.1 AssetWorks will indemnify and defend Client against any claim, action, suit, or proceeding brought by a third party ("Claim") to the extent Client's use of the Software within the scope of this Agreement directly infringes a United States patent or copyright issued to or held by a third party, or misappropriates a trade secret of such third party; provided, that Client notifies AssetWorks promptly in writing of such Claim and provides AssetWorks with the sole control, authority, information and assistance necessary to defend or settle such Claim.

12.2 In the event of an infringement Claim, or AssetWorks believes that such a Claim is likely, then AssetWorks shall at its expense: (i) procure the right for Client to continue using the Software; (ii) replace or modify the Software so that it becomes non-infringing, without materially decreasing the functionality of the Software; or (iii) if neither (i) or (ii) is commercially practical, then, at AssetWorks' sole option, terminate this Agreement and refund depreciated license fees paid hereunder based on five year straight line depreciation.

12.3 AssetWorks will not be liable for any infringement Claim based upon any (i) use of a version of the Software that was not, at the time that the Claim arose, the current unaltered version of the Software provided by AssetWorks hereunder, including, without limitation, failure of Client to install Updates containing modifications to make the Software non-infringing; (ii) combination, operation, integration, or interfacing of the Software with other products, equipment, devices, software, systems, or data not supplied by AssetWorks, or which the Software was not intended to operate as specified in the Documentation, to the extent such Claim would not have arisen but for such combination, operation, integration, or interfacing (regardless of whether or not AssetWorks has advised Client that such use would likely result in a Claim of infringement by a third party); (iii) use of the Software in a manner other than as authorized by the Documentation or this Agreement; (iv) AssetWorks' compliance with the designs, plans, or specifications furnished by or on behalf of Client; (v) modifications to the Software made by anyone other than AssetWorks; or (vi) Client's failure to accept any procured right to continue using the Software.

12.4 THE FOREGOING STATES ASSETWORKS' SOLE AND EXCLUSIVE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CLIENT WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

12.5 Client shall defend and indemnify AssetWorks from and against any and all Claims, liabilities, damages, costs, and expenses, including reasonable legal fees, arising from or related to the exclusions set forth in Section 12.3 or any violation of Sections 2.2 or 2.6.

13. Limitation of Liability.

13.1 Neither party shall be liable for any indirect, incidental, consequential, exemplary, special, or punitive damages including, without limitation, any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, even if a party has been advised of the possibility of such damages.

13.2 AssetWorks' entire liability under this Agreement or in any way related to the Software, Hosting, Maintenance, or Services will be limited to direct damages in an amount equal to the fees paid by Client to AssetWorks pursuant to this Agreement during the twelve (12) month period immediately preceding the Claim.

14. General.

14.1 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regard to conflicts of law principles.

14.2 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions hereof shall be unaffected and remain in full force and effect.

14.3 **Modification and Waiver.** Any modification, amendment, supplement, waiver, or other change to this Agreement must be in writing and signed by duly authorized representatives of each party. Any waiver or failure to enforce any provision of this Agreement on any occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

14.4 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent, which shall not be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety, without the other party's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the respective parties.

14.5 Remedies. The parties agree that monetary damages are an inadequate remedy for breach of Sections 2 and 10, and further recognize that any such breach would cause irreparable injury for which there would be no adequate remedy at law; therefore, the parties agree that the non-breaching party may seek equitable remedies, including, without limitation, injunctive relief and specific performance (without obligation to post a bond) from a court of competent jurisdiction, in addition to other remedies available at law or in equity.

14.6 Survival. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

14.7 Force Majeure. Neither party shall be in breach of this Agreement nor liable for delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure result from events, circumstances, or causes beyond its reasonable control; provided, that the party affected by such failure or delay gives the other party prompt written notice of the cause and uses commercially reasonable efforts to correct such failure or delay within a reasonable period of time.

14.8 Headings. The headings and subheadings contained herein are inserted for convenience of reference only and shall in no way be construed to be interpretations of terms.

14.9 Notices. All notices under this Agreement shall be in writing and shall be deemed given upon personal delivery, delivery by prepaid overnight courier, facsimile or electronic mail transmission with receipt acknowledged, or three (3) business days after deposit in the mail via first class mail postage prepaid to the intended recipient at its address listed above or other such address as the parties may indicate in writing.

14.10 Entire Agreement. This Agreement, including schedules or other attachments hereto and any amendments or written documentation executed by the parties, are the final, complete, and exclusive agreement between the parties relating to the subject matter hereof, and supersede all prior or contemporaneous proposals, understandings, representations, warranties, promises, and other communications, whether oral or written, relating to such subject matter.

14.11 Counterparts. This Agreement, and any amendment or waiver of the terms hereof, may be signed in counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument. Any signature may be delivered by facsimile or electronic format, which will have the effect of an original signature.

The parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

City of Jackson

AssetWorks USA, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

1. Original License (Restated): Fees Paid

1.1 The Software licensed under Original License includes the following Software:

Asset Management Software (AMS)
Scan & Validate

1.2 The Software is hosted by (AssetWorks/Client): AssetWorks

1.3 Maintenance Term: March 8, 2021 – March 7, 2022

Client has paid Maintenance fees through March 7, 2021.

2. Maintenance Term and/or Hosting Renewal

Maintenance and Hosting Term: March 8, 2021 – March 7, 2022

3. Maintenance and/or Hosting Fee

Client will pay AssetWorks the following Maintenance and Hosting fee for the Maintenance Term and/or Hosting Term renewal set forth in Section 2 above.

Maintenance & Hosting Fee: \$11,220.12

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ASSETWORKS USA, INC TO RENEW NECESSARY LICENSES FOR ASSET MANAGEMENT SOFTWARE is legally sufficient for placement in NOVUS Agenda.




Monica D. Allen, *Interim City Attorney*

Kristen Love, *Deputy City Attorney* 



Date

OFFICE OF THE CITY ATTORNEY
6/1/2001


OFFICE OF THE CITY ATTORNEY
Nelson 5/16/2021

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY
OF JACKSON, MISSISSIPPI AND TANGENT SOLUTIONS, LLC.
FOR THE 2021 VIRTUAL SUMMER STEAM CAMP**

WHEREAS, the City of Jackson, Mississippi - Russell C. Davis Planetarium and Tangent Solutions, LLC. will collaborate to administer a 3-week virtual Summer STEAM Camp; and

WHEREAS, the dates for the 2021 Virtual Summer STEAM Camp are July 6 through July 23, 2021; and

WHEREAS, the camp will serve students from 5th to 8th grade; and

WHEREAS, the cost for said camp is \$8,750.00 to be paid to Tangent Solutions, LLC.:

<u>Event</u>	<u>Entity</u>	<u>Event Date</u>
Planetarium Summer STEAM Camp	Tangent Solutions, LLC Russell C. Davis Planetarium	Summer 2021

IT IS HEREBY ORDERED that the Mayor is authorized to execute a Memorandum of Understanding between the City of Jackson, Mississippi and Tangent Solutions, LLC. for the 2021 Virtual Summer STEAM Camp (Russell C. Davis Planetarium) at a cost not to exceed \$8,750.00.

Agenda Item # 9
Agenda Date: June 8, 2021
(KIDD, LUMUMBA)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

5/13/21
DATE

POINTS		COMMENTS																														
1.	Brief Description/Purpose	Authorizes the Mayor to execute a Memorandum of Understanding between Tangent Solutions, LLC. and Russell C. Davis Planetarium for the purpose of administering a 3-week curriculum-based virtual Summer STEAM camp designed to empower underrepresented Mississippi youth.																														
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth & Education, Quality of Life																														
3.	Who will be affected	Students within the City of Jackson																														
4.	Benefits	Provides basis for launch of Virtual Summer STEAM Camp																														
5.	Schedule (beginning date)	Summer 2021																														
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Thalia Mara Hall, Virtual																														
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human and Cultural Services																														
8.	COST	\$8,750.00																														
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>																															
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> </table>	ABE	_____ %	WAIVER	yes ___	no ___	N/A	AABE	_____ %	WAIVER	yes ___	no ___	N/A	WBE	_____ %	WAIVER	yes ___	no ___	N/A	HBE	_____ %	WAIVER	yes ___	no ___	N/A	NABE	_____ %	WAIVER	yes ___	no ___	N/A
ABE	_____ %	WAIVER	yes ___	no ___	N/A																											
AABE	_____ %	WAIVER	yes ___	no ___	N/A																											
WBE	_____ %	WAIVER	yes ___	no ___	N/A																											
HBE	_____ %	WAIVER	yes ___	no ___	N/A																											
NABE	_____ %	WAIVER	yes ___	no ___	N/A																											

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Adriane Dorsey-Kidd, Director 
Department of Human and Cultural Services

DATE: May 13, 2021

SUBJECT: MOU between Tangent Solutions LLC and Russell C. Davis Planetarium

This memorandum of understanding defines the collaboration of Tangent Solutions, LLC. and the Russell C. Davis Planetarium for the purpose of administering a 3 week curriculum-based virtual Summer STEAM camp designed to empower underrepresented Mississippi youth. The program focuses on exposure through advanced technology, student-centered standards-based activities, and peer mentoring support through modeling and in the areas of soft skill development of self-efficacy, self-esteem, self-awareness, decision-making, and leadership.

EVENT

Planetarium Summer STEAM
Camp

ENTITY

Tangent Solutions, LLC.
Russell C. Davis Planetarium

AK/jdl

Enclosures

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 MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND TANGENT SOLUTIONS, LLC. FOR THE 2021 VIRTUAL SUMMER STEAM CAMP** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney



DATE

RECEIVED
OFFICE OF THE CITY ATTORNEY
5/18/2021

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on June 1, 2021 (the "Effective Date"), by and between Tangent Solutions, LLC. located at 320 Magnolia St Apt. 7A, Jackson, Mississippi 39203 (the "First Party"), and City of Jackson Planetarium located at 201 E Pascagoula St, Jackson, Mississippi 39201 (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

1. MISSION

The project on which the Parties are intending to collaborate, has the following intended mission in mind:

The proposed virtual summer camp is steeped in technology and the creativity involved with respective engineering projects and diverse applications strongly align with the Planetarium vision and mission to:

- 1) present educational and entertaining programming regarding astronomy and STEM principles or
- 2) training in astronomy and/or STEAM disciplines.

The virtual summer camp provides programming strategies and skills designed to empower Mississippi underrepresented youth in STEAM. This approach provides future scientists opportunities and support through 1) exposure to the world through advanced technology; 2) student-centered, standards-based activities; and 3) peer mentoring supports through modeling and in the areas of soft skill development: self-efficacy, self-esteem, self-awareness, decision-making, and leadership. The goals of the summer camp align with Tangent Solutions, LLC's vision in seeking to

- 1) help students realize and nurture STEAM career dreams of tomorrow and
- 2) develop life-changing goals through Next Generation science, math, and engineering and 21st Century Learning Skills.

2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the project.

3. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for an innovative, student centered hands-on virtual summer camp that leverages engineering and critical thinking at no cost to participants, and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the project contemplated herein for any reason or

no reason. A binding commitment with respect to the project described herein will result only from execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the project.

Tangent Solutions, LLC. shall render and provide the following services that include, but are not limited to:

Providing perpetual extension and use of virtual MARS (Metro Area Robotics and STEAM) online platform and programming used in virtual summer camps at no cost provided Tangent Solutions, LLC is the contractual administrator of virtual online camps or programs services are applied. Online platforms and programming include MARS Virtual STEAM programming located on Tangent Solutions, LLC's website. Tangent Solutions will photo-capture virtual visual elements of camp, photo document the in-person physical elements of the camp, exercises, and activities, work with any parents of virtual attendee students to capture images from home (with necessary permissions), and will work with the Cultural Services staff to set up times to be present to photograph and document camp activities, such building models or working with headsets on. Tangent Solutions, LLC will also provide PowerUp Airplanes 3.0 drone exploration models and on-site use of it's own Oculus Quest 2 VR hardware, which will be tagged and separated from City Of Jackson-owned hardware and for which City Of Jackson Planetarium will not be liable for any damages that might occur.

City Of Jackson Planetarium shall render and provide the following services that include, but are not limited to:

Providing use of existing City facilities to hold safe, in-person activities for a new element of camp. City Of Jackson Planetarium shall also provide perpetual extension and use of virtual programming licenses and physical equipment used in virtual summer camps at no cost. Licenses and physical equipment include Oculus goggles and libraries, NASA AstroCamp supplies, and STEAM kits i.e., Kiwico.

5. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of 3 years from the Effective Date and maybe extended upon written mutual agreement of both Parties.

6. CONFIDENTIALITY

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

7. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

8. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

9. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

10. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Mississippi.

11. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Tangent Solutions, LLC. and City of Jackson Planetarium and shall be effective as of the date first written above.

(First Party Signature)
Tangent Solutions, LLC.
320 Magnolia St Apt. 7A
Jackson, Mississippi
39203

(Date)

(Second Party Signature)
City of Jackson Planetarium
201 E Pascagoula St
Jackson, Mississippi
39201

(Date)

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE LEAVELL WOODS-SYKES BASEBALL ASSOCIATION FOR USE OF CITY-OWNED ATHLETIC FIELDS, LOCATED AT LEAVELL WOODS PARK, 347 DONA DRIVE, JACKSON, MISSISSIPPI. (WARD 6) (HARRIS, LUMUMBA)

WHEREAS, the Leavell Woods-Sykes Baseball Association will partner with the City of Jackson, Mississippi ("City") as the management group for the athletic fields at Leavell Woods Park, located at 347 Dona Drive in Jackson, Mississippi ("Fields"); and

WHEREAS, the Leavell Woods-Sykes Baseball Association will provide the City proof of liability insurance in the amount of one million dollars (\$1,000,000), and add the City as an additional insured, but only for liability caused, in whole or in part, by the acts and omissions of Leavell Woods Park; and

WHEREAS, Leavell Woods Park will abide by all mutual agreements with the City; and

WHEREAS, Leavell Woods Park shall operate its Youth Sports Program and use the fields in accordance with the rules and regulations established by its Youth Association Charter and the City.

IT IS HEREBY ORDERED that the Mayor is authorized to execute a Facilities Use Agreement with Leavell Woods Park governing its use of the athletic fields at Leavell Woods Park for the period commencing on the last date of execution by both parties and ending on December 31, 2022 unless terminated earlier.

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

Agenda Item # 10
Agenda Date: June 8, 2021
(HARRIS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

05-25-21
DATE

P O I N T S		C O M M E N T S			
1.	Brief Description	This is a Facility Use Agreement with one of our youth sports associations for the use of athletic fields at Leavell Woods Park, for league play.			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth & Education, Crime Prevention, Quality of Life			
3.	Who will be affected	Youth in the South Jackson area.			
4.	Benefits	Provides the youth of the City of Jackson, with athletic fields, where they can participate in youth baseball and softball activities.			
5.	Schedule (beginning date)	Upon City Council Approval			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	6			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Parks & Recreation Department			
8.	COST	None			
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant ▪ Bond ▪ Other	N/A			
10.	EBO participation	ABE _____%	WAIVER	yes ___ no ___	N/A _____
		AABE <u>100</u> %	WAIVER	yes ___ no ___	N/A _____
		WBE _____%	WAIVER	yes ___ no ___	N/A _____
		HBE _____%	WAIVER	yes ___ no ___	N/A _____
		NABE _____%	WAIVER	yes ___ no ___	N/A _____

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
From: Ison B. Harris, Jr. Director, Department of Parks & Recreation
Date: May 25, 2021
Re: 2021 Facility Use Agreement – Leavell Woods-Sykes Baseball Association

The attached agenda item is a Facility Use Agreement between the City and Leavell Woods-Sykes Baseball Association, to utilize City-owned athletic fields for baseball league play. The agreement defines the respective responsibilities of both the City and Leavell Woods-Sykes Baseball Association.

The City will provide the physical facility, while the organization provides the necessary staff to make the program a success.

IBHjr/pb

**LEAVELL WOODS-SYKES BASEBALL ASSOCIATION
FACILITY USE AGREEMENT**

This Agreement, made, by and between the **City of Jackson, Mississippi**, a municipal corporation, hereinafter called "City," and the **Leavell Woods-Sykes Baseball Association**, a non-profit corporation, hereinafter called "User."

WITNESSETH:

In consideration of mutual agreements contained herein, the parties hereto agree as follows:

1. The User shall operate its youth sports program at the location described in "Exhibit A," hereinafter called "Facilities," beginning **on the last date of execution by both parties** and ending **December 31, 2022**. The User may exercise certain storage and access rights during the non-use period, with written approval from the City's Parks and Recreation Director, hereinafter called "Director" or his designee. "Exhibit A" is attached hereto and incorporated by reference as if set forth in words and figures herein.
2. By becoming a party to this Agreement, the User affirms its existence as a non-profit corporation, as evidenced by registration as such with the Mississippi Secretary of State pursuant to the Mississippi Nonprofit Corporation Act, Section 79-11-101, *et seq.*, of the Mississippi Code of 1972, as amended.
3. The User shall operate its youth sports program in accordance with its bylaws, policies and procedures, rules and regulations, all of which have heretofore been provided to the Director or his designee for approval or modification. If any changes in its governing methods are desired, the User shall submit said proposed changes to the Director or his designee for approval.
4. The User shall be responsible for all field preparation for games and practices and all other maintenance, which includes lining fields, cutting grass (if required between normal city-scheduled cuttings), and picking up misplaced litter and placing it in trash cans. Individuals involved in field preparation shall attend a field preparation workshop sponsored by the City. Proper field preparation techniques are outlined in the "*Field Preparation Manual*" provided by the City. Erection by the User of any sign or banner shall require the prior written approval of the Director or his designee.

In the event the City's Director determines the field is damaged by the sports activities of User, the User shall pay sufficient funds, as determined by the City's Director, for proper field restoration and maintenance.

5. The User shall make no permanent physical improvements to the Facilities without first obtaining the Director's or his designee's written consent. Any physical improvements made by the User shall be in compliance with all municipal building, plumbing, gas and electrical codes and shall become the property of the City.
6. The User shall provide all equipment, uniforms, and personnel necessary to operate its program.
7. All revenue received by the User shall be used solely for the use and benefit of operating youth sports programs or making approved improvements of a facility in City parks. If

the User desires at any time to collect admission fees, written approval from the Director or his designee shall be requested.

8. The User shall submit to the Director or his designee the name of an individual to act as Certification Officer for its youth sports program, who shall conduct certification clinics on an as needed basis and shall be responsible for having at least one certified person per team on the field at all practices and games. The Certification Officer shall maintain proof of certification of all active coaches and game officials and provide a list of all certified coaches and game officials to the Director or his designee prior to the start of the activities of the User.
9. The User shall use the Facilities in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable Federal, State and local laws, rules, regulations, policies and procedures. The User shall be responsible for informing its coaches, officers and other personnel of these laws, rules, regulations, policies and procedures. Without written consent of the City, the Facilities shall not be used for any purpose except those herein designated.
10. The User shall be financially responsible for excessive electricity consumption at the Facilities that exceeds \$10,000.00, as billed to the City, during the term of this Agreement. In addition, the User shall be solely responsible for the installation and payment of all telephone services deemed necessary for its operation pursuant to this Agreement.
11. The Facilities shall remain the property of the City; therefore, the City may enter the Facilities at any time during the period of this Agreement for inspection or supervision deemed necessary by the City. The City shall provide regular maintenance on Facilities such as concession stands, press boxes, dugouts, restrooms, irrigation systems, fencing, lighting system, backstops, bleachers, and trash pick-up at designated areas on a regular basis.
12. The User shall report all vandalism to the Director or his designee immediately upon its discovery. Thereafter, the User shall submit a written report of such vandalism.
13. The User shall provide the Director or his designee with a certificate of insurance evidencing comprehensive liability coverage naming the City of Jackson as co-insured in combined limits not less than \$1,000,000 for bodily injury and property damage. The User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City as a result of the User's performance under this Agreement.
14. The Director or his designee shall serve as the liaison between the City and the User and, as such, shall interpret the requirements set forth in this Agreement to ensure compliance therewith.
15. This Agreement may be terminated by either party upon giving thirty (30) days written notice to the other party. Notwithstanding termination by election of parties, the User's failure to comply with any term or condition of this Agreement shall allow the City to terminate this Agreement immediately.
16. Failure of the City to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of such term or condition.

17. The User is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement.
18. Nothing contained herein shall be construed to be a waiver of governmental immunity by the City, its officers and employees.
19. The User shall not assign or sublease, in whole or in part, any right or responsibility set forth herein and any facility outlined in this Agreement, with the exception of the operation of concessions. The User must receive the Director's or his designee's written consent prior to entering into any concession agreement with a third party. Any agreement that will assign or sublease the sale of concessions must be in writing and must be approved by the Director or his designee prior to taking effect.
20. The User shall, at the end of this Agreement, provide the Director or his designee with a complete financial statement outlining the income and expenses of the User and any expenditure solely for the improvement of the Facilities covered by this Agreement.
21. The User shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that act and regulation, no person in the United States shall, on grounds of race, color, age, sex, religion, handicap or national origin, be excluded from participation as a result of any use or activity by the user at the stated facility.
22. Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

City:

Ison B. Harris, Jr., Director
 City of Jackson
 Department of Parks & Recreation
 1000 Metro Center, Suite 104
 Jackson, MS 39209
 601-960-0716
iharris@jacksonms.gov

User:

Eric Barbour
 President
 Leavell Woods-Sykes
 Baseball Association
 255 Catalina Circle
 Jackson, MS 39204
 601-946-3308
ericbarbour@bellsouth.net

Copy To:

Office of the City
 Attorney
 455 E. Capitol Street
 Jackson, MS 39201
 601-960-1799

23. This Agreement is executed by each party hereto after first being duly authorized to do so.

IN WITNESS WHEREOF, this Agreement is entered into on the date first written above.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Mayor Chokwe Antar Lumumba

ATTEST:

City Clerk, City Of Jackson

(Seal)

**LEAVELL WOODS-SYKES BASEBALL
ASSOCIATION**

BY: _____
Eric Barbour, President

“EXHIBIT A”

Leavell Woods-Sykes Baseball Association

**Leavell Woods Park
347 Dona Drive
Jackson, MS 39212**

Use of the field(s) listed below includes the use of all support structures and facilities (i.e. dugouts, lights, press boxes, concession stands, bleachers fencing, etc.) unless otherwise specified.

Field numbers listed below match the attached field layouts, but do not necessarily match field marking at this park.

All Fields

In order to use facilities for their intended purpose, all use under this Agreement must meet the specifications set forth by the User as outlined in regard to facility maintenance and activities.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE GROVE PARK BOYS BASEBALL ASSOCIATION, FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED IN GROVE PARK. (WARD 4) (HARRIS, LUMUMBA)

WHEREAS, the Grove Park Boys Baseball Association has previously partnered with City of Jackson, Mississippi (“City”) as the management group for the athletic fields at Grove Park located at 4126 Parkway Avenue in Jackson, Mississippi (“Fields”); and

WHEREAS, the Grove Park Boys Baseball Association will provide the City proof of liability insurance in the amount of one million dollars (\$1,000,000), adding the City as an additional insured, but only with respect to the liability arising out of the operations of the Boys Baseball Association; and

WHEREAS, the Grove Park Boys Baseball Association has abided by all prior mutual agreements with the City; and

WHEREAS, the Grove Park Boys Baseball Association shall operate its Youth Sports Program and use the Fields in accordance with the rules and regulations established by its Youth Association Charter and the City.

IT IS HEREBY ORDERED that the Mayor is authorized to execute a Facilities Use Agreement with the Boys Baseball Association governing its use of the athletic fields at Grove Park for the period commencing on the last date of execution and ending on December 31, 2022, unless terminated earlier.

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

(HARRIS, LUMUMBA)

Agenda Item # 11
Agenda Date: June 8, 2021
(HARRIS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 05-27-21

POINTS		COMMENTS										
1.	Brief Description	This an Order authorizing the Mayor to execute a Facility Use Agreement between the City of Jackson, Mississippi and the Grove Park Boys Baseball Association for use of city-owned athletic fields at Grove Park.										
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth & Education, Crime Prevention Quality of Life										
3.	Who will be affected	Youth participating in sports at Grove Park.										
4.	Benefits	Provides youth and teens with athletic fields to participate in youth sports.										
5.	Schedule (beginning date)	Upon the last date of execution of an agreement by both parties.										
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	4										
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Department of Parks & Recreation										
8.	COST	None										
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A										
10.	EBO participation	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		AABE	99	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>

Parks & Recreation Department
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, Department of Parks & Recreation
Date: May 27, 2021
Re: Facility Use Agreement – Grove Park Boys Baseball Association

The attached agenda item is a Facility Use Agreement between the City and the Boys Baseball Association, utilizing City owned facility athletic fields. The agreement defines the respective responsibilities of both the City and the Boys Baseball Association.

The City will provide the physical facility while the organization provides the necessary staff to make the program a success.

Thank you!

IBHjr/pb

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 FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE GROVE PARK BOYS BASEBALL ASSOCIATION, FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED IN GROVE PARK is legally sufficient for placement in NOVUS Agenda.


Monica D. Allen, City Attorney


Date

OFFICE OF THE CITY ATTORNEY
6/1/2021

**BOYS BASEBALL ASSOCIATION
FACILITY USE AGREEMENT**

This Agreement, made, by and between the **City of Jackson, Mississippi**, a municipal corporation, hereinafter called "City," and the **Boys Baseball Association**, a nonprofit corporation, hereinafter called "User."

WITNESSETH:

In consideration of mutual agreements contained herein, the parties hereto agree as follows:

1. The User shall operate its youth sports program at the location described in "Exhibit A", hereinafter called "Facilities," beginning **on the last date of execution by both parties**, and ending **December 31, 2022**. The User may exercise certain storage and access rights during the non-use period, with written approval from the City's Parks and Recreation Director, hereinafter called "Director" or his designee. "Exhibit A" is attached hereto and incorporated by reference as if set forth in words and figures herein.
2. By becoming a party to this Agreement, the User affirms its existence as a non-profit corporation, as evidenced by registration as such with the Mississippi Secretary of State pursuant to the Mississippi Nonprofit Corporation Act, Section 79-11-101, *et seq.*, of the Mississippi Code of 1972, as amended.
3. The User shall operate its youth sports program in accordance with its bylaws, policies and procedures, rules and regulations, all of which have heretofore been provided to the Director or his designee for approval or modification. If any changes in its governing methods are desired, the User shall submit said proposed changes to the Director or his designee for written approval.
4. The User shall be responsible for all field preparation for games and practices and all other maintenance, which includes lining fields, cutting grass (if required between normal city-scheduled cuttings), and picking up misplaced litter and placing it in trash cans. Individuals involved in field preparation shall attend a field preparation workshop sponsored by the City. Proper field preparation techniques are outlined in the "*Field Preparation Manual*" provided by the City. Erection by the User of any sign or banner shall require the prior written approval of the Director or his designee.

In the event the City's Director determines the field is damaged by the sports activities of User, the User shall pay sufficient funds, as determined by the City's Director, for proper field restoration and maintenance.

5. The User shall make no permanent physical improvements to the Facilities without first obtaining the Director's or his designee's written consent. Any physical improvements made by the User shall be in compliance with all municipal building, plumbing, gas and electrical codes and shall become the property of the City.

2021-22 Grove Park Boys Baseball Association – Facility Use Agreement Cont'd

6. The User shall provide all equipment, uniforms, and personnel necessary to operate its program.
7. All revenue received by the User shall be used solely for the use and benefit of operating youth sports programs or making approved improvements of a facility in City parks. If the User desires at any time to collect admission fees, written approval from the Director or his designee shall be requested.
8. The User shall submit to the Director or his designee, within sixty (60) days of the execution of this agreement, the name of an individual to act as Certification Officer for its youth sports program, who shall conduct certification clinics on an as needed basis and shall be responsible for having at least one certified person per team on the field at all practices and games. The Certification Officer shall maintain proof of certification of all active coaches and game officials and provide a list of all certified coaches and game officials to the Director or his designee prior to the start of the activities of the User.
9. The User shall use the Facilities in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable Federal, State and local laws, rules, regulations, policies and procedures. The User shall be responsible for informing its coaches, officers, and other personnel of these laws, rules, regulations, policies, and procedures. Without written consent of the City, the Facilities shall not be used for any purpose except those herein designated.
10. The User shall be financially responsible for excessive electricity consumption at the Facilities that exceeds \$10,000.00, as billed to the City, during the term of this Agreement. In addition, the User shall be solely responsible for the installation and payment of all telephone services deemed necessary for its operation pursuant to this Agreement.
11. The Facilities shall remain the property of the City; therefore, the City may enter the Facilities at any time during the period of this Agreement for inspection or supervision deemed necessary by the City. The City shall provide regular maintenance on Facilities such as concession stands, press boxes, dugouts, restrooms, irrigation systems, fencing, lighting system, backstops, bleachers, and trash pick-up at designated areas on a regular basis.
12. The User shall report all vandalism to the Director or his designee immediately upon its discovery. Thereafter, the User shall submit a written report of such vandalism.
13. The User shall provide the Director or his designee with a certificate of insurance evidencing comprehensive liability coverage naming the City of Jackson as co-insured in combined limits not less than \$1,000,000 for bodily injury and property damage, on or before March 18, 2018. The User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City as a result of the User's performance under this Agreement.

2021-22 Grove Park Boys Baseball Association – Facility Use Agreement Cont'd

14. The Director or his designee shall serve as the liaison between the City and the User and, as such, shall interpret the requirements set forth in this Agreement to ensure compliance therewith.
15. This Agreement may be terminated by either party upon giving sixty (60) days written notice to the other party. Notwithstanding termination by election of parties, the User's failure to comply with any term or condition of this Agreement shall allow the City to terminate this Agreement immediately.
16. Failure of the City to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of such term or condition.
17. The User is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement.
18. Nothing contained herein shall be construed to be a waiver of governmental immunity by the City, its officers and employees.
19. The User shall not assign or sublease, in whole or in part, any right or responsibility set forth herein and any facility outlined in this Agreement, with the exception of the operation of concessions. The User must receive the Director's or his designee's written consent prior to entering into any concession agreement with a third party. Any agreement that will assign or sublease the sale of concessions must be in writing and must be approved by the Director or his designee prior to taking effect.
20. The User shall, at the end of this Agreement, provide the Director or his designee with a complete financial statement outlining the income and expenses of the User and any expenditure solely for the improvement of the Facilities covered by this Agreement.
21. The User shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that act and regulation, no person in the United States shall, on grounds of race, color, age, sex, religion, handicap, or national origin, be excluded from participation as a result of any use or activity by the user at the stated facility.
22. Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

City:
Ison B. Harris, Jr., Director
Parks and Recreation Department
City of Jackson
Post Office Box 17
Jackson, MS 39205
(601) 960-0471
iharris@jacksonms.gov

User:
Clinton "Clint" Johnson, President
Boys Baseball Association
P. O. Box 68485
Jackson, MS 39286
(601) 260-1734
clintonjohnson@yahoo.com

2021-22 Grove Park Boys Baseball Association – Facility Use Agreement Cont'd

23. This Agreement is executed by each party hereto after first being duly authorized to do so.

IN WITNESS WHEREOF, this Agreement is entered into on the date first written above.

**GROVE PARK BOYS BASEBALL
ASSOCIATION**

**CITY OF JACKSON,
MISSISSIPPI**

BY: _____
Clinton Johnson, President

BY: _____
Chokwe A. Lumumba, Mayor

DATE: _____

DATE: _____

ATTEST:

BY: _____
Kristi Moore, City Clerk

(Seal)

DATE: _____

“EXHIBIT A”

Grove Park Facilities

Use of the field(s) listed below includes the use of all support structures and facilities (i.e. dugouts, lights, press boxes, concession stands, bleachers fencing, etc.) unless otherwise specified.

Field numbers listed below match the attached field layouts, but do not necessarily match field marking at this park.

Field #1

Field #2

Field #3

Field #4

Field #5

In order to use facilities for their intended purpose, all use under this Agreement must meet the specifications set forth by the User as outlined in regard to facility maintenance and activities.

ORDER RATIFYING A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE BATTLEFIELD PARK SOCCER LEAGUE FOR USE OF THE CITY-OWNED SOCCER ATHLETIC FIELDS, LOCATED AT 953 WEST PORTER STREET, IN JACKSON, MISSISSIPPI. (WARD 5) (HARRIS, LUMUMBA)

OFFICE OF THE CITY ATTORNEY
6/12/2021

WHEREAS, the Battlefield Park Soccer League has partnered with the City of Jackson, Mississippi ("City") as the management group for use of the athletic soccer fields at Battlefield Park, located at 953 West Porter Street, in Jackson, Mississippi ("Field"); and

WHEREAS, the Battlefield Park Soccer League, has provided the City of Jackson proof of liability insurance in the amount of one million dollars (\$1,000,000), adding the City of Jackson, Department of Parks and Recreation, as an additional insured, but only for liability caused, in whole or in part, by the acts and omissions of Battlefield Park Soccer League; and

WHEREAS, the Battlefield Park Soccer League, will abide by all mutual agreements with the City; and

WHEREAS, the Battlefield Park Soccer League, shall operate its Soccer Sports Program and use the Fields in accordance with the rules and regulations established by its Charter and the City of Jackson.

IT IS HEREBY ORDERED that the Facility Use Agreement with the Battlefield Park Soccer League, is hereby ratified, and Mayor is authorized to execute an Agreement with the Battlefield Park Soccer League, for supervision and operation of the athletic soccer fields at Battlefield Park for the period June 1, 2021 through December 31, 2022.

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

Agenda Item # 12
Agenda Date: June 8, 2021
(HARRIS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE 05-25-21

P O I N T S																																																			
1. Brief Description	This is a Facility Use Agreement for the use of the athletic soccer fields at Battlefield Field Park.																																																		
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention Quality of Life																																																		
3. Who will be affected	Youth, teens and adults participating in soccer at Battlefield Park.																																																		
4. Benefits	Provides youth, teens and adults with soccer fields on which they can participate in soccer activities.																																																		
5. Schedule (beginning date)	June 1, 2021																																																		
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	5																																																		
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Parks & Recreation																																																		
8. COST	N/A																																																		
9. Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>																																																			
10 EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> </tr> <tr> <td>AABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>100</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> </tr> </table>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	HBE	100	%	WAIVER	___	Yes	___	No	___	N/A	NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A
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AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A																																										
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HBE	100	%	WAIVER	___	Yes	___	No	___	N/A																																										
NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A																																										

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, Department of Parks & Recreation
Date: May 25, 2021
Re: Battlefield Park Soccer League

The attached agenda item is a Facility Use Agreement between the City of Jackson and the Battlefield Park Soccer League, to utilize the city owned athletic soccer fields. The agreement defines the respective responsibilities of both the City and the Battlefield Park Soccer League.

The City will provide the physical athletic field, while the organization provides the necessary staff to make the program a success.

IBHjr/pb

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 AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE BATTLEFIELD PARK SOCCER LEAGUE FOR USE OF THE CITY-OWNED SOCCER ATHLETIC FIELDS, LOCATED AT 953 WEST PORTER STREET, IN JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney



DATE

OFFICE OF THE CITY ATTORNEY
6/2/2021

BATTLEFIELD PARK SOCCER LEAGUE
FACILITY USE AGREEMENT

This Agreement, made on June 1, 2021, by and between the City of Jackson, Mississippi, a municipal corporation, hereinafter called "City", and the Battlefield Park Soccer League, a nonprofit corporation, hereinafter called "User."

WITNESSETH:

In consideration of mutual agreements contained herein, the parties hereto agree as follows:

1. The User shall operate its soccer sports program at the location described in "Exhibit A," hereinafter called "Facility", **beginning June 1, 2021 and ending December 31, 2022**. The User may exercise certain storage and access rights during the non-use period, with written approval from the City's Parks and Recreation Director, hereinafter called "Director" or his designee. "Exhibit A" is attached hereto and incorporated by reference as if set forth in words and figures herein.
2. By becoming a party to this Agreement, the User affirms its existence as a non-profit corporation, as evidenced by registration as such with the Mississippi Secretary of State of pursuant to the Mississippi Nonprofit Corporation Act, Section 79-11-101, et seq., of the Mississippi Code of 1972, as amended.
3. The User shall operate its youth sports program in accordance with its bylaws, policies and procedures, rules and regulations, all of which have heretofore been provided to the Director or his designee for approval or modification. If any changes in its governing methods are desired, the User shall submit said proposed changes in writing to the Director or his designee for approval.
4. The User shall be responsible for all field preparation for games and practices and all other maintenance, which includes lining fields, cutting grass (if required between normal city-scheduled cuttings), and picking up misplaced litter and placing it in trash cans. Individuals involved in field preparation shall attend a field preparation workshop sponsored by the City. Proper field preparation techniques are outlined in the "*Field Preparation Manual*" provided by the City. Erection by the User of any sign or banner shall require the prior written approval of the Director or his designee.
5. The User shall make no permanent physical improvements to the Facilities without first obtaining the Director's or his designee's written consent. Any physical improvements made by the User shall be in compliance with all municipal building, plumbing, gas and electrical codes and shall become the property of the City.
6. The User shall provide all equipment, uniforms, and personnel necessary to operate its program.

7. All revenue received by the User shall be used solely for the use and benefit of operating youth sports programs or making approved improvements of a facility in City parks. If the User desires at any time to collect admission fees, the user must obtain prior written approval from the Director or his designee.
8. Within sixty (60) days of the execution of this agreement, the User shall submit to the Director or his designee the name of an individual to act as Certification Officer for its youth sports program, who shall conduct certification clinics on an as needed basis and shall be responsible for having at least one certified person per team on the field at all practices and games. The Certification Officer shall maintain proof of certification of all active coaches and game officials and provide a list of all certified coaches and game officials to the Director or his designee prior to the start of the activities of the User.
9. The User shall use the Facilities in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable Federal, State and local laws, rules, regulations, policies and procedures. The User shall be responsible for informing its coaches, officers and other personnel of these laws, rules, regulations, policies and procedures. Absent written consent of the City, the Facilities shall not be used for any purpose except those herein designated.
10. The User shall be financially responsible for excessive electricity consumption at the Facilities that exceeds \$10,000.00, as billed to the City, during the term of this Agreement. In addition, the User shall be solely responsible for the installation and payment of all telephone services deemed necessary for its operation pursuant to this Agreement.
11. The Facilities shall remain the property of the City; therefore, the City may enter the Facilities at any time during the period of this Agreement for inspection or supervision deemed necessary by the City. The City shall provide regular maintenance on Facilities such as concession stands, press boxes, dugouts, restrooms, irrigation systems, fencing, lighting system, backstops, bleachers, and trash pick-up at designated areas on a regular basis.
12. The User shall report all vandalism to the Director or his designee immediately upon its discovery. Thereafter, the User shall submit a written report of such vandalism.
13. The User shall provide the Director or his designee with a certificate of insurance evidencing comprehensive liability coverage naming the City of Jackson as co-insured in combined limits not less than \$1,000,000 for bodily injury and property damage. The User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City as a result of the User's performance under this Agreement.
14. The Director or his designee shall serve as the liaison between the City and the User and, as such, shall interpret the requirements set forth in this Agreement and ensure compliance therewith.

15. This Agreement may be terminated by either party upon giving sixty (60) days written notice to the other party. Notwithstanding termination by election of parties, the User's violation of any term or condition of this Agreement shall place it in default, thereby allowing the City to terminate this Agreement immediately.
16. Failure of the City to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of such term or condition.
17. The User is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement.
18. Nothing contained herein shall be construed to be a waiver of governmental immunity by the City, its officers and employees.
19. The User shall not assign or sublease, in whole or in part, any right or responsibility set forth herein and any facility outlined in this Agreement, with the exception of the operation of concessions. The User must receive the Director's or his designee's written consent prior to entering into any concession agreement with a third party. Any agreement that will assign or sublease the sale of concessions must be in writing and must be approved by the Director or his designee prior to taking effect.
20. The User shall, at the end of this Agreement, provide the Director or his designee with a complete financial statement outlining the income and expenses of the User and any expenditure solely for the improvement of the Facilities covered by this Agreement.
21. The User shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that act and regulation, no person in the United States shall, on grounds of race, color, age, sex, religion, handicap or national origin, be excluded from participation as a result of any use or activity by the user at the stated facility.
22. Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

City:

Ison B. Harris, Jr., Director
Parks and Recreation Department
City of Jackson
Post Office Box 17
Jackson, MS 39205
601-960-0471
iharris@jacksonms.gov

User:

Julio Castillo, President
Battlefield Park Soccer League
Post Office Box 6552
Jackson, MS 39282
601-918-3981
julio_dcboys2000@yahoo.com

23. This Agreement is executed by each party hereto after first being duly authorized to do so.

IN WITNESS WHEREOF, this Agreement is entered into on the date first written above.

Battlefield Park Soccer League

City of Jackson, Mississippi

BY: _____
Julio Castillo, President

BY: _____
Chokwe Lumumba, Mayor

“EXHIBIT A”

Battlefield Park Athletic Soccer Fields

Use of the field(s) listed below includes the use of all support structures and facilities (i.e. dugouts, lights, press boxes, concession stands, bleachers fencing, etc.) unless otherwise specified.

Field numbers listed below match the attached field layouts, but do not necessarily match field marking at this park.

Field #1

Field #2

In order to use facilities for their intended purpose, all use under this Agreement must meet the specifications set forth by the User as outlined in regard to facility maintenance and activities.

ORDER AUTHORIZING REVISING THE DEPARTMENT OF PLANNING AND DEVELOPMENT FISCAL YEAR 2021 BUDGET.

OFFICE OF THE CITY ATTORNEY
CA

WHEREAS, the City of Jackson Department of Planning and Development manages a business license database to support business license activities, renewals, and verifications; and

WHEREAS, this database has undergone two prior software conversions and has been effected by current software failures; and

WHEREAS, this database has become unreliable for issuing renewals and maintaining accurate data; and

WHEREAS, the City is preparing to convert the business licensing database into a new digital service platform; and

WHEREAS, the City is in urgent need of professional services to evaluate, validate, repair, and supplement the business license database in preparation for conversion to digital service platform; and

WHEREAS, the Department of Planning and Development's Fiscal Year 2021 Budget needs to be revised to reallocate funding for the professional services needed; and

WHEREAS, the following funds would be revised and reallocated as follows:

From: 001.420.10.6485 \$100,000.00
To: 001.404.10.6419 \$100,000.00

IT IS HEREBY ORDERED that the Department of Planning and Development's Fiscal Year 2021 Budget be revised and reallocated in the amount of \$100,000.00 as follows:

To/From	Fund/Account Number	Amount
From:	001.420.10.6485	\$100,000.00
To:	001.404.10.6419	\$100,000.00

Agenda Item # 13
Agenda Date: June 8, 2021
(HILLMAN, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 8, 2021 .
DATE

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING REVISING THE DEPARTMENT OF PLANNING AND DEVELOPMENT FISCAL YEAR 2021 BUDGET.
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	2, 4, 5,7
3.	Who will be affected	Business licensees and those needed access to business licensing records.
4.	Benefits	This move unused funds from one area of planning to the professional services account to allow for implementation of the business licensing data project.
5.	Schedule (beginning date)	Upon passage.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	All Wards Yes
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning and Development
8.	COST	Transfer of 100,000 from one planning account to another.
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General From: 001.420.10.6485 \$100,000.00 To: 001.404.10.6419 \$100,000.00

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
Department of Planning and Development
Date: May 20, 2021
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda transferring budget funds from unused portions of the FY21 budget to the professional services account.

From: :	001.420.10.6485	\$100,000.00
To:	001.404.10.6419	\$100,000.00

This transfer will support an urgent need of professional services to evaluate, validate, repair, and supplement the business license database in preparation for conversion to digital service platform. These services are needed to address database deficiencies stemming from the last software conversion and the end of life status of the current software. The database is unreliable and is no longer supporting the function of business licensing renewal and maintaining reliable business information.

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

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 REVISING THE DEPARTMENT OF PLANNING AND DEVELOPMENT FISCAL YEAR 2021 BUDGET** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney

Chandra Gayten, Deputy City Attorney Ch



DATE

ORDER AUTHORIZING CANCELLATION OF LIEN WITH THE HINDS COUNTY TAX COLLECTOR FOR ADJUDICATED COSTS AND PENALTIES IN THE AMOUNT OF ONE THOUSAND, FIVE HUNDRED AND THIRTEEN DOLLARS AND SEVENTY-SIX CENTS (\$1,513.76) ASSESSED FOR CLEANING PARCEL NUMBER 121-74 LOCATED AT 245 HOLLAND AVENUE, JACKSON MISSISSIPPI.

WHEREAS, on March 27, 2018, the governing authorities for the City of Jackson passed a resolution which is recorded at Minute Book 6M Pages 437-442 that declared property located at 245 Holland Avenue to be a menace to public health safety and welfare; and

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code, the City of Jackson remedied conditions on the property constituting a menace to public health, safety, and welfare when the owner of the parcel failed to do so; and

WHEREAS, on October 15, 2019 the governing authorities for the City of Jackson passed a resolution which is recorded at Minute Book 6Q Pages 79-83 that adjudicated costs and penalties totaling \$1,513.76 for the cleaning of property located at 245 Holland Avenue legally described as BEG NE COR LOT 10 N 80 FT W 189.3 FT S 52.3 FT E 83.3 FT S 48 FT E 109.5 FT TO PT OF BEG PT OF SEC 32 6 1E & PT LOTS 9 & 10 BLK 4 W PK ADDN & PT OF ALLEY BETWEEN; and

WHEREAS, consistent with the provisions of Section 21-19-11, the resolution adjudicating costs and penalties was subsequently included with 2020 municipal ad valorem taxes where payment would be enforced in the same manner as municipal ad valorem taxes; and

WHEREAS, at the time of cleaning, the property was owned by the State of Mississippi; and

WHEREAS, at the time costs and penalties were adjudicated, ownership had changed to Recycled Housing LLC; and

WHEREAS, Recycled Housing LLC did not receive proper notice of Lis Pendens.

IT IS, THEREFORE, ORDERED that the clean-up assessment imposed on parcel 121-74 located at 245 Holland Avenue be removed from the Hinds County Real Property Billing Roll.

IT IS FURTHER ORDERED that any acts required and necessary to effect the cancellation of the lien arising out of the imposed clean-up assessment for Case 2017-1523 are authorized to be performed.

Agenda Item # 14
Agenda Date: June 8, 2021
(HILLMAN, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET May 25, 2021
DATE

P O I N T S		C O M M E N T S		
1.	Brief Description/Purpose	ORDER AUTHORIZING CANCELLATION OF LIEN WITH THE HINDS COUNTY TAX COLLECTOR FOR ADJUDICATED COSTS AND PENALTIES IN THE AMOUNT OF ONE THOUSAND, FIVE HUNDRED AND THIRTEEN DOLLARS (\$1,513.00) ASSESSED FOR CLEANING PARCEL NUMBER 121-74 LOCATED AT 245 HOLLAND AVENUE, JACKSON MISSISSIPPI.		
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Neighborhood Enhancement Crime Prevention Economic Development Quality of Life		
3.	Who will be affected	An improperly imposed debt will be removed from the owner.		
4.	Benefits	Approval of the recommended action will keep the City in good standing for acknowledging and correcting an improperly imposed debt.		
5.	Schedule (beginning date)	Earliest date following City Council meeting.		
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 5		
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION		
8.	COST	\$0		
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A		
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____		



Memo

To: Chokwe Lumumba, Mayor

**From: Jordan Rae Hillman, Director
Department of Planning and Development**

Date: May 4, 2021

Re: Agenda Item

The attached agenda item is an order requesting that the Jackson City Council authorize the filing of Cancellation of Lien with the Hinds County Tax Collector's office in reference to Parcel number 121-74 located at 245 Holland Avenue. A lien in the amount of \$1,513.76 was included with 2020 municipal ad valorem taxes so that payment for clean-up assessment could be enforced in the same manner as municipal ad valorem taxes. Ownership changed hands from State-Owned to private owner before the property was brought into compliance, however, the current owner was not properly notified of Lis Pendens.

Your consideration in this matter is appreciated.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING CANCELLATION OF LIEN WITH THE HINDS COUNTY TAX COLLECTOR FOR ADJUDICATED COSTS AND PENALTIES IN THE AMOUNT OF ONE THOUSAND, FIVE HUNDRED AND THIRTEEN DOLLARS AND SEVENTY-SIX CENTS (\$1,513.76) ASSESSED FOR CLEANING PARCEL NUMBER 121-74 LOCATED AT 245 HOLLAND AVENUE, JACKSON MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *City Attorney*
Chandra Gayten, *Deputy City Attorney* CG



DATE

OFFICE OF THE CITY ATTORNEY
CG

OFFICE OF THE CITY ATTORNEY
CF

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH HORNE, LLP TO COMPLETE DATA SERVICES FOR BUSINESS LICENSE RESTORATION AND OPTIMIZATION FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the City has experienced challenges with its business license database in increasing severity since prior to 2014; and

WHEREAS, the City is converting its licensing operations to a digital platform to provide convenient online services and to expedite in person services; and

WHEREAS, the City in preparing the data from the current system for conversion to the new system identified major database failures resulting in the need for the data to be repaired; and

WHEREAS, the Department of Planning and Development is recommending that the City enter into an agreement with Horne, LLP (“Horne”) for the completion of data services for business license restoration and optimization; and

WHEREAS, Horne will provide data restoration and optimization services resulting in the delivery of a final data set meeting the data requirements for conversion to the OpenGov digital platform; and

WHEREAS, Horne will identify revenue that was not captured by the old system and provide a project manager to oversee billing and collection of those renewals; and

WHEREAS, Horne will also identify businesses that are not currently licensed for city staff to contact for licensing; and

WHEREAS, the City has selected the scope of work identified in the Outsourced pricing tier in Exhibit A; and

WHEREAS, the City agrees to compensate Horne for the services provided under this agreement at a fee not to exceed \$150,000; and

WHEREAS, the City agrees that the timeline for completion of this project is no later than January 31, 2022.

IT IS HEREBY ORDERED that the agreement between the City of Jackson and Horne is hereby authorized.

IT IS FURTHER ORDERED that the City of Jackson shall pay Horne an estimated amount in FY 2020-2021 not to exceed \$100,000.

IT IS FURTHER ORDERED that the city of Jackson shall pay Horne an estimated amount in FY 2021-2022 not to exceed \$50,000.

IT IS FURTHER ORDERED that the Mayor of the City of Jackson is authorized to execute an agreement and related documents with Horne for completion of data services for business license restoration and optimization.

Agenda Item # 15
Agenda Date: June 8, 2021
(HILLMAN, LUMUMBA)

Pricing

	ESSENTIALS	CO-SOURCED	OUTSOURCED
Align Stakeholder Expectations	Document current data and data sources. Document future system requirements Create a project plan in collaboration with Planning & Development personnel Present project plan to City of Jackson officials or other stakeholders (if desired)	Everything in Essentials, plus: Deliver formal documentation (i.e. data dictionary) of OpenGov data and structure	Everything in Co-Sourced
Collaborate to Share Information and Create Accountability	Kickoff Session - Involve key stakeholders - Rev-align the scope of work and timeline Regularly scheduled progress updates with key stakeholders via Zoom	Everything in Essentials	Everything in Essentials
Transform Current Data to Make Compatible with OpenGov	HQ/DNE to migrate data from old system and clean it up. - Identify missing or invalid source data - Identify critical fields for OpenGov and supplement source data, as needed - Facilitate upload into OpenGov	Everything in Essentials Use data from outside sources to add to available data. - NAICS Codes - Business Status (active, closed, etc.) - Valid Address - Businesses never licensed City of Jackson to source any new data sources we do not already have access to.	Everything in Essentials Everything in Co-Sourced, plus: HQ/DNE to source all data.
Enrich the Current Data Through Secondary Data Sources			Everything in Co-Sourced, plus: HQ/DNE to source all data.
Validate Data Quality in OpenGov after Upload	Collaborate with City of Jackson staff to create a quality assurance testing plan. City of Jackson staff to execute that plan.	Collaborate with City of Jackson staff to create a quality assurance testing plan. City of Jackson staff to execute that plan with HQ/DNE assistance.	Collaborate with City of Jackson staff to create a quality assurance testing plan. HQ/DNE to execute that plan.
Identify Uncollected License Fees for the Planning and Development Office	Identify businesses for 2020 and 2021 for any renewals that need to be caught up.	HQ/DNE to identify license revenue that was "lost" in the old system. Will go as far back as you would like. - Renewals that were not captured - Businesses that never had a license	HQ/DNE to identify license revenue that was "lost" in the old system. Will go as far back as you would like. - Renewals that were not captured - Businesses that never had a license
Capture Uncollected License Fees to Comply with State Law	Share that data for City of Jackson to run the collection process.	Share that data for City of Jackson to run the collection process.	Collaborate with City of Jackson staff to develop a project plan for collection of identified issues. HQ/DNE to provide a project manager to oversee the process to bill and collect renewals and new businesses identified.
	\$45,000	\$100,000	\$150,000

EXHIBIT A

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 8, 2021 DATE

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH HORNE, LLP TO COMPLETE DATA SERVICES FOR BUSINESS LICENSE RESTORATION AND OPTIMIZATION FOR THE CITY OF JACKSON, MISSISSIPPI.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	2, 4, 5,7
3.	Who will be affected	Business licensees and those needed access to business licensing records.
4.	Benefits	The City of Jackson manages a business license database to support business license activities, renewals, and verifications. This database has undergone two prior software conversions and has been effected by current software failures. It has become unreliable for issuing renewals and for validating accuracy. The City seeks professional services to evaluate, validate, repair, and supplement the business license database in preparation for conversion to digital service platform. At the end of the project the expects to integrate the improved database with new its digital service platform - Open Gov Citizen Services. The city seeks additional services to support identification of unbilled revenue due to system errors and assistance in reclaiming that revenue.
5.	Schedule (beginning date)	Upon execution of agreement, and issuance of a notice to proceed, approximately 5 months ending no later than January 31, 2021.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	All Wards Yes
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning and Development And Horne
8.	COST	\$150,000 (\$100,000 in current FY, \$50,000)
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund Professional Services Accounts 1.404.10.6419
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Jordan Rae Hillman, AICP
Department of Planning and Development

Date: February 20, 2020

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item for data services for business license restoration and optimization. These services are necessary to support ongoing business license operations and revenue maintenance.

The City of Jackson manages a business license database to support business license activities, renewals, and verifications. This database has undergone two prior software conversions and has been effected by current software failures. It has become unreliable for issuing renewals and for validating accuracy. The City seeks professional services to evaluate, validate, repair, and supplement the business license database in preparation for conversion to digital service platform. At the end of the project the city expects to integrate the improved database with its digital service platform - Open Gov Citizen Services. The proposal also includes services to support identification of unbilled revenue due to system errors and assistance in reclaiming that revenue.

The type of professionals required to complete this project not widely available, but we were able to identify a Mississippi based firm with a track record for data reconciliation work with municipal clients that also had the professional expertise to execute this scope of work. This expertise includes CPA, IT, Project Management, Database Management, Data Science, Data System Support and Revenue Collection support.

The project cost for the scope of work proposed is \$150,000. This will be payable across two fiscal years.

Scope of Work

- 1. Project Management**
 - 1.1. Kickoff meeting and regular project management coordination calls.
- 2. Project Plan**

- 2.1. This project is a complex data problem and will require a project plan to coordinate collaboration with the City of Jackson Planning Department staff. The Project Plan once developed will provide the road map for the project.
- 3. Current Data Inventory and Analysis**
 - 3.1. Evaluate current data condition.
 - 3.2. Identify missing and inaccurate data.
 - 3.3. Identify revenue gaps and failures to issue renewals/invoices.
 - 3.4. Identify other data sets that could supplement existing data.
- 4. Document Data Needs**
 - 4.1. Identify data requirements for conversion to Open Gov Digital Platform.
 - 4.2. Identify critical fields for Open Gov Digital Platform that need to be supplemented.
 - 4.3. Identify opportunities to supplement and enrich existing data.
 - 4.4. Document all data dictionary.
- 5. Repair and Upgrade of Data**
 - 5.1. Develop approach to repairing existing data and complete critical missing data.
 - 5.2. Develop outside data sources to validate.
 - 5.3. Utilize business license inspectors to verify in field conditions where supplemental data is not available.
 - 5.4. Develop approach to classify data with NAICS codes and enrich data with other data sets.
 - 5.5. Create validation plan to test data quality.
- 6. Data Transition to Open Gov Digital Platform**
- 7. Revenue**
 - 7.1. Identify revenue that was not captured including renewals not issued and businesses that were never licensed.
 - 7.2. Develop and oversee collections process for reclaimed revenue.

Deliverables

Project Plan

Data Dictionary

Repaired and Supplemented Database in format for integration with Open Gov

Data Validation Plan

Revenue Collection Process

List of unlicensed businesses and new businesses.

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH HORNE, LLP TO COMPLETE DATA SERVICES FOR BUSINESS LICENSE RESTORATION AND OPTIMIZATION FOR THE CITY OF JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney
Chandra Gayten, Deputy City Attorney CG



DATE

OFFICE OF THE CITY ATTORNEY
CG

CITY OF CHICAGO
OFFICE OF THE CLERK
100 N. LAKE ST., 10TH FLOOR
CHICAGO, IL 60602
TEL: (312) 321-1000
WWW.CITYOFCHICAGO.IL.GOV

ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS

WHEREAS, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City's transit system; and

WHEREAS, due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval by the governing authorities; and

WHEREAS, the parts and equipment set forth in the invoices were delivered and used in the operation and maintenance of the City's transit system; and

WHEREAS, in order to ensure the continued and proper operation and maintenance of the City's transit system, the Transit Services Division is requesting that the purchases and procurement of services from two (2) vendors be ratified and authorized for payment:

	Date	Vendor Name	Purchases/Services	Amount
1.	4/8/2021	Safe & Sound	The City's contract expired on 2/27/2021; but transit has been utilizing the company to provide monitoring, surveillance, and equipment maintenance for the day-day operations of the public transportation system. The City is currently seeking to enter into a new contract with this vendor until a new RFQ is issued and company selected for these services.	\$1,360.00
2.	4/26/2021	RJ Young	The City's contract expired on 2/27/2021; but transit has been utilizing the company to provide copier service. The City has issued a RFQ for copier lease services that is scheduled to close on 4/27/2021.	\$47.30
			Grand Total	\$1,407.30

IT IS, THEREFORE, ORDERED that the purchases and procurement of services from two (2) vendors be authorized and payment made to the vendors.

Agenda Item # 16
Agenda Date: June 8, 2021
(WILLIAMS, LUMUMBA)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 6/8/2021

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Infrastructure & Transportation
3.	Who will be affected	All residents and visitors of the City of Jackson.
4.	Benefits	All residents and visitors of the City of Jackson.
5.	Schedule (beginning date)	
6.	Location:	JAMF & Union Station
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	\$1,407.30
9.	Source of Funding General Fund X Grant X Bond Other	187.565.10.6461: \$1,360.00 187.565.20.6514: \$47.30 Grant: MS.2020.001.00: \$1,125.84 General Fund: \$281.46
10.	EBO participation	ABE % WAIVER yes no N/A <u>X</u> AABE % WAIVER yes no N/A <u>X</u> WBE % WAIVER yes no N/A <u>X</u> HBE % WAIVER yes no N/A <u>X</u> NABE % WAIVER yes no N/A <u>X</u>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jordan Hillman, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director 
Office of Transportation

DATE: May 24, 2021

RE: Agenda Item for June 8, 2021 City Council Meeting

The attached agenda item is an order ratifying purchases and procurement of services from certain vendors and authorizing payments to said vendors. Due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson.


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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney
Chandra Gayten, Deputy City Attorney *CG*



DATE

FILED THE CITY ATTORNEY
CG

**ORDER AMENDING THE FISCAL YEAR 2020-2021
BUDGET OF THE DEPARTMENT OF PUBLIC WORKS,
SOLID WASTE DIVISION**

OFFICE OF THE CLERK AT TORNEY
5-19-2021
2:53 PM

WHEREAS, certain unanticipated needs and allocations in the amount of \$1,000,000.00 have arisen since the adoption of the Fiscal Year 2020-2021 City of Jackson Budget for the Department of Public Works, Solid Waste Division; and

WHEREAS, the Fiscal Year 2020-2021 City of Jackson Budget needs to be amended to provide funding for these unanticipated needs by moving budgeted funds from General Fund, Fund Balance to the Solid Waste Fund were it is needed to fund additional, unfunded contractual services; and

WHEREAS, the following funds are being amended:

001-5899		\$1,000,000.00
009-506.10-6419	\$1,000,000.00	

IT IS, THEREFORE, ORDERED that the Fiscal Year 2020-2021 Budget of the Department of Public Works, Solid Waste Division be amended as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From:	001-5899	\$1,000,000.00
To:	009-506.10-6419	\$1,000,000.00

Agenda Item # 17
Agenda Date: June 8, 2021
(WILLIAMS, LUMUMBA)



**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Honorable Chokwe A. Lumumba, Mayor

From: Charles Williams, Jr., Director of Public Works

A handwritten signature in blue ink, appearing to read "Charles Williams, Jr.", positioned to the right of the "From:" field.

Date: May 18, 2021

Agenda Item: ORDER AMENDING THE FISCAL YEAR 2020-2021 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION

Council Meeting: Regular Council Meeting, June 8, 2021

Purpose: To provide the Solid Waste Division with additional funding for debris removal related to the May 4, 2021 tornado.

Cost: \$1,000,000.00

Project/Contract Type: N/A

Funding Source: 01-5899

Schedule/Time: June 8, 2021/ 10:00am

DPW Manager: Lakesha Weathers

Background: The Mayor's Office, in conjunction with the Solid Waste Division, is requesting \$1,000,000.00 from the General Fund, Fund Balance for debris removal for the May 4, 2021 tornado.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE 05/18/2021


POINTS		COMMENTS			
1.	Brief Description/Purpose	ORDER AMENDING THE FISCAL YEAR 2020-2021 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION			
2.	Mayoral Priority Addressed 1. Public Safety 2. Economic Development 3. Housing 4. Infrastructure 5. Quality of Life	Quality of Life			
3.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life			
4.	Who/What will be affected & Benefits	The City's residents			
5.	Schedule 1. Contract 2. Project (Beginning date) (Completion date)	Upon final negotiation of a contract for debris removal from the May 4 th tornado			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide			
7.	Action initiated by: ▪ Mayor's Office <input type="checkbox"/> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works			
8.	COST	N/A			
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Enterprise <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	From	001-5899	(\$1,000,000.00)	
		To	009-506.10-6419	\$1,000,000.00	
10.	EBO participation	ABE _____%	WAIVER Yes _____	No _____	N/A _____
		AABE _____%	WAIVER Yes _____	No _____	N/A _____
		WBE _____%	WAIVER Yes _____	No _____	N/A _____
		HBE _____%	WAIVER Yes _____	No _____	N/A _____
		NABE _____%	WAIVER Yes _____	No _____	N/A _____

Office of the City Attorney

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455 East Capitol Street
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OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE FISCAL YEAR 2020-2021 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION** is legally sufficient for placement in NOVUS Agenda.



MONICA D. ALLEN, CITY ATTORNEY
Terry Williamson, *Legal Counsel*



DATE

ORDER AUTHORIZING A CONTRACT SERVICE AGREEMENT WITH CINTAS CORPORATION FOR A THIRTY-SIX (36) MONTH RENTAL OF UNIFORMS FOR VARIOUS DIVISIONS WITHIN THE CITY OF JACKSON USING STATE CONTRACT #8200044758

OFFICE OF THE CITY ATTORNEY
6-27-2021

WHEREAS, the City is in need of renting uniforms for the various departments and divisions within the City; and

WHEREAS, the State of Mississippi currently has a contract for uniforms with Cintas Corporation, whose local address is 3894 Beasley Road, Jackson, MS 39213, which contract terms are available to the City of Jackson through a cooperative purchasing agreement; and

WHEREAS, pursuant to Section 31-7-13 (m) (xxix) of the Mississippi Coder of 1972, as amended, the City may accept the terms and pricing of the cooperative purchasing agreement; and

WHEREAS, the Public Works Department recommends that the governing authorities deem a contract with Cintas Corporation to be in the best interest of the City of Jackson.

IT IS, THEREFORE, ORDERED that the City is authorized to enter into a contract service agreement with Cintas Corporation for the rental of uniforms for various divisions of the City of Jackson for a period of thirty-six (36) months with two, one-year options, under the terms and prices of a cooperative purchasing agreement between the State of Mississippi and Cintas Corporation authorized by Section 31-7-13 (m) (xxix) of the Mississippi Code of 1972, as amended.

IT IS FURTHER ORDERED that the prices for the rental of uniforms will those provided under Mississippi State Contract Number 8200044758 and under the terms of the Cooperative Purchasing Agreement with OMNIA Partners RFP award R-BB-19002 as amended from time to time or future equivalent IFB/RFP for facilities solutions awarded to Cintas Corporation.

Agenda Item # 18
Agenda Date: June 8, 2021
(WILLIAMS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 2, 2021

DATE

(as revised 3/6/01)

POINTS		COMMENTS			
1.	Brief Description / Purpose	ORDER AUTHORIZING A CONTRACT SERVICE AGREEMENT WITH CINTAS CORPORATION FOR A THIRTY-SIX (36) MONTH RENTAL OF UNIFORMS FOR VARIOUS DIVISIONS WITHIN THE CITY OF JACKSON USING STATE CONTRACT #8200044758			
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	7			
3.	Who will be affected	City of Jackson Departments			
4.	Benefits	Uniform helps the workers bring a sense of identity within the City of Jackson, provides a sense of belongingness and wearing he same clothes promotes team spirit.			
5.	Schedule (beginning date)	Immediately after approval			
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City-wide			
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Public Works, Parks and Recreation, Jackson Fire Department and other city departments			
8.	COST	Varies			
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	General Fund, Solid Waste Enterprise Fund, Water/Sewer Enterprise Fund			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	

Department of Public Works



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

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Dr. Charles Williams, PE, Director of Public Works

Date: May 19, 2021

Re: Contract Service Agreement with Cintas Corporation for the rental of Uniforms for various Divisions within the City of Jackson using State Contract #8200044758

The Department of Public Works is requesting approve to enter into a rental contract for various divisions Cintas.

Cintas is on state contract. The pricing for the City of Jackson will not change from the previous agreement. Cintas offers an additional option, Uniform Advantage, to address damaged and/or destroyed uniforms. At an additional \$0.35 per garment, Uniform Advantage (UA) covers damaged garments needing to be replaced outside of the normal wear and tear. UA does not cover lost or unreturned garments. Each division can opt in to UA or not. The division can add or cancel UA at any time.

Should you have any questions please feel free to contact me at (601) 960-2091.

CW/et


Office of the City Attorney


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Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
6/2/2021

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING A CONTRACT SERVICE AGREEMENT WITH CINTAS CORPORATION FOR A THIRTY-SIX (36) MONTH RENTAL OF UNIFORMS FOR VARIOUS DIVISIONS WITHIN THE CITY OF JACKSON USING STATE CONTRACT #8200044758** is legally sufficient for placement in NOVUS Agenda.



MONICA D. ALLEN, CITY ATTORNEY
Terry Williamson, Legal Counsel 



DATE



STATE OF MISSISSIPPI

**CONTRACT NUMBER
8200044758
CONTRACT SMART NUMBER
1130-15-C-SWCT-01122
CINTAS COOPERATIVE
AGREEMENT
FOR UNIFORM/MAT RENTAL**

**DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING AND TRAVEL
701 WOOLFOLK BUILDING, SUITE A
501 NORTH WEST STREET
JACKSON, MISSISSIPPI 39201**

CINTAS COOPERATIVE CONTRACT FOR UNIFORM RENTAL
CONTRACT NO.: 8200044758/ 1130-15-C-SWCT-01122
EFFECTIVE DATES: April 1, 2019 through March 31, 2020

VENDOR:

Contract Administrator:
Phone:
Fax:
Email:
Website:

Cintas
Eric McCalpine
888-686-8088
205-345-1686
McCalpine@cintas.com
www.cintas.com

State of Mississippi
Contact:
Phone:
Email:

Steve Tucker
601-359-3107
stephen.tucker@dfa.ms.gov

We have established a cooperative purchasing agreement with US Communities Government Purchasing Alliance in accordance with Miss. Code Annotated Section 31-7-13 (m) (xxix) to allow purchases from their cooperative contract with Cintas. This contract is for uniform rental only. This contract allows agencies to save money on uniform rental and provides that the provisions thereof may be available to any county, municipality, school board or other local public agency or authority of the State of Mississippi which may elect to purchase at the prices, terms and conditions of sale specified therein.

OMNIA PARTNERS PROGRAM AGREEMENT

This OMNIA Partners Program Agreement ("Program Agreement") by and between State of Mississippi ("Buyer") and Cintas Corporation is made effective as of April 1, 2019 (the "Program Agreement Effective Date") and is attached to and governed by the OMNIA Partners Agreement(s) specifically marked and identified in Section 2.1 below ("OMNIA Partners Agreement(s)") between Cintas Corporation and OMNIA Partners. Buyer and Cintas Corporation are collectively referred to herein as the "Parties". All capitalized terms used herein shall have the meaning assigned to them in the OMNIA Partners Agreement unless otherwise defined herein.

WHEREAS, Buyer, a member of OMNIA Partners (as defined below), and Cintas Corporation desire to enter into this Program Agreement pursuant to which Buyer may participate in the OMNIA Partners Program to rent Products (as defined below).

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

1.0 **Term.** The term of this Program Agreement with respect to Buyer shall commence on the Program Agreement Effective Date and shall terminate upon the earlier of (i) termination or expiration of the OMNIA Partners Agreement, or (ii) the date at which Buyer ceases to be a Member of the Program. In the event that the Program Agreement terminates or expires pursuant to (i) or (ii) above, Cintas Corporation agrees to offer Buyer the option to enter into a separate agreement with Cintas Corporation only, provided, however, Cintas Corporation and Buyer mutually agree upon the terms and conditions of such separate agreement.

2.0 **Definitions.**

2.1 **OMNIA Partners Program.** The specific program(s) checked below:

Facilities Management Products and Solutions Program. Uniforms and mats offered for rental by Cintas Corporation to OMNIA Partners members that are included in the OMNIA Partners purchasing program for uniform and mat rental pursuant to RFP award R-BB-19002 as amended from time to time or any future equivalent IFB/RFP for facilities solutions awarded to Cintas Corporation.

2.2 **Products.** All uniforms and mats included in the OMNIA Partners Program that Buyer rents or may rent from Cintas Corporation; except, however, those items which are available on the Buyer's competitively bid state contracts are not included in this Agreement.

3.0 **Buyer Representations.** Buyer hereby represents that:

3.1 it is a governmental entity or it is a nonpublic school administrative unit or non-profit eligible to participate in the OMNIA Partners Program;

3.2 it is a OMNIA Partners member and will maintain its OMNIA Partners membership during the Program Agreement Term;

3.3 it has the local legal ability to recognize and participate in joint exercise of powers activities under the applicable state and federal procurement laws; and

- 3.4 as a member of OMNIA Partners, Buyer may participate in the OMNIA Partners Program, provided, however, Buyer acknowledges that it (i) will be bound in all respects by the terms and conditions of the OMNIA Partners Agreement and terms and conditions of this Program Agreement.
- 4.0 **Prices.** Prices for Products are available at the time of purchase as provided by the OMNIA Partners Program.
- 5.0 **Precedence.** The agreement between the parties consists of this Program Agreement, the OMNIA Partners Agreement, and the attached Exhibit A *State of Mississippi Terms and Conditions*. In the event of conflict between this Program Agreement and the OMNIA Partners Agreement, the terms and conditions of this Program Agreement shall control. In the event of a conflict between the Program Agreement or the OMNIA Partners Agreement and the attached Exhibit A, the terms and conditions of the Exhibit A shall control.
- 6.0 **Termination.** Either Party may terminate this Program Agreement for any reason upon at least thirty (30) calendar days' prior written notice to the other Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Program Agreement under seal as of the Program Agreement Effective Date.

STATE OF MISSISSIPPI

By its authorized agent:

Steve Tucker
(Signature)

Name: Steve Tucker

Title: Director – CO-OP Contracts

Date: 03/29/19

Address for Notices:

State of Mississippi
Department of Finance and Administration
Office of Purchasing, Travel and Fleet
Management
701 Woolfolk Building Suite A
501 North West Street
Jackson, Mississippi 39201
A TTN: Steve Tucker
Telephone: 601-359-3107
Facsimile: 601-359-3910
Email: stephen.tucker@dfa.ms.gov

CINTAS CORPORATION

By its authorized agent:

EBM
(Signature)

Name: Eric B. McCalpine

Title: Major Account Manager - Government

Date: 03-21-19

Address for Notices:

Cintas Corporation
3894 Bensley Rd
Jackson, MS 39213
McCalpineE@cintas.com
205-233-1736

Exhibit A
STATE OF MISSISSIPPI
TERMS AND CONDITIONS

A. PRECEDENCE

These STATE OF MISSISSIPPI (or "State") Terms and Conditions shall take precedence and should ambiguities, conflicts, or questions of interpretation of any documents associated with the Vendor's Agreement with the State arise, they shall be resolved first by reference to the State's Terms and Conditions.

B. E-PAYMENT & PAYMODE

The Vendor agrees to accept all payments in United States currency via the State's electronic payment and remittance vehicle. The STATE OF MISSISSIPPI agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

Payments by state agencies using the Statewide Accounting System shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Vendor's choice. The State may, at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Vendor shall remain responsible and liable for full performance.

C. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the STATE OF MISSISSIPPI to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the STATE OF MISSISSIPPI, the STATE OF MISSISSIPPI shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the STATE OF MISSISSIPPI of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

D. RECORD RETENTION AND ACCESS TO RECORDS

Provided Vendor is given reasonable advance written notice and such inspection is made during normal business hours of Vendor, the Vendor agrees that the STATE OF MISSISSIPPI or any of its duly authorized representatives shall have unimpeded, prompt access to any of Vendor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed; however, if any audit, litigation, or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

E. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of this State. The Vendor shall comply with applicable federal, state, and local laws and regulations.

F. ANTI-ASSIGNMENT/SUBCONTRACTING

Vendor acknowledges that it was selected by the State to perform the services and provide the products required hereunder based, in part, upon Contractor's special skills and expertise. The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the STATE OF MISSISSIPPI, which the STATE OF MISSISSIPPI may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer without said consent shall be null and void. No such approval by the STATE OF MISSISSIPPI of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the STATE OF MISSISSIPPI in addition to the total fixed price agreed upon in this Agreement. Subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that the STATE OF MISSISSIPPI may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the parties.

G. COMPLIANCE WITH LAWS

The Vendor understands that the STATE OF MISSISSIPPI is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

H. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by the Vendor as trade secrets, or other proprietary information including confidential Vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

I. EMPLOYEE STATUS VERIFICATION SYSTEM

If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, et seq. of the Mississippi Code Annotated (1972, as amended), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Vendor further represents and warrants that any person assigned to perform services

hereafter meets the employment eligibility requirements of all immigration laws. The Vendor understands and agrees that any breach of these warranties may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both. In the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the State due to the Agreement cancellation or loss of license or permit.

J. INDEPENDENT CONTRACTOR

The Vendor shall, at all times, be regarded as and shall be legally considered an Independent Contractor and shall at no time act as an agent for the STATE OF MISSISSIPPI. Nothing contained herein shall be deemed or construed by the STATE OF MISSISSIPPI, Vendor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the STATE OF MISSISSIPPI and the Vendor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the STATE OF MISSISSIPPI or the Vendor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the STATE OF MISSISSIPPI and the Vendor. Vendor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the STATE OF MISSISSIPPI. No act performed or representation made, whether oral or written, by the Vendor with respect to third parties shall be binding on the STATE OF MISSISSIPPI. Neither the Vendor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the STATE OF MISSISSIPPI; and the STATE OF MISSISSIPPI shall at no time be legally responsible for any negligence or other wrongdoing by the Vendor, its servants, agents, or employees. The STATE OF MISSISSIPPI shall not withhold from the contract payments to Vendor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Vendor. Further, the STATE OF MISSISSIPPI shall not provide to the Vendor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the STATE OF MISSISSIPPI for its employees.

K. MODIFICATION OR RENEGOTIATION

This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal, state and/or the STATE OF MISSISSIPPI revisions of any applicable laws or regulations make changes in this Agreement necessary.

L. TERMINATION FOR CONVENIENCE

(1) Termination. The STATE OF MISSISSIPPI may, when the interests of the STATE OF MISSISSIPPI so require, terminate this Agreement in whole or in part for the convenience of the STATE OF MISSISSIPPI. The STATE OF MISSISSIPPI shall give written notification of the termination to the Vendor specifying the part of the Agreement terminated and when the termination becomes effective.

(2) Vendor's Obligations. The Vendor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Vendor will stop work to the extent specified. The Vendor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Vendor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The STATE OF MISSISSIPPI may direct the Vendor to assign the Vendor's right, title, and interest under terminated orders or subcontracts to the STATE OF MISSISSIPPI. The Vendor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

M. TERMINATION FOR DEFAULT

(1) **Default.** If the Vendor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified within this Agreement, or any extension thereof, otherwise fails to timely satisfy the Agreement provisions, or commits any other substantial breach of this Agreement, the STATE OF MISSISSIPPI may notify the Vendor in writing of the delay or nonperformance and if not cured within ten (10) days or any longer time specified in writing by the STATE OF MISSISSIPPI, the STATE OF MISSISSIPPI may terminate the Vendor's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, the STATE OF MISSISSIPPI may procure similar supplies or services in a manner and upon terms deemed appropriate by the STATE OF MISSISSIPPI. The Vendor shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) **Vendor's Duties.** Notwithstanding termination of the Agreement and subject to any directions from the STATE OF MISSISSIPPI, the Vendor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Vendor in which the STATE OF MISSISSIPPI has an interest.

(3) **Compensation.** Payment for completed goods or services delivered and accepted by the STATE OF MISSISSIPPI shall be at the Agreement price. The STATE OF MISSISSIPPI may withhold from amounts due the Vendor such sums as the STATE OF MISSISSIPPI deems to be necessary to protect the STATE OF MISSISSIPPI against loss because of outstanding liens or claims of former lien holders and to reimburse the STATE OF MISSISSIPPI for the excess costs incurred in procuring similar goods and services.

(4) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of Subcontractors, the Vendor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the Vendor to make progress in the prosecution of the work hereunder which endangers such performance) if the Vendor has notified the STATE OF MISSISSIPPI within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the state and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or make progress, and if such failure arises out of causes similar to those set forth above, the Vendor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Vendor to meet the Agreement requirements. Upon request of the Vendor, the STATE OF MISSISSIPPI shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Vendor's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the STATE OF MISSISSIPPI under the clause of this Agreement entitled "Termination for Convenience". As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier.

(5) **Erroneous Termination for Default.** If, after notice of termination of the Vendor's right to proceed under the provisions of this clause, it is determined for any reason that the Agreement was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause of this Agreement entitled "Termination for Convenience".

(6) **Additional Rights and Remedies.** The rights and remedies provided under this clause are in addition to any other rights and remedies provided by law or under this Agreement.

N. STOP WORK ORDER

(1) **Order to stop work.** The STATE OF MISSISSIPPI, may by written order to the Vendor at any time, and without notice to any surety, require the Vendor to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Vendor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Vendor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the STATE OF MISSISSIPPI shall either:

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this Agreement.

(2) **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Vendor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Vendor price, or both, and the Agreement shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in the Vendor's cost properly allocable to, the performance of any part of this Agreement; and

(b) the Vendor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the STATE OF MISSISSIPPI decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

(3) **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

O. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to this Agreement must be made in writing by the STATE OF MISSISSIPPI and agreed to by the Vendor.

P. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

The STATE OF MISSISSIPPI shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the Vendor's internal administrative and quality assurance files and internal project correspondence. The Vendor shall deliver such documents and work papers to the STATE OF MISSISSIPPI upon termination or completion of the Agreement. The foregoing notwithstanding, the Vendor shall be entitled to retain a set of such work papers for its files. The Vendor shall be entitled to use such work papers only after receiving written permission from the STATE OF MISSISSIPPI and subject to any copyright protections.

Q. INDEMNIFICATION

To the fullest extent allowed by law, the Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the STATE OF MISSISSIPPI, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Vendor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, the Vendor may be allowed to control the defense of any such claim, suit, etc. In the event the Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the State. Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

R. THIRD PARTY ACTION NOTIFICATION

The Vendor shall give the STATE OF MISSISSIPPI prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Vendor by any entity that may result in litigation related in any way to this Agreement.

S. RECOVERY OF MONEY

Whenever, under the Agreement, any sum of money shall be recoverable from or payable by the Vendor to the STATE OF MISSISSIPPI, the same amount may be deducted from any sum due to the Vendor under the Agreement or under any other Agreement between the Vendor and the STATE OF MISSISSIPPI. The rights of the STATE OF MISSISSIPPI are in addition and without prejudice to any other right the STATE OF MISSISSIPPI may have to claim the amount of any loss or damage suffered by the STATE OF MISSISSIPPI on account of the acts or omissions of the Vendor.

T. FAILURE TO ENFORCE

Failure by the STATE OF MISSISSIPPI at any time to enforce the provisions of the Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Agreement or any part thereof or the right of the STATE OF MISSISSIPPI to enforce any provision at any time in accordance with its terms.

U. PROCUREMENT REGULATIONS

This Agreement shall be governed by the applicable provisions of the *Mississippi Procurement Manual*, a copy of which is available online at www.dfm.ms.gov

V. REPRESENTATION REGARDING CONTINGENT FEES

The Vendor represents that it has not retained a person to solicit or secure a STATE OF MISSISSIPPI contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Vendor's bid or proposal.

W. REPRESENTATION REGARDING GRATUITIES

The Vendor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

X. CHANGE IN SCOPE OF WORK

The STATE OF MISSISSIPPI may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Vendor that the scope of the project or of the Vendor's services has been changed, requiring changes to the amount of compensation to the Vendor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment to the Agreement signed by the STATE OF MISSISSIPPI and the Vendor.

If the Vendor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Vendor, the Vendor must immediately notify the STATE OF MISSISSIPPI in writing of this belief. If the STATE OF MISSISSIPPI believes that the particular work is within the scope of the Agreement as written, the Vendor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Agreement.

Y. CONTRACTOR PERSONNEL

The STATE OF MISSISSIPPI shall, throughout the life of the Agreement, have the right of reasonable rejection and approval of staff or Subcontractors assigned to the work by the Vendor. If the STATE OF MISSISSIPPI reasonably rejects staff or Subcontractors, the Vendor must provide replacement staff or Subcontractors satisfactory to the STATE OF MISSISSIPPI in a timely manner and at no additional cost to the STATE OF MISSISSIPPI. The day-to-day supervision and control of the Vendor's employees and Subcontractors is the sole responsibility of the Vendor.

Z. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this Agreement which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the Agreement shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

AA. TERMINATION UPON BANKRUPTCY

This Agreement may be terminated in whole or in part by the STATE OF MISSISSIPPI upon written notice to Vendor, if Vendor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Vendor of an assignment for the benefit of its creditors. In the event of such termination, Vendor shall be entitled to recover just and equitable compensation for satisfactory work performed under this Agreement, but in no case shall said compensation exceed the total Agreement price.

Item	Description	Usg	Unit Price
205	WOMENS SHIRT PKT	Rental Price Unit	\$ 0.17
205	WOMENS SHIRT PKT	Lost Replacement Charge	\$ 17.00
259	PRO KNIT NG	Rental Price Unit	\$ 0.23
259	PRO KNIT NG	Lost Replacement Charge	\$ 20.00
268	T SHIRT PRO KNIT	Rental Price Unit	\$ 0.17
268	T SHIRT PRO KNIT	Lost Replacement Charge	\$ 16.00
270	CARGO PANT	Rental Price Unit	\$ 0.33
270	CARGO PANT	Lost Replacement Charge	\$ 27.00
273	HIGH IMAGE WORKSHIRT	Rental Price Unit	\$ 0.25
273	HIGH IMAGE WORKSHIRT	Lost Replacement Charge	\$ 23.00
275	HI PERFORMANCE POLO	Rental Price Unit	\$ 0.34
275	HI PERFORMANCE POLO	Lost Replacement Charge	\$ 28.00
280	CARHARTT FR JEAN	Rental Price Unit	\$ 0.55
280	CARHARTT FR JEAN	Lost Replacement Charge	\$ 49.00
290	CARHARTT FR CARP JN	Rental Price Unit	\$ 0.55
290	CARHARTT FR CARP JN	Lost Replacement Charge	\$ 49.00
294	CARHARTT FR WORK SH	Rental Price Unit	\$ 0.42
294	CARHARTT FR WORK SH	Lost Replacement Charge	\$ 49.00
317	FROCK CR TAFF ELAS	Rental Price Unit	\$ 0.44
317	FROCK CR TAFF ELAS	Lost Replacement Charge	\$ 25.00
330	COTTON WORK SHIRT	Rental Price Unit	\$ 0.25
330	COTTON WORK SHIRT	Lost Replacement Charge	\$ 18.00
340	COTTON WORK PANTS	Rental Price Unit	\$ 0.34
340	COTTON WORK PANTS	Lost Replacement Charge	\$ 23.50
366	HIGH IMAGE JKT	Rental Price Unit	\$ 0.35
366	HIGH IMAGE JKT	Lost Replacement Charge	\$ 45.00
370	CARGO SHORTS	Rental Price Unit	\$ 0.31
370	CARGO SHORTS	Lost Replacement Charge	\$ 27.00
371	FR CARHARTT WORK PNT	Rental Price Unit	\$ 0.42
371	FR CARHARTT WORK PNT	Lost Replacement Charge	\$ 44.00
374	CINTAS OXFORD	Rental Price Unit	\$ 0.25
374	CINTAS OXFORD	Lost Replacement Charge	\$ 22.00
381	CARHARTT 5 PKT JN	Rental Price Unit	\$ 0.37
381	CARHARTT 5 PKT JN	Lost Replacement Charge	\$ 27.00
382	CARHARTT CARP JN	Rental Price Unit	\$ 0.37

Garment

382	CARHARTT CARP JN	Lost Replacement Charge	\$	30.00
383	CARHARTT PANT	Rental Price Unit	\$	0.42
383	CARHARTT PANT	Lost Replacement Charge	\$	25.00
384	CARHARTT SHIRT	Rental Price Unit	\$	0.33
384	CARHARTT SHIRT	Lost Replacement Charge	\$	25.00
390	WOMENS PANT SUSAN	Rental Price Unit	\$	0.27
390	WOMENS PANT SUSAN	Lost Replacement Charge	\$	21.00
391	CARHARTT FR CVRL	Rental Price Unit	\$	0.88
391	CARHARTT FR CVRL	Lost Replacement Charge	\$	84.00
394	CINTAS DENIM JEAN	Rental Price Unit	\$	0.29
394	CINTAS DENIM JEAN	Lost Replacement Charge	\$	20.00
395	WOMENS PANT CATHY	Rental Price Unit	\$	0.27
395	WOMENS PANT CATHY	Lost Replacement Charge	\$	21.00
833	FOOD PROC SHIRT	Rental Price Unit	\$	0.17
833	FOOD PROC SHIRT	Lost Replacement Charge	\$	13.50
865	PLEATED PANT	Rental Price Unit	\$	0.27
865	PLEATED PANT	Lost Replacement Charge	\$	22.00
912	COVERALL	Rental Price Unit	\$	0.25
912	COVERALL	Lost Replacement Charge	\$	30.00
925	LAB COAT	Rental Price Unit	\$	0.24
925	LAB COAT	Lost Replacement Charge	\$	25.00
935	COMFORT SHIRT	Rental Price Unit	\$	0.17
935	COMFORT SHIRT	Lost Replacement Charge	\$	15.00
945	COMFORT PANT	Rental Price Unit	\$	0.19
945	COMFORT PANT	Lost Replacement Charge	\$	18.00
970	HIP LENGTH JKT	Rental Price Unit	\$	0.40
970	HIP LENGTH JKT	Lost Replacement Charge	\$	31.00
5230	CR SIZE PREMIUM	Rental Price Unit	\$	0.15
5329	FR SPEC CUT CHG CVRL	Rental Price Unit	\$	0.15
5330	FR SPEC CUT CHG PTSH	Rental Price Unit	\$	0.15
7329	SPECIAL CUT CHARGE	Rental Price Unit	\$	0.15
66273	WOM HI IMAGE WORK SH	Rental Price Unit	\$	0.25
66273	WOM HI IMAGE WORK SH	Lost Replacement Charge	\$	23.00
66275	POLO WMNS POLY SS	Rental Price Unit	\$	0.34
66275	POLO WMNS POLY SS	Lost Replacement Charge	\$	28.00
71125	CHEF PANTS	Rental Price Unit	\$	0.32
71125	CHEF PANTS	Lost Replacement Charge	\$	26.00

Garment

82497	BUTCHER COAT	Rental Price Unit	\$	0.25
82497	BUTCHER COAT	Lost Replacement Charge	\$	24.00
82670	CHEF COAT	Rental Price Unit	\$	0.24
82670	CHEF COAT	Lost Replacement Charge	\$	23.00

Garment

ITEM	DESC	Unit Price
175	VEST	\$ 0.369
271	WOMENS SHIRT POCKETS	\$ 0.229
297	Carhartt FR Tshirt	\$ 0.640
298	Women's POLO SHIRTS	\$ 0.297
299	PREMIUM PRO-KNIT POLO SHIRTS	\$ 0.309
344	CARHARTT FR CARGO PT	\$ 0.462
347	CARHARTT FR SHIRT	\$ 0.378
360	WINDSHIRT	\$ 0.735
380	SUSAN CARGO SHORT	\$ 0.333
385	CATHY CARGO SHORT	\$ 0.333
387	CARHARTT FR FTHWT CO	\$ 1.161
388	SUSAN CARGO PANT	\$ 0.351
389	CATHY CARGO PANT	\$ 0.351
392	CARHARTT FR FTHWT SH	\$ 0.459
656	NOMEX SHIRT	\$ 0.351
675	COLLARLESS BLOUSE W GRIPPERS	\$ 0.198
737	NOMEX COVERALL	\$ 0.765
746	NOMEX PANT	\$ 0.513
894	JEANS	\$ 0.365
910	COTTON COVERALL	\$ 0.521
926	LAPEL COAT	\$ 0.402
7158	88/12 AC SHIRT	\$ 0.495
7733	FR BLENDED SHIRT	\$ 0.409
8066	FR POLO KNIT SHIRT	\$ 0.774
8723	FR BLENDED COVERALL	\$ 0.936
8803	FR BLENDED PANT	\$ 0.462
9585	FR JK W/EVIS#JL8NV	\$ 1.170
59294	FR SHRT/CRHRT ANSI 3	\$ 1.098
59330	ENHANCE-VIS COTTON SHIRT	\$ 0.641
59340	ENHANC-VIS COTTON PANT	\$ 0.616
59912	ENHANCE-VIS COVERALL	\$ 1.069
59935	VIS COMFORT SHIRT	\$ 0.428
59945	VIS COMFORT PANT	\$ 0.496
59970	ENHANC-VIS PERMA LINED JACKET	\$ 0.855
60078	MODACRY JK LINER	\$ 0.675
60079	FR CTN BLEND SH W/RF	\$ 0.855
60607	FR SH 7OZ 88C/12N LS	\$ 0.485
60659	FR FOOD PROC SHIRT	\$ 0.495
60680	FR 100% COTTON SHIRT	\$ 0.473
60694	FR CTN/BLEND WORK SH	\$ 0.378
60698	NOMEX BLEND SHIRT	\$ 0.396
60975	SCRUB TOP	\$ 0.342
60976	SCRUB BOTTOM	\$ 0.513

61286	88/12 ORANGE SH W/RF	\$	0.590
61356	FR JACKET #JLJ8NV	\$	0.945
63680	CARHARTT FR E-VIS SH	\$	0.558
63685	PANT/FR/EVIS/CRHT/M/	\$	0.468
63686	CVRL/FR/CARHARTT/EVI	\$	1.053
64303	FR CTN BLEND PT W/RF	\$	0.558
64307	FR BLEND CVRL W/REFL	\$	1.325
64308	FR BLEND SH W/REFL	\$	0.647
64356	FR JK LINER #LLL2NV	\$	0.900
65386	LIME YELLOW CLASS 2 WORK SHIRT LS	\$	0.830
65386	LIME YELLOW CLASS 2 WORK SHIRT SS	\$	0.714
65418	LIME YELLOW CLASS 3 WORK SHIRT LS	\$	0.804
65418	LIME YELLOW CLASS 3 WORK SHIRT SS	\$	0.765
65777	ULTRASOFT WORK JACKET	\$	0.881
65858	ULTRASOFT JACKET LINER	\$	1.248
66528	WOMENS OXFORD	\$	0.299
69526	LIME YELLOW SS CLASS 2 T-SHIRT	\$	0.571
69690	LIME YELLOW T-SHIRT - NON-COMPLIANT	\$	0.188
69692	LIME YELLOW LS CLASS 2 T-SHIRT	\$	0.742
70609	FR PT 9OZ 88C/12N	\$	0.458
70640	FR 100% COTTON PANT	\$	0.477
70644	FR CTN/BLEND WORK SH	\$	0.378
70681	FR DENIM JEAN	\$	0.495
73478	CARHARTT FR FTHWT PT	\$	0.495
80308	FR BOMBER JACKET	\$	1.170
80309	FR VEST LINER	\$	0.630
80501	LIME YELLOW CLASS 2 JACKET	\$	1.260
82302	INDURA ULTRASOFT COVERALL	\$	0.658
82351	FR 100% COTTON CVRL	\$	0.927
82496	POLYESTER BUTCHER COAT	\$	0.242
82517	KNIT CUFF COAT	\$	0.269

Item	Usg	Price	Price Option	Del Freq	Description
1801	Item	\$ 1.500	CEILING	W	2X3 SPRING STEP
1802	Item	\$ 2.250	CEILING	W	3X5 SPRING STEP
6913	Item	\$ 1.500	CEILING	W	24OZ SYNTH WET MOP
7001	Item	\$ 0.450	CEILING	W	36"MICROFBR MOP HEAD
7116	Item	\$ 0.180	CEILING	W	12"MICROFIBER MOP OR
7245	Item	\$ 0.800	CEILING	W	MICROFIBR MOP HANDLE
8000	Item	\$ -	CEILING	W	LOCKER 8 COMP HANGER
8004	Item	\$ -	CEILING	W	LAUNDRY LOCK UP
9313	Item	\$ 2.000	CEILING	W	1000 MOISTURE SP RFL
9314	Item	\$ 2.000	CEILING	W	HVY DTY SCRUB SVC
9332	Item	\$ 1.500	CEILING	W	AB GEL SOAP SERVICE
9581	Item	\$ 2.500	CEILING	W	DUALCHAMBERMOPBUCKET
9582	Item	\$ 1.750	CEILING	W	PULSE MOP
10196	Item	\$ 2.000	CEILING	W	3X5 TRAFFIC MAT GRNT
84301	Item	\$ 2.400	CEILING	W	3X5 LOGO MAT
84302	Item	\$ 3.250	CEILING	W	3X5 SAFETY MAT

Non Garment

Product Category	Item Number	Item Description	Weekly Price	EOW Multiplier	Monthly Multiplier	LR Price
Standard Mats						
Blue 20, Gray 35, Red 15, Black 35, Brown 50	843XX	3X5 MAT	\$ 2.87	1.5	2.5	\$ 40.50
Blue 20, Gray 35, Red 15, Black 35, Brown 50	844XX	4X6 MAT	\$ 3.54	1.5	2.5	\$ 63.00
Blue 20, Gray 35, Red 15, Black 35, Brown 50	840XX	3X10 MAT	\$ 4.22	1.5	2.5	\$ 81.00
Granite	10197	4x6 Traffic Mat	\$ 7.20	1.5	2.25	\$ 99.00
Granite	10198	3x10 Traffic Mat	\$ 8.10	1.5	2.25	\$ 135.00
Granite	10199	4x8 Traffic Mat	\$ 8.68	1.5	2.25	\$ 162.00
Copper	10188	3x5 Xtraction mat	\$ 5.80	1.5	2.25	\$ 91.00
Onyx	10189	3x5 Xtraction mat	\$ 5.80	1.5	2.25	\$ 92.00
Indigo	10223	3x5 Xtraction mat	\$ 5.80	1.5	2.25	\$ 93.00
Copper	10191	4x6 Xtraction mat	\$ 6.62	1.5	2.25	\$ 117.00
Onyx	10192	4x6 Xtraction mat	\$ 6.62	1.5	2.25	\$ 117.00
Indigo	10224	4x6 Xtraction mat	\$ 6.62	1.5	2.25	\$ 117.00
Copper	10201	3x10 Xtraction mat	\$ 7.45	1.5	2.25	\$ 153.00
Onyx	10202	3x10 Xtraction mat	\$ 7.45	1.5	2.25	\$ 153.00
Indigo	10225	3x10 Xtraction mat	\$ 7.45	1.5	2.25	\$ 153.00
Specialty Mats	02477	3X5 SCRAPER MAT	\$ 2.43	1.5	2.5	\$ 40.50
	10184	3X5 ACTIVE SCRAPER	\$ 3.15	1.5	2.25	\$ 90.00
	01810	3X5 DURALITE MAT	\$ 2.63	1.5	2.5	\$ 72.00
	01800	3X5 COFFEE MAT	\$ 3.65	1.5	2.5	\$ 58.50
	84401	4X6 LOGO MAT (requires buyback)	\$ 6.30	1.5	2.25	\$ 162.00
	84001	3X10 LOGO MAT (requires buyback)	\$ 7.20	1.5	2.25	\$ 202.50
	05477	3x5 Photo Safety Mat	\$ 4.50	1.5	2.25	\$ 58.50
	05479	3x5 Photo Coffee Mat	\$ 4.50	1.5	2.25	\$ 58.50
	05480	3x5 Photo Water Mat	\$ 4.50	1.5	2.25	\$ 58.50
	05487	3x5 Photo Mat (requires buyback)	\$ 6.30	1.5	2.25	\$ 112.50
	05488	4x6 Photo Mat (requires buyback)	\$ 7.20	1.5	2.25	\$ 162.00
	05489	3x10 Photo Mat (requires buyback)	\$ 8.10	1.5	2.25	\$ 202.50
	05471	4x6 Photo Local Mat (requires buyback)	\$ 6.30	1.5	2.25	\$ 162.00
Mops	02570	24" DUST MOP	\$ 0.84	1.5	2.5	\$ 7.20
	01946	24" MOP FRAME	NA	NA	NA	\$ 9.00
	02590	36" DUST MOP	\$ 1.13	1.5	2.5	\$ 9.00
	01947	36" MOP FRAME	NA	NA	NA	\$ 9.00
	02604	48" DUST MOP	\$ 1.38	1.5	2.5	\$ 10.80
	01948	48" MOP FRAME	NA	NA	NA	\$ 9.00

	02610	60" DUST MOP	\$	1.58	1.5	2.5	\$	14.40
	01045	60" MOP FRAME		NA	NA	NA	\$	9.00
	06924	WOOD DUST MOP HANDLE		NA	NA	NA	\$	9.00
	02650	LARGE WET MOP	\$	1.35	1.5	2.5	\$	10.80
	06923	Fiberglass WET MOP HANDLE		NA	NA	NA	\$	9.00
Microfiber	07117	12" MICROFB MOP FRAME (healthcare customers only)		NA	NA	NA	\$	8.55
	07000	20" MICROFBR MOP HEAD	\$	1.35	1.5	2.5	\$	5.85
	07002	20" MICROFB MOP FRAME		NA	NA	NA	\$	9.00
	07003	36" MICROFB MOP FRAME (healthcare customers only)		NA	NA	NA	\$	13.50
	06930	MICROFBR MOP CONTAIN	\$	13.50	NA	NA	\$	81.00
	07432	12"x12" MICROFIBER WIPER (BLUE)	\$	0.16	1.5	2.5	\$	2.16
	07433	12"x12" MICROFIBER WIPER (Orange)	\$	0.16	1.5	2.5	\$	2.16
	07717	16" x 16" MICROFIBER WIPER (WHITE)	\$	0.16	1.5	2.5	\$	1.17
	08020	MICROFIBER TUBE MOP	\$	2.25	1.5	2.5	\$	18.00
Soaps								
	09338	ALCOHOL FOAM SANITIZER SERVICE - 1030 ml	\$	4.95			\$	22.50
NOTE : LR Values for this category are for the dispenser.	09329	ALCOHOL FOAM SANITIZER REFILL - 1000 ml		NA				NA
	09315	HEAVY DUTY SOAP SCRUB REFILL - 1000 ml		NA				NA
	09326	ANTIBACTERIAL FOAM SOAP SERVICE - 800 ml	\$	2.22			\$	22.50
	09327	ANTIBACTERIAL FOAM SOAP REFILL - 800 ml		NA				NA
	09312	MOISTURIZING SOAP SERVICE - 1000 ml	\$	1.78			\$	22.50
	09333	ANTIBACTERIAL GEL SOAP REFILL (FOOD SVC) - 1000 ml		NA				NA
	09320	HAIR & BODY WASH SERVICE - 1000 ml	\$	2.00			\$	22.50
	09321	HAIR & BODY WASH REFILL - 1000 ml		NA				NA
	09322	INSTANT HAND SANITIZER SERVICE - 1000 ml	\$	2.75			\$	22.50
	09323	INSTANT HAND SANITIZER REFILL - 1000 ml		NA				NA
	09980	SOAP DISPENSER - WHITE		NA				NA
	09982	AUTO SOAP DISPENSER - WHITE		NA				NA
Shop Towels	2161	SM SHOP TWL-WHT	\$	0.13	1.5	2.5	\$	31.50
	2160	SM SHOP TWL-RED	\$	0.11	1.5	2.5	\$	0.41
	2169	SM SHOP TWL-BLUE	\$	0.11	1.5	2.5	\$	0.41
Paper	09025	C PULL TOWEL RFL (Bill by Roll)	\$	6.30			\$	18.00
NOTE : LR Values for this category are for the dispenser.	09110	JRT TOILET PAPER RFL (Bill by Roll)	\$	4.50			\$	18.00
	09023	C PULL TOWEL SVC (Only for Flat Bill*)	\$	1.94	2	4	\$	18.00
	09109	JRT TOILET PAPER SVC (Only for Flat Bill*)	\$	1.24	2	4	\$	18.00
	09305	ELECTRONIC PAPER DISPENSER		NA	NA	NA	\$	99.00
	07699	C PULL TOWEL CASE (Qty 6)	\$	42.30	NA	NA		NA
	07702	JRT TOILET PAPER CASE (Qty 12)	\$	46.80	NA	NA		NA
Linen	2864	BIB APRON - WHITE	\$	0.32	1.5	2.5	\$	3.96
	2873	BIB APRON - BLACK	\$	0.32	1.5	2.5	\$	3.96
	2861	BIB APRON - RED	\$	0.32	1.5	2.5	\$	3.96
	2700	TERRY TOWEL	\$	0.13	1.5	2.5	\$	1.17

	2964	STRIPE SWIPE TOWEL	\$	0.17	1.5	2.5	\$	1.17
	2750	RIBBED TERRY TOWEL	\$	0.13	1.5	2.5	\$	1.17
	2702	BLUE TERRY TOWEL	\$	0.13	1.5	2.5	\$	1.17
	2921	STRIPE GLASS TOWEL	\$	0.17	1.5	2.5	\$	1.17
	2701	#2 TERRY TOWEL	\$	0.13	1.5	2.5	\$	1.17
	3035	GRILL PAD	\$	0.11	1.5	2.5	\$	1.76
Air Freshener	06116	MM AIR FRESHENER SVC	\$	2.88	2	4	\$	22.50
NOTE : LR Values for this category are for the dispenser.	06123	MM AIR FRESHENER RFL		NA	NA	NA		NA
	06122	MM AIR FRESHENER REFILL - MANGO PARADISE		NA	NA	NA		NA
	06119	MM AIR FRESHENER REFILL - CITRUS SLICE		NA	NA	NA		NA
	09295	MM AIR FRESHENER REFILL - CLEAN BREEZE		NA	NA	NA		NA
	06124	MM AIR FRESHENER REFILL - CINNAMON		NA	NA	NA		NA
	09016	MM Air Freshener Dispenser - White		NA	NA	NA	\$	22.50
					Unit price is based on a monthly replacement per mat. EOW replacement pricing is \$4 per mat per week. Weekly replacement pricing is \$8 per mat per week.			
Restroom Mat	06680	RESTROOM MAT SERVICE (weekly charge for monthly change)	\$	1.80			\$	7.20
	07464	RESTROOM MAT REFILL		NA	NA	NA		NA
SafeWasher	07418	SAFESWASHER SVCSW23	\$	26.99	NA	NA		NA
	07419	SAFESWASHER SVCSW25	\$	26.99	NA	NA		NA
	07420	SAFESWASHR FLD RFL SW3	\$	-	NA	NA	\$	13.05
	07524	SAFESWASHER FILTER		NA	NA	NA	\$	12.60
	07418	SAFESWASHER SW23 LR		NA	NA	NA	\$	1,485.00
	07419	SAFESWASHER SW25 LR		NA	NA	NA	\$	1,485.00
Cleaning Chemicals (\$25 MINIMUM CHARGE/STOP FOR CHEMICALS)								
NOTE : LR Values for this category are for the dispenser or	07600	2 or 3 BUTTON DISPENSER INSTALL FEE* (ONE TIME CHARGE)	\$	45.00	NA	NA		NA
	07619	FOAMER DISPENSER INSTALL FEE (ONE TIME CHARGE)	\$	22.50	NA	NA		NA
	07500	CLEANING CHEMICAL DISPENSER MAINTENANCE FEE*	\$	2.70	NA	NA	\$	333.00
	07550	3 COMPART SINK CHEMICAL DISPENSER MAINTENANCE FEE*	\$	2.70	NA	NA	\$	301.50
	02294	FOAMING CHEMICAL DISPENSER MAINTENANCE FEE*	\$	2.70	NA	NA	\$	180.00
FLOOR	02271	FC1 - HEAVY DUTY FLOOR CLEANER	\$	1.26	NA	NA		NA
FLOOR	02274	FC2 - BIO-BASED FLOOR CLEANER	\$	1.53	NA	NA		NA
FLOOR	02282	FC3 - INDUSTRIAL FLOOR CLEANER/DEGREASER	\$	2.52	NA	NA		NA
FLOOR	02272	FC4 - NEUTRAL FLOOR CLEANER	\$	0.72	NA	NA		NA
FLOOR	02295	RR1 - HVY DTY RESTRM CLNR / DISINFECT - MOP BUCKET	\$	1.40	NA	NA		NA
SPRAY BOTTLE	02275	GL1 - GLASS & MULTI-SURFACE CLEANER	\$	1.80	NA	NA		NA

SPRAY BOTTLE	02276	RR1 - HVY DTY RESTRM CLNR / DISINFECT - BOTTLE	\$	2.75	NA	NA	NA	NA
SPRAY BOTTLE	02277	OC1 - ODOR COUNTERACTANT / FABRIC FRESHENER	\$	5.40	NA	NA	NA	NA
SPRAY BOTTLE	07544	FC1 - HEAVY DUTY CLEANER - BOTTLE	\$	1.26	NA	NA	NA	NA
SPRAY BOTTLE	02281	DG1 - HVY DTY FOAMING DEGREASER - BOTTLE / FOAMER	\$	1.35	NA	NA	NA	NA
SINK	02278	SK1 - POT & PAN DETERGENT	\$	1.08	NA	NA	NA	NA
SINK	02279	SK2 - THREE COMPARTMENT SINK SANITIZER	\$	1.08	NA	NA	NA	NA
	07670	TRIGGER SPRAYER	\$	-	NA	NA	\$	4.50
	07574	TRIGGER SPRAYER LABELS		NA	NA	NA	\$	1.80
	07716	QUAT STRIPS		NA	NA	NA	\$	6.26
		* Required for all Chemical Customers						
Sanis UltraClean (MINIMUM CHARGE of \$50 per stop)								
	07705	SANIS ULTRACLEAN BASE CHARGE*	\$	27.00	\$	27.00	\$	45.00
	07706	SANIS ULTRACLEAN SQ FT CHARGE*	\$	0.18	NA	NA	NA	NA
		* Weekly or EOW Billing Example: 4 restrooms measure 400 sq ft; 400 sq ft x \$.20 = \$80.00 + \$30.00 Base Charge = \$110.00						
		* Monthly Billing Example: 4 restrooms measure 400 sq ft; 400 sq ft x \$.20 = \$80.00 + \$50.00 Base Charge = \$130.00						

Item	Category	Description	Weekly Unit Price	LR Price	EOW Mult	Minth Mult
27071	Toilet Paper	SIG DUALTP DSP ALU		\$ 31.50	2	4
27081	Toilet Paper	SIG DUALTP DSP STEEL	\$ 0.45	\$ 67.50	2	4
27073	Toilet Paper	SIG DUALTP CVR RED		\$ 18.00	2	4
27074	Toilet Paper	SIG DUALTP CVR WHITE		\$ 18.00	2	4
27075	Toilet Paper	SIG DUALTP CVR STGRY		\$ 18.00	2	4
27076	Toilet Paper	SIG DUALTP CVR BLACK		\$ 18.00	2	4
27077	Toilet Paper	SIG DUALTP CVR BLUE		\$ 18.00	2	4
27078	Toilet Paper	SIG DUALTP CVR SND		\$ 18.00	2	4
27079	Toilet Paper	SIG DUALTP CVR LIME		\$ 18.00	2	4
27080	Toilet Paper	SIG DUALTP CVR ORANG		\$ 18.00	2	4
27083	Toilet Paper	SIG DUALTP RFL PAPER	\$ 16.20		Bill by Case	
27000	Paper	SIG ZFOLD DSP ALU		\$ 22.50	2	4
27010	Paper	SIG ZFOLD DSP STEEL	\$ 0.45	\$ 103.50	2	4
27002	Paper	SIG ZFOLD CVR RED		\$ 18.00	2	4
27003	Paper	SIG ZFOLD CVR WHITE		\$ 18.00	2	4
27004	Paper	SIG ZFOLD CVR STGRY		\$ 18.00	2	4
27005	Paper	SIG ZFOLD CVR BLACK		\$ 18.00	2	4
27006	Paper	SIG ZFOLD CVR BLUE		\$ 18.00	2	4
27007	Paper	SIG ZFOLD CVR SND		\$ 18.00	2	4
27008	Paper	SIG ZFOLD CVR LIME		\$ 18.00	2	4
27009	Paper	SIG ZFOLD CVR ORANGE		\$ 18.00	2	4
27012	Paper	SIG ZFOLD RFL PAPER	\$ 28.80		Bill by Case	
20005	Auto Paper	SIG AUTOPAPR RED ALU	\$ 0.45	\$ 157.50	2	4
20006	Auto Paper	SIG AUTOPAPR WHT ALU	\$ 0.45	\$ 157.50	2	4
20007	Auto Paper	SIG AUTOPAPR GRY ALU	\$ 0.45	\$ 157.50	2	4
20008	Auto Paper	SIG AUTOPAPR BLK ALU	\$ 0.45	\$ 157.50	2	4
20009	Auto Paper	SIG AUTOPAPR BLU ALU	\$ 0.45	\$ 157.50	2	4
20010	Auto Paper	SIG AUTOPAPR SND ALU	\$ 0.45	\$ 157.50	2	4
20011	Auto Paper	SIG AUTOPAPR LME ALU	\$ 0.45	\$ 157.50	2	4
20012	Auto Paper	SIG AUTOPAPR ORG ALU	\$ 0.45	\$ 157.50	2	4
20023	Auto Paper	SIG PREMIUM HW TOWEL	\$ 8.91		Bill by the Roll	

27097	Trash Can	SIG TRASHCAN DSP ALU	\$	0.90	\$	112.50	2	4
27107	Trash Can	SIG TRASHCAN DSP STL	\$	1.80	\$	270.00	2	4
27099	Trash Can	SIG TRASHCAN CVR RED			\$	67.50	2	4
27100	Trash Can	SIG TRASHCAN CVR WHT			\$	67.50	2	4
27101	Trash Can	SIG TRASHCAN CVR GRY			\$	67.50	2	4
27102	Trash Can	SIG TRASHCAN CVR BLK			\$	67.50	2	4
27103	Trash Can	SIG TRASHCAN CVR BLU			\$	67.50	2	4
27104	Trash Can	SIG TRASHCAN CVR SND			\$	67.50	2	4
27105	Trash Can	SIG TRASHCAN CVR LME			\$	67.50	2	4
27106	Trash Can	SIG TRASHCAN CVR ORG			\$	67.50	2	4
27109	Trash Can	SIG TRASHCAN RFL BAG	\$	15.30			Bill by Case	4
27013	Air Freshener	SIG AIR DSP ALU	\$		\$	18.00	2	4
27025	Air Freshener	SIG AIR DSP STEEL	\$	0.45	\$	54.00	2	4
27015	Air Freshener	SIG AIR CVR RED			\$	18.00	2	4
27016	Air Freshener	SIG AIR CVR WHITE			\$	18.00	2	4
27017	Air Freshener	SIG AIR CVR STGRY			\$	18.00	2	4
27018	Air Freshener	SIG AIR CVR BLACK			\$	18.00	2	4
27019	Air Freshener	SIG AIR CVR BLUE			\$	18.00	2	4
27020	Air Freshener	SIG AIR CVR SND			\$	18.00	2	4
27023	Air Freshener	SIG AIR CVR LIME			\$	18.00	2	4
27024	Air Freshener	SIG AIR CVR ORANGE			\$	18.00	2	4
27026	Air Freshener	SIG AIR SVC	\$	3.42			2	4
27027	Air Freshener	SIG AIR RFL CLEAN					2	4
27028	Air Freshener	SIG AIR RFL MANGO					2	4
27029	Air Freshener	SIG AIR RFL CITRUS					2	4
27030	Air Freshener Adv	SIG AIRADV DSP ALU	\$	0.45	\$	36.00	2	4
27040	Air Freshener Adv	SIG AIRADV DSP STEEL	\$	0.90	\$	72.00	2	4
27032	Air Freshener Adv	SIG AIRADV CVR RED			\$	18.00	2	4
27033	Air Freshener Adv	SIG AIRADV CVR WHITE			\$	18.00	2	4
27034	Air Freshener Adv	SIG ARADV CVR STGRY			\$	18.00	2	4
27035	Air Freshener Adv	SIG ARADV CVR BLACK			\$	18.00	2	4

27064	Soap	SIG SOAP CVR BLUE			\$	18.00	2	4
27065	Soap	SIG SOAP CVR SND			\$	18.00	2	4
27066	Soap	SIG SOAP CVR LIME			\$	18.00	2	4
27067	Soap	SIG SOAP CVR ORANGE			\$	18.00	2	4
27069	Automatic Soap	SIG SOAP SVC	\$	1.98	EOW replacement pricing is unit price			
27070	Automatic Soap	SIG SOAP RFL FOAM						
08071	Automatic Soap	SIG SANT ALC FM RFL						
08072	Automatic Soap	SIG SANT SVC	\$	2.79				
09560	Automatic Soap	SIG AB SOAP SVC	\$	2.52				
09561	Automatic Soap	SIG AB SOAP RFL						
27084	Toilet Seat Cleaner	SIG CLNSEAT DSP ALU	\$		27.00		2	4
27094	Toilet Seat Cleaner	SIG CLNSEAT DSP STL	\$	0.45	67.50		2	4
27086	Toilet Seat Cleaner	SIG CLNSEAT CVR RED			18.00		2	4
27087	Toilet Seat Cleaner	SIG CLNSEAT CVR WHT			18.00		2	4
27088	Toilet Seat Cleaner	SIG CLNSEAT CVR GRV			18.00		2	4
27089	Toilet Seat Cleaner	SIG CLNSEAT CVR BLK			18.00		2	4
27090	Toilet Seat Cleaner	SIG CLNSEAT CVR BLU			18.00		2	4
27091	Toilet Seat Cleaner	SIG CLNSEAT CVR SND			18.00		2	4
27092	Toilet Seat Cleaner	SIG CLNSEAT CVR LME			18.00		2	4
27093	Toilet Seat Cleaner	SIG CLNSEAT CVR ORG			18.00		2	4
27095	Toilet Seat Cleaner	SIG CLNSEAT SVC	\$	2.66	EOW replacement pricing is unit price			
27096	Toilet Seat Cleaner	SIG CLNSEAT RFL						
27110	Automated Drip	SIG AUTODRIP DSP ALU			31.50		2	4
27120	Automated Drip	SIG AUTODRIP DSP STL	\$	0.45	67.50		2	4
27112	Automated Drip	SIG AUTODRIP CVR RED			18.00		2	4
27113	Automated Drip	SIG AUTODRIP CVR WHT			18.00		2	4
27114	Automated Drip	SIG AUTODRIP CVR GRV			18.00		2	4
27115	Automated Drip	SIG AUTODRIP CVR BLK			18.00		2	4
27116	Automated Drip	SIG AUTODRIP CVR BLU			18.00		2	4
27117	Automated Drip	SIG AUTODRIP CVR SND			18.00		2	4
27118	Automated Drip	SIG AUTODRIP CVR LME			18.00		2	4
27119	Automated Drip	SIG AUTODRIP CVR ORG			18.00		2	4
27121	Automated Drip	SIG AUTODRIP SVC	\$	3.15	31.50		2	4

ITEM #	Description	NEW Purchase Price
205	Womens Comfort Work Shirt W/Pocket 65/35/ Poly Cotton	\$ 21.59
259	Pro-Knit Polo Shirts Moisture Wicking 100% Poly	\$ 19.99
268	Pro-Knit Polo Shirts 100% Poly	\$ 16.19
270	Comfort WorkCargo Pant 65/35 Poly/Cotton	\$ 24.99
273	High Image Work Shirt 65/35 Poly/Cotton	\$ 26.99
275	High Image Performance Polo Shirt 100% Microfiber Poly	\$ 29.69
330	Cotton Work Shirt 100% Cotton	\$ 19.99
332	Cintas Woven Chambray Direct Sale	\$ 27.89
340	Cotton Work Pant 100% Cotton	\$ 21.99
366	High Image Jacket 65/35 Poly/Cotton	\$ 59.99
370	Comfort WorkCargo Short 65/35 Poly/Cotton	\$ 19.99
374	Executive Dress Shirt 57/43 Poly/Cotton	\$ 17.99
390	Womens Fit Comfort Work pant 65/35 Poly/Cotton (Slim Fit)	\$ 17.99
394	Jean Pant 100% Cotton	\$ 25.19
395	Womens Fit Comfort Work pant 65/35 Poly/Cotton	\$ 17.99
833	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly/Cotton	\$ 20.69
865	Pleated Comfort Work Pant 65/35 Poly/Cotton	\$ 17.99
912	Coverall 7.5 oz 65/35 Poly/Cotton	\$ 25.99
935	Comfort Work Shirt 65/35 Poly/Cotton	\$ 15.99
945	Comfort Work Pant 65/35 Poly/Cotton	\$ 17.99
970	Lined Service Jacket 65/35 Poly/Cotton	\$ 27.99
8723	Tecasafe Plus FR Coverall Direct Sale	\$ 110.69
36550	Baggy Chef Pant 65/35 Poly/Cotton Direct Sale	\$ 17.99
48480	Happy Chef Food Service, Chef Hat, Student (Beret)	\$ 4.99
59925	White Lab Coat 80/20 Poly/Cotton LS Direct Sale	\$ 14.99
60087	Carhartt FR Work Shirt Direct Sale	\$ 65.69
63869	Carhartt Canvas Jean Direct Sale	\$ 74.69
65375	ChefWorks Cool Vent Chef Coat 65/35 Poly Cotton LS Direct Sale	\$ 29.69
65493	Cintas Gripper Snap Polo Direct Sale	\$ 20.69
66273	High Image Womens Work Shirt 65/35 Poly/Cotton	\$ 26.99
66275	Womens High Image Performance Polo Shirt 100% Microfiber Poly	\$ 29.69
70610	Carhartt FR Carpenter Jean Direct Sale	\$ 70.19
70644	UltraSoft FR Pant Direct Sale	\$ 47.69
74307	Carhartt Pocket Jeans 100% Cotton Direct Sale	\$ 38.69
74308	Carhartt Carpenter Jeans 100% Cotton Direct Dale	\$ 43.19
74309	Carhartt Work Pants 100% Cotton Direct Sale	\$ 47.69
82497	White Polyester Butcher Coat 100% Poly	\$ 25.19
82976	Cintas Bib Apron Direct Sale	\$ 4.99
100446	Happy Chef Food Service, Skull Cap, Flat Top-Chicago	\$ 6.99
106452	Cintas Classic Chef Coat Direct Sale	\$ 35.99
106943	Cintas Classic Che Coat Womens Direct Sale	\$ 35.99

OTHER CHARGES per Contract Agreement

Item	Description	Price	
15	Service Charge	\$0.00	
106	Service Charge	\$0.00	
125	Make Up Charge Per Garment	\$1.50	*Waive on install and first 30 days of service
	Minimum Stop Charge	\$35.00	
7329	Special Size Standard - Non-FRC	\$0.15	
5330	Special Size Standard - FRC	\$0.15	
5329	Special Size Premium - FRC	\$0.15	
2	Uniform Advantage	\$0.08	
13	Premium Uniform Advantage	\$0.16	
13	Emblem Advantage Standard NON FR	\$0.06	
13	Emblem Advantage Standard FR	\$0.12	
13	Emblem Advantage Custom FR	\$0.18	
13	Emblem Advantage Custom NON FR	\$0.09	

TRIM (per Contract)

Trim ID	Description	Additional Desc.	Price	Vendor & Trim #
ID0050	ID Tape/bar code		\$0.000	
ID0040	ID tape/Yellow		\$0.000	
All trim is LOCAL, priced local				
Waive on initial install and 1st 30 days of service				

ORDER AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CIVILTECH, INC., FOR THE CITY OF JACKSON 2021 BRIDGE REPAIR/REPLACEMENT PROJECTS (CITYWIDE)

OFFICE OF THE CITY ATTORNEY
5/24/2021

WHEREAS, the City of Jackson needs professional engineering design and construction administration services to repair/replace six bridge structures within the City of Jackson Corporate Limits; and

WHEREAS, the City of Jackson Public Works has requested CiViLTech, Inc., provide a proposal for professional engineering services to assist the City of Jackson with repairing/replacing six bridge structures listed below:

- Colonial Circle Bridge
- MLK Drive Bridge
- Swan Lake Bridge
- McRaven Road Bridge
- Alta Woods Boulevard Bridge
- Monument Street Bridge; and


WHEREAS, CiViLTech, Inc., has submitted a proposal for their services in an amount not to exceed \$422,427.18; and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into a professional general engineering services agreement with CiViLTech, Inc., in an amount not to exceed \$422,427.18.

IT IS, THEREFORE, ORDERED that a professional general engineering services agreement with CiViLTech, Inc., in amount not to exceed \$422,427.18, is approved.

Agenda Item #19
Agenda Date: June 8, 2021
(WILLIAMS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
May 16, 2021

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CIVILTECH, INC., FOR THE CITY OF JACKSON 2021 BRIDGE REPAIR/REPLACEMENT PROJECTS (CITYWIDE)																																													
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	This item addresses Items 5, 6, and 7																																													
3.	Who will be affected	City of Jackson residents citywide.																																													
4.	Benefits	Bridge Infrastructure																																													
5.	Schedule (beginning date)	June 2021																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	\$422,427.18																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 213 213-45190-6822 																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	_____	AABE	_____ %	WAIVER	yes	___	no	___	N/A	_____	WBE	_____ %	WAIVER	yes	___	no	___	N/A	_____	HBE	_____ %	WAIVER	yes	___	no	___	N/A	_____	NABE	_____ %	WAIVER	yes	___	no	___	N/A	_____
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	_____																																							

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams Jr., PE, PhD, Director/City Engineer
Public Works Department

Date: May 16, 2021



Attached you will find an agenda item to approve a professional engineering services agreement with CiViLTech, Inc.

Background:

Attached you will find an item for the City Council Agenda requesting authority enter into a professional engineering service agreement with CiViLTech, Inc, to assist the City with repairing/replacing six bridge structures within the City of Jackson Corporate Limits.

It is the recommendation of this office that the contract with CiViLTech, Inc, is approved. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

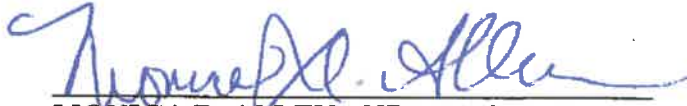
Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY
5/24/2021

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CIVILTECH, INC. FOR THE CITY OF JACKSON 2021 BRIDGE REPAIR/REPLACEMENT PROJECTS (CITYWIDE) is legally sufficient for placement in NOVUS Agenda.



MONICA D. ALLEN, CITY ATTORNEY
Terry Williamson, Legal Counsel 



DATE

AGREEMENT FOR ENGINEERING SERVICES

BY AND BETWEEN

THE CITY OF JACKSON, MISSISSIPPI

AND

CIVILTECH, INC.

FOR

CITY OF JACKSON 2021 BRIDGE REPLACEMENT PROJECTS

[Project Sites include: 1)Colonial Circle Bridge; 2)MLK Drive Bridge; 3)Swan Lake Drive Bridge; 4)McRaven Road Bridge; 5)Alta Woods Boulevard Bridge; and 6)Monument Street Bridge.]

(City Project Number: _____)

THIS AGREEMENT is made on the _____ day of _____, 2021 by and between the **CITY OF JACKSON, MISSISSIPPI**, (hereinafter called the "OWNER"), and **CIVILTECH, Inc.**, having its principal place of business at 5420 Executive Place, Jackson, Mississippi and mailing address of P.O. Box 12852, Jackson, Mississippi 39236-2852 (hereinafter called the "ENGINEER").

WHEREAS, the OWNER has decided to retain professional engineering services for design engineering, construction engineering and inspection services for construction of City of Jackson 2021 Bridge Replacement Projects; and

WHEREAS, the ENGINEER is willing to render such professional engineering services in accordance with Exhibits A, B, C, D, E and F for the consideration and upon the hereinafter stated.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set the parties hereto agree as follows:

SECTION 1 -CONTRACT SERVICES

The work to be performed under this Agreement consists of providing professional engineering services for the design of bridge improvements and related facilities as described herein. The following Exhibits are attached hereto and are made a part of this Agreement:

- (1) Exhibit A: "Scope of Work" (Pages A-1 through A-2).
- (2) Exhibit B: "Scope of Engineering Services" (Pages B-1 through B-3).
- (3) Exhibit C: "Scope of Construction Engineering Services" (Pages C-1 through C-5)
- (4) Exhibit D: "Compensation for Professional Services"(Pages D-1 through D-3).
- (5) Exhibit E: "Schedule of Work" (Page E-1)
- (6) Exhibit F: "Cost Summary" (Page F-1)

SECTION 2 -BASIC ENGINEERING AND TECHNICAL SERVICES

A. The ENGINEER shall provide professional engineering services for the CITY OF JACKSON 2021 BRIDGE REPLACEMENT PROJECTS. These services shall include customary civil

engineering and other services required for the detailed design of the improvements.

- B. By executing this Agreement, the OWNER authorizes the ENGINEER to provide services in accordance with the Scope of work described in Exhibits B & C. The OWNER shall compensate the ENGINEER for these services in accordance with the provisions of Exhibit D of this Agreement. The ENGINEER agrees to perform the work in accordance with the time schedule in Exhibit E.

SECTION 3 -ADDITIONAL SERVICES BY ENGINEER

The OWNER may require the ENGINEER, by specific written authorization, to provide or have performed by qualified persons or firms, any additional services, which are not listed in Exhibits B & C. The costs for these additional services shall be borne by the OWNER as separate elements of cost in accordance with the terms presented in Exhibit D.

SECTION 4 -SERVICES TO BE PROVIDED BY THE OWNER

The OWNER, at no cost to the ENGINEER, agrees to the following services:

- A. Provide criteria and information as to the design requirements for the work to be performed under this Agreement including designed objectives and constraints, space, capacity and performance requirements, flexibility and any budgetary limitations and the design drawings and specifications, copies of design and construction standards which the OWNER will require to be included in.
- B. Assist the ENGINEER by placing at his disposal available information pertinent to the work including previous reports and data relative to design or construction of the work.
- C. Furnish to the ENGINEER, as required for performance of the ENGINEER'S services, the results of laboratory tests, inspections, exploratory studied or other special data not covered in Exhibits B & C.
- D. Arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to the services included under this Agreement.
- E. Examine studies, reports, sketches, design drawings, specifications, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto, within a reasonable time, so as not to delay the services of the ENGINEER included under this Agreement.
- F. Designate in writing a person to act as representative with respect to the services to be rendered under this Agreement.
- G. Give prompt written notice to the ENGINEER whenever OWNER observes or otherwise becomes aware of developments that affect the scope or timing of the ENGINEER'S services.

SECTION 5 -TIME SCHEDULE

- A. The provisions of Section 5 of this Agreement and the various rates of compensation for the ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the work through completion of each authorization of work as outlined in the Exhibit E, Schedule of Work..
- B. If the OWNER requests, in writing, modifications or changes in the scope of work, or if the initiation of work authorization completion times are changed from those listed in the Exhibits through no fault or negligence of the ENGINEER, the ENGINEER'S period of service and his compensation will be subject to renegotiation (either up or down depending on the changes) as mutually agreed upon.
- C. If the ENGINEER fails to perform the work with such diligence as will ensure completion within the time specified in the Exhibit E, this Agreement shall be terminated by the OWNER in accordance with Section 7.

SECTION 6 -INSURANCE

In carrying out the work herein proposed, the ENGINEER, will maintain, as a minimum, the following insurance coverage:

- A. ENGINEER will, at its expense carry public liability and contractor's protection, liability insurance, each with maximum limits of \$1,000,000/\$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and automobile liability insurance with limits of \$1,000,000/\$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and Workman's Compensation Insurance.
- B. ENGINEER shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. ENGINEER shall provide copies of such policies before commencement of work, but this action will not relieve the ENGINEER of his independent obligation to obtain such insurance.
- D. Engineer will, at its expense, also carry professional liability insurance.

SECTION 7 -PAYMENT FOR SERVICES

- A. **Methods of Payment for and Expenses of ENGINEER.**
The OWNER shall pay the ENGINEER on a monthly basis for services rendered under this Agreement in accordance with Exhibit D, Compensation for Professional Services.
- B. **Notice to Proceed.** The ENGINEER shall not proceed with any work until he has received from the OWNER a written Notice to Proceed for each authorization of work, pursuant to this agreement. The ENGINEER shall commence work immediately upon receipt of the Notice to Proceed.

- C. Suspension of Services. If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the ENGINEER may suspend performance of services upon ten (10) calendar days' notice to the OWNER. The ENGINEER shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER.
- D. Termination. This Agreement may be terminated in whole or part at any time at the discretion of the OWNER by giving the ENGINEER written notice by registered or certified mail at least thirty (30) days in advance of the termination date. In the event the Agreement is terminated, the ENGINEER shall be compensated for approved costs incurred to the date of termination as well as the percentage of the fixed fee represented by the percentage of the project completed as of the date of termination. The OWNER shall have no exposure or liability to the ENGINEER beyond the date of termination. All work completed by the ENGINEER as of the date of termination will be delivered to the OWNER within thirty (30) working days after termination.

SECTION 8 - PERSONNEL AND FACILITIES

- A. The ENGINEER warrants that it now has or will secure at its own expense, all personnel, equipment and other materials and supplies required to perform the services under this Agreement within the required completion time set forth in Section 5 above. Such personnel shall not be employees of the OWNER. All personnel assigned to work shall be fully qualified. If required, the ENGINEER shall provide to the OWNER resumes of all key personnel assigned to the work to be performed under this Agreement.
- B. All subcontractors and personnel to be utilized by the ENGINEER in the performance of the work under this Agreement shall be subject to written approval by the OWNER. The ENGINEER is encouraged by the OWNER to utilize qualified Minority Business Enterprise (MBE) companies or persons, if available, for subcontract work. The OWNER shall consider the quality and quantity of those recruiting efforts when considering the approval of any submitted subcontractor. The ENGINEER shall document and provide to the OWNER the methods and results of MBE recruiting efforts.
- C. The ENGINEER shall remove from the project any personnel, whether directly employed by the ENGINEER or a subcontractor, upon notification from the OWNER. Written notification shall include name(s) of personnel and the cause of requesting their removal.

SECTION 9 - AUTHORIZED REPRESENTATIVE OF THE ENGINEER

Elmore Moody, P.E., is the authorized to receive direction for the OWNER and to act on behalf of the ENGINEER for this Project.

SECTION 10 - ACCOUNTING SYSTEMS

The ENGINEER shall maintain an accounting system, which accounts for costs in accordance with generally accepted accounting principles. The OWNER reserves the right to audit the ENGINEER'S accounts within three (3) years from the date such services were performed or paid, which relate to

services, provided under this Agreement.

SECTION 11 - CHANGES TO AGREEMENT

This Agreement includes all the terms, conditions and obligations between the parties and may only be changed, modified or expanded in scope of work or otherwise by formal written amendment duly executed by both parties. The parties accept that the OWNER may execute any amendment only upon official authorization first duly obtained from its governing authority.

SECTION 12 - FEDERAL FUNDS

In the event any federal funding may be available, the ENGINEER agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - CONSTRUCTION COSTS AND OPINIONS OF COSTS

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's method of determining prices, or over competitive bidding or market conditions, opinions of probable construction costs provided for herein are to be made on the basis of experience and qualifications and represent best judgment as an experienced and qualified professional engineer. Opinions of construction costs do not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable construction costs prepared by ENGINEER.

SECTION 14 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the ENGINEER, acting herein by their duly authorized representatives, have executed this Agreement as of the date first above written.

CITY OF JACKSON, MISSISSIPPI:

CIVILTECH, INC:

By: _____
Chokwe A. Lumumba, Mayor

By: 
Elmore Moody, P.E., President

Attest: _____
Angela Harris, City Clerk

Attest: 
Tony M. Lewis, Vice President

EXHIBIT A
PROJECT DESCRIPTION AND SCOPE OF WORK

CITY OF JACKSON 2021 BRIDGE REPLACEMENT BRIDGES
CITY PROJECT NO. _____

Project Description

Colonial Circle Bridge Replacement (1), Martin Luther King (MLK) Drive Bridge Replacement (2), Swan Lake Drive Bridge Replacement (3), McRaven Road Bridge Replacement (4), Alta Woods Boulevard Bridge Replacement (5) and Monument Street Bridge Replacement (6) have been designated by the City of Jackson (City) as a CIP Project.

Located in Northeast Jackson, Colonial Circle is between Concord Drive Road and Old Canton Road. The general scope of engineering services will include:

- Realignment Study of Route
- Demolish existing bridge
- Construct new concrete bridge and pilings

Located in the Midtown Area of Jackson, MLK Drive is between Fortification Street and Maple Street. The general scope of engineering services will include:

- Demolish existing bridge
- Construct new concrete bridge and pilings

Located in Southeast Jackson, Swan Lake Drive is between Lakeshore Road and Rainy Road. The general scope of engineering services will include:

- Demolish existing bridge
- Construct new concrete bridge and pilings and or Box Culvert

Located in West Jackson, McRaven Road is between Wiggins Road and N. Siwell Road. The general scope of engineering services will include:

- Demolish existing bridge
- Construct new concrete bridge and pilings

Located in South Central Jackson Area, Alta Woods Boulevard is between Oakhurst Drive and Raymond Road. The general scope of engineering services will include:

- Demolish existing bridge
- Construct new concrete Box Culvert

Located in the Midtown area of Jackson, Monument Street is between Bailey Avenue and West Capitol Street. The general scope of engineering services will include:

- Demolish existing bridge
- Construct new concrete bridge and pilings

These projects may include coordination and rehabilitation of other underground utilities which may impact the bridge upgrades as needed.

Project Development

The project will follow the procedures outlined below and shall be adjust based on Program Management (PM) for the 1% Sales Tax CIP, coordination with other city consultants and Public Works.

GENERAL REQUIREMENTS AND PROJECT MANAGEMENT

These services and project activities include project engagement and coordination with Public Works to initiate the Project and to provide engineering services and project management for an overall project schedule estimated to last eight to twelve (9 -12) months for engineering and construction, to complete the Project.

PHASE 1 – BASIC SERVICES – CONCEPTUAL DESGIN PHASE [1.1], PRELIMINARY ENGINEERING DESIGN PHASE [1.2] AND FINAL CONSTRUCTIONS DOCUMENTS [1.3].

This basic scope of professional engineering services will provide for three levels of basic services including Conceptual Design Phase, Preliminary Design Phase and Final Design Phase. General scope of services for this phase will include project kick-off meeting with the City; review of the project documents; field reconnaissance, surveying and layout. Completion of the Phase 1 Milestones will provide for 30%, 60% and 100% development of plans and specifications and development of preliminary project budgets and opinion of probable costs. These services will also include review and discussion of all engineering project documents with the City and the PM (if applicable) including suggested comments and revisions to plans and specifications.

PHASE 2 – PROJECT ADVERTISEMENT, BID LETTING AND AWARD

For this phase of the services, plans, specifications and bid package will then be submitted to the City and PM with a recommendation to advertise for bids. The Engineer will coordinate a Pre-Bid meeting for the project, and will assist in the bidding process by responding to questions from bidders, preparation of addenda as necessary and recommending the lowest and best bid after receipt of bid proposals.

PHASE 3 – CONSTRUCTION ENGINEERING & INSPECTION SERVICES

The Engineer's services will also assist the City in completing the contract documents to submit

to City Council and 1% Sales Tax Committee for final acceptance. With the Notice to Proceed with construction from City, the Engineer will provide construction engineering and inspection services. A resident project representative will be on-site to observe the progress and quality of the contractor's work and to determine, in general, if the work is proceeding in accordance with the contract documents. After the project is complete, the Engineer will hold a final review and develop a punch-list of corrective measures, as needed. Engineer will prepare the final "close out" documents, As-builts, maps, and recommend final acceptance of the project by the City.

EXHIBIT B
DETAILED SCOPE OF CONCEPTUAL DESIGN PHASE SERVICES, PRELIMINARY ENGINEERING,
AND FINAL CONSTRUCTION DOCUMENTS

After receiving an executed copy of the agreement and a notice to proceed, the **ENGINEER** will commence the following services:

1.0 BASIC SERVICES

1.1 Conceptual Design and Environmental Documents

- 1.1.1 Topographic survey.
- 1.1.2 Prepare conceptual plans including utility planning and cost estimates.
- 1.1.3 Determine right-of-way impacts, geotechnical and utilities.
- 1.1.4 Update conceptual plans.
- 1.1.5 Submit conceptual design/environmental document.

1.2 Preliminary Engineering and Right-of-Way

Preliminary Engineering (and possible ROW) services will include:

- 1.2.1 Consult with the **OWNER** to clarify and define the **OWNER'S** requirements for the Project.
- 1.2.2 Assemble and review available data which may be pertinent to the Project.
- 1.2.3 Make additional surveys needed for design of the Project.
- 1.2.4 Perform subsurface and explorations and geotechnical analysis to determine general subsurface conditions and parameters for final design of the Project. The **OWNER** recognizes that even a comprehensive sampling and testing program implemented by trained and experienced personnel with appropriate equipment may fail to detect certain hidden conditions. **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that **ENGINEER** properly inferred to exist between sampling points may differ significantly from those that actually exist.
- 1.2.5 Prepare preliminary plan-profile sheets, platting pertinent topography and ground survey data or, in lieu thereof, add the leading dimensions and supplementary ground survey data to base maps.
- 1.2.6 Develop criteria for rights-of-way, working easements and permanent easements (if necessary). Indicate preliminary rights-of-way and easement requirements on drawings. Determine apparent ownership of property where easements are required.
- 1.2.7 Locate telephone, electric power, gas, water, sewer and other utility lines, including their component structures, from record drawings and field surveys. Identify the owner of each utility. Conduct necessary studies to determine the required utility adjustments.
- 1.2.8 Perform detailed design and prepare construction drawings. Prepare report covering pavement design, waterline replacement, sewer system evaluation, and earthwork requirements and submit to **OWNER**.
- 1.2.9 Prepare recap of quantities and preliminary opinion of construction costs.

- 1.2.10 Submit preliminary plans to the **OWNER** for review and comments.
- 1.2.11 Modify plan sheets as necessary to reflect **OWNER'S** comments.
- 1.2.12 Participate in a plan-in-hand inspection with representatives of the **OWNER**, and utilities at the project site.

1.3 Final Contract Plans

After receiving written authorization to proceed with the Final Contract Plans, the **ENGINEER** will provide the following services:

- 1.3.1 On the basis of the approved preliminary design documents, prepare final construction drawings, specifications and contract documents for approval by the **OWNER**.
- 1.3.2 Modify preliminary design documents as necessary to reflect comments from field review and participate in an office review with representatives of the **OWNER**.
- 1.3.3 Contact the utility companies whose facilities or rights-of-way will be affected by the proposed construction. Make on-site inspections with the utility companies' representatives to determine the feasibility of the construction as proposed.
- 1.3.4 Prepare a project notebook containing copies of design calculations, equipment and component data sheets, manufacturer's catalog cuts, survey books/notes, correspondence, and other memoranda. The notebook shall be indexed.
- 1.3.5 Prepare final maintenance of traffic and property access plan for inclusion into the construction plans and contract documents.
- 1.3.6 Revise the preliminary opinion of probable construction costs.
- 1.3.7 Submit Final Plans, Specs and Estimate package to the **OWNER** and for review and comments.
- 1.3.8 Participate in an office review of the PS&E package with representatives of the **OWNER**.
- 1.3.9 Modify the PS&E package as necessary to reflect the comments of the **OWNER**.
- 1.3.10 Prepare the final changes to the PS&E package.
- 1.3.11 Submit the final PS&E contract documents to the **OWNER** for project authorization.
- 1.3.12 Supply **OWNER** with electronic copy of drawings in AUTOCADD on CD ROM and specifications in word processing format as directed by the **OWNER**.

2.0 ADVERTISING AND BIDDING

- 2.1 Once authorization has been received, the **ENGINEER** will prepare and issue Contract Documents to prospective bidders and keep a record of their issuance.
- 2.2 Prepare and issue addenda (where required and after approval by the **OWNER**) to each known procurer of the contract documents.
- 2.3 Provide non-binding type information on the general scope, unusual conditions and desired sequence of the construction as requested by procurers of contract documents.
- 2.4 Conduct a pre-bid conference if requested by the **OWNER**.
- 2.5 Attend the opening and reading of bids. Verify extensions and totals. Review the bids and make recommendations to the **OWNER** regarding the award of the contract.

2.6 Assist the **OWNER** in the preparation of the documents necessary to complete the award.

3.0 REPORTING

3.1 The **ENGINEER** shall submit a progress report by a date specified by the **OWNER** for each month of the Project. The progress report shall include, but not be limited to, a summary of the work tasks completed the previous month, a discussion of any major problems encountered and the status of resolution of same, and a discussion of tasks to be accomplished during the upcoming month. The progress report shall be submitted with the **ENGINEER'S** invoice for services. The **OWNER** shall establish the format for the progress report.

EXHIBIT C
DETAILED SCOPE OF CONSTRUCTION ENGINEERING SERVICES

After receiving a notice to proceed for construction, the ENGINEER will commence the following services:

1.0 CONSTRUCTION ENGINEERING SERVICES:

Construction engineering services shall consist of all engineering work, respectively, involved from the contract stage, beginning the date of concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the OWNER, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project *Representative* and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates; he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the *Engineer's* daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the OWNER for approval and payment. He shall likewise make such records available at all reasonable times during the contract period.

C. **Subsurface Conditions and Utilities.** OWNER recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. OWNER also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the OWNER and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Representative are listed in this scope of work.

- c. Advise the **OWNER** and the **CONTRACTOR** of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the **CONSULTANT**.

- E. **Review of Work, Rejection of Defective Work, Inspections and Tests:**
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the **OWNER** any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the **OWNER** of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the **CONTRACTOR** maintains adequate records thereof, and observe, record and report to the **OWNER** appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the **OWNER**.

- F. **Interpretation of Contract Documents:**

Report to the **OWNER** when clarifications and interpretation of the Contract Documents are needed and transmit to the **CONTRACTOR** clarifications and interpretations as issued by the **OWNER**.

- G. **Modifications:**

Consider and evaluate the **CONTRACTOR'S** suggestions for modifications in Drawings or Specifications and report to the **OWNER**. Transmit to the **CONTRACTOR** decisions as issued by the **OWNER**.

- H. **Records:**
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary signed daily, recording the **CONTRACTOR** hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the **OWNER**.

- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- I. Reports:
- a. Furnish the OWNER periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with the OWNER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the OWNER.
 - d. Report immediately to the OWNER upon the occurrence of any accident.
- J. Payment Requests:
- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the OWNER, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.
- K. Certificates, Maintenance and Operation Manuals:
- During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the OWNER prior to final payment for the Work.
- L. Completion:
- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the CONTRACTOR.
 - b. Conduct a final inspection in the company of the OWNER and the CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on the final list have been completed or corrected and make recommendations to the OWNER concerning acceptance.

III. Limitations of Authority

The resident Project *Representative*:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the **OWNER**.
- B. Shall not exceed the limitations of the **OWNER'S** authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the **CONTRACTOR**, subcontractors or the **CONTRACTOR'S** superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the **OWNER** to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by **OWNER**.

EXHIBIT D
COMPENSATION FOR PROFESSIONAL SERVICES

CITY OF JACK 2021 BRIDGE REPLACEMENT PROJECTS
CITY PROJECT NO. _____

SECTION 1 BASIS OF COMPENSATION

- 1.1 Compensation as provided within shall be for services rendered in conjunction with the approved Project as listed in Exhibit A. The Scope of work for these services is specified in Exhibits B and C. All services not specified in Exhibits B and C shall be considered as Additional Services. The following conditions shall apply to services performed under this agreement:
- 1.2 OWNER shall pay ENGINEER for Additional Services not outlined in this Agreement only when these additional Services are authorized in writing by the OWNER and after a written amendment to the Agreement has been executed by both parties.
- 1.3 In consideration for providing all professional engineering services as set forth in Exhibits B and C of this agreement, the OWNER shall reimburse the ENGINEER for all allowable and allocable costs as outlined in these Exhibits. These costs incurred in this performance of this Contract shall not exceed the Target Cost Ceiling of **\$422,427.18** without formally amending this Agreement prior to the incurrence of additional costs.
- 1.4 The Engineer's allowable and allocable costs shall consist solely of the amount of the Engineer's direct labor dollars expended in completing the scope of work, plus an amount for indirect costs (overhead and fringe benefits expressed as a percentage for ease of billing), plus the actual costs to the ENGINEER for the other direct expenses including subcontracts allocable directly to the projects and not included in indirect cost. The Engineer's estimated costs are presented in the Cost Summary included in Exhibit F.
- 1.5 The Engineer's direct labor dollars are defined as the amount of the actual salaries and/or wages of the Engineer's employees working on the Project.
- 1.6 Pending the establishment of the final overhead rates for any period, the ENGINEER shall be reimbursed for allowable and allocable indirect cost not claimed elsewhere, at the provisional rate of 140 percent of the direct labor dollars, which may, if mutually agreed to by both parties, be revised for billing purposes.
- 1.7 Other direct expenses are defined as the actual costs incurred on and directly for

the project (other than the direct labor and indirect costs as herein defined). Such direct expenses shall be reimbursed on the basis of actual purchase price for items obtained from commercial sources and on the basis of actual cost exclusive of any markup or profit by the ENGINEER. Other direct expenses shall include but not be limited to, necessary out of town transportation and travel costs (as approved by Owner), reproduction and blueprinting costs, and communication costs. Direct expenses will be substantiated in the Engineer's invoices by receipts or other appropriate documentation.

1.8 It is anticipated that the total allowable, allocable and eligible costs to the OWNER for the services to be provided by the ENGINEER, exclusive of the Fixed Fee, shall not exceed the Target Cost Ceiling as set forth in Paragraph 1.3 above, and the ENGINEER agrees to commit his best efforts to perform the specified services and all obligations under this Agreement within such Target Cost Ceiling.

1.9 Times of Payments

1.9.1 The ENGINEER shall submit invoices monthly by the tenth of each month for services rendered the preceding month and for eligible reimbursable expenses incurred. The amount of each invoice will be based upon costs incurred.

1.9.2 A percentage of the fixed fees shall be included with each monthly payment. The percentage to be used in calculating the monthly fixed fee payment shall equal the ratio of the invoiced costs to the Target Cost Ceiling. The Target Cost Ceiling is set forth in Paragraph 1.3 above. Final payment shall be all remaining eligible costs plus all remaining fixed fee.

1.9.3 The OWNER shall make payments within 45 days after receipt and approval of the Engineer's invoices.

SECTION - CHANGES

2.1 The ENGINEER and OWNER acknowledge that the Fixed Fee amount and the Target Cost Ceiling limit contained in Paragraph 1.3 above have been negotiated and established predicted upon the projected completion dates (Exhibit E) and the total amount of services and costs estimated and contained in the Engineer's Cost Summary INCLUDED in Exhibit F. For Additional Services, or if scopes of services are changed at the OWNER's written direction and through no fault of the ENGINEER, or in the event that performance of the services under this Agreement is delayed for reasons beyond the control of the ENGINEER, and such

delay causes and an increase in the ENGINEERS'S costs, additional satisfactory compensation may be agreed upon between the OWNER and the ENGINEER. Delays caused by failure of the ENGINEER to perform the services delineated in this Contract in accordance with the schedules set forth in Exhibit E, shall result in the termination of the Contract by the OWNER.

SECTION 3 - PAYMENT FOR ADDITIONAL SERVICES

- 3.1 For Additional Services as authorized in writing by the OWNER and defined in Exhibit C, and all changes in scope authorized in writing by the OWNER as described in Section 2 of this Exhibit, the OWNER shall pay the Engineer's costs including direct labor costs, indirect costs and reimbursable expenses plus a fixed fee. An amendment to this Agreement shall be prepared and executed which shall describe the authorized services and the revised Target Cost Ceiling and Fixed Fee to be paid to the ENGINEER for the services to be provided under this Agreement.

EXHIBIT E

City of Jackson 2021 Bridge Replacement Projects

Project Schedules

1-Colonial Circle Bridge Replacement:

Survey, Alignment Study and Conceptual Design Phase	60 Days
Preliminary Design Phase	30 Days
Final Design Phase	30 Days
Bidding Phase	60 Days
Construction Phase	<u>120 -150 Days</u>
Total Engineering & Construction Schedule	<u>270 - 300 Days</u>

2-MLK Drive Bridge Replacement:

Survey and Conceptual Design Phase	45 Days
Preliminary Plans & 90% Design Plan Review	45 Days
Bidding Phase	60 Days
Construction Phase	<u>120 Days</u>
Total Engineering and Construction Schedule	<u>230 Days</u>

3-Swan Lake Drive Bridge Replacement:

Survey and Conceptual Design Phase	20 Days
Preliminary Design Phase	20 Days
Final Design Phase	20 Days
Bidding Phase	60 Days
Construction Phase	<u>90 Days</u>
Total Engineering & Construction Schedule	210 Days

4-McRaven Road Bridge Replacement:

Survey and Conceptual Design Phase	20 Days
Preliminary Design Phase	20 Days
Final Design Phase	20 Days
Bidding Phase	60 Days
Construction Phase	<u>90 Days</u>
Total Engineering & Construction Schedule	210 Days

5-Alta Woods Blvd. Bridge Replacement:

90% Design Plan Review	20 Days
Bidding Phase	60 Days
Construction Phase	<u>90 Days</u>
Total Engineering & Construction Schedule	170 Days

6-Monument Street Bridge Replacement:

90% Design Plan Review	20 Days
Bidding Phase	60 Days
Construction Phase	<u>150 Days</u>
Total Engineering & Construction Schedule	230 Days

Project Schedule:

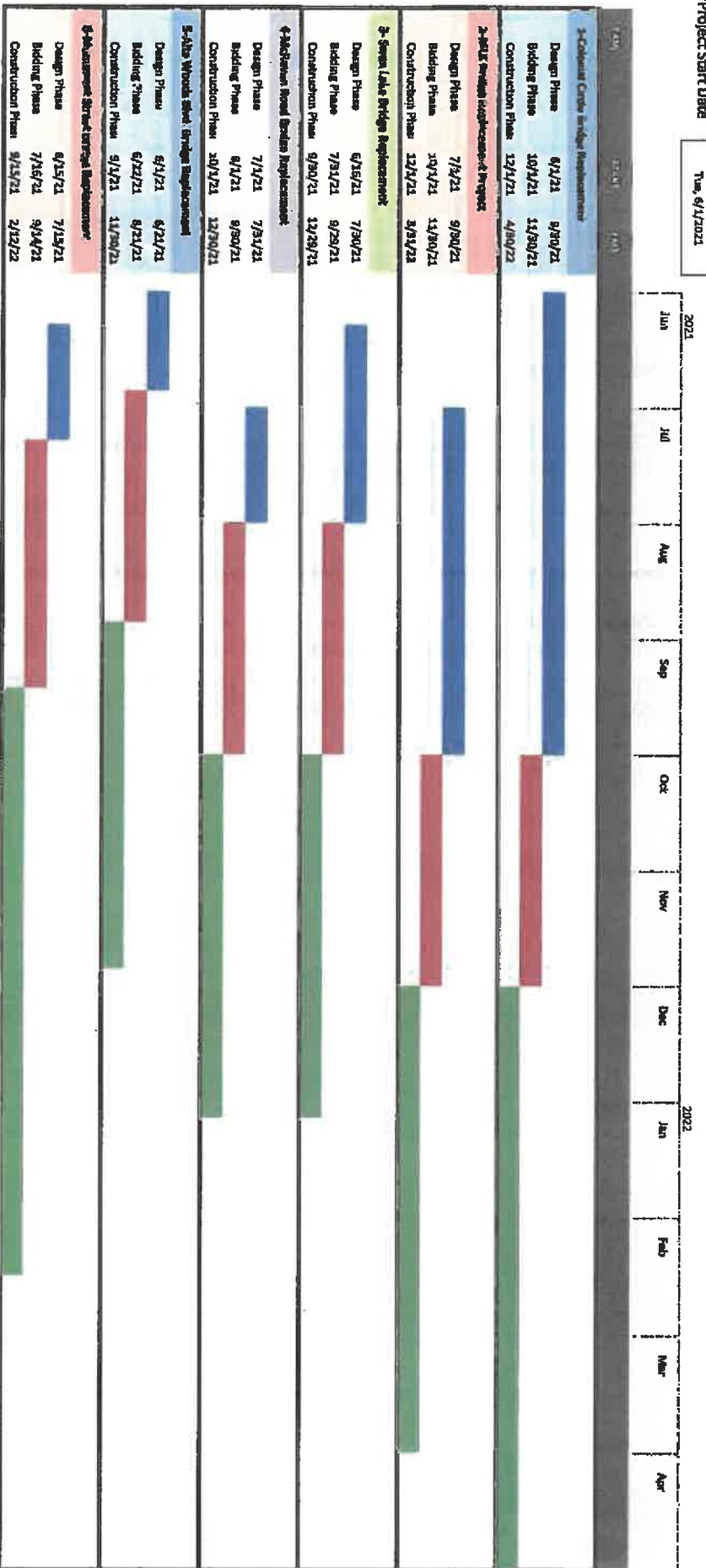
Project schedule reflects concurrent task/activities for each Bridge Replacement Project based on conceptual design, development of preliminary and final construction plans and a tentative construction schedule. Refer to attached Exhibit E - Project Schedule.

Exhibit E - Project Schedule

City of Jackson 2021 Bridge Replacement Projects

*Project Start Date

Thurs, 6/1/2021



* 1 tentative Project start date adjusted per On-Job approval



EXHIBIT F

City of Jackson - 2021 Bridge Replacement Projects

Cost Summary

City Project No: _____

MAY, 2021

Scope of Work:

Work consists of preliminary engineering, surveying, bridge design, hydraulic analysis, final construction plans and; construction engineering and inspection services for replacement of the existing bridges in the City of Jackson including Colonial Circle Bridge Replacement (1), Martin Luther King (MLK) Drive Bridge Replacement (2), Swan Lake Drive Bridge Replacement (3), McRaven Road Bridge Replacement (4), Alta Woods Boulevard Bridge Replacement (5) and Monument Street Bridge Replacement (6).

a. Engineering & Construction Phase Services:

WORK ITEM	Classification											
	Project Manager		Inspector/Tech.		Engineer		Clerical		Survey Crew		Principal	
	Manhours	Hourly Rate	Manhours	Hourly Rate	Manhours	Hourly Rate	Manhours	Hourly Rate	Manhours	Hourly Rate	Manhours	Hourly Rate
Design Development												
1 Colonial Circle Bridge Replacement*	140	\$47.10	420	\$27.88	300	\$38.50	12	\$26.50	10	\$185.00	180	\$58.86
2 MLK Drive Bridge Replacement	60		300		180		20		48		48	
3 Swan Lake Drive Bridge Replacement	24		240		98		18		48		24	
4 McRaven Road Bridge Replacement	24		240		110		18		48		24	
5 Alta Woods Blvd. Bridge Replacement	28		240		24		8		8		16	
6 Monument Street Bridge Replacement	48		300		40		12		12		28	
MANHOUR TOTALS	322		1740		760		88		172		320	

CIVILTech, Inc. - Engineers & Project Managers
Manhour Estimate Prepared by:
Date Prepared: 5/4/2021
Revised:
Revised:
Revised:

Summary of Labor Costs		
Personnel	Proj. Manhours	Labor Costs
Project Manager	322	\$15,168.20
Inspector/Technician	1740	\$48,511.20
Engineer	760	\$28,875.00
Clerical	88	\$2,244.00
Surveying Crew	172	\$28,380.00
Principal Engineer	320	\$18,835.20
Sub-Total Payroll Cost (a):		\$142,011.60

b. Overhead Allowance (1.4 x Payroll Cost): \$198,816.24

c. Total Direct Expenses (a+b) \$340,827.84

Fixed Fee (12% x c) \$40,899.34

Sub-total (a,b,c) \$381,727.18

In-direct Costs (Incidental Expenses, printing, copying, etc....) \$3,500.00

Total Engineering Fees: \$385,227.18

Subconsultant Costs:

*Surveying (Colonial Circle) \$13,200.00

*Geotechnical-Multiple Sites \$24,000.00

Total Subconsultant Costs: \$37,200.00

* = Project Allowance only (actual cost TBD)

Total Engineering Cost:	\$422,427.18
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CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN

I. Company Name: CiViLTech, Inc.
Address: 5420 Executive Place
City: Jackson State: MS ZIP Code: 39206
Telephone: (601) 713-1713
E-mail: emoody@civiltechinc.net

II. Bid Name and Number: City of Jackson Bridge Replacement Projects No. _____

III. **PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: *(SEE ATTACHMENTS)***
If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI(C)(1) of the EBO Executive Order No. 2014-3

IV. Total Bid Amount: \$ \$422,427.18

V. **WAIVER REQUESTED ...** *(If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required ***WAIVER STATEMENT***. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

*** The bidder/offeree shall provide the following as evidence of its good faith efforts and will be evaluated on the same:**

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
 - 1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
 - 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
 - 3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
 - 4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.

5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

**If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 960-1055 or (601) 960-1856.*

VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:

(Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.0	9.47	0.0	0.0	2.37
Construction					
Goods & Non-Professional Services					

VII. REPLACEMENT OF MBE/FBE

If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2015-3

VIII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.

 President 05/12/2021
Authorized Signature and Title *Date*

PRINT "AUTHORIZED" NAME HERE: Elmore Moody

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT Proposed Minority/Female Business Enterprise Firms

Company Name: CIVILTech, Inc. Type Trade/Business: Engineering

Address: 5420 Executive Place

City, State, ZIP: Jackson, MS 39206

Contact Person: Elmore Moody, P.E., President

Telephone Number: 601-713-1713

Type Minority Business (MBE/FBE):

- Female (FBE)
- African-American (AABE)
- Asian (ABE)
- Hispanic (HBE)
- Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

PRIME

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: Project Engineer

Scope of Work to be Performed: Design, Contract Administration, Project Management, Construction Phase Services

Dollar Value of the Work to be Performed by the Minority Business (MBE and/or FBE): \$ 372,427.18

Percentage of MBE and/or FBE Participation: 88.16 %

Company Name: Cornerstone Engineering Type Trade/Business: Engineering

Address: 710 E. Northside Drive

City, State, ZIP: Clinto, MS 39056

Contact Person: Mauricka McKenzie, P.E.

Telephone Number: 601-941-9599

Type Minority Business (MBE/FBE):

- Female (FBE)
- African-American (AABE)
- Asian (ABE)
- Hispanic (HBE)
- Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: Geotechnical Engineering

Scope of Work to be Performed: Soil Boring and Report

Dollar Value of the Work to be Performed by the Minority Business (MBE and/or FBE): \$ 16,00.00

Percentage of MBE and/or FBE Participation: 3.79 %

Company Name: Betty A. Mallett, PLLC Type Trade/Business: Attorney/Project Management

Address: P.O. 3422

City, State, ZIP: Jackson, MS 39207

Contact Person: Betty Mallett

Telephone Number: 601-750-2428

Type Minority Business (MBE/FBE):

- Female (FBE)
- African-American (AABE)
- Asian (ABE)
- Hispanic (HBE)
- Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

- Subcontractor
- Joint Venture
- Supplier
- Mentor-Protégé

Type Work or Service to be Performed: ROW, Quality Control and Project Management

Scope of Work to be Performed: Provide any right of way acquisition needed and review of all contract documents

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 10,000.00

Percentage of MBE and/or FBE Participation: 2.37 %

Company Name: Myraid Engineering Type Trade/Business: Engineering

Address: 251 Lavon Owens Drive

City, State, ZIP: Terry, MS 39170

Contact Person: Stephanie Vivians, P. E.

Telephone Number: 601-201-0027

Type Minority Business (MBE/FBE):

- Female (FBE)
- African-American (AABE)
- Asian (ABE)
- Hispanic (HBE)
- Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

- Subcontractor
- Joint Venture
- Supplier
- Mentor-Protégé

Type Work or Service to be Performed: Engineering

Scope of Work to be Performed: Design, Quality and Inspection Services

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 24,000.00

Percentage of MBE and/or FBE Participation: 5.68 %

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

- _____ Female (FBE)
- _____ African-American (AABE)
- _____ Asian (ABE)
- _____ Hispanic (HBE)
- _____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

- _____ Female (FBE)
- _____ African-American (AABE)
- _____ Asian (ABE)
- _____ Hispanic (HBE)
- _____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %



CiViLTech, Inc.
Engineers & Project Managers

P.O. Box 12852 Jackson, MS 39236-2852
P.O. Box 821993 Vicksburg, MS 39182



Elmore Moody, P.E.
President

Office: 601.713.1713

Fax: 601.713.1703

Email: civiltech@civiltechinc.net

Website: www.civiltechinc.net

May 12, 2021

EBO Officer
Department of Planning and Development
City of Jackson
Post Office Box 17
Jackson, Mississippi 39205-0017

Re: **WAIVER REQUEST**
COJ Bridge Replacement Projects

Dear Sir or Madam:

CiViLTech, Inc. hereby requests a waiver for the EBO participation requirements for the Asian American. We are asking for this waiver because the required fee would not be enough for it to be economically feasible and we have exceeded all of the other requirements.

Thank you for your consideration. We look forward to working with the City on this project.

Sincerely yours,

Elmore Moody, P.E.
President
CiViLTech, Inc.

OFFICE OF THE CITY ATTORNEY
6-21-21

ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH CROWN ENGINEERING, PLLC, FOR THE WEST CAPITOL STREET IMPROVEMENTS PHASE II (PRENTISS STREET TO GALLATIN STREET)

WHEREAS, the Department of Public Works desires to have design engineering services to perform street improvements to West Capitol Street (Prentiss Street to Gallatin Street), Jackson, Mississippi, Hinds County, Mississippi; and

WHEREAS, Crown Engineering, PLLC, a multi-disciplinary civil engineering firm located in Jackson, Mississippi submitted their firms Statement of Qualifications based on a solicitation for professional engineering services by the Department of Public Works; and


WHEREAS, Crown Engineering, PLLC, has submitted a proposal based on its Statement of Qualifications to provide the City of Jackson with design engineering services at a cost not to exceed \$493,000.00 for the West Capitol Street Improvements (Prentiss Street to Gallatin Street); and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into an Engineering Services Agreement with Crown Engineering, PLLC, in the amount not to exceed \$493,000.00, for the West Capitol Street Improvements (Prentiss Street to Gallatin Street).

IT IS, THEREFORE, ORDERED that an engineering services agreement with Crown Engineering, PLLC, in an amount not to exceed \$493,000.00, for the West Capitol Street Improvements (Prentiss Street to Gallatin Street) is accepted.

Agenda Item # 20
Agenda Date: June 8, 2021
(WILLIAMS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
May 13, 2021

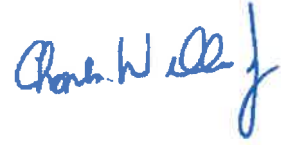
P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH CROWN ENGINEERING, PLLC, FOR THE WEST CAPITOL STREET IMPROVEMENTS PHASE II (PRENTISS STREET TO GALLATIN STREET)	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6 and 7.	
3.	Who will be affected	Residents and Businesses on Capitol Street	
4.	Benefits	Street Infrastructure Improvements	
5.	Schedule (beginning date)	When contracts are executed.	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Capitol Street (Prentiss Street to Gallatin Street)	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.	
8.	COST	Engineering Design Cost not to exceed \$493,000.00	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 213 213-45190-6822 	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams Jr., PE, PhD, Director/City Engineer
Public Works Department

Date: May 13, 2021



Background:

Attached you will find an item for the City Council Agenda requesting authority to enter into a professional engineering service agreement with Crown Engineering, PLLC, for the West Capitol Street Improvements (Prentiss Street to Gallatin Street). The City needs engineering design services to perform street improvements to West Capitol Street (Prentiss Street to Gallatin Street). City staff has reviewed the scope of services, and recommends Crown Engineering, PLLC, based on their firm's qualifications to perform design engineering and construction inspection services.

It is the recommendation of this office that this design engineering services contract be awarded to Crown Engineering, PLLC. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.


Office of the City Attorney

455 East Capitol Street
Post Office Box 2179
Jackson, Mississippi 39201-2179
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
5/24/2021

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH CROWN ENGINEERING, PLLC FOR THE WEST CAPITOL STREET IMPROVEMENTS PHASE II (PRENTISS STREET TO GALLATIN STREET)** is legally sufficient for placement in NOVUS Agenda.



MONICA D. ALLEN, CITY ATTORNEY

Terry Williamson, *Legal Counsel*



DATE

AGREEMENT FOR ENGINEERING SERVICES

BY AND BETWEEN

THE CITY OF JACKSON, MISSISSIPPI

AND

CROWN ENGINEERING PLLC

FOR

**West Capitol Street Improvements Phase II
(Prentiss Street to Gallatin Street)**

THIS AGREEMENT is made on the _____ day of _____, 2021, by and between the **CITY OF JACKSON, MISSISSIPPI**, a Mississippi municipal corporation (hereinafter called the "OWNER"), and **CROWN ENGINEERING, PLLC**, having its principal place of business at 5269 Keele Street Suite C, Jackson, Mississippi 39206 (hereinafter called the "ENGINEER").

WHEREAS, the OWNER has decided to retain professional engineering services for Street Improvements on West Capitol Street from Prentiss Street to Gallatin Street; and

WHEREAS, the ENGINEER is willing to render such professional engineering services in accordance with Exhibit B for the consideration and upon the terms hereinafter stated;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

SECTION 1 - FACILITIES TO BE CONSTRUCTED

A. The work to be performed under this Agreement consists of providing professional engineering services for the design of drainage improvements and related facilities as requested by the City.

The following exhibits are attached to and made a part of this Agreement:

- (1) Exhibit A: "Scope of Work" (Page A-1).
- (2) Exhibit B: "Scope of Engineering Services" (Page B-1).
- (3) Exhibit C: "Compensation for Professional Services" (Pages C-1 through C-2).
- (4) Exhibit D: "Schedule of Work" (Page D-1).

SECTION 2 - BASIC ENGINEERING AND TECHNICAL SERVICES

- A. The ENGINEER shall provide professional engineering design phase services for **WEST CAPITOL STREET IMPROVEMENTS PHASE II (PRENTISS STREET TO GALLATIN STREET)**. These services shall include customary civil and other necessary services required for the completion of the improvements.
- B. By executing this Agreement, the OWNER authorizes the ENGINEER to proceed with the design phase services for the improvements listed in Exhibit A in accordance with the Scope of Services described in Exhibit B. The OWNER shall compensate the ENGINEER for these services in accordance with the provisions of Exhibit C of this Agreement. The ENGINEER agrees to perform the work in accordance with the time schedule in Exhibit D.

SECTION 3 - ADDITIONAL SERVICES BY ENGINEER

- A. The OWNER may require the ENGINEER, by specific written authorization, to provide or have performed by qualified persons or firms, additional services which are not listed in Exhibit B. The costs for these additional services shall be borne by the OWNER as separate elements of cost in accordance with the terms presented in Exhibit C, "Compensation for Professional Services".

SECTION 4 - SERVICES TO BE PROVIDED BY THE OWNER

The OWNER, at no cost to the ENGINEER, agrees to furnish the following:

- A. Provide criteria and information as to the OWNER's design requirements for the work to be performed under this Agreement including design objectives and constraints, space, capacity and performance requirements, flexibility and any budgetary limitations; and furnish copies of design and construction standards which the OWNER will require to be included in the design drawings and specifications.
- B. Assist the ENGINEER by placing at his disposal available information pertinent to the work including previous reports and other data relative to design or construction of the work.
- C. Furnish to the ENGINEER, as required for performance of the ENGINEER's services, the results of laboratory tests, inspections, exploration studies, or other special data not covered in Exhibit B, "Scope of Design Phase Services".
- D. Arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services included under this Agreement.
- E. Examine studies, reports, sketches, design drawings, specifications, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto, within a reasonable time; so as not to delay the services of the ENGINEER included under this Agreement.

- F. Acquire property for both permanent right-of-way and temporary construction easements based on requirements as determined by the ENGINEER and approved by the OWNER.
- G. Designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this Agreement.
- H. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of developments that affect the scope or timing of the ENGINEER's services.

SECTION 5 - TIME SCHEDULE

- A. The provisions of Section 5 of this Agreement and the various rates of compensation for the ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the work through completion of the construction phase as outlined in Exhibit D, "Schedule of Work".
- B. If the OWNER requests, in writing, modifications or changes in the scope of the work, or if the initiation of work and/or contract completion times are changed from those listed in Exhibit D through no fault or negligence of the ENGINEER, the ENGINEER's period of service and his compensation will be subject to renegotiation (either up or down depending on the changes) as mutually agreed upon.
- C. If the ENGINEER fails to perform the work with such diligence as will insure completion within the time specified in Exhibit D, this Agreement may be terminated by the OWNER in accordance with Section 7.

SECTION 6 - INSURANCE

In carrying out the work herein proposed, the ENGINEER will maintain public liability and contractor's protection liability, as a minimum, the following insurance coverage:

- A. ENGINEER will, at its expense, carry liability insurance with maximum limits of \$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and automobile liability insurance coverage in the statutorily required amount, and Workman's Compensation Insurance coverage in the statutorily required amount.
- B. ENGINEER shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. Engineer will, at its expense, also carry professional liability Insurance.
- D. ENGINEER shall provide copies of such policies before commencement of work, but this action will not relieve the ENGINEER of his independent obligation to obtain such insurance.

SECTION 7 - PAYMENT FOR SERVICES

- A. **Methods of Payment for Services and Expenses of ENGINEER.** The OWNER shall pay the ENGINEER for services rendered under this Agreement in accordance with the provisions of Exhibit C, "Compensation for Professional Services".
- B. **Notice-to-Proceed.** The ENGINEER shall not proceed with any work until he has received from the OWNER a written Notice-to-Proceed for authorization of work, pursuant to this agreement. The ENGINEER shall commence work immediately upon receipt of the Notice to Proceed.
- C. **Termination.** This Agreement may be terminated in whole or in part at any time at the discretion of the OWNER by giving the ENGINEER written notice by registered or certified mail at least ten (10) days in advance of the termination date. In the event the Agreement is terminated, the ENGINEER shall be compensated for approved costs incurred to the date of termination. The OWNER shall have no exposure or liability to the ENGINEER beyond the date of termination. All work completed by the ENGINEER as of the date of termination will be delivered to the OWNER within ten (10) working days after termination.

SECTION 8 - PERSONNEL AND FACILITIES

The ENGINEER warrants that he now has or will secure at his own expense, all personnel, equipment and other materials and supplies required to perform the services under this Agreement within the required completion time set forth in Section 5 above. Such personnel shall not be employees of nor have contractual relationship with the OWNER. All personnel assigned to the work shall be fully qualified. The ENGINEER shall provide to the OWNER resumes of all key personnel assigned to the work to be performed under this Agreement.

All subcontractors and personnel to be utilized by the ENGINEER in the performance of the work under this Agreement shall be subject to written approval by the OWNER.

SECTION 9 – AUTHORIZED REPRESENTATIVES

- A. **Charles Williams, Jr., P.E.,PhD** is the authorized representative of the OWNER.
- B. **Calvin Dean, P.E.,** is authorized to receive direction from the OWNER and to act on behalf of the ENGINEER for this Project.

SECTION 10 - ACCOUNTING SYSTEMS

The ENGINEER shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The OWNER reserves the right to audit the ENGINEER's accounts which relate to services provided under this Agreement.

SECTION 11 - CHANGES TO AGREEMENT

This Agreement contains all the terms, conditions and obligations between the parties and may only be changed, modified or expanded in scope of services or otherwise by formal written amendment, approved by the governing authorities and duly executed by both parties.

SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding may become available, the ENGINEER agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - CONSTRUCTION COST AND OPINIONS OF COST

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's method of determining prices, or over competitive bidding or market conditions, its opinion of probable construction cost provided for herein is to be made on the basis of its experience and qualifications and represent the best judgment as an experienced and qualified professional engineer. His opinion of construction cost does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable construction cost prepared by it.

SECTION 14—CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION

14.1 ENGINEER acknowledges that he and his employees will comply with the most recently adopted edition of the Standards of Professional Conduct of the American Society of Civil Engineers. In addition to adhering to the Standards of Professional Conduct, ENGINEER agrees to the following terms in the conduct of its business relationship with OWNER:

- 1) ENGINEER shall not undertake to provide engineering services to a client other than OWNER if the relationship with the other client will be directly adverse to the interests of OWNER, unless ENGINEER first consults with and receives the written authorization of OWNER.
- 2) ENGINEER shall not share or otherwise make use of any information relating to the engineering services provided to OWNER or any information obtained through its relationship with OWNER without the first obtaining the authorization of OWNER. It is the intention of the OWNER that this obligation is ongoing and continues in effect following completion of the project.

14.2 In the event that ENGINEER fails in any of its obligations under Section 14.1, OWNER may take one or more of the following actions to protect its interests:

- 1) Suspend the performance of the agreement until ENGINEER provides assurances that it intends to adhere to the said Standards of Professional Conduct;
 - 2) Terminate this Agreement upon giving three days written notice of ENGINEER'S failure to adhere to the terms of Section 14.1;
 - 3) Debar ENGINEER from future work for OWNER for a period of not less than 6 months. ENGINEER shall not circumvent debarment by performing such future work as a subconsultant for another ENGINEER.
 - 4) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.
- 14.3 ENGINEER shall include in every subcontract identical language to this Section 14 and ENGINEER shall be responsible enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject ENGINEER to the remedies available to OWNER for ENGINEER's failure to adhere to the requirements of this Section.

SECTION 15 – THE EQUAL BUSINESS OPPORTUNITY (“EBO”) CLAUSE

- A. The ENGINEER agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth within this Agreement, and shall take the following actions as part of its good faith efforts:
1. Notification to MBEs and FBEs that the ENGINEER has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.
 2. Maintenance by the ENGINEER of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.
 3. Dissemination of the ENGINEER's EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news and electronic media and by notifying and discussing it with all subcontractors and suppliers.
 4. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE contractor organizations, MBE and FBE assistance organizations.
 5. Subdivision of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.

6. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.
 7. Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids or Request for Proposals obligations under this agreement, as approved by the Equal Business Opportunity Officer.
 8. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the 10th day of each month following the award of the work set forth in this agreement.
- B. The ENGINEER further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:
1. Withholding from the violating ENGINEER ten percent (10%) of all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;
 2. Withholding from the violating ENGINEER all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;
 3. Rejection of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the ENGINEER demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;
 4. The submission of a recommendation to the governing authorities that the ENGINEER'S Agreement with the City of Jackson be terminated.


SECTION 16 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the ENGINEER, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

CITY OF JACKSON, MISSISSIPPI

CROWN ENGINEERING, PLLC

 Chokwe A. Lumumba
 Mayor



 Calvin Dean
 Principal

ATTEST:

ATTEST:

 City Clerk



 Managing Member

EXHIBIT A

THE CITY OF JACKSON, MISSISSIPPI

West Capitol Street Improvements Phase II (Prentiss Street to Gallatin Street)

SCOPE OF WORK

The work included in this project shall include Design Phase & Administration Services for street improvements to approximately 1.5 miles of West Capitol Street between Prentiss Street and Gallatin Street. Design services will also include Surveying and Geotechnical (Borings) Services for the project. The Construction work in general, will consist of full width milling of the street and removal of existing asphalt in failed areas, the removal of deficient curb and gutters, sidewalks, and the undercutting of any deficient subgrade material. Improvements will consist of CIPP installation of the existing sanitary sewer, water line rehabilitation work as required, the placement and proper compaction of select backfill material, the installation of a granular subbase and full-depth asphalt in base repair areas, new asphalt overlay, new curb and gutters new sidewalks and the replacement or repair of existing drainage inlets and storm pipes as needed. Traffic signal and pedestrian crossing improvements will also be a part of the project. The roadway design plans will include Demolition Plans, Traffic Control Plans, Pavement Marking Plans, Detailed Drawings and plans for Traffic Signal Improvements. The preparation of Bid Documents and Technical Specifications will also be included in the Design Phase of Work.

The Scope of Engineering Services is enumerated in Exhibit B.

EXHIBIT B

CITY OF JACKSON, MISSISSIPPI

West Capitol Street Improvements Phase II (Prentiss Street to Gallatin Street)

SCOPE OF ENGINEERING SERVICES

1.0 DESIGN AND FINAL CONTRACT PLANS

1.1 Prepare contract plans and documents. Tasks include:

- 1.1.1 Preparing plan-profile sheets and other construction drawings, platting pertinent topography and ground survey data or, in lieu thereof, add the leading dimensions and supplementary ground survey data to photogrametric base maps. Establishing preliminary horizontal and vertical alignment of the roadway and indicate same on the plan/profile sheets.
- 1.1.2 Developing a general description, criteria for temporary construction easements widths (metes and bounds) and indicate temporary construction easement location(s) on plan/profile sheets. Determining apparent ownership of property and prepare plats and property descriptions for all parcels, if required.
- 1.1.3 Preparing final contract documents and specifications.
- 1.1.4 Preparing final quantity recap and construction cost estimates.
- 1.1.5 Submitting three (3) sets of the above final design documents to the OWNER for review and approval.
- 1.1.6 Assisting in advertising the project; respond to questions raised by potential bidders concerning the contract documents; preparing an addendum if necessary; attending the pre-bid meeting and bid letting; tabulating the bids; and making a recommendation for the lowest and best bid.

1.2 STATE AND FEDERAL REGULATIONS

All applicable state and federal regulations will apply and be incorporated into the executed contract for this project.

EXHIBIT C

THE CITY OF JACKSON, MISSISSIPPI

**West Capitol Street Improvements Phase II
(Prentiss Street to Gallatin Street)**

COMPENSATION FOR PROFESSIONAL SERVICES

SECTION 1 - BASIS OF COMPENSATION

- 1.1 Compensation as provided herein shall only be for services rendered in conjunction with the approved initial Project as listed in Exhibit A. The Scope for these services is specified in Exhibit B. All services not specified in Exhibit B shall be considered as Additional Services. The following conditions shall apply to services performed under this Agreement:
- 1.2 OWNER shall pay ENGINEER for Additional Services not outlined in this Agreement only when these Additional Services are authorized in writing by the OWNER, after approval by the governing authorities, and after a written amendment to the Agreement has been executed by both parties.
- 1.3 In consideration for providing all professional engineering services as set forth in Exhibit B of this Agreement, the OWNER shall reimburse the ENGINEER for all allowable and allocable costs as follows:

<u>Design Phase</u>	
Lump Sum Fee:	\$493,000.00
TOTAL ENGINEERING FEE:	\$493,000.00

1.4 Payment to Engineer

1.4.1 The ENGINEER shall submit invoices monthly by the tenth of each month for services rendered the preceding month and for eligible reimbursable expenses incurred. The amount of each invoice will be based upon the percentage of work completed.

1.5 The OWNER shall make payments within 30 days after receipt and approval of the ENGINEER's invoices.

SECTION 2 - CHANGES

2.1 The ENGINEER and OWNER acknowledge that the fees contained in Paragraph 1.3 above have been negotiated and established predicated upon the projected completion dates (Exhibit D). For Additional Services, or if the scope of services are changed at the OWNER's written direction and through no fault of the ENGINEER, or in the event that performance of the services under this Agreement is delayed for reasons beyond the control of the ENGINEER, and such delay causes an increase in the ENGINEER's costs, additional satisfactory compensation may be agreed upon between the OWNER and the ENGINEER. Delays caused by failure of the ENGINEER to perform the services delineated in this Contract in accordance with the schedules set forth in Exhibit D, may result in the termination of the Contract by the OWNER.

SECTION 3 - PAYMENT FOR ADDITIONAL SERVICES

3.1 For Additional Services as authorized in writing by the OWNER and defined in Exhibit C, and all changes in scope authorized in writing by the OWNER as described in Section 2 of this Exhibit, the OWNER shall pay the ENGINEER's costs including direct labor costs, indirect costs and reimbursable expenses plus a fixed fee. An amendment to this Agreement shall be prepared and executed which shall describe the authorized services and the revised compensation to be paid to the ENGINEER for the services to be provided under this Agreement.

SECTION 4 - PAYMENT TO ENGINEER'S CONSULTANTS

4.1 The ENGINEER may select consultant(s) to provide special services (i.e. geotechnical; environmental, structural, surveys) during design. The consultant(s) will be subject to the approval of the OWNER. The ENGINEER shall pay all special consultant fees as part of the design cost.

EXHIBIT D
THE CITY OF JACKSON, MISSISSIPPI

**West Capitol Street Improvements Phase II
(Prentiss Street to Gallatin Street)**

SCHEDULE OF WORK

SECTION 1 - PERIOD OF SERVICE

1.1 Following is the proposed Schedule of Work for project(s) as outlined under this agreement:

<u>Task</u>	<u>Cumulative Time (Calendar Days)</u>
Design Phase	<u>1 - 225</u>

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN
APPLICATION

- I. Company Name: Crown Engineering, PLLC
Address: 5269 Keele Street, Suite C
City: Jackson State: MS ZIP Code: 39206
Telephone: (601) 713-4346
E-mail: cdean@crowngeng.net
- II. Bid Name and Number: West Capitol Street Improvements Phase II (Prentiss Street to Gallatin Street)
- III. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: (SEE ATTACHMENTS)
If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 127-13-1(B) of the EBO Ordinance.
- IV. Total Bid Amount: \$ 493,000.00
- V. WAIVER REQUESTED ... (If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required WAIVER STATEMENT*.)

*** The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:**

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
 - 1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
 - 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
 - 3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.

Revised 06/01/05, TR

4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.
5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:

(Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African- American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services		8.72%			2.03%
Construction					
Goods & Non-Professional Services					

VII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service.

Authorized Signature and Title

February 1, 2021

Date

PRINT "AUTHORIZED" NAME HERE: Calvin Dean

E B O Determination

West Capitol St Improvements Phase II – Prentiss St to Gallatin St

Bidder: Crown Engineering
Status: COMPLIANT

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	<i>2.03 %</i>
<i>AABE</i>	<i>8.72 %</i>
<i>NABE</i>	<i>0.00 %</i>
<i>HBE</i>	<i>0.00 %</i>
<i>ABE</i>	<i>*0.00 %</i>

EBO Determination

West Capitol St Improvements Phase II – Prentiss St to Gallatin St

Bidder: [Crown Engineering](#)
Status: [COMPLIANT](#)

MBE	Total Utilization
<i>FBE</i>	2.03 %
<i>AABE</i>	8.72 %
<i>NABE</i>	0.00 %
<i>HBE</i>	0.00 %
<i>ABE</i>	*0.00 %

**ORDER RATIFYING RENTAL OF EQUIPMENT FROM DEVINEY
EQUIPMENT FOR SEPTEMBER 2020 THROUGH OCTOBER 2020 AND
AUTHORIZING PAYMENT (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY
JUN 10 2021

WHEREAS, the Bridges and Drainage subdivision of the Infrastructure Management Division of the Department of Public Works had need of equipment to be used for clearing the flow line of creeks throughout the City to assist in the prevention of flooding; and

WHEREAS, due to exigent circumstances, the rental of the excavators and cutter was used for clearing the flow line of creeks was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the rental equipment set forth in certain invoices attached hereto was delivered and used in the operations of the City's Bridges and Drainage Section; and

WHEREAS, the work performed using the equipment was necessary for the maintenance of the flow line of creeks within the City, which assists in the prevention of flooding and erosion; and

WHEREAS, the Department of Public Works recommends paying invoices for rental equipment from Deviney Equipment for the months of September 2020 through October 2020 totaling \$7,000.00, which are attached hereto as an exhibit.

IT IS, THEREFORE, ORDERED that the rental of equipment from DeViney Equipment is hereby ratified and payment in the amount set forth, consistent with the attached invoices, is authorized as follows:


<u>Rental Equipment</u>	
Model KX0804SR3 Excavator	\$5,000.00
Model DER050-H Cutter	\$2,000.00
Total	\$7000.00

Agenda Item #21
Agenda Date: June 8, 2021
(WILLIAMS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 20, 2021
DATE

(as revised 3/6/01)

POINTS		COMMENTS					
1.	Brief Description / Purpose	ORDER RATIFYING RENTAL OF EQUIPMENT FROM DEVINEY EQUIPMENT FOR SEPTEMBER 2020 THROUGH OCTOBER 2020 AND AUTHORIZING PAYMENT (ALL WARDS)					
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life 					
3.	Who will be affected	Citizens of Jackson					
4.	Benefits	The Bridges and Drainage Section authorize for payment for equipment rented from DeViney Equipment and used throughout the City of Jackson to maintain creek flow lines to assist in flooding and erosion prevention.					
5.	Schedule (beginning date)	Scheduled date following City Council Approval					
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City Wide					
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Public Works					
8.	COST	\$7,000.00					
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.451.25.6514 					
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____			



**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Honorable Chokwe A. Lumumba, Mayor

From: Charles Williams, Jr., Director
Department of Public Works

Date: May 20, 2021

Agenda Item: **ORDER RATIFYING RENTAL OF EQUIPMENT FROM DEVINEY EQUIPMENT FOR SEPTEMBER 2020 THROUGH OCTOBER 2020 AND AUTHORIZING PAYMENT (ALL WARDS)**

Council Meeting: Regular Council Meeting, June 8, 2021

Purpose: The Bridges and Drainage Section will use these funds to pay overdue payments for rental equipment purchased from DeViney Equipment and used throughout the City of Jackson.

Cost: \$7,000.00

Project/Contract Type: N/A

Funding Source: 001.451.25.6514

Schedule/Time: June 8, 2021

DPW Manager: Tony Howard

Background:

The Bridges and Drainage Section will use authorization to pay for the rental of equipment from DeViney Equipment and used throughout the City of Jackson.

The equipment was used by the Bridges and Drainage Section through September 2020 to October 2020 in anticipation of the winter rains that the City routinely experiences. The equipment, an excavator and cutter, was used to clear the flow lines of City creeks to assist with the prevention of flooding and erosion that can occur during the winter months if the maintenance is not performed.

The Bridges and Drainage rented the equipment, an excavator and cutter, from DeViney Equipment for September 2020 through October 2020.


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
2021
6/2/2021

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING RENTAL OF EQUIPMENT FROM DEVINEY EQUIPMENT FOR SEPTEMBER 2020 THROUGH OCTOBER 2020 AND AUTHORIZING PAYMEN (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



MONICA D. ALLEN, CITY ATTORNEY
Terry Williamson, Legal Counsel 



DATE



P.O. Box 7179
 Jackson, MS 39282
 Phone: (601) 973-9531
 Fax: (601) 973-9447
 Visit: www.devineyequipment.com

SOLD TO
 J00220 CITY OF JACKSON
 FINANCE DEPT
 P O BOX 17
 JACKSON, MS 39205

SHIP TO

Sold By: FRANK PO #: JAMES CALDWELL Date 9/25/20 RENTAL ER44505
 Ship By: Tax #:

Tax	D	Qty	Description	Price	Amount
			PERIODIC BILLING FROM 9/25/20 TO 10/22/20		
			CONTRACT #		
N			Contract # 007336		
N			RENTAL FLEET		
			UNIT: K30801 EXCAVATOR		5000.00
			MAKE: KUBOTA	MODEL: KX0804SR3	
			SERIAL#: 49020	DESCRIPTION: EXCAVATOR	
			DATE OUT: 9/22/20	DATE IN:	
N			UNIT: M31246 CUTTER		2000.00
			MAKE: DIAMOND	MODEL: DER050-H	
			SERIAL#: 27113	DESCRIPTION: CUTTER	
			DATE OUT: 9/22/20	DATE IN:	
			** TOTAL RENTAL FLEET		7000.00

RECEIVED

MAY 19 2021

CITY OF JACKSON
 FINANCE DIVISION

** SUBTOTAL 7000.00

X Charge Sale

Phone: (601) 960-1038

PAY THIS AMOUNT \$7000.00

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
RECOGNIZING AND SUPPORTING THE CELEBRATION OF FATHER’S DAY,
2021. (STOKES)**

WHEREAS, the idea of celebrating Father's Day grew from the thoughts of Sonora Dodd, a loving daughter from Spokane, whose father, Henry Jackson Smart, single-handedly raised her and five of her siblings following the death of her mother; upon attending a Mother’s Day Sermon in 1909, she felt that there should be a corresponding day to honor fathers; she worked relentlessly for years to bring Father’s Day to fruition; and

WHEREAS, the celebration of Father’s Day was begun in 1924 during the administration of former President Calvin Coolidge in order to establish a stronger bond between fathers and children; the idea gained momentum during WWII; President Lyndon B. Johnson proclaimed the third Sunday of June to be Father’s Day in 1966, with President Richard Nixon establishing a permanent national observance of Father's Day in 1972; and

WHEREAS, according to census data, there are approximately 70.1 million fathers in the U.S.; about 2 million are single fathers; and

WHEREAS, observance of Father's Day provides children the opportunity to express love and respect for their fathers; this act is vital to strengthening the father-child relationship and consequently in the emotional development of a child; as we confirm the important role of fathers in nurturing children and building a stronger society, the entire nation and world join the City of Jackson in recognizing and supporting the observance of Father’s Day.

THEREFORE, IT IS HEREBY RESOLVED, that the City Council of Jackson, Mississippi hereby recognizes and supports the observance of Father’s Day, 2021, as we wish for each father a Happy Father’s Day.

SO RESOLVED, this the 8th day of June, 2021.

Agenda Item # 22
Agenda Date: June 8, 2021
(STOKES)

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE 58TH ANNIVERSARY OBSERVANCE OF THE MEDGAR WILEY EVERS HOMECOMING. (STOKES)

WHEREAS, the Medgar Wiley Evers Homecoming activities will recognize the fifty-eighth anniversary of the assassination of Mr. Medgar Wiley Evers which occurred in Jackson, Mississippi on June 12, 1963; and

WHEREAS, Medgar Evers was field secretary for the NAACP in Mississippi, a civil rights advocate, and a trailblazer for voting rights and humanitarian efforts on behalf of poor and disenfranchised Mississippians; and

WHEREAS, the entire nation and world join the City of Jackson in recognizing and supporting the 58th Anniversary Observance of the Homecoming of native-born Mississippian, Medgar Wiley Evers.

THEREFORE, IT IS HEREBY RESOLVED, that the City of Jackson is hereby authorized to join the 58th Anniversary Observance of the Medgar Wiley Evers Homecoming.

SO RESOLVED, this the 8th day of June, 2021.

Agenda Item # 23
Agenda Date: June 8, 2021
(STOKES)

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF HONORING AND COMMENDING CALLAWAY HIGH SCHOOL CLASS OF 2021 VALEDICTORIAN CAMERON KHALIL YARBER.

WHEREAS, Cameron Khalil Yarber was born on February 20, 2003 to parents former City of Jackson Mayor Tony Yarber and Rosalind Neal Yarber; and

WHEREAS, Cameron has shown determination, grit, and unwavering resolve to complete high school with a 4.3 grade point average during a time of unusual and diverse circumstances; and

WHEREAS, Cameron should be commended and congratulated for being named Scholar Athlete of the Year 20-21, Mr. Callaway 20-21, as well as his induction into Callaway's Hall of Fame for community service and academic and scholarly excellence; and

WHEREAS, Cameron has been Captain of the Callaway Chargers Football Team for three consecutive years, served as Class President his 9th through 11th grade years, inducted as a Member of Phi Theta Kappa National Honor Society; and

WHEREAS, Cameron's additional extracurricular activities include Track & Field, Mock Trial and choir; and

WHEREAS, the governing authorities of the City of Jackson acknowledge that Cameron's accomplishments are exemplary and warrant recognition; and

WHEREAS, the City Council of Jackson, Mississippi wishes to extend its best wishes to Cameron and the Callaway High School 2021 Graduating Class as they embark on the next chapter of their lives.

NOW, THEREFORE, BE IT RESOLVED that Council President Aaron B. Banks and Council Vice President Charles Tillman, along with their Council Colleagues do hereby recognize and honor Cameron Khalil Yarber's achievements and wish to extend heartfelt congratulations and success in his future endeavors.

DONE, this 8th day of June 2021.

Agenda Item # 24
Agenda Date: June 8, 2021
(BANKS)

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
SUPPORTING THE CHANGE OF THE FORM OF GOVERNMENT FROM
“MAYOR-COUNCIL” TO “COUNCIL-CITY MANAGER.”**

WHEREAS, the City of Jackson, Mississippi was founded in 1821 at the site of a trading post situated on a bluff on the west bank of the Pearl River. The City of Jackson operated under a three-man commission form of government with the mayor and commissioners elected at large until a special election in 1984, when the citizens voted to replace the three-man commission form of government with a “mayor-council” form of government, under which the City of Jackson currently operates; and

WHEREAS, under Mississippi law, various forms of government are set by statute, and each municipality is free, within the options provided, to choose its particular form with the statutorily prescribed forms of government set forth as follows: (1) mayor-alderman; (2) commission; (3) council-manager; (4) mayor-council; and (5) council; and

WHEREAS, the City of Jackson, Mississippi has now operated under the mayor-council form of government for over 30 years. It is the belief of the Council that this current form of government is not properly serving its citizens, nor is it effectively serving to resolve the needs and concerns of the City as a whole. A change in the form of government from mayor-council to council-manager would relinquish the administrative duties of the mayor (an elected position) to a “city manager” (a hired position) who would have training and an expertise in managing a city.

THEREFORE, BE IT RESOLVED that the City Council of Jackson, Mississippi supports a change in the City of Jackson’s form of government from “mayor-council” to “council-city manager” and finds that such a change is in the best interest of the citizens in order to produce a more effective and dependable form of government.

Agenda Item #25
Agenda Date: June 8, 2021
(STAMPS)

