



REVISED

**SPECIAL MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
FEBRUARY 15, 2022
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT
INVOCATION

- 1. PASTOR JENNIFER BIARD OF JACKSON REVIVAL CENTER CHURCH**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

INTRODUCTION OF ORDINANCES

- 2. ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATION NEIGHBORHOOD SERVICES MANAGER FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT. (MARTIN, LUMUMBA)**
- 3. ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS CONTROLLER AND ASSISTANT CONTROLLER FOR THE DIVISION OF FINANCE IN THE DEPARTMENT OF ADMINISTRATION. (MARTIN, LUMUMBA)**
- 4. ORDINANCE AMENDING SECTION 2-336 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI TO ESTABLISH THE INFORMATION TECHNOLOGY DEPARTMENT. (MARTIN, LUMUMBA)**

REGULAR AGENDA

- 5. CLAIMS (HORTON, LUMUMBA)**
- 6. PAYROLL (HORTON, LUMUMBA)**
- 7. ORDER APPOINTING JOYCE DIXON-LAWSON TO THE HISTORIC PRESERVATION BOARD. (LUMUMBA)**
- 8. ORDER AUTHORIZING THE PURCHASE AND PROCUREMENT OF MUNICIPAL ELECTION SUPPORT FROM ELECTION SYSTEMS & SOFTWARE (ES&S) TO PROVIDE THE CITY OF JACKSON WITH TECHNICAL SUPPORT AND RELATED SERVICES DURING THE APRIL 5, 2022 SPECIAL ELECTION. (A.HARRIS, LUMUMBA)**

- 9. ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT WITH MAGNOLIA RECYCLING FOR THE DEPARTMENT OF MUNICIPAL-RECORDS MANAGEMENT FACILITY. (A. HARRIS, LUMUMBA)**
- 10. ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH 2°C MISSISSIPPI TO FACILITATE THE “GOING GREEN FOR A COOL HEALTHY JACKSON” PROJECT AND AUTHORIZING AN AMENDMENT TO CONSULTANT AGREEMENTS. (WRIGHT, LUMUMBA)**
- 11. ORDER AUTHORIZING THE SALE OF LOST, STOLEN, ABANDONED, AND MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON MARCH 19, 2022. (DAVIS, LUMUMBA)**
- 12. ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH EVIDENCE IQ AND THE JACKSON POLICE DEPARTMENTS TO PROVIDE BALLISTICS IMAGING. (DAVIS, LUMUMBA)**
- 13. ORDER AMENDING THE SEPTEMBER 28, 2021 ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CAPITAL CITY SECURITY INC. TO PROVIDE SECURITY SERVICES FOR THE CITY OF JACKSON EARLY CHILDHOOD DEVELOPMENT CENTERS TO REFLECT THE PROPER ENTITY AS CCSI INC., AND RATIFYING AND AUTHORIZING PAYMENT TO CCSI INC. FOR SERVICES RENDERED. (KIDD, LUMUMBA)**
- 14. ORDER RATIFYING PROCUREMENT OF SERVICES FROM CUSTOM CREATIONS, INC. OF MS D/B//A PONDEROSA FENCE AND GATE FOR MAINTENANCE SERVICES PROVIDED AT THE SMITH ROBERTSON MUSEUM AND CULTURAL CENTER AND AUTHORIZING PAYMENT TO SAID VENDOR. (WARD 7) (KIDD, LUMUMBA)**
- 15. ORDER AUTHORIZING THE DONATION OF MATCHING CONTRIBUTIONS TO VARIOUS ORGANIZATIONS FOR DEVELOPMENT AND SUPPORT OF ARTS AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS WITH VARIOUS ORGANIZATIONS. (KIDD, LUMUMBA)**
- 16. ORDER ACCEPTING SERVICES AND AUTHORIZING PAYMENT FOR SERVICES PROVIDED BY MOTOROLA SOLUTIONS INC FOLLOWING EXPIRATION OF AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL MAINTENANCE SERVICE AGREEMENT WITH MOTOROLA, INC FOR THE MAINTENANCE OF THE CITY OF JACKSON’S FIRE ALERTING SYSTEM FOR THE PERIOD FEBRUARY 15, 2022 THROUGH SEPTEMBER 30, 2022 (ALL WARDS) (OWENS, LUMUMBA)**
- 17. ORDER ACCEPTING SERVICES PROVIDED BY THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) IN CONDUCTING COURSE NFPA 1072 TO THE JACKSON FIRE DEPARTMENT. (ALL WARDS) (OWENS, LUMUMBA)**
- 18. ORDER AUTHORIZING THE MAYOR TO EXECUTE ONE (1) BUSINESS CLASS SERVICE ORDER AGREEMENT TO INSTALL COMCAST HIGH SPEED INTERNET WITH WI-FI AND CABLE SERVICE AT FIRE STATION 20 (NEW**

CONSTRUCTION) LOCATED AT 4445 MEDGAR EVERS BOULEVARD. (OWENS, LUMUMBA)

- 19. ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS. (HILLMAN, LUMUMBA)**
- 20. ORDER AUTHORIZING THE IMPLEMENTATION OF THE CONNECTJXN TRANSIT PLAN TO THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM, JTRAN. (HILLMAN, LUMUMBA)**
- 21. ORDER AUTHORIZING THE MAYOR TO PURCHASE PROFESSIONAL SERVICES FROM DIG CREATIVE SOLUTIONS FOR THE BUS WRAPPING OF SEVEN (7) 25 FEET TRANSIT BUSES FOR THE TRANSPORTATION SYSTEM (JTRAN). (HILLMAN, LUMUMBA)**
- 22. ORDER ACCEPTING AND APPROVING BUS STOPS EASEMENT FOR PUBLIC ACCESS FROM UNIVERSITY OF MISSISSIPPI MEDICAL CENTER. (HILLMAN, LUMUMBA)**
- 23. ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 3 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND MAX FOOTE CONSTRUCTION COMPANY, LLC, FOR THE SAVANNA WASTEWATER TREATMENT PLANT PHASE 1A IMPROVEMENTS, CITY PROJECT NUMBER 19B4001.701, SRF PROJECT NO. C280838-04. (WARD 7) (KING, LUMUMBA)**
- 24. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT BETWEEN THE CITY OF JACKSON AND TELEPAK NETWORKS, INC. (WARD 3) (KING, LUMUMBA)**
- 25. ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE TERRY ROAD REHABILITATION PROJECT, FEDERAL AID PROJECT NUMBER STP-7286-00(006) LPA/108074, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION. (KING, LUMUMBA)**
- 26. ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 2 TO THE SERVICE ADDENDUM TO THE MASTER UTILITY SERVICES AGREEMENT WITH SUSTAINABILITY PARTNERS LLC FOR AMI METER SERVICES. (ALL WARDS) (KING, LUMUMBA)**
- 27. ORDER ACCEPTING THE BID OF KEY, LLC, FOR CONSTRUCTION OF THE TERRY ROAD CANY CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NUMBER STP-7286-00(005) LPA/108071, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION. (WARDS 6 AND 7) (KING, LUMUMBA)**

28. ORDER AUTHORIZING A SINGLE SOURCE PROCUREMENT FROM GE DIGITAL, LLC FOR THE ANNUAL GLOBALCARE SUPPORT SOFTWARE MAINTENANCE TO THE PROFICY HMI/SCADA IFIX SOFTWARE SUITE FOR THE OPERATION OF THE CITY OF JACKSON'S POTABLE WATER WORKS. (ALL WARDS) (KING, LUMUMBA)
29. ORDER AUTHORIZING APPROVAL OF JACKSON REDEVELOPMENT AUTHORITY (JRA) EXPENSES. (ALL WARDS) (C.MARTIN, LUMUMBA)
30. ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN DELTA CONSTRUCTOR, INC. V. MISSISSIPPI BAPTIST MEDICAL CENTER, INC. AND THE CITY OF JACKSON, CAUSE NO. 19-777 IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI. (C. MARTIN, LUMUMBA)
31. ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)
32. ORDER AMENDING THE COUNCIL MEETING MINUTES FROM JULY 20, 2021 FOR ORDER ESTABLISHING THE ASSESSMENT FOR THE FONDREN BUSINESS IMPROVEMENT DISTRICT. (A. HARRIS, LUMUMBA)

DISCUSSION

33. DISCUSSION: ARPA SPENDING PLAN (LUMUMBA)
34. DISCUSSION: MS LEGISLATURE (JACKSON STATE UNIVERSITY NEW FOOTBALL STADIUM) (STOKES)
35. DISCUSSION: MS LEGISLATURE (CITY OF JACKSON FEDERAL FUNDS) (STOKES)
36. DISCUSSION: DISADVANTAGED BUSINESS ENTERPRISE (DBE AND MBE) (HARTLEY)
37. DISCUSSION: 911 (LEE)
38. DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

OFFICE
Martin Lumumba
COURNEY

**ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION
AND COMPENSATION PLAN TO ADD JOB CLASSIFICATION
NEIGHBORHOOD SERVICES MANAGER FOR THE DEPARTMENT
OF PLANNING AND DEVELOPMENT**

WHEREAS, the City of Jackson does not currently employ an individual whose primary function is dedicated to coordinating and facilitating the exchange of information among citizens, neighborhood associations, and the City; and

WHEREAS, the Director of the Department of Planning and Development advised the Department of Human Resources that there is a need to employ an individual for the purpose previously stated and create the classification; and

WHEREAS, the Director of the Department of Planning and Development believes that employing an individual dedicated to working with neighborhood organizations in the exchange of information and resources will improve the quality of life for the citizens of Jackson and promote development and redevelopment of neighborhoods in decline; and

WHEREAS, the Department of Human Resources conducted a study of municipalities in the Southeast and received information concerning personnel who performed similar function and developed a job description; and

WHEREAS, information was obtained from Montgomery, Alabama and Little Rock, Arkansas; and

WHEREAS, the tasks performed by the Neighborhood Services Manager classification for the City of Jackson will be as follows: (1) Foster collaborative relationships with community residents and neighborhood organizations; (2) Facilitates neighborhood and community-based problem-solving; (3) Meet with community leaders, neighborhood organizations, and citizens on neighborhood related issues; (4) Plan, develop, and organize neighborhood associations in community self-help activities; (5) Develop best practice materials for neighborhood organization self-help activities; (6) Create and maintain ongoing engagement platform with neighborhood organizations and citizens; (7) Participate in the development and implementation of the City of Jackson's Comprehensive Plan; (8) Conduct community information meetings, seminars, and in-house training on department programs and issues; (9) Participate in the development of policies and programs to address neighborhood needs and coordinate programs and services to improve communication, outreach, and support to neighborhoods; (10) Participate in the development and implementation of programs utilizing federal, state, and local funds.

WHEREAS, the Department of Human Resources also obtained information concerning the salary paid to individuals performing equivalent functions in Montgomery Alabama and Little Rock, Arkansas; and

WHEREAS, the information obtained revealed that the median salary paid for the position equivalent of the Neighborhood Services Manager was within the range of \$44,273.50-\$67,035.00; and

Agenda Item No #2 Agenda Date: (Martin, Lumumba)
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WHEREAS, the best interest of the City of Jackson would be served by adding the following position to the current pay plan: Neighborhood Services Manager classification at a salary comparable to the compensation paid by other Southeastern cities such as those cited; and

WHEREAS, it is recommended that the job class: Neighborhood Services Manager be added at range 31 with annual compensation being between \$51,588.24-62,385.12; and

WHEREAS, the Department of Planning and Development has informed the Department of Human Resources that addition of the position of Neighborhood Services Manager would not require a budget revision because there are sufficient funds in its existing budget to pay salary and benefits; and

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the Neighborhood Services Manager with a pay range of 31 (\$51,588.24-62,385.12) to be effective immediately.

OFFICE OF THE CLERK
JAN 10 2000
PLM

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Toya Martin, Director
Department of Human Resources

DATE: January 21, 2022

**RE: ORDINANCE AMENDING THE CITY OF JACKSON
CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB
CLASSIFICATION NEIGHBORHOOD SERVICES MANAGER FOR THE
DEPARTMENT OF PLANNING AND DEVELOPMENT**

CITIES SURVEYED								
Current Salary Range	Neighborhood Services Manager							
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Montgomery, Alabama	\$ 49,984.00	\$ 74,683.00	NA	NA	NA	NA	NA	NA
Little Rock, Arkansas	\$ 38,563.00 N/A	\$ 59,387.00 N/A	N/A	N/A	NA	NA	NA	NA
CITY OF JACKSON	NA	NA						
MEDIAN	\$ 44,273.50	\$ 67,035.00						
6 1/2% Above Median	\$ 47,151.28	\$ 71,392.28						
Nearest Pay Range	R31							
Step 1 of Nearest Pay Range	\$51,588.24-\$62,385.12							

Jordan Hillman, Director of Planning and Development, requested that the Department of Human Resources conduct a *salary* survey for the classification of Neighborhood Services Manager.

Purpose: This survey was conducted to review the organization, salary and duties of the Neighborhood Services Manager and make recommendations necessary for an efficient and effective operation.

Scope: The Southeastern Cities surveyed were: Little Rock, Arkansas and Montgomery, Alabama.

In an effort for the City to recruit the experience needed and compete with other jurisdictions, we are requesting that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the Neighborhood Services Manager with a range 31 (\$51,588.24-\$62,385.12) to be effective immediately.

If you have any questions or concerns, please feel free to contact me at 601-960-1327.

/tm

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 15, 2022

DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATION NEIGHBORHOOD SERVICES MANAGER FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government																																													
3.	Who will be affected	Department of Planning and Development																																													
4.	Benefits																																														
5.	Schedule (beginning date)	Upon approval by the council																																													
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide																																													
<input type="checkbox"/>	Action implemented by:																																														
<input type="checkbox"/>	§ City Department	Department of Human Resources																																													
7.	§ Consultant																																														
8.	COST	None																																													
<input type="checkbox"/>	Source of Funding																																														
<input type="checkbox"/>	§ General Fund																																														
<input type="checkbox"/>	§ Grant	Not applicable																																													
<input type="checkbox"/>	§ Bond																																														
9.	§ Other																																														
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
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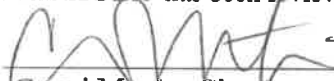
Office of the City Attorney

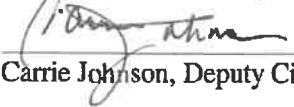
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
Carrie Johnson

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATION NEIGHBORHOOD SERVICES MANAGER** has been reviewed by me and is legally sufficient for adoption by the governing authorities.


Caterina Martin, City Attorney


Carrie Johnson, Deputy City Attorney

2/9/22
Date

2/7/2022
Date

OFFICE OF THE CITY ATTORNEY
[Signature]

ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS CONTROLLER AND ASSISTANT CONTROLLER FOR THE DIVISION OF FINANCE IN THE DEPARTMENT OF ADMINISTRATION

WHEREAS, the Department of Administration requested that the Department of Human Resources conduct a job analysis to create the classification, salary and job description of a Controller and Assistant Controller that is tailored to the Division of Finance in the Department of Administration; and

WHEREAS, the creation of these classifications is necessary to managing the financial resources of the City, conducting financial studies, and managing a complex accounting system; and

WHEREAS, the tasks performed by the Controller and Assistant Controller are to plan and direct the activities of the Finance Division, to include Accounting, Accounts Payable, and Payroll; and

WHEREAS, inquiries, for the classifications of Controller and Assistant Controller that are specific to the Finance Division, were submitted to the following Southeastern cities; Mobile, Alabama and Little Rock, Arkansas; and

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the position equivalent of the Controller was within the range of \$71,889.33-\$101,240.12; Assistant Controller was within the range of \$57,565.34-\$75,147.44; and

WHEREAS, the best interest of the City of Jackson would be served by adding the following classifications to the current pay plan: Controller; Assistant Controller classifications at a salary comparable to the compensation paid by other Southeastern cities such as those cited; and

WHEREAS, it is recommended that the job classifications: Controller be added as a pay range 33 with annual compensation being between \$56,655.12-\$68,560.08; Assistant Controller be added as a pay range 31 with annual compensation being between \$51,588.24-\$62,385.12; and

WHEREAS, the Department of Administration has informed the Department of Human Resources that addition of the classifications will not require a budget revision because there is sufficient monies in the existing budget to cover salaries and fringes for the classifications;

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the Controller with a pay range of 33 (\$56, 655.12-\$68, 560.08) and Assistant Controller with a pay range of 31 (\$51,588.24-\$62,385.12) to be effective immediately.

Agenda Item No#3
Agenda Date:
(Martin, Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
[Handwritten signature]

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS CONTROLLER AND ASSISTANT CONTROLLER** has been reviewed by me and is legally sufficient for adoption by the governing authorities.

[Handwritten signature]
Catori Martin, City Attorney

[Handwritten signature]
Carrie Johnson, Deputy City Attorney

2/9/22
Date

2/7/2022
Date

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Toya Martin, Director
Department of Human Resources

DATE: January 21, 2022

RE: **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS CONTROLLER AND ASSISTANT CONTROLLER FOR THE DIVISION OF FINANCE IN THE DEPARTMENT OF ADMINISTRATION**

CITIES SURVEYED								
Current Salary Range	Controller		Assistant Controller		Minimum	Maximum	Minimum	Maximum
	Minimum	Maximum	Minimum	Maximum				
Mobile, Alabama	\$ 61,432.65	\$ 86,478.23	\$ 56,258.23	\$ 71,546.58	NA	NA	NA	NA
Little Rock, Arkansas	\$ 75,326.00	\$ 116,002.00	\$ 59,872.45	\$ 78,748.29	NA	NA	NA	NA
	N/A	N/A	N/A	N/A	NA	NA	NA	NA
CITY OF JACKSON	NA	NA						
MEDIAN	\$ 71,889.33	\$ 101,240.12	\$ 57,565.34	\$ 75,147.44				
6 1/2% Above Median	\$ 76,562.13	\$ 107,828.72	\$ 61,387.09	\$ 80,032.82				
Nearest Pay Range	R33		R31					
Step 1 of Nearest Pay Range	\$56,655.12-\$68,560.08		\$51,588.24-\$62,385.12					

Laawanda Horton Director of Administration, requested that the Department of Human Resources conduct a *job analysis* for the creation of classifications of Controller and Assistant Controller

Purpose: This job analysis was conducted to review the organization, salary and duties of the Controller and Assistant Controller and make recommendations necessary for an efficient and effective operation.

Scope: The Southeastern Cities surveyed were: Little Rock, Arkansas and Mobile Alabama.

In an effort for the City to recruit the experience needed and compete with other jurisdictions, we are requesting that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the Controller with a pay range of 33 (\$56, 655.12-\$68, 560.08) and Assistant Controller with a pay range of 31 (\$51,588.24-\$62,385.12) to be effective immediately.

If you have any questions or concerns, please feel free to contact me at 601-960-1327.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 15, 2022

DATE

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1.	Brief Description/Purpose	ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS CONTROLLER AND ASSISTANT CONTROLLER FOR THE DIVISION OF FINANCE IN THE DEPARTMENT OF ADMINISTRATION								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government								
3.	Who will be affected	Department of Administration								
4.	Benefits									
5.	Schedule (beginning date)	Upon approval by the council								
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide								
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: § City Department § Consultant	Department of Human Resources								
8.	COST	None								
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding § General Fund § Grant § Bond § Other	Not applicable								
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	___

ORDINANCE AMENDING SECTION 2-336 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI TO ESTABLISH THE INFORMATION TECHNOLOGY DEPARTMENT

WHEREAS, the governing authorities of the City of Jackson, Mississippi, previously adopted an ordinance that established various departments within the City of Jackson and defined the functions of such departments; and

WHEREAS, it has been determined that the functions of various City departments and divisions that relate to information systems and telecommunications should be consolidated under a new department.

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 Information Technology (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~~, 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

Agenda Item No#4 Agenda Date: (Martin, Lumumba)

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 be responsible for record retention, 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.
- (11) *Information Technology.* The department of Information Technology shall perform all of the functions of information technology, information systems, office of publications and telecommunications.

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.

WHEREAS, the creation of the Department of Information Systems will require a budget revision; and

WHEREAS, funds must be transferred from the Department of Administration to the newly created Department of Information Systems; and

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

SECTION 1. Section 2-336 of the Code of Ordinances of the City of Jackson, Mississippi, shall be amended to read as follows:

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, fleet management, purchasing 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) *Human Resources.* The human resources department shall perform all human resources 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 be responsible for record retention, 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.

(11) *Information Technology.* The department of Information Technology shall perform all of the functions of information technology, information systems, office of publications and telecommunications.

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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 15, 2022

DATE

POINTS		COMMENTS					
1.	Brief Description/Purpose	ORDINANCE AMENDING SECTION 2-336 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI TO ESTABLISH THE INFORMATION TECHNOLOGY DEPARTMENT					
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government					
3.	Who will be affected	Department of Information Systems					
4.	Benefits						
5.	Schedule (beginning date)	Upon approval by the council					
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide					
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: § City Department § Consultant	Department of Human Resources					
8.	COST	None					
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding § General Fund § Grant § Bond § Other	Not applicable					
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 ___

ORDER APPOINTING JOYCE DIXON-LAWSON TO THE HISTORIC PRESERVATION BOARD.

WHEREAS, the Historic Preservation Board consists of seven (7) members and two (2) members-at-large that serve for a term of three (3) years; and

WHEREAS, Joyce Dixon-Lawson will represent Ward 5 on the Historic Preservation Boards; and

WHEREAS, Joyce Dixon-Lawson, a resident of Ward 5, after evaluation of her qualifications, has been appointed by the Mayor to fill said vacancy; and

IT IS THEREFORE ORDERED, the Mayor's appointment of Joyce Dixon-Lawson to the Historic Preservation Board be confirmed with said term to expire 10/31/2023.

Agenda Item No#7
Agenda Date:
(Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

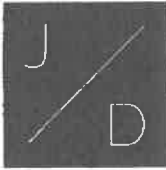
This order appointing Joyce Dixon-Lawson to the historic preservation board is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

2/10/22

DATE



JOYCE DIXON-LAWSON

PROFESSIONAL SUMMARY

Researching is my favorite skill that explains who I am. History and research reaches throughout your community. Every person and place has a historical connection and finding that connection is paramount to understanding the community. Once you understand your community, the desire to preserve it becomes an urgent desire.

SKILLS

- Public oriented
- Task prioritization
- Multitasking
- Recordkeeping
- Critical thinking
- Cultural awareness

EXPERIENCE

Curator of Research and Genealogy September 2017 - December 2020
Mississippi Department of Archives and History-Two Mississippi
Museums | Jackson, Mississippi

- Developed solid relationships with staff, customers, and vendors.
- Helped team handle high-volume work by prioritizing tasks and organizing supplies.
- Served patrons by going above-and-beyond to offer exceptional support for all needs.
- Research questions concerning people or artifacts associated with the Two Mississippi Museums.
- Act as a liaison between patron wanting to donate artifacts to the museums and MDAH's collections divisions.
- Answer genealogy questions and host genealogical workshops.

Outreach Coordinator January 2013 - September 2017
Mississippi Department of Archives and History-Archives and Records
Services | Jackson, Mississippi

- Promoted mission with effective educational materials, including brochures, social media updates, and news releases.
- Engaged potential participants in conversation one-on-one and with group talks.
- Represented program at special events and conferences, giving professional presentations highlighting options and benefits.
- Enhanced community awareness of program's offerings by spearheading multiple events each year.
- Serve as reference librarian, handling written and face to face queries concerning Mississippi history.

Historian January 1988 - January 2014
Mississippi Department of Archives and History-Archives and Records
Services | Jackson, Mississippi

- Focused research efforts on specific places, time periods, and events.
- Conducted historical presentations to staff and public organizations.
- Collaborated with subject matter experts to date artifacts and determine relevance of data.
- Utilized artifacts and research to interpret data and determine significance.

- Researched topics as directed by supervisor.
- Reference librarian.
- Serials and newspaper librarian.

EDUCATION

M.A. in History Jackson State University, Jackson, Mississippi	May 2016
B.A. in History Jackson State University, Jackson, Mississippi	May 1993
Certificate State of Mississippi Certified Public Supervisory, Jackson, Mississippi	May 2012

AFFILIATIONS

Board member for the Mississippi Historical Society.
Worthy Matron for Mariah Jefferson Chapter Order of Eastern Star
Grand Historian for Electra Grand Chapter, OES
Mother Advisor of Charity Circle, Order of Sunbeams
Organizer of the African American Historical & Genealogy Society of Mississippi

ORDER AUTHORIZING THE PURCHASE AND PROCUREMENT OF MUNICIPAL ELECTION SUPPORT FROM ELECTION SYSTEMS & SOFTWARE (ES&S) TO PROVIDE THE CITY OF JACKSON WITH TECHNICAL SUPPORT AND RELATED SERVICES DURING THE APRIL 5, 2022 SPECIAL ELECTION.

2/17/2022
A.Y.M.

WHEREAS, pursuant to Section 21-33-553(3) of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi ("City of Jackson"), shall conduct a special election to create a special local improvement assessment district for Belhaven and Belhaven Heights; and

WHEREAS, the Municipal Clerk and Municipal Election Commissioner for Ward 7 is preparing for said election; and

WHEREAS, the date of for the Special Election will be April 5, 2022, at participating polling locations; and

WHEREAS, the Municipal Clerk and the Municipal Election Commissioner for Ward 7 determined that municipal election support is necessary to conduct said special election properly; and

WHEREAS, ES&S has proposed to provide Election Technician Support, ElectionWare Election Definition Coding and Support, and Ballot on Demand Rental to assist the City of Jackson with carrying out said special election; and

WHEREAS, ES&S will provide municipal support services in an amount not to exceed Two Thousand Nine Hundred, Eighty-Five Dollars and No Cents (\$2,985.00).

IT IS THEREFORE ORDERED that the Mayor is hereby authorized to purchase and procure municipal election support from ES&S to provide technical support and related services to the City of Jackson, at a cost not to exceed Two Thousand Nine Hundred, Eighty-Five Dollars (\$2,985.00).

Agenda Item:
Date: February 15, 2022
By: (A. Harris, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 2, 2022
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	To provide technical support for a Special Election to create a special local assessment improvement district for Belhaven and Belhaven Heights																																													
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																																														
3. Who will be affected	Residents of Belhaven and Belhaven Heights																																													
4. Benefits																																														
5. Schedule (beginning date)	Upon Approval																																													
6. Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 7																																													
<input type="checkbox"/> <input type="checkbox"/> 7. Action implemented by: ■ City Department ■ Consultant	Department of Municipal Clerk																																													
8. COST	\$2,985.00																																													
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9. Source of Funding ■ General Fund ■ Grant ■ Bond ■ Other	Fr. 001-428-20-6419																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>																																						
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>																																						
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>																																						
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>																																						
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>																																						

Revised 2-04

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE PURCHASE AND PROCUREMENT OF MUNICIPAL ELECTION SUPPORT FROM ELECTION SYSTEMS & SOFTWARE (ES&S) TO PROVIDE THE CITY OF JACKSON WITH TECHNICAL SUPPORT AND RELATED SERVICES DURING THE APRIL 5, 2022 SPECIAL ELECTION** is legally sufficient for placement in NOVUS Agenda.



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

2/9/22

DATE

APPROVED
2/8/22
A.M.



ES&S ELECTION Systems & Software

January 24th, 2022

Re: 2022 Municipal Election Support

Quote # - 1266

Angela Harris (City Clerk)

219 South President Street

Post Office Box 17

Jackson, MS 39205-0017

Phone (601) 960-1035

Fax (601) 960-1032

email - aharris@city.jackson.ms.us

Dear Ms. Harris,

ES&S is pleased to offer to you the following pricing for 2022 Municipal Election Support.

April 5th. Special Election Support

Election Technician Support

ElectionWare Election Definition Coding and Support

Ballot on Demand Rental

Total - \$2,985.00

1. Pricing is valid for 60 days.
2. Price includes all travel and expenses.
3. All Sales, Services and Licenses are subject and bound to the terms and conditions of ES&S.
4. Any applicable sales taxes have not been included in pricing and are the responsibility of the customer.

Thank you again for the opportunity to quote your Municipal election support. We would ask that you please approve this proposal by signing and returning so that we can secure the necessary resources needed to support this service. Please feel free to call with any questions you might have pertaining to this proposal.

Sincerely,



Bill Lowe
Election Systems & Software
State of Mississippi
5738 Hwy 80 West Suite C
Jackson, MS 39209
Phone - 601-922-2476
Cell - 601-497-4769
Fax - 601-922-8475

Election Official Approval

"Maintaining Voter Confidence. Enhancing the Voting Experience."

ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICES AGREEMENT WITH MAGNOLIA RECYCLING FOR THE DEPARTMENT OF MUNICIPAL CLERK-RECORDS MANAGEMENT FACILITY.

OFFICE OF THE CITY ATTORNEY
2/15/2022

WHEREAS, pursuant to Section 21-15-37 of the Mississippi Code of 1972, as amended, the governing authorities of the City of Jackson, Mississippi, has the power and authority, in its discretion, to destroy or dispose of any records, documents, files, or papers, which are not required by law to be kept and preserved, or which is not desirable or necessary to keep and preserve in accordance with a records control schedule approved by the Local Government Records Committee; and

WHEREAS, on October 13, 2020, the City Council of Jackson, Mississippi, passed a resolution adopting a Revised City-wide retention schedule within the City of Jackson; and

WHEREAS, based on that adopted schedule, the Department of Municipal Clerk-Records Management Facility, City of Jackson, Mississippi ("City of Jackson"), needs disposing of shredded materials; and

WHEREAS, Magnolia Recycling, located at 4643 Medgar Evers Blvd, has proposed the removal of bags of shredded materials; and

WHEREAS, Magnolia Recycling will provide 4x4x4 collapsible bins not to exceed 20 bins for bags of shredded materials at no cost for the Records Management facility, located at 2525 Robinson Road, and will pick up bins when at least nine (9) to ten (10) bins are full at the request of the City of Jackson; and

WHEREAS, Magnolia Recycling proposes a 12-month agreement commencing on March 1, 2022, through February 28, 2023, with an option to renew.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to execute a services agreement with Magnolia Recycling to remove shredded materials from the Department of Municipal Clerk-Records Management Facility for a 12-month term commencing on March 1, 2022 through February 28, 2023, with an option to renew at no cost to the City of Jackson.

Agenda Item:
Date: 2/15/2022
By: A. Harris, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 7, 2022
DATE

POINTS		COMMENTS						
1.	Brief Description/Purpose	The removal of shredded material from the Department of Municipal Clerk-Records Management Facility at no cost to the City.						
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 	This item will allow for the Department of Municipal Clerk-Records Management Facility to have shredded materials removed from the facility						
3.	Who will be affected	Department of Municipal Clerk-Records Management Facility						
4.	Benefits							
5.	Schedule (beginning date)	March 1, 2022 thru February 28, 2023						
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	2550 Robinson Rd.						
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Municipal Clerk-Records Management Facility						
8.	COST	\$0						
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant ▪ Bond ▪ Other 	N/A						
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>



M E M O R A N D U M

Department of Municipal Clerk
(601) 960-1035

TO: Honorable Chokwe Antar Lumumba, Mayor
FROM: Angela Harris, City Clerk *AH*
DATE: February 3, 2022
RE: **Services Agreement with Magnolia Recycling**

Section 39-5-9, Mississippi Code of 1972, as amended provides a procedure whereby certain public records which have served their purpose are no longer required may be destroyed, and the destruction of said records will not interfere with the services and functions of the City.

The majority of City records are stored and destroyed at the end of retention at the Records Management Facility located at 2550 Robinson Road. Whereby, after the destruction of said records, there is no way to remove shredded materials from that location.

Magnolia Recycling has agreed to remove shredded materials from the Records Management Facility at no cost to the City for a 12-month term with an option to renew.

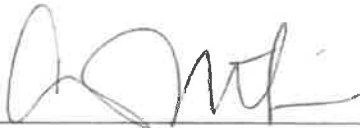
Please feel free to contact me at (601) 960-1137 with any additional questions.

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 SERVICES AGREEMENT WITH MAGNOLIA RECYCLING FOR DEPARTMENT OF MUNICIPAL CLERK-RECORDS MANAGEMENT FACILITY** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
Sondra Moncure, *Deputy City Attorney*

S.M.

2/9/22
DATE

OFFICE OF THE CITY ATTORNEY
A.M.
2/9/22

**AGREEMENT BY AND BETWEEN MAGNOLIA RECYCLING
AND THE CITY OF JACKSON, MISSISSIPPI**

AGREEMENT

In consideration of the mutual covenants and promises hereinafter set forth, and in exchange for the other good and valuable consideration, the receipt and sufficiency of all of which hereby acknowledged, the City of Jackson and Magnolia Recycling agree as follows:

A. DEFINITIONS

1. Magnolia Recycling– Cameron Burwell, Owner, Magnolia Recycling of Jackson, Mississippi.
2. City of Jackson, Mississippi–“City”.

B. TERM

The term of this contact will be for a 12 months agreement beginning March 1, 2022, and ending February 28, 2023 with an option to renew.

C. Scope of Services

The following reflects the scope of services to be performed by Magnolia Recycling:

1. Magnolia Recycling shall provide 4x4x4 collapsible bins not to exceed 20 bins for bags of shredded material at no cost for the Records Management facility located at 525 Robinson Road.
2. Magnolia Recycling will pick up bins when at least 9-10 bins are full at the request of the city.

D. FEES

The City of Jackson agrees.

INDEPENDENT CONTRACTOR

The City and the Magnolia Recycling agree that Magnolia Recycling is an independent contractor and not an employee of the City of Jackson.

E. REQUIRED INSURANCE

The Magnolia Recycling shall obtain and maintain professional liability insurance at all times during the term of this agreement.

I. TERMINATION BY THE MAGNOLIA RECYCLING AND THE CITY OF JACKSON

If the parties wish to cancel this agreement prior to the expiration of the contract term and for any other reason(s) than for the cause as delineated below, sixty (60) days written notice shall be provided to the other party.

J. TERMINATION BY THE CITY OF JACKSON FOR CAUSE

The City of Jackson shall have the right to immediately cancel and terminate this agreement in its entirety if Magnolia Recycling defaults in the performance of, or otherwise fails or neglects to perform or observe, any of the terms, provisions, conditions, obligations, or covenants under this agreement.

K. CLAUSE OR PROVISION

If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. This contract shall be governed by the laws of the State of Mississippi. This contract constitutes the entire agreement between the parties relating to the terms of the contract of Magnolia Recycling and shall not be assignable by either party without consent of the other except that it will inure to the benefit of and shall bind any entity that shall be a successor in interest to the City

WITNESS the signatures of the undersigned after being duly authorized this, the ____ day of _____, 2022.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe Antar Lumumba
Mayor

ATTEST

City Clerk

MAGNOLIA RECYCLING

BY: _____
Cameron Burwell, Owner
4643 Medgar Evers Blvd.
Jackson, MS. 39213

OFFICE OF THE CITY ATTORNEY
K. B. W. / J. P. W.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH 2°C MISSISSIPPI TO FACILITATE THE "GOING GREEN FOR A COOL HEALTHY JACKSON" PROJECT AND AUTHORIZING AN AMENDMENT TO CONSULTANT AGREEMENTS.

WHEREAS, on October 27, 2020, the governing authorities authorized the Mayor to accept a grant award in the amount of \$475,549.00 from the Robert Wood Johnson Foundation to fund the "Going Green for a Cool Healthy Jackson" project to adapt nature-based solutions to address the urban heat-island effect in Jackson, Mississippi for the term beginning November 1, 2020, and ending April 30, 2023; and

WHEREAS, the main goal of the project is to reduce mortality and prevent illness associated with urban heat island effects in Jackson, Mississippi, while providing a range of social, economic, cultural and ecological co-benefits for the most at-risk City of Jackson residents; and

WHEREAS, by Order entered on January 19, 2021, the governing authorities authorized the Mayor to enter into consultant agreements with Dr. Vivek Shandas, Mr. John Cooper, Ms. Anna Marandi, Dr. Berniece Herbert, Dr. Dominika Parry, Dr. Alan Penman and Multiplier for the term beginning November 1, 2020, and ending April 30, 2023, to provide various professional services for the project; and

WHEREAS, after said Order was entered, the Robert Wood Johnson Foundation agreed to amend the "Going Green for a Cool, Healthy Jackson grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract funds to 2°C Mississippi; and

WHEREAS, by Order entered on September 28, 2021, the governing authorities authorized the Mayor to execute an amendment to the Robert Wood Johnson Foundation "Going Green for a Cool Healthy Jackson" grant award to allow the City of Jackson to subcontract the grant award to 2°C Mississippi such that 2°C Mississippi would facilitate said project for the remainder of the grant term; and

WHEREAS, to date, the City has received \$382,472 in grant funds from the Robert Wood Johnson Foundation and will receive the remaining amount of \$93,077 funds in 2023; and

WHEREAS, the City will keep \$22,646 of the grant funds from the Robert Wood Johnson Foundation for indirect costs; and

WHEREAS, the City of Jackson Chief Administrative Officer recommends the Mayor execute a professional services agreement with 2°C Mississippi, 116 Summerlake Drive, Ridgeland, Mississippi 39157, an organization founded by Dr. Dominika Parry that is purposed with building environmentally and economically sustainable communities, municipalities and businesses in Mississippi, to facilitate the project for the remainder of the grant term beginning January 5, 2022, and ending April 30, 2023, in the amount \$393,976.50 (\$452,903 minus \$58,926.50 which has been paid by the City to consultants to date).

Agenda Item No#10
Agenda Date: February 15, 2022
(Wright, Lumumba)

WHEREAS, under the amendment to the grant agreement, 2°C Mississippi will compensate the consultants using grant funds transferred from the City of Jackson; and

WHEREAS, the Chief Administrative Officer recommends the Mayor amend the consultant agreements with Dr. Vivek Shandas, Anna Marandi, Dr. Berneece Herbert, Dr. Dominika Parry, and UMMC to reflect that the consultants will be paid by 2°C Mississippi.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to amend the consultant agreements with Dr. Vivek Shandas, Ms. Anna Marandi, Dr. Berneece Herbert, Dr. Dominika Parry, UMMC, and Multiplier.

IT IS FURTHER ORDERED, that the Mayor is authorized to execute a professional services agreement with 2°C Mississippi, to facilitate the “Going Green for a Cool, Healthy Jackson” project for the remainder of the grant term beginning February 1, 2022, and ending April 30, 2023, in the amount of \$393,976.50 (\$452,903 minus \$58,926.00 which has been paid by the City to consultants to date.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 1/25/2022

	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH 2° C MISSISSIPPI TO FACILITATE THE "GOING GREEN FOR A COOL HEALTHY JACKSON" PROJECT AND AUTHORIZING AN AMENDMENT TO CONSULTANT AGREEMENTS.
2.	Purpose	Provide a range of social, economic, cultural and ecological co-benefits for the most at-risk City of Jackson Residents.
3.	Who will be affected	Citizens of Jackson.
4.	Benefits	Address the urban heat-island effect in Jackson, Mississippi
5.	Schedule (beginning date)	February 1, 2022- April 30, 2023
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	City-wide
7.	Action implemented by: City Department <u> X </u> Consultant _____	CAO
8.	COST	
9.	Source of Funding General fund _____ Grant <u> X </u> Bond _____ Other _____	Grant Funds - \$393,976.50 - Robert Wood Johnson Foundation
10.	E. B.O. Participation	ABE _____ % WAIVER _____ yes _____ no _____ N/A _____ AABE _____ % WAIVER _____ yes _____ no _____ N/A _____ WBE _____ % WAIVER _____ yes _____ no _____ N/A _____ HBE _____ % WAIVER _____ yes _____ no _____ N/A _____ NABE _____ % WAIVER _____ yes _____ no _____ N/A _____

MEMORANDUM

TO: Mayor, Chokwe A. Lumumba

FROM: Louis Wright
Chief Administrative Officer

DATE: January 25, 2022

RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH 2°C MISSISSIPPI TO FACILITATE THE “GOING GREEN FOR A COOL HEALTHY JACKSON” PROJECT AND AUTHORIZING AN AMENDMENT TO CONSULTANT AGREEMENTS.

The attached agenda item authorizes the Mayor to amend the consultant agreements with Dr. Vivek Shandas, UMMC, Ms. Anna Marandi, Dr. Berneece Herbert, Dr. Dominika Parry, and Multiplier, and to execute a professional services agreement with 2C° Mississippi, 116 Summerlake Drive, Ridgeland, Mississippi 39157, an organization founded by Dr. Dominika Parry that is purposed with building environmentally and economically sustainable communities, municipalities and businesses in Mississippi, to facilitate the “Going Green for a Cool, Healthy Jackson” project for the remainder of the grant term beginning February 1, 2022, and ending April 30, 2023, in the amount of \$393,976.50 (\$452,903 minus 58,926.50 paid to consultants to date).

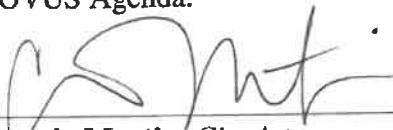
On October 27, 2020, the Jackson City Council authorized the Mayor to accept a grant award in the amount of \$475,549.00 from the Robert Wood Johnson Foundation to fund the “Going Green for a Cool Healthy Jackson” project. Thereafter, on January 19, 2021, the Jackson City Council authorized the Mayor to enter into consultant agreements with various persons, including Dr. Vivek Shandas, Ms. Anna Marandi, Dr. Berneece Herbert, Dr. Dominika Parry, Dr. Alan Penman and Multiplier for the term beginning November 1, 2020, and ending April 30, 2023, to provide various professional services needed to facilitate the “Going Green for a Cool, Healthy Jackson” project. Additionally, on September 28, 2021, the Jackson City Council authorized the Mayor to execute an amendment to the Robert Wood Johnson Foundation “Going Green for a Cool Healthy Jackson” grant award to allow the City of Jackson to subcontract the grant award to 2C Mississippi.


Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-2756

OFFICE OF THE CITY ATTORNEY


This ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH 2 C MISSISSIPPI TO FACILITATE THE "GOING GREEN FOR A COOL HEALTHY JACKSON" PROJECT AND AUTHORIZING AN AMENDMENT TO CONSULTANT AGREEMENT is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Keyona Stewart, Deputy City Attorney 

1/26/22

DATE

OFFICE OF THE CITY ATTORNEY


50 College Road East
Princeton, NJ 08540-6614
Tel. 609 683-8400 (7953)
www.rwjf.org



Robert Wood Johnson Foundation

AMENDMENT TO GRANT AGREEMENT

THIS AMENDMENT TO GRANT AGREEMENT (this "Amendment") is made as of the 9th day of September 2021, and supplements and amends the Grant Agreement between the Robert Wood Johnson Foundation (the "Foundation," "we" or "us") the City of Jackson Mississippi ("Grantee" or "you") regarding grant number 78017 (the "Grant Agreement"). Unless otherwise defined in this Amendment, capitalized terms have the meanings ascribed to them in the Grant Agreement.

WHEREAS, the Foundation and Grantee have agreed to amend the terms of the Grant Agreement to modify the approved budget;

NOW, THEREFORE, in consideration of the foregoing, it is hereby agreed that:

1. The approved budget is replaced with the attached budget and budget narrative. As outlined in the attached budget, you are permitted to subcontract or subgrant funds to 2C Mississippi Toward Sustainable Educated & Empowered Mississippi ("2CM").
2. Except as modified in accordance with this amendment, all terms and conditions of the Grant Agreement are hereby ratified.

The foregoing is hereby accepted and agreed to as of the date stated above.

Robert Wood Johnson Foundation

By: 
E72808083C04498

William Roell
Chief Financial Officer and Treasurer

City of Jackson Mississippi

By: 
C80C6347297345D 9/9/2021

Chokwe Antar Lumumba
Mayor

Attachment: Revised Budget and Budget Narrative

Award 78017 New Budget

	Year 1	Year 2	Year 3	Total
2CM	\$ 70,020.00	\$ 63,252.00	\$ 30,376.00	\$ 163,648
Contracts (Managed by 2CM)	\$ 49,800.00	\$ 49,800.00	\$ 24,900.00	\$ 124,500
Consultants (Managed by 2CM)	\$ 64,450.00	\$ 64,450.00	\$ 35,855.00	\$ 164,755
Total Purchased Services (to 2CM)	\$ 184,270.00	\$ 177,502.00	\$ 91,131.00	\$ 452,903
Indirect Costs (City of Jackson)	\$ 9,214	\$ 8,875	\$ 4,557	\$ 22,646
Totals	193,484	186,377	95,688	\$ 475,549

Global Ideas for U.S. Solutions: Cities Taking Action to Address Health, Equity, and Climate Change

Budget Narrative

Project Title: Adapting nature-based solutions from Spain, Cuba, and Japan to address the urban-heat-island effect in Jackson, Mississippi FW: 78017

Project Director Name: Dr. Dominika Parry

Legal Name of Applicant Organization: City of Jackson, Mississippi

Personnel Costs									
Name	Title	Role	Base Salary	FTE Percentage	Salary			In-Kind Funding	Requested Funding
					Year 1	Year 2	Year 3		
Marlin King	City of Jackson Administrator	Principal Investigator and City's Liaison	\$150,000	0.10	\$15,000	\$15,000	\$7,500	\$37,500	\$0
Requested Funding Total									\$0

Contractor Name	2C Mississippi								
Scope of Work	<ul style="list-style-type: none"> • Oversee the project's vision, design, strategies, partner coordination and project implementation • Hire and oversee work of subcontractors to conduct community co-creation process (One Voice) • Hire and oversee work of subcontractors to conduct architectural design for project interventions (Carbon Office, LLC; Jackson State University, Planning Department; Mississippi State University, School of Architecture) • Hire and oversee work of a part time staff manager to assist with all project needs • Coordinate work and provide compensation to the project consultants (CAPA Strategies, Kurt Shickman from the Global Cool Cities Alliance; Dr. Alan Penman from the University of Mississippi Medical Center; Prof. Berniece Herbert from the Planning Department, Jackson State University; Anna Marandi from the National League of Cities) • Coordinate and reimburse all travel expenses incurred by the 2cC Mississippi' staff, partners and consultants, as specified in the "Grant Agreement" provided by the RWJF 								
Deliverables	<ul style="list-style-type: none"> • Provide at least quarterly communication with the Robert Wood Johnson Foundation • Provide annual finance report and progress reports to the RWJF • Fulfill all the grant obligation as described the "Grant Agreement" provided by the RWJF 								
Total Cost	\$163,648								

Cost Calculation	Name	Role	Base Salary	FTE %	Hourly wage	Number hours	Salary			Total
							Year 1	Year 2	Year 3	
	Dr. Dominika Parry	Project Director and Co-PI	124,800	25	60	1250	\$30,000	\$30,000	15,000	\$75,000
	2C Mississippi Staff	Program Manager	52,000	23	25	1200	\$12,000	\$12,000	\$6,000	\$30,000
	2C Mississippi Staff	Bookkeeper								\$6,881

2C Mississippi - Other Direct Costs

Amount

Supplies (paper, file folders, writing utensils, large workshop post-it boards, and markers)	\$350
Printing/Duplicating	\$250
Postage	\$50
Software	\$150
Staff Training	\$200
Other Misc. Costs	\$2,817
Total	\$3,817

2C Mississippi - Travel to RWJF Meetings

Team Member	Meeting Type	Travel Items			Total Travel per Team Member
		Year 1	Year 2	Year 3	
Anna Marandi	Airfare and lodging for Jackson team meetings	1,500	1,500	1,500	\$4,500
Viviek Shandas	Airfare and lodging for Jackson team meetings	1,500	1,500	1,500	\$4,500
Alan Penman	Domestic Travel for RWJF peer learning workshop	800			\$800
Dominika Parry	Domestic Travel for RWJF peer learning workshop	800			\$800

2C Mississippi - Travel to RWJF Meetings

Team Member	Meeting Type	Travel Items				Total Travel per Team Member
Anna Marandi	Domestic Travel for RWJF peer learning workshop	800				\$800
Marlin King	Domestic Travel for RWJF peer learning workshop	800				\$800
Vivek Shandas	Domestic Travel for RWJF peer learning workshop	800				\$800
Alan Pennan	Domestic Travel for Grantee Meeting	800				\$800
Dominika Parry	Domestic Travel for Grantee Meeting	800				\$800
Anna Marandi	Domestic Travel for Grantee Meeting	800				\$800
Marlin King	Domestic Travel for Grantee Meeting	800				\$800
Alan Pennan	International Travel for peer learning workshop		1,500			\$1,500
Dominika Parry	International Travel for peer learning workshop		1,500			\$1,500
Anna Marandi	International Travel for peer learning workshop		1,500			\$1,500
Marlin King	International Travel for peer learning workshop		1,500			\$1,500
Vivek Shandas	International Travel for peer learning workshop		1,500			\$1,500
Travel Totals		\$10,200	\$10,500		\$3,000	\$23,700

2C Mississippi - Meeting Expenses	Justification			Costs
	Year 1	Year 2	Year 3	
Meetings for Project Team	1,000	1,000	1,000	\$3,000.00
Food for Workshop Participants	1,500	1,000	500	\$3,000.00

2C Mississippi - Meeting Expenses		Justification		Costs
Total Workshop/Meeting Cost			\$2,500.00	\$2,000.00
				\$1,500.00
				\$6,000.00

2C Mississippi - Polls and Surveys		Justification		Cost
Stipends for Workshop Participants	A total of twelve workshops in two different locations are envisioned. Workshop participants will receive a stipend of \$50 each and each workshop will convene twenty participants. Workshop sessions will be facilitated by One Voice, however the costs articulated below will fund stipends, food.			
	Year 1	Year 2	Year 3	
	6 Workshop Sessions (3 workshops per 2 locations) 25 Participants 150 Stipends \$7,500	4 Workshop Sessions (2 workshops per 2 locations) 25 Participants 100 Stipends \$5,000	2 Workshop Sessions (1 workshop in 2 locations) 25 Participants 50 Stipends \$2,500	
	In-Kind Contribution from the Jackson State University			\$0
Workshop Space				\$15,000
Polls and Surveys Total				\$15,000

2C Mississippi - Equipment	Number of Items	Justification	Cost
iPads	5	5 iPads to use for documentation of workshop groups (voice recording, video camera, and facilitation notes)	\$2,000
iPad external microphones	5	Microphone for workshop recording. Due to social distancing for COVID-19, our experience has revealed a need for high-quality microphones for session recording and note taking.	\$1,250
Equipment Total			\$3,250

2C Mississippi - Consultants/Contractors

2C Mississippi - Sub-Contractor Name	One Voice Mississippi
Scope of Work	<ul style="list-style-type: none"> • Create and deliver communications strategy • Create and deliver marketing strategy • Coordinate community engagement sessions • Assessment of community engagement
Deliverables	<ul style="list-style-type: none"> • Communications strategy • Marketing strategy • Community engagement sessions • Community engagement assessment document
Total Cost	\$62,500
Cost Calculation	<ul style="list-style-type: none"> • Communications strategy - \$10,000 • Marketing strategy - \$10,000 • Community engagement sessions - \$40,000 • Community engagement assessment document - \$2,500

2C Mississippi - Sub-Contractor Name	Carbon Office, LLC
Scope of Work	<ul style="list-style-type: none"> • Assist with site selection: research, discovery, GIS mapping and data visualization • Develop and maintain project website and social media start-up • Participate in community meetings • Co-develop green infrastructure solutions with assistance from JSU, MSU and community members • Develop project photography (Capturing the story of urban heat island effect on Jackson)
Deliverables	<ul style="list-style-type: none"> • Green Infrastructure Precedent Tool Kit • Conceptual Master Plan • Functional Diagrams • Sustainable System Plans • Perspective Renderings • Elevations and Section Drawings

	<ul style="list-style-type: none"> • Design Communication Signage • Calculations of System Performance • Project Implementation Costs Analysis • Technical Drawing Sets (subcontracting engineering and architecture firm for city site plan review and project permitting)
Total Cost	\$42,000
Cost Calculation	<ul style="list-style-type: none"> • Project Startup, Research, Analysis, Brand - \$17,000 • Designing the Green Infrastructure System - \$25,000

2C Mississippi - Sub-Contractor Name	Jackson State University, Department of Urban Planning Department
Scope of Work	<ul style="list-style-type: none"> • Under Prof. Berniece Herbert's oversite students will develop educational materials for community, neighborhood leaders and advocates on the principles and practices of green infrastructure and the advantages of green infrastructure to mitigate heat and improve community livability in Jackson • Under Prof. Berniece Herbert's oversite students will assist with site selection • Under Prof. Berniece Herbert's oversite students will co-developing green infrastructure solutions
Deliverables	<ul style="list-style-type: none"> • Educational materials for community outreach about green infrastructure • Students' presentation about green infrastructure solutions • Technical drawings of partial solutions
Total Cost	\$10,000
Cost Calculation	<ul style="list-style-type: none"> • Students' workshop participation - \$5,000 • Co-designing the Green Infrastructure System - \$5,000

2C Mississippi - Sub-Contractor Name	Mississippi State University, School of Architecture
Scope of Work	<ul style="list-style-type: none"> • Under Prof. Jason Callender's oversite students will develop educational materials for community, neighborhood leaders and advocates on the principles and practices of green infrastructure and the advantages of green infrastructure to mitigate heat and improve community livability in Jackson • Under Prof. Jason Callender's oversite students will assist with site selection • Under Prof. Jason Callender's oversite students will co-developing green infrastructure solutions
Deliverables	<ul style="list-style-type: none"> • Educational materials for community outreach about green infrastructure • Students' presentation about green infrastructure solutions • Technical drawings of partial solutions
Total Cost	\$10,000

Cost Calculation	<ul style="list-style-type: none"> • Students' workshop participation - \$5,000 • Co-designing the Green Infrastructure System - \$5,000
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2C Mississippi - Consultant Name	Base Salary	FTE %	Hourly wage	Number hours	Consultant Annual Compensation			Consultant Totals
					Year 1	Year 2	Year 3	
Anna Marandi	124,000	14	\$60	750	18,000	18,000	9,000	\$45,000
Dr. Alan Penman	124,000	14	\$60	750	\$18,000	\$18,000	\$9,000	\$45,000
Dr. Vivek Shandas	124,000	14	\$60	750	\$18,000	\$18,000	\$9,000	\$45,000
Dr. Bernece Herbert	114,000	6	\$55	360	6,600	6,600	6,600	\$19,800
Kurt Shickman	114,000	4	\$55	181	3,850	3,850	2,255	\$9,955
Consultant Total					\$64,450	\$64,450	\$35,855	\$164,755

Anna Marandi is a Senior Specialist of Climate and Sustainability at the National League of Cities (NLC), overseeing the LCR program. She provides customized technical assistance on climate resilience and captures these stories for other communities to learn from and replicate. Anna will serve as a coordinator and thought partner and will ensure that Jackson's lessons learned, and successes have a home on the NLC platform through blogs, workshops, webinars, and other events. Anna will leverage her extensive professional network and that of NLC to connect with other elected officials, municipal staff, community leaders, and expert practitioners as needed. As the CHJ project advances, Anna will ensure that connections are established and maintained between the model international cities as well as others that have implemented similar heat-mitigation interventions domestically.

Dr. Alan Penman is a physician and professor in the Department of Preventive Medicine at the John D. Bower School of Population Health at the University of Mississippi Medical Center (UMMC) in Jackson, Mississippi, where he directs and teaches courses in epidemiology, biostatistics, public/community health, and global health for medical students and graduate medical faculty. In 2017 he started an elective course "Climate Change and Human Health" for medical students. Dr. Penman co-directs the UMMC Community Health Advocate (CHA) program which trains lay people and health professions students to be community health advocates and screeners, with a focus on medically-underserved, low-income and minority

communities. He is also currently the chairman of the board of 20c Mississippi. In his role as collaborator, Dr. Penman will be participating in and supporting the community-driven decision making process; contribute to the urban heat data analysis and vulnerability data collection; design methods to select sites for interventions; work on developing a citywide surveillance system for heat-related illness and death; and contribute to the design and administration of the pre- and post-interviews and surveys.

Professor Vivek Shandas is the Director of the Sustaining Urban Places Research (SUPR) Lab at Portland State University, Chair of the City of Portland's Urban Forestry Commission, and a Principal at CAPA Strategies, LLC, a global consulting group that helps communities prepare for climate-induced disruptions. He studies the effects of urban development patterns and health. Dr. Shandas supports communities in improving their adaptation to climate stressors, such as urban heat. He has published over 100 peer-reviewed publications and serves on several local and national advisory boards. He will be the project collaborator/advisor. His specific role will consist of three primary activities: (1) provide support for the urban heat analyses conducted in Jackson; (2) advise the development of curriculum, activities, and/or learning modules for use in community engagement activities; and (3) provide assessments of specific heat mitigation measures that aim to support human health and well-being. This will be implemented through monthly calls, and two annual site visits.

Dr. Berneece Herbert is the Chair of the Urban and Regional Planning Department at Jackson State University, an Historically Black College or University (HBCU) in Jackson, Mississippi. Dr. Herbert has extensive experience with both urban architecture and community co-creating process. The scope of work for Dr. Herbert will include technical assistance and guidance on project design, assistance in the direction of city planners, and additional support on community engagement for design-related elements.

Kurt Shickman: Executive Director, Global Cool Cities Alliance (GCCA). Shickman's organization has access to a vast network of global heat mitigation and passive cooling experts and will serve as a key connector between our team and the various model international cities we have listed--as well as other useful contacts when needed. He will provide technical assistance and guidance on effective implementation of our proposed heat mitigation interventions and policy guidance. Lastly, Shickman will document our team's progress, challenges, and lessons learned and will capture these insights in the form of a case study, which-- upon project completion-- will be published and shared both nationally and globally.

City of Jackson - Indirect Costs

Indirect cost is calculated as 5% of the total grant award (\$475,549)

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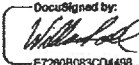
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Interim Chief Financial Officer & Assistant Treasurer
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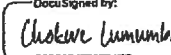
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To withdraw your consent with Robert Wood Johnson Foundation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to ddebias@rwjf.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Robert Wood Johnson Foundation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Robert Wood Johnson Foundation during the course of my relationship with you.

**ORDER AUTHORIZING THE SALE OF LOST, STOLEN, ABANDONED, AND
MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON
MARCH 19, 2022**

OFFICE OF THE CITY ATTORNEY
2/13/2022

WHEREAS, the City of Jackson routinely receives and recovers lost, stolen, abandoned or misplaced motor vehicles which must be disposed of pursuant to the procedure set forth in Section 21-39-21, Mississippi Code of 1972, as Amended; and

WHEREAS, it is required under said statute to sell lost, stolen, abandoned, or misplaced motor vehicles and equipment at a public auction; and

WHEREAS, when governing authorities approve the continuation of 2022 auctions a list of the motor vehicles and equipment available for sale at a public auction will be placed on file with the City Clerk, and posted in accordance with Section 21-39-21, Mississippi Code of 1972, as Amended.

IT IS HEREBY ORDERED that motor vehicles and equipment be sold at a public auction to be held at 4225-C Michael Avalon Street on **March 19, 2022** pursuant to compliance with Section 21-39-21, Mississippi Code of 1972, as Amended.

IT IS FURTHER ORDERED, that the Jackson Police Department designee be authorized to sign such documents as necessary to declare those vehicles and equipment which are sold at said auction to be abandoned.

Agenda Item No#11
Agenda Date: February 15, 2022
(Davis Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

January 18, 2022
DATE

POINTS		COMMENTS					
1.	Brief Description/Purpose	Order Authorizing the Sale of Lost, Stolen, Abandon, Misplaced, and Deadline City Motor Vehicles and Equipment at a Public Auction on March 19, 2022.					
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 and Quality of Life.					
3.	Who will be affected	City of Jackson Citizens, City Staff and Law Enforcement Personnel.					
4.	Benefits	To Generate Revenue for the Jackson Police Department					
5.	Schedule (beginning date)	ASAP					
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"/>	Jackson Police Department					
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"/>	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 _____

Jackson Police Department



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

MEMORANDUM

To: Chokwe A. Lumumba, Mayor

From: James E. Davis, Chief of Police *JED 1-27-22*

Date: January 27, 2022

Subject: **ORDER AUTHORIZING THE SALE OF LOST, STOLEN, ABANDONED, MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON MARCH 19, 2022**

It is my recommendation that the Mayor authorize the sale of lost, stolen, abandoned, misplaced motor vehicles and equipment at a public auction on March 19, 2022 at 4225 C. Michael Avalon Street, Jackson, Mississippi. In accordance with Section 21-39-21, Mississippi Code of 1972, as Amended, lost, stolen, abandoned or misplaced motor vehicles and equipment should be sold at public auction.


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

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1798
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE SALE OF LOST, STOLEN, ABANDONED, AND MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON MARCH 19, 2022 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Victoria James, Deputy City Attorney *V.J.* 2/3/2022

2/9/22

DATE

V.J.
OFFICE OF THE CITY ATTORNEY

**MARCH 19, 2022
AUCTION OF CITY OF JACKSON
IMPOUNDED VEHICLES**

To all interested parties, known or unknown,

Pursuant to the MS State Code of 1972, Section 21-39-21, the City of Jackson, Mississippi, will sell at Public Auction, the impounded, abandoned, lost, stolen, or misplaced motor vehicles and equipment listed on the attached schedule. Unclaimed motor vehicles and equipment may be sold after the expiration of ninety (90) days from their receipt or recovery by the City of Jackson. The auction will be held at the City's Garage/Impound Lot facility located at 4225-C Michael Avalon Street on Saturday, March 19, 2022 starting at 10:00 a.m.

A list and description of abandoned/unclaimed vehicles will be posted pursuant to statutory requirements in the following locations:

Hinds County Court House
Hinds Country Chancery Court Building
Jackson City Hall/City Clerk's Office

Police Department

327 East Pascagoula Street
Post Office Box 17
Jackson, Mississippi 39201-0017
Telephone: 601 960 1217

MEMORANDUM

To: Hinds County Chancery Court House Building

From: Vincent Grizzell, Deputy Chief
Jackson Police Department
Support Services Division

Date: January 20, 2022

Re: Notice of Auction Ad

Please post the attached Notice of Auction of Impounded Vehicles for the **March 19, 2022** Auction Ad required by the Mississippi State Statute, Code of 1972, Section 21-39-21.

Police Department

327 East Pascagoula Street
Post Office Box 17
Jackson, Mississippi 39201-0017
Telephone: 601 960 1217

MEMORANDUM

To: Jackson City Hall/City Clerk's Office

From: Vincent Grizzell, Deputy Chief
Jackson Police Department
Support Services Division

Date: January 20, 2022

Re: Notice of Auction Ad

Please post the attached Notice of Auction of Impounded Vehicles for the **March 19, 2022** Auction Ad required by the Mississippi State Statute, Code of 1972, Section 21-39-21.

Police Department

327 East Pascagoula Street
Post Office Box 17
Jackson, Mississippi 39201-0017
Telephone: 601 960 1217

MEMORANDUM

To: Jackson City Hall/City Clerk's Office

From: Vincent Grizzell, Deputy Chief
Jackson Police Department
Support Services Division

Date: January 20, 2022

Re: Notice of Auction Ad

Please post the attached Notice of Auction of Impounded Vehicles for the **March 19, 2022** Auction Ad required by the Mississippi State Statute, Code of 1972, Section 21-39-21.

OFFICE OF THE CITY ATTORNEY
J. J. Davis
2/10/2022

ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH EVIDENCE IQ AND THE JACKSON POLICE DEPARTMENTS TO PROVIDE BALLISTICS IMAGING

WHEREAS, the City of Jackson Police Department wishes to enter into an agreement with Evidence IQ to provide ballistic imaging systems to utilize in the fight on crime; and

WHEREAS.; Evidence IQ and the City of Jackson Police Department are desirous of entering into an agreement for a term of five years with amount not exceeding one hundred thirty-four thousand nine hundred ninety-five dollars and zero cent (\$134,995.00); and

WHEREAS, there is evidence that criminal activity exists in the Jackson, Mississippi area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Mississippi; and

WHEREAS, one of the primary missions of Evidence IQ is to provide ballistics imaging of firearms and identify how many weapons and shooters are involved in a potential crime scene; and

WHEREAS, Evidence IQ imaging is also able to determine how many fired cartridge cases are recovered at a crime scene; and

WHEREAS, an agreement with Evidence IQ will allow the City of Jackson Police Department to provide ballistics imaging to assist with the conviction and incarceration of offenders.

IT IS HEREBY ORDERED, that the herein-described agreement between the City of Jackson Police Department and Evidence IQ and is hereby authorized.

IT IS FURTHER ORDERED, that the Mayor of the City of Jackson and/or their designees be authorized to execute an agreement with Evidence IQ for ballistics imaging to be used on potential crime scenes in an amount not to exceed \$134,995.00 and a term of five years.

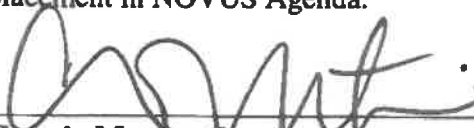
Agenda Item No#12
Agenda Date: February 15, 2022
(Davis, Lumumba)


Office of the City Attorney

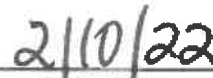
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH EVIDENCE IQ AND THE JACKSON POLICE DEPARTMENT TO PROVIDE BALLISTICS IMAGING is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Victoria James, Deputy City Attorney 



DATE

OFFICE OF THE CITY ATTORNEY
2/9/2022

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

January 27, 2022
DATE

POINTS		COMMENTS				
1.	Brief Description/Purpose	To disrupt criminal activity in the City of Jackson by immobilizing targeted violators by the use of a ballistics imaging system.				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention				
3.	Who will be affected	City of Jackson				
4.	Benefits	To improve the safety and well-being of the citizens of Jackson by the apprehension of suspects involved in criminal activity by the use of ballistics.				
5.	Schedule (beginning date)	Effective upon signatures by the Authorized Personnel				
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ ■ Project limits if applicable	ALL WARDS CITY WIDE				
7.	Action implemented by: ■ City Department ■ Consultant	Jackson Police Department				
8.	COST	Total Cost of \$134,995.00				
9.	Source of Funding ■ General Fund ■ Grant ■ Bond ■ Other x	Police Budget Year - 1 for \$26,999.00 Year - 2 for \$26,999.00 Year - 3 for \$26,999.00 Year - 4 for \$26,999.00 Year - 5 for \$26,999.00				
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 _____

Jackson Police Department



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

MEMORANDUM

To: Chokwe A. Lumumba, Mayor
From: James E. Davis, Chief of Police
Date: January 27, 2022
Subject: Agreement with Evidence IQ and City of Jackson

It is my recommendation that the Mayor authorize the agreement with City of Jackson Police Department and Evidence IQ. Evidence IQ is a imaging software that will identify firearms and the shooter as well as how many fired cartridge were recovered at a crime scene.

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



Budgetary Quote

346 River Street
 Lemont, IL 60439
 Phone: (407) 421-0873
 Cody Roden, Regional Manager
 crodan@evidenceiq.com

Date: 1/26/2022
 Quote #: JacksonMS-TO

Bill To:

Jackson Police Department
 Attn: Deputy Chief Vincent Grizzell
 327 East Pascagoula Street
 Jackson, MS 39206
 601-383-2898

Ballistics IQ Solution

Quantity	Description	Amount
1	BIQ Triage Master Service Agreement (Year 1)	\$ 26,999.00
25	Ballistics IQ VCC Cases (Year 1)	Included
1	Ballistics IQ Camera Box (with 3 year warranty and support)	Included
1	1.6 Day Onsite Ballistics IQ Quick Start Triage Training	Included
1	BIQ Triage Master Service Agreement (Year 2)	\$ 26,999.00
25	Ballistics IQ VCC Cases (Year 2)	Included
1	BIQ Triage Master Service Agreement (Year 3)	\$ 26,999.00
25	Ballistics IQ VCC Cases (Year 3)	Included
		\$ -
1	BIQ Triage Master Service Agreement (Year 4)	\$ 26,999.00
25	Ballistics IQ VCC Cases (Year 4)	Included
		\$ -
1	BIQ Triage Master Service Agreement (Year 5)	\$ 26,999.00
25	Ballistics IQ VCC Cases (Year 5)	Included

Subtotal *five* \$ 134,995.00

This quote is for a three-year term with a start date of March 31, 2022. Single year or other length multi-year quotes are available on request.

All Evidence IQ hardware will include a three-year warranty. Included in the price of the Master License is one ballistics camera box, hard case, and all other required hardware. Additional boxes can be purchased at \$6,500 per box.

A 1.5-day onsite training (max ten people) is included from Evidence IQ. Additional Quick Start Triage onsite training can be purchased for \$2,500 per day plus reasonable travel and expenses.

Billings will be paid annually in advance of the first month of the contract term under service with Net 30 terms.

This quote expires after 60 calendar days from the date of this quote.

Credit	\$ -
Tax	0.00%
Balance due in Year 1	\$ 26,999.00



January 04, 2022

Jackson Police Department
Attn: Deputy Chief Vincent Grizzell
327 East Pascagoula St.
Jackson, MS 39205

Dear Deputy Chief Grizzell,

Per your request, we have outlined some of what we consider important distinguishing factors of the Evidence IQ Ballistics Imaging System, referred to as **Ballistics IQ**. Ballistics IQ is a unique solution that can assist law enforcement agencies in their investigations and the pursuit of the violent offenders. Evidence IQ is the sole creator and provider of the Ballistics IQ software, the exclusive distributor of the service, and stands ready to provide its unique solutions to assist state and local government in their fight against violent crime.

Thanks in advance for your consideration of Ballistics IQ as your provider for forensic examination support.

1. **Ballistics IQ automatically groups images of Fired Cartridge Cases by unique firearm(s) uploaded from a crime scene.**
 - a. Ballistics IQ proprietary software enables the scanning and imaging of each fired cartridge case in approximately 30 seconds.
 - b. Evidence IQ is the exclusive developer and owner of Ballistics IQ software and its proprietary algorithms. Evidence IQ is the sole distributor of the Ballistics IQ software service that generates the **Crime Scene Analysis (CSA) Preview** that will group images of Fired Cartridge Cases (FCCs) by the unique number of firearms. There is no other solution available today that through an algorithm, automatically groups FCCs to identify the number of unique firearms involved at an event where multiple FCCs are recovered. The result can be produced in a matter of seconds after the images from the crime scene or event where the FCCs were recovered, enabling investigators to determine the number of firearms involved in real time to be able to know how many individuals may have been involved much sooner than otherwise knowable - the current way is for a firearms examiner or trained analyst to painstakingly examine each FCC in the crime lab and to make a determination, with a loss of accuracy and time.
 - c. The system will also identify which cartridge case is the best for entry into the National Integrated Ballistic Information Network (NIBIN) system.



Ballistics IQ does this by providing a proprietary Correlation Rating as well as a Cartridge Case Recognition Quality rating and is the only system on the market that can perform this function.

- d. Evidence IQ trained and certified Forensic Firearm Toolmark Examiners (FFTMEs), often referred to as Firearms Examiners, assigned to the Evidence IQ Virtual Correlation Center, are available to verify the results on this CSA Preview Report remotely, and generate a Final Crime Scene report that is emailed back to the submitting official within 24 hours.
- e. All of Evidence IQ's services (Ballistics IQ & Crime Connect IQ) can only be acquired through Evidence IQ who is the solely distributor for these services.

2. Ballistics IQ provides immediate actionable intelligence to authorized investigative teams identifying the potential number of shooters involved in a particular incident.

- a. The CSA Report details the unique number of firearms used in a particular incident. In some instances, our FFTMEs can assist in identifying the potential type of firearm used in the incident based upon the microscopic markings on the recovered fired cartridge cases. The expertise and resources of our VCC is especially useful for those agencies that lack the expertise in the field of forensic firearm & toolmark examination.

3. The scanning of all fired cartridge cases recovered at crime scenes will enable investigators greater opportunities to identify links between different shooting incidents and the associated firearms used in those incidents.

- a. Scanned images of ballistic evidence recovered at crime scenes and associated metadata from the scene, are entered by the user into the Ballistics IQ database. Ballistics IQ's sophisticated algorithms analyzes images of recovered crime scene FCCs as well as test fires from recovered firearms to generate a potential link to any of the images previously entered by agencies within the network of Ballistics IQ customers. These proprietary algorithms deploy state-of-the-art image comparison and recognition technologies, are trade secrets of Evidence IQ, and are only available to law enforcement agencies in the market by adopting Evidence IQ's Ballistics IQ product. Using these algorithms is a unique powerful tool to help finding links with FCCs from prior events, akin to helping find needles in a haystack. Evidence IQ's FFTMEs are also available to remotely review the list of potential links through Ballistics IQ Search's Virtual Comparison Microscope to generate a *Potential Link Report*. This function can also be performed by trained FFTMEs or



ballistics analyst on staff of the law enforcement agency customer. This report identifies a linked ballistic exhibit with a previously submitted image from a different crime scene. However, confirmation must still occur through a physical examination of submitted ballistic evidence by a certified Forensic Lab or examiner. This service is provided to produce actionable intelligence for authorities. As a result, agencies can uncover previously unknown associations between incidents by linking different ballistic exhibits from disparate crime scenes.

- b. Ballistics IQ utilizes a USB powered Capture Tool Station that is connected to an agency computer to scan recovered ballistic evidence. It is the only solution in the market that can be easily brought to a crime scene to scan images of FCCs for uploading to the database. The Capture Tool Station is comprised of a Dyno-Lite 5 megapixel microscope camera that an authorized agency user will use to scan recovered cartridge cases. The Ballistics IQ software is loaded onto an agency compatible computer that enables the user to input scanned images and associated incident-based metadata for transmittal to the Ballistics IQ national gallery database.

4. Evidence IQ provides its exclusive Virtual Correlation Center feature to current customers.

- a. Evidence IQ currently maintains a Virtual Correlation Center (VCC) for use by current customers. The VCC is comprised of a number of FFTMEs with years of experience and are current members of the Association of Firearms & Tool Mark Examiners (AFTE). AFTE is the international professional organization for practitioners of Firearm and/or Toolmark Identification and has been dedicated to the exchange of information, methods and best practices, and the furtherance of research since its creation in 1969. The mission of Evidence IQ's VCC is to provide professional forensic services relating to ballistic evidence to agencies lacking those resources.

5. The unique and exclusive capability of the Evidence IQ Ballistics IQ CSA report enables an examiner to see the evidence prior to examination.

- a. Though an examiner will work the evidence from the ground up on a court level examination, the CSA can assist in helping organize the evidence while doing a full court workup of the evidence.
- b. This is especially helpful in large scale shooting incidents in which numerous firearms are used and multiple pieces of evidence is recovered.



In summary, Evidence IQ enables law enforcement agencies to quickly identify suspects and close cases. What used to take hours, days, or months can now be known in a matter of minutes. Here are some unique, proprietary and trade secret features of Evidence IQ's Ballistics IQ system - these features can be used to justify sole sourced procurement, as no other solution in the market enables these functionalities:

- Through our proprietary algorithm BIQ can automatically groups FCCs to identify the number of unique firearms involved at an event where multiple FCCs are recovered
- By using our Correlation Rating and our Cartridge Case Recognition Quality (CRQ) Rating we can automatically determine the best FCC candidate or candidates to submit for inclusion into the NIBIN system
- Proprietary and sophisticated algorithms analyze images of recovered crime scene FCCs as well as test fires from recovered firearms to generate a potential link to any other images already in Evidence IQ database
- The ability to virtualize these images and allow our trained and certified firearms examiners to analyze the uploaded FCC images and validate potential links

If you have any questions, please do not hesitate to contact me.

Sincerely,

Roger Cummings

Roger Cummings
Chief Executive Officer
Evidence IQ Inc.
Roger@EvidenceIQ.com

ORDER AMENDING THE SEPTEMBER 28, 2021 ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CAPITAL CITY SECURITY INC. TO PROVIDE SECURITY SERVICES FOR THE CITY OF JACKSON EARLY CHILDHOOD DEVELOPMENT CENTERS TO REFLECT THE PROPER ENTITY AS ccsr INC., AND RATIFYING AND AUTHORIZING PAYMENT TO ccsi INC. FOR SERVICES RENDERED

WHEREAS, the Department of Human and Cultural Services has determined that professional security services are required for the City of Jackson Early Childhood Development Centers; and

WHEREAS, by Order entered on September 28, 2021, the governing authorities authorized the Mayor to execute an agreement with Capital City Security Inc. to provide security services for the City of Jackson Early Childhood Development Centers; and

WHEREAS, after the said Order was entered, the Department of Human and Cultural Services determined that the proper and correct name of the entity providing said security services is CCSI Inc. and the Order should be amended to reflect the same; and

WHEREAS, CCSI Inc. has provided professional security services to the Early Childhood Development Centers at the rate of Twelve Dollars and Five Cents (\$ 12.05) per hour, per armed uniformed security guard, from July 16, 2021 through Current; totaling \$11,810.36 as of January 3, 2022 and

	Invoice Date	Date Services were Provided	Location	Amount
1.	8/02/2021	07/16/2021 - 07/30/2021	Mary C Jones Ecd Center	\$596.53
2.	8/16/2021	08/2/2021-08/13/2021	Westside Ecd Center	\$542.30
3	8/16/2021	08/02/2021-8/13/2021	Ma C Jones Ecd Center	\$542.30
4.	9/1/2021	08/16/2021-8/31/2021	Westside Ecd Center	\$596.53
5.	09/1/2021	08/16/2021 - 8/31/2021	Mary C Jones Ecd Center Center	\$596.53 \$542.30
6.	09/16/2021	09/1/2021- 09/15/2021	Westside Ecd MalY C Jones Ecd Center	\$542.30
8.	10/1/2021	9/16/2021-9/30/2021	Westside Ecd Center	\$662.86
9.	10/1/2021	9/ 16/2021-9/30/2021	Mary C Jones Ecd Center	\$602.58
10.	10/18/2021	1 0/1/202 1-10/15/2021	Westside Ecd Center	\$536.27
11.	10/18/2021	10/1/2021-10/15/2021	Mary C Jones Ecd Center	\$596.53
12.	1 1/1/2021	10/18/2021-10/29/21	Westside Ecd Center	\$482.04
13.	1 1/1/2021	10/18/2021-10/29/2021	Mary C Jones Ecd Center	\$542.30
14.	1 1/16/2021	1 1/1/2021 -1 1/15/2021	Westside Ecd Center	\$596.53
15.	1 1/16/2021	1 1/1/2021 - 1 1/15/2021	Mary C Jones Ecd Center	\$566.40
16.	12/1/2021	11/ 16/2021-11/30/202 f	Westside Ecd Center	\$518.22
17	12/1/2021	1 1/16/2021 - 1 1/30/2021	Mary C Jones Ecd Center	\$488.09
18.	12/16/2021	12/1/2021-12/15/2021	Westside Ecd Center	\$662.86
19.	12/16/2021	12/1/2021-12/15/2021	Mary C Jones Ecd Center	\$632.73
20.	1/3/2022	12/16/2021-12/29/2021	Westside Ecd Center	\$482.08
21.	1/3/2022	12/16/2021-12/29/2021	Mary C. Jones Ecd Center	\$482.08

Agenda Item No#13
Agenda Date: February 15, 2022
(Davis, Lumumba)

				Total	\$11,810.36
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WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not "required", but "recommended" to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase. ..or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority; and

OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS
 12/28/21
 V. 11/20/21

WHEREAS, in order to ensure the continued safety of children, teachers, and staff, the Department of Human and Cultural Services is requesting that the procurement of services be ratified and authorized for payment.

IT IS HEREBY ORDERED, that the September 28, 2021 Order which authorized the Mayor to execute an agreement with Capital City Security Inc. to provide security services for the City of Jackson Early Childhood Development Centers is amended to reflect the proper name of the entity as CCSI Inc.

IT IS FURTHER ORDERED, the procurement of security services from July 16, 2021 to current is hereby ratified and payment to CCSI Inc. for services rendered is hereby authorized at the rate of Twelve Dollars and Five Cents (\$12.05) per hour per armed uniformed security guard for twenty-four-months terminating on September 1, 2023.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: December 28, 2021

POINTS		COMMENTS
1.	Brief Description of Purpose	ORDER AMENDING THE SEPTEMBER 28, 2021 ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CAPITAL CITY SECURITY INC. TO PROVIDE SECURITY SERVICES FOR THE CITY OF JACKSON EARLY CHILDHOOD DEVELOPMENT CENTERS TO REFLECT THE PROPER ENTITY AS ccsi INC., AND RATIFYING AND AUTHORIZING PAYMENT TO ccsr INC. FOR SERVICES RENDERED
2.	PURPOSE	To secure parents, children and staff for The City of Jackson Early Childhood Development Centers.

3.	Who will be affected	All children enrolled in the City of Jackson Early Childhood Development Centers. (Jones & Westside).
4.	Benefits	For parents, children and staff to feel safe and secure at each of The City of Jackson (COJ) Early Childhood Development Centers. (Jones & Westside).
5.	Schedule (beginning date)	Upon Approval
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide.
7.	ction implemented by: o Mayor's Office o City Department o Consultant	Department of Human Cultural Services/Early Childhood Development Division
8.	COST	The cost is based on the invoices received in the amount of \$11,810.36

9.	Source of Funding o General Fund o Enterprise o Grant o Bond Other	Account Numbers: 081.59851-627 081-59872-6227																											
10,	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER yes</td> </tr> <tr> <td>N/A</td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> </tr> <tr> <td>N/A</td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER yes</td> </tr> <tr> <td>N/A</td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER yes</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER yes</td> </tr> <tr> <td>N/A</td> <td></td> <td></td> </tr> </table> <p style="text-align: right;">no</p>	ABE	_____ %	WAIVER yes	N/A			AABE	_____ %	WAIVER	N/A			WBE	_____ %	WAIVER yes	N/A			HBE	_____ %	WAIVER yes	NABE	_____ %	WAIVER yes	N/A		
ABE	_____ %	WAIVER yes																											
N/A																													
AABE	_____ %	WAIVER																											
N/A																													
WBE	_____ %	WAIVER yes																											
N/A																													
HBE	_____ %	WAIVER yes																											
NABE	_____ %	WAIVER yes																											
N/A																													

Memorandum

1000 MMrocenter, Suite 101
.Post Office BOX I'
Jackson, Mississippi 39205-0017

Department of Human and Culsucat Services

The Honorable Chokwe A.
Lumumba Mayor, City of
Jackson

ADK

From: Dr. Adriane Dorsey-Kidd, Director
Department of Human & Cultural Services

Date: December 28, 2021

ORDER AMENDING THE SEPTEMBER 28, 2021 ORDER AUTHORIZING THE
MAYOR TO EXECUTE AN AGREEMENT WITH CAPITAL
CITY SECURITY INC. TO PROVIDE SECURITY SERVICES FOR THE CITY OF
JACKSON EARLY CHILDHOOD DEVELOPMENT CENTERS TO REFLECT THE PROPER
ENTITY AS ccsI INC., AND RATIFYING AND AUTHORIZING PAYMENT
TO ccsr INC. FOR SERVICES RENDERED

This order amends the September 28, 2021 Order to reflect the proper name of the entity providing security services to Jones and Westside ECDC. This order authorizes the City of Jackson (COJ) to pay CCSI, NC in the amount of \$11,810.36 for security services rendered to Jones and Westside ECDC.

Should you have any questions, please feel free to contact Lender Monson at (601)
540-2160.

Thank you,



Office of the City Attorney


reet
79
455 East ji 39207-2779
Capital Street 960-1799
Post Office Box 60-1756
2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
Lender Monson
12/28/2021

OFFICE OF THE CITY ATTORNEY

This ORDER AMENDING THE SEPTEMBER 28, 2021 ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CAPITAL CITY SECURITY INC. TO PROVIDE SECURITY SERVICES FOR THE CITY OF JACKSON EARLY CHILDHOOD DEVELOPMENT CENTERS To REFLECT THE PROPER ENTITY AS ccs1 INC., AND RATIFYING AND AUTHORIZING PAYMENT TO ccsr nC. FOR SERVICES RENDERED is legally sufficient for placement in NOVUS Agenda.


Catoria Martin, *City Attorney*
Keyona Stewart, *Deputy City Attorney* 


DATE

Ccsi Security
P.O. BOX 8485
MS 39284

CUSTOMER

Ms. Jacqueline Jones

Ccsi
P.O.

Williams Mary

C. Jones Ecd Center/Faith
3255 Bailey Ave
Jackson, MS 39213-6268

SERVICE

INVOICE NO.	17767
DATE	08/02/21

LOCATION

Marv C. Jones Ecd Center/Fajth
3255 Bailey Ave
Jackson, MS 39213-6268

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.		
U n Recei t	5069	5071			
Description	QuantitW	Unit of Measure	Price	Amount	
07/16/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
07/16/21 Security Officer - 15:00-17:30	2.50	HourS		30.13	
07/16/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
07/16/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
07/19/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
07/19/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
07/20/21 Security Officer - 07:30-09:30	2,00	Hours	12.05	24.10	
07/20/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
07/21/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24,10	
07/21/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
07/21/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
07/21/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
07/22/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	30.13	
07/22/21 Security Officer - 15:00-17:30	2.50	HOuRS	12.05	24.10	
07/23/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	30.13	
07/23/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	24.10	
07/26/21 Security Officer 07/26/21 - 07:30-09:30	2.00	Hours	12.05	30.13	
07/26/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	24.10	
07/27/21 Security Officer - 07:30-09:30	200	Hours	12.05	24.10	
07/27/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
07/27/21 Security Officer 07/28/21 - 07:30-09:30	2.00	Hours	12.05	24.10	
07/27/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
07/28/21 Security Officer		Hours		24.10	
07/29/21 Securiw Officer		Hours		30.13	
07/29/21 Security Officer					
07/30/21 Security Officer					
07/30/21 Security Officer					
Please remit to: Ccsi Securit P.O. Box 8485 Jackson, MS 39284					596.53
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. Alf invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!			Sub-Total		596.53
			Sabes Tax		
			OTA'		\$596.53

Security
 Box 8485
 Jackson, MS 39284

CUSTOMER
 Marie Brown Or Hope

SERVICE

Jackson,

INVOICE NO.	17789
DATE	08/16/21

LOCATION

Westside Ecd Center
 1450 Wiggins Rd
 Jackson, MS 39209-4430

Westside Ecd Center
 1450 Wiggins Rd
 Jackson, MS 392094430

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.		
U n Recei	5069	5073			
Description	Quantity	unit of Measure	Price	Amount	
08/02/21 Security Officer 15:00-17:30 -	2.50	Hours	12.05	30.13	
08/02/21 Security Officer 07:30-09:30	2.00	Hours	12,05	24.10	
08/03/21 Security Officer 15:00-17:30 -	2.50	Hours	12.05	30.13	
08/03/21 Security Officer- 07 : 30-	2.00	Hours	12.05	24.10	
08/04/21 Security - 15:00-17:30	2.50	Hours	12.05	30.13	
Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/04/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/04/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/05/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/05/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/05/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/05/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/06/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/06/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/06/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/06/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/09/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/09/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/09/21 Security Officer		Hours			
08/09/21 Security Officer		Hours			
08/10/21 Security Officer		Hours			
08/10/21 Security Officer		Hours			
08/11/21 Security Officer		Hours			
08/11/21 Security Officer -		Hours			
08/12/21 Security Officer		Hours			
08/12/21 Security Officer		Hours			
08/12/21 Security Officer		Hours			
08/13/21 Security Officer		Hours			

Ccsi Security
 P.O. box 8485
 MS 39284

CUSTOMER

SERVICE

Ms. Jacqueline Jones

<p>Security Officer 08/13/21 Security Officer</p> <p style="text-align: center;">Ccsi</p>				
<p>Please remit *ment to: Securit. P.O. Box 8485 Jackson, MS</p> <p>Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!</p>			542.30	
			Sub-Total	
			Sub\$ Tax	
			TAL	
			\$542.30	

cc-SI
 P.O.

Williams Mary
 C. Jones Ecd Center/Faith
 3255 Bailey Ave

Security
 Box 8485
 Jackson, MS 39284

CUSTOMER
 Marie Brown Or Hope
 Jackson, MS 39213-6268

SERVICE

LOCATION

TERMS: U n Recei it	CUSTOMER NO. 5069	JOB NO. 5071	P.O. NO,		
Description	Quantity	Unit of	Price	Amount	
08/02/21 Security - 15:00-17:30	2.50	Hours	12.05	30.13	
Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/02/21 Security - 15:00-17:30	2.50	Hours	12.05	30.13	
Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/03/21 Security - 15:00-17:30	2.50	Hours	12.05	30.13	
Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/03/21 Security - 15:00-17:30	2.50	Hours	12.05	30.13	
Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/04/21 Security - 15:00-17:30	2.50	Hours	12.05	30.13	
Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/04/21 Security - 15:00-17:30	2.50	Hours	12.05	30.13	
Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/05/21 Security - 15:00-17:30	2.00	Hours	12.05	24.10	
Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/05/21 Security - 15:00-17:30	250	Hours	12.05	30.13	
Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/06/21 Security - 15:00-17:30	2.00	Hours	12.05	24.10	
Officer - 07:30-09:30	2.50	Hours	12.05	30.13	
08/06/21 Security - 15:00-17:30	2.50	Hours	12.05	30.13	
Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/09/21 Security - 15:00-17:30	2.00	Hours	12.05	24.10	
Officer - 07:30-09:30	2.50	Hours	12.05	30.13	
08/10/21 Security - 15:00-17:30	2.00	Hours	12.05	24.10	
Officer - 07:30-09:30	2.50	Hours	12.05	30.13	
08/10/21 Security - 15:00-17:30	2.50	Hours	12.05	30.13	
Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/11/21 Security - 15:00-17:30	2.00	Hours	12.05	24.10	
Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
security Officer 08/11/21	2.00	Hours	12.05	24.10	
Security Officer		Hours	12.05		
08/12/21 Security Officer					
08/12/21 Security Officer					
08/13/21 Security Officer					
08/13/21 Security Officer					
ccsi					
Please remit to: SecurIL P.O.- Box 8485 Jackson. MS 39264			Sub-Total		542.30
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35•late fee. Thanks so much for your business!!!!			Sales Tax		
			OTAL		\$542.30

INVOICE NO.	17788
DATE	08/16/21

Mary C. Jones Ecd Center/Faith
 3255 Bailey Ave
 Jackson, MS 39213-6268

Ccs Security
P.O. BOX 8485
Jackson MS 39284

INVOICE NO.	17810
DATE	09/01/21

CUSTOMER
Ms. Jacqueline Jones

SERVICE

LOCATIO
N

Westside Ecd Center
1450 Wiggins Rd
Jackson, MS 39209-4430

Westside Ecd Center
1450 Wiggins Rd
Jackson, MS 39209-4430

TERMS: U n Recei t	CUSTOMER NO. 5069	JOB NO. 5073	P.O. NO.		
Description	Quantity	Unit of easu	Price	Amount	
08/16/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/16/21 Security Officer - 15:00-17:30	2.50	Hows	12.05	30.13	
08/16/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/16/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/17/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/17/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/18/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/18/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/19/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/19/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	24.10	
08/19/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	30.13	
08/19/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	24.10	
08/20/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	30.13	
08/20/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	24.10	
08/20/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	30.13	
08/20/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	24.10	
08/23/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	30.13	
08/23/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	24.10	
08/23/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	30.13	
08/23/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	24.10	
08/24/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/24/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/24/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/24/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/25/21 Security Officer		Hours	12.05	30.13	
08/25/21 Security Officer		Hours	12.05	30.13	
08/26/21 Security Officer		Hours	12.05	30.13	
08/26/21 Security Officer		Hours	12.05	30.13	
08/27/21 Security Officer		Hours	12.05	30.13	
08/27/21 Security Officer		Hours	12.05	30.13	
08/31/21 Security Officer -		Hours	12.05	30.13	
08/31/21 Security Officer -		Hours	12.05	30.13	
Please remit a ,ment to: Ccsf Securit* P.O. Box 8485 Jackson. MS 39284				596.53	
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. Atl invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!			Sub-Total		
			Sales Tax		
			OTAL	\$596.53	

O
F

Mary C. Jones Ecd Center/Faith
3255 Bailey Ave

SERVICE

Jackson, MS 39213-6268

Jackson, MS 39213-6268

TERMS: U on Receipt	CUSTOMER NO, 5069	JOB NO. 5071	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
08/16/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/16/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/16/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/16/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/17/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/17/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/18/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/18/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/18/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/18/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/19/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/19/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/19/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/20/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/20/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/20/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/23/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/23/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/24/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/24/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/24/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
08/24/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
08/25/21 Security Officer		Hours	12.05	30.13	
08/25/21 Security Officer		Hours			
08/26/21 Security Officer		Hours			
08/26/21 Security Officer		Hours			
08/27/21 Security Officer		Hours			
08/27/21 Security Officer		Hours			
08/31/21 Security Officer		Hours			
08/31/21 Security Officer		Hours			
Please remit ment to: Ccsi Securifi.v P.O. Box 6485 Jackson, MS 39284			Sub-Total		596.53
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment, All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!			Sales Tax		
			TAL		\$596.53

INVOICE NO.	
DATE	
LOCATION	

Mary C. Jones Ecd Center/Faith
3255 Bailey Ave

SERVICE

Boy,

INVOICE NO.	17846
DATE	09/16/21

LOCATION

Westside Ecd Center
Jackson, MS 39209-4430

Westside Ecd Center 1450 Wiggins Rd

1450 Wiggins Rd
Jackson, MS 39209-4430

TERMS: U n Recei	CUSTOMER NO. 5069	JOB NO. 5073	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
09/01/21 Security - 07:30-09:30	2.00	Hours	12.05	24.10	
Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/01/21 Security - 07:30-09:30	2.00	Hours	12.05	24.10	
Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/02/21 Security - 07:30-09:30	2.00	Hours	12.05	24.10	
Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/02/21 Security - 07:30-09:30	2.00	Hours	12.05	24.10	
Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/02/21 Security - 07:30-09:30	2.00	Hours	12.05	24.10	
Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/03/21 Security - 07:30-09:30	2.00	Hours	12.05	24.10	
Officer - 15:00-17:30	2.50	HoutS	12.05	30.13	
09/03/21 Security - 07:30-09:30	2.00	Hours	12.05	24.10	
Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/07/21 Security - 15:00-17:30	2.50	Hours	12.05	30.13	
Officer 09/07/21 - 07:30-09:30	2.00	Hours	12.05	24.10	
Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/08/21 Security - 07:30-09:30	2.00	Hours	12.05	24.10	
Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/08/21 Security - 07:30-09:30	2.00	Hours	12.05	24.10	
Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/09/21 Security - 07:30-09:30	2.00	Hours	12.05	24.10	
Officer 09/09/21 - 15:00-17:30	2.50	Hours	12.05	30.13	
Security Officer		Hours	12.05	30.13	
09/10/21 Security Officer		Hours	12.05		
09/10/21 Security Officer					
09/13/21 Security Officer					
09/13/21 Security Officer					
09/14/21 Security Officer					
09/14/21 Security Officer					
09/15/21 Security Officer					
09/15/21 Security Officer -					

SERVICE

MS				
Please remit ment to: ccsi Securià. P.O. Box 8485 Jackson, 39284 Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!			Sub-Total	542.30
			Sales Tax	
			OTAL	\$542.30

Ccsi Securiti
P.O. Box 8485
Jackson, MS 39284

CUSTOMER

Marie Brown Or Hope Williams
Mao' C. Jones Ecd Center/Faith
3255 Bailey Ave
Jackson, MS 39213-6268

SERVICE

INVOICE NO.	1 7845
DATE	09/16/21

TERMS: U ^{on} Recei t	CUSTOMER NO. 5069	JOB NO. 5071	P.O. NO.		
Description	Quantity	Unit of Meas	Price	Amount	
09/01/21 Security - 07:30-09:30	2.00	Hours	12.05	24.10	
Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/01/21 Security - 07:30-09:30 Officer -	2.00	Hours	12.05	24.10	
09/02/21 Security - 15:00-17:30	2.50	Hours	12.05	30.13	
Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
09/02/21 Security - 15:00-17:30	2.50	Hours	12.05	30.13	
Officer 09/03/21 - 07:30-09:30	2.00	Hours	12.05	24.10	
Security Officer - 15:00-17:30	2.50	Hours	1205	24.10	
09/03/21 Security - 07:30-09:30	2.00	Hours	12.05	30.13	
Officer - 15:00-17:30	2.50	Hours	12.05	24.10	
09/07/21 Security - 07:30-09:30	2.00	Hours	12.05	30.13	
Officer 09/07/21 - 15:00-17:30	2.50	Hours	12.05	24.10	
Security Officer - 07:30-09:30	2.00	Hours	12.05	30.13	
09/09/21 Security - 15:00-17:30	2.50	Hours	12.05	24.10	
Officer - 07:30-09:30	2.00	Hours	12.05	30.13	
09/08/21 Security - 15:00-17:30 Officer -	2.50	Hours	12.05	24.10	
09/09/21 Security - 07:30-09:30	2.00	Hours	12.05	30.13	
Officer - 15:00-17:30	2.50	Hours	12.05	24.10	
09/09/21 Security - 07:30-09:30	2.00	Hours	12.05	30.13	
Officer 09/10/21 - 15:00-17:30	2.50	Hours	12.05	24.10	
Security Officer - 07:30-09:30	2.50	Hours	12.05	30.13	
09/10/21 Security - 15:00-17:30	2.00	HOuRS	12.05	24.10	
Officer	2.50	Hours	12.05	30.13	
09/13/21 Security Officer			12.05		
09/13/21 Security Officer			12.05		
09/14/21 Security Officer					
09/14/21 Security					
Officer 09/15/21					
Security Officer					
09/15/21 Security					
Officer					
P.O. Box MS 39284					
Please remit .açment to: Ccsi Securiti;ç 8485 Jackson,					
<p>Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, fate payments will incur a \$35 late fee. Thanks so much for your business!!!!</p>			Sub-Total	542.30	
			Sales Tax		
			TOTAL	\$542.30	

Ccsi Securiti
P.O. Box 8485
Jackson, MS 39284

CUSTOMER

Marie Brown Or Hope Williams
LOCAT'ON

SERVICE

Mary C, Jones Ecd Center/Faith
3255 Bailey Ave
Jackson, MS 39213-6268

Ccsi Security
P.O. Box 8485
Jackson, MS 39284

CUSTOMER
Marie Brown Or Hope Williams

SERVICE

INVOICE NO.	17874
DATE	10/01/21

LOCATION

Westside Ecd Center
1450 Wiggins Rd
Jackson, MS
392094430

Westside Ecd Center
1450 Wiggins Rd
Jackson, MS 392094430

TERMS: Unit Receipt	CUSTOMER NO. 5069	JOB NO. 5073	P.O. NO.		
Description	Quantity	unit of Measure	price	Amount	
09/16/21 Security Officer - 07:00-09:30	2.50	Hours	12.05	30.13	
09/16/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/17/21 Security Officer - 07:00-09:30	2.50	Hours	12.05	30.13	
09/17/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/20/21 Security - 07:00-09:30	2.50	Hours	12.05	30.13	
09/20/21 Security - 15:00-17:30	2.50	Hours	12.05	30.13	
09/20/21 Security - 07:00-09:30	2.50	Hours	12.05	30.13	
09/20/21 Security - 15:00-17:30	2.50	Hours	12.05	30.13	
09/21/21 Security Officer - 07:00-09:30	2.50	Hours	12.05	30.13	
09/21/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/21/21 Security Officer - 07:00-09:30	2.50	Hours	12.05	30.13	
09/21/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/22/21 Security Officer - 07:00-09:30	2.50	Hours	12.05	30.13	
09/22/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/22/21 Security Officer - 07:00-09:30	2.50	Hours	12.05	30.13	
09/22/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/23/21 Security Officer - 07:00-09:30	2.50	Hours	12.05	30.13	
09/23/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/23/21 Security Officer - 07:00-09:30	2.50	Hours	12.05	30.13	
09/23/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/24/21 Security Officer - 07:00-09:30	2.50	Hours	12.05	30.13	
09/24/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/27/21 Security Officer - 07:00-09:30	2.50	Hours	12.05	30.13	
09/27/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/28/21 Security Officer - 07:00-09:30	2.50	Hours	12.05	30.13	
09/28/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	

Ccsi Securiti
P.O. Box 8485
Jackson, MS 39284

CUSTOMER

SERVICE

Marie Brown Or Hope Williams

<p>09/29/21 Security Officer 09/29/21 Security Officer 09/30/21 Security Officer 09/30/21 Security Officer</p> <p>P.O.</p>				
<p>Please remit payment to: Ccsi Box 8485 Jackson, MS 39284 Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!</p>			<p>Sub-Total</p>	<p>662.86</p>
			<p>Sales Tax</p>	
			<p>TOTAL</p>	<p>\$662.86</p>

Mary C. Jones Ecd Center/Faith
3255 Bailey Ave

Ccsi Security
P.O. Box 8485
Jackson, MS 39284

CUSTOMER
Ms, Jacqueline Jones
Jackson, MS 39213-6268

SERVICE

LOCATION

TERMS:	CUSTOMER NOV 5069	JOB NO. 5071	P.O. NO.		
Description	Quantity	Unit of measure	price	Amount	
09/16/21 Security - 07:30-09:30	2.00	Hours	12.05	24.10	
Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/15/21 Security - 07:30-09:30 Officer -	2.00	HourS	12.05	24.10	
09/17/21 Security - 15:00-17:30 Officer -	2.50	Hours	12.05	30.13	
09/17/21 Security - 07:00-09:30	2.50	HourS	12.05	30.13	
Officer 09/20/21 - 15:00-17:30	2.50	HourS	12.05	30.13	
Security Officer - 07:00-09:30	2.50	Hours	12.05	30.13	
09/20/21 Security - 15:00-17:30	2.50	HourS	12.05	30.13	
Officer - 07:00-09:30	2.50	Hours	12.05	30.13	
09/21/21 Security - 15:00-17:30 Officer -	2.50	Hours	12.05	30.13	
09/21/21 Security - 07:00-09:30 Officer -	2.50	Hours	12.05	30.13	
09/22/21 Security - 15:00-17:30 Officer -	2.50	Hours	12.05	30.13	
09/22/21 Security - 07:00-09:30	2.50	Hours	12.05	30.13	
Officer 09/23/21 - 15:00-17:30	2.50	Hours	12.05	30.13	
Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/23/21 Security - 07:30-09:30	2.00	Hours	12.05	24.10	
Officer - 15:00-17:30	2.50	HourS	12.05	30.13	
09/24/21 Security - 07:30-09:30	2.00	Hot.fS	12.05	24.10	
Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
09/24/21 Security - 07:30-09:30 Officer -	2.00	Hours	12.05	24.10	
09/27/21 Security - 15:00-17:30 Officer •	2.50	Hours	12.05	30.13	
09/28/21 Security Officer		Hours	12.05		
09/28/21 Security Officer		Hours			
09/29/21 Security Officer					
09/29/21 Security Officer					
09/30/21 Security Officer					
09/30/21 Security Officer					
Please remit .ment to: Security			Sub-Totat	602.58	
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!			Sans Tax		
			TAL	\$602.58	

INVOICE NO.	
DATE	

Mary C. Jones Ecd Center/Faith
3255 Bailey Ave
Jackson, MS 39213-6268

Ccsi Security
P.O. Box 8485
Jackson, MS 39284

CUSTOMER
Ms. Jacqueline Jones
Westside Ecd Center

SERVICE
Westside
LOCATIO
N

1450 Wiggins Rd
Jackson, MS 39209-4430

Ecd Center
1450 Wiggins Rd
Jackson, MS 39209430

TERMS: U n Recei		CUSTOMER NO. 5069	JOB NO. 5073	P.O. NO.	
Description		Quantity	Unit of Measu	Price	Amount
10/01/21 Security Officer	- 07:30-09:30 - 15:00-17:30	2.00	Hours	12.05	24.10
10/01/21 Security Officer	- 15:00-17:30	2.50	Hours		30.13
10/01/21 Security Officer -	- 15:00-17:30	2.50	Hours		30.13
10/04/21 Security Officer	- 07:30-09:30 - 15:00-17:30	2.00	Hours	12.05	24.10
10/04/21 Security Officer -	- 07:30-09:30	2.50	Hours	12.05	30.13
10/05/21 Security Officer	- 07:30-09:30 - 15:00-17:30	2.00	Hours	12.05	24.10
10/05/21 Security Officer	- 15:00-17:30	2.50	Hours	12.05	30.13
10/05/21 Security Officer -	- 07:30-09:30	2.00	Hours	12.05	24.10
10/05/21 Security Officer	- 07:30-09:30	2.50	HourS	12.05	30.13
10/06/21 Security Officer	- 15:00-17:30 - 07:30-09:30	2.00	Hours	12.05	24.10
10/06/21 Security Officer	- 07:30-09:30	2.50	Hours	12.05	30.13
10/06/21 Security Officer	- 15:00-17:30	2.00	HourS	12.05	24.10
10/07/21 Security Officer	- 07:30-09:30	2.50	Hours	12.05	30.13
10/07/21 Security Officer	- 07:30-09:30	2.00	Hours	12.05	24.10
10/07/21 Security Officer	- 15:00-17:30	2.50	Hours	12.05	30.13
10/07/21 Security Officer	- 07:30-09:30	2.00	Hours	12.05	24.10
10/08/21 Security Officer	- 07:30-09:30	2.50	Hours	12.05	30.13
10/08/21 Security Officer	- 15:00-17:30	2.00	Hours		24.10
10/08/21 Security Officer -	- 07:30-09:30	2.50	Hours	12.05	30.13
10/11/21 Security Officer	- 15:00-17:30	2.00	Hours		24.10
10/11/21 Security Officer	- 07:30-09:30	2.00	Hours		24.10
10/12/21 Security Officer	- 07:30-09:30		Hours		
10/13/21 Security Officer					
10/13/21 Security Officer					
10/14/21 Security Officer					
10/14/21 Security Officer					
10/15/21 Security Officer					
P.O.					
Pleas9 remit a nment to: Ccsi Securit, Box 8485 Jackson. MS 39284					536.27
Sub-Total					

Ccsi Security
P.O. Box 8485
Jackson, MS 39284

USTOMER

SERVICE

Brown Or Hope Williams

C. Jones Ecd Center/Faith

Marv C.

Center/Faith

1	2.	12.	24
Security	50	05	.1
Officer	2.	12.	0
10/07/2	00	05	30
1	2.	12.	.1
Security	50	05	3
Officer	2.	12.	24
10/07/2	00	05	.1
1	2.	12.	0
Security	50	05	30
Officer	2.		.1
10/	00		3
08/			24
21			.1
Sec			0
urit			30
y			.1
Offi			3
cer			24
10/			.1
08/			0
21			30
Sec			.1
urit			3
y			24
Offi			.1
cer			0
10/11/			30
21			.1
Securit			3
y			24
Officer			.1
10/11/2			0
1			
Security			
Officer			
10/12/2			
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Security			
Officer			
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Securit			
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Officer			
10/13/			
21			
Securit			
y			

Ccsi Security
P.O. Box 8485
MS 39254

CUSTOMER
Cecqueline Jones
Ecd Center

SERVICE

Westside

Officer 10/14/21 Security Officer - 15: 10/14/21 Security Officer - 10/15/ 21 Securit Y Officer 10/15/21 Security Officer -				
Please remit to: Securit P-O- Box 8485 Jackson, Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee- Thanks so much for your business!!!!		Sub- Total	Salø Tax	596.53
		TOTAL	\$596.5 3	

LOCATION

1450 Wiggins Rd
Jackson, MS 39209-4430

Ecd Center
1450 Wiggins Rd
Jackson, MS 39209-
4430

TERMS: U n Receiot	CUSTOMER NO. 5069	JOB NO. 5073	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	

Ccsi Security
P.O. Box 8485
Jackson, MS 39284

Jackson

INVOICE NO.	17933
DATE	11/01/21

CUSTOMER

Brown Or Hope Williams

C. Jones Ecd Center/Faith

SERVICE

Marv C.

Center/Faith

10/18/21 Security Officer	- 07:30-09:30	2.00	Hours	12.05	24.10
10/18/21 Security Officer	- 15:00-17:30	2.50	Hours	12.05	30.13
10/19/21 Security Officer	- 07:30-09:30	2.00	Hours	12.05	24.10
10/19/21 Security Officer	- 15:00-17:30	2.50	Hours	12.05	30.13
10/19/21 Security Officer	- 07:30-09:30	2.00	Hours	12.05	24.10
10/20/21 Security Officer	- 15:00-17:30	2.50	Hours		30.13
10/20/21 Security Officer	- 07:30-09:30	2.00	Hours		24.10
10/21/21 Security Officer -	- 15:00-17:30	2.50	Hours	12.05	24.10
10/21/21 Security Officer	- 07:30-09:30	2.00	Hours	12.05	30.13
10/22/21 Security Officer	- 15:00-17:30	2.50	Hours	12.05	24.10
	- 07:30-09:30	2.00	Hours	12.05	30.13
	- 07:30-09:30	2.00	Hours	12.05	30.13
	- 15:00-17:30	2.50	Hours		24.10
	- 15:00-17:30	2.50	Hours	12.05	24.10
	- 07:30-09:30	2.00	Hours		30.13
10/25/21 Security Officer					24.10
10/25/21 Security Officer					
10/26/21 Security Officer					
10/26/21 Security Officer -					
10/27/21 Security Officer					
10/27/21 Security Officer					
10/28/21 Security Officer					
10/28/21 Security Officer					
10/29/21 Security Officer					
10/29/21 Security Officer					
Please remit ,ment to: Ccsi Sacuri; P.O. Box 8485 Jackson. MS 39284			Sub-Total		482.04
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!			Sales Tax		
			OTAL		\$482.04

Ccsi Security
P.O. Box 8485
Jackson, MS 39284

CUSTOMER
Ms. Jacqueline Jones
Westside Ecd Center

SERVICE

Westside

INVOICE NO.	17932
DATE	11/01/21

LOCATION

Ecd

3255 Bailey Ave
Jackson, MS 39213-6268

3255 Bailey Ave
Jackson, MS 39213-6268

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.		
IJ"OI Recei 5t	5069	5071			
Description	Quantity	Unit of Measu	Price	Amount	
10/18/21	2.50	Hours	12.05	30.13	
Security	2.00	Hours	12.05	24.10	
Officer	2.50	Hours	12.05	30.13	
10/18/21	2.00	Hours	12.05	24.10	
Security	2.50	Hours	12.05	30.13	
Officer	2.00	Hours	12.05	24.10	
10/19/21	2.50	Hours	12.05	30.13	
Security	2.00	Hours	12.05	24.10	
Officer	2.50	Hours	12.05	30.13	
10/19/21	2.00	Hours	12.05	24.10	
Security	2.50	Hours	12.05	30.13	
Officer	2.00	Hours	12.05	24.10	
10/20/21	2.50	Hours	12.05	30.13	
Security	2.00	Hours	12.05	24.10	
Officer	2.50	Hours	12.05	30.13	
10/20/21	2.00	Hours	12.05	24.10	
Security	2.50	Hours	12.05	30.13	
Officer	2.00	Hours	12.05	24.10	
10/21/21	2.50	Hours	12.05	30.13	
Security	2.50	Hours	12.05	24.10	
Officer	2.00	Hours	12.05	24.10	
10/21/21	2.00	Hours	12.05	24.10	
Security	2.50	Hours	12.05	30.13	
Officer	2.00	Hours	12.05	24.10	
10/22/21	2.50	Hours	12.05	30.13	
Security	2.00	Hours	12.05	24.10	
Officer	2.50	Hours	12.05	30.13	
10/22/21	2.00	Hours	12.05	24.10	
Security	2.50	Hours	12.05	30.13	
Officer	2.00	Hours	12.05	24.10	
10/25/21	2.50	Hours	12.05	30.13	
Security	2.00	Hours	12.05	24.10	
Officer	2.50	Hours	12.05	30.13	
10/25/21	2.00	Hours	12.05	24.10	
Security	2.50	Hours	12.05	30.13	
Officer	2.00	Hours	12.05	24.10	
10/26/21 Security Officer -	2.50	Hours	12.05	30.13	
10/26/21	2.00	Hours	12.05	24.10	

Ccsi Security
P.O. Box 8485
Jackson, MS 39284

CUSTOMER Marie Brown Or Hope Williams
Mary C. Jones Ecd Center/Faith

SERVICE Marv C. Jones Center/Faith

Security Officer 10/27/21 Security Officer 10/27/21 Security Officer 10/28/21 Security Officer 10/28/21 Security Officer 10/29/21 Security Officer 10/29/21 Security Officer				
39284				
Pleaso remit "ment to: Cosi Securit P.O. Box 8485 Jackson. MS Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments wiE incur a \$35 late fee. Thanks so much for your business!!!!				542.30
Sub-Total				542.30
Sales Tax				
OTAL				\$542.30

INVOICE NO.	17963
DATE	1 1/16/21

LOCATION

1450 Wiggins Rd Jackson, MS 39209-4430

Ecd Center
1450 Wiggins Rd
Jackson, MS 392094430

TERMS: U non	CUSTOMER NO. 5069	JOB NO. 5073	P.O. NO.
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Ccsi Security
P.O. Box 8485
Jackson, MS 39284

CUSTOMER
Ms. Jacqueline Jones
Westside Ecd Center

SERVICE
Westside

Recei					
Description		Quantity	Unit of Me	Price	Amount
11/01/21 Security Officer	- 07:30-09:30 - 15:00-17:30	2.00	Hours	12.05	24.10
11/01/21 Security Officer		2.50	Hours	12.05	30.13
11/02/21 Security Officer	- 07:30-09:30	2.00	Hours	12.05	24.10
11/02/21 Security Officer	- 07:30-09:30	2.50	Hours	12.05	30.13
11/02/21 Security Officer	- 15:00-17:30	2.00	Hours	12.05	24.10
11/03/21 Security Officer		2.50	Hours	12.05	30.13
11/03/21 Security Officer		2.00	Hours	12.05	24.10
11/03/21 Security Officer	- 07:30-09:30	2.50	Hours	12.05	30.13
11/04/21 Security Officer	- 15:00-17:30	2.00	Hours	12.05	24.10
11/04/21 Security Officer	- 07:30-09:30	2.50	Hours	12.05	30.13
11/04/21 Security Officer	- 15:00-17:30	2.00	Hours	12.05	24.10
11/04/21 Security Officer	- 07:30-09:30	2.50	Hours	12.05	30.13
11/05/21 Security Officer	- 15:00-17:30	2.00	Hours	12.05	24.10
11/05/21 Security Officer	- 07:30-09:30	2.50	HourS	12.05	30.13
11/05/21 Security Officer	- 15:00-17:30	2.00	Hours	12.05	24.10
11/08/21 Security Officer	- 07:30-09:30	2.50	Hours	12.05	30.13
11/08/21 Security Officer	- 15:00-17:30	2.00	Hours	12.05	24.10
11/08/21 Security Officer	- 07:30-09:30	2.50	HOUr	12.05	30.13
11/08/21 Security Officer	- 15:00-17:30	2.00	S	12.05	24.10
11/09/21 Security Officer	- 07:30-09:30	2.50	Hours	12.05	30.13
11/09/21 Security Officer	- 15:00-17:30	2.00	Hours	12.05	24.10
11/09/21 Security Officer	- 07:30-09:30	2.50	Hours	12.05	30.13
11/09/21 Security Officer	- 15:00-17:30	2.00	Hours	12.05	24.10
11/10/21 Security Officer					
11/10/21 Security Officer					
11/10/21 Security Officer					
11/11/21 Security Officer					
11/11/21 Security Officer					
11/12/21 Security Officer					
11/12/21 Security Officer					
11/12/21 Security Officer					
11/15/21 Security Officer					
11/15/21 Security Officer					

Ccsi Security
 P.O. Box 8485
 Jackson, MS 39284

CUSTOMER
 Marie Brown Or Hope Williams
 Mary C. Jones Ecd Center/Faith

SERVICE
 Marv C. Jones Center/Faith

remit to: Ccsi P.O.				
Please Payment Security, Box 8485 Jackson.				
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 1 0 after then, late payments wilt incur a \$35 fate fee. Thanks so much for your business!!!!	Sub-Total			596.53
	Sales Tax			
	TOTAL			\$596.53

INVOICE NO.	17962
DATE	

LOCAT{ON

3255 Bailey Ave
 Jackson, MS 39213-6268

Ecd
 3255 Bailey Ave
 Jackson, MS 39213-6268

Ccsi Security
P.O. Box 8485
Jackson, MS 39284

CUSTOMER
Ms. Jacqueline Jones
Westside Ecd Center

SERVICE

Westside

TERMS: U n Recei t	CUSTOMER NO. 5069	JOB NO. 5071	P.O. NO.		
Description	Quantity	Unit of Measu	Price	Amount	
11/01/21 Security	2.00	Hours	12.05	24.10	
Officer	2.50	Hours	12.05	30.13	
11/01/21	2.00	Hours	12.05	24.10	
Security - 07:30-09:30	2.50	Hours	12.05	30.13	
Officer - 15:00-17:30	2.00	Hours	12.05	24.10	
11/02/21 Security	2.50	Hours	12.05	30.13	
Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
11/02/21	2.50	Hours	12.05	30.13	
Security - 15:00-17:30	2.00	Hours	12.05	24.10	
Officer - 07:30-09:30	2.50	Hours	12.05	30.13	
11/03/21	2.00	Hours	12.05	24.10	
Security - 15:00-17:30	2.50	Hours	12.05	30.13	
Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
11/03/21	2.50	Hours	12.05	30.13	
Security - 15:00-17:30	2.00	Hours	12.05	24.10	
Officer - 07:30-09:30	2.50	Hours	12.05	30.13	
11/04/21	2.00	Hours	12.05	24.10	
Security - 15:00-17:30	2.50	Hours	12.05	30.13	
Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
11/04/21 Security	2.50	Hours	12.05	30.13	
Officer - 15:00-17:30	2.00	Hours	12.05	24.10	
11/05/21 Security	2.00	Hours	12.05	24.10	
Officer - 07:30-09:30	2.50	Hours	12.05	30.13	
11/05/21 Security	2.00	Hours	12.05	24.10	
Officer - 07:30-09:30	2.50	Hours	12.05	30.13	
11/08/21					
Security - 15:00-17:30					
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Ccsi Security
P.O. Box 8485
Jackson, MS 39284

CUSTOMER

SERVICE

Marie Brown Or Hope Williams

Marv C. Jones Center/Faith

Mary C. Jones Ecd Center/Faith

<p>Officer 11/15/21 security Officer 11/15/21 Security Officer</p> <p>Ccsi P.O.</p>				
<p>Please remit ment to: Securit Box 8485 Jackson, MS</p> <p>Serving and protecting what is most valuable to you! Ptease be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 tate fee. Thanks so much for your business!!!!</p>	<p>Sub-Total</p> <p>Sabs</p> <p>Tax</p> <p>OTAL</p>	<p>566.40</p> <p></p> <p></p> <p>\$566.40</p>		

Ccsi Security
P.O. Box 8485
Jackson, MS 39284

CUSTOMER
Ms. Jacqueline Jones
Westside Ecd Center

SERVICE
Westside

INVOICE NO.	17982
DATE	12/01/21

LOCATION

Ecd Center
1450 Wiggins Rd
Jackson, MS 39209-4430

Ecd Center
1450 Wiggins Rd
Jackson, MS 392094430

TERMS: U on Receipt	CUSTOMER NO. 5069	JOB NO. 5073	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
11/16/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
11/16/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
11/16/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
11/16/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
11/17/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
11/17/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
11/17/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
11/17/21 Security Officer - 07:30-09:30	2.00	Hours	12.05	24.10	
11/17/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
11/17/21 Security Officer - 07:00-09:30	2.50	Hours	12.05	30.13	
11/18/21 Security Officer - 07:00-09:30	2.50	Hours	12.05	30.13	
11/18/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
11/18/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
11/18/21 Security Officer - 07:00-09:30	2.50	Hours	12.05	30.13	
11/19/21 Security Officer - 07:00-09:30	2.50	Hours	12.05	30.13	
11/19/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
11/19/21 Security Officer - 07:00-09:30	2.50	Hours	12.05	30.13	
11/19/21 Security Officer - 15:00-17:30	2.50	Hours	12.05	30.13	
11/22/21 Security Officer	2.50	Hours	12.05	30.13	
11/22/21 Security Officer					
11/23/21 Security Officer					
11/23/21 Security Officer -					
11/24/21 Security Officer					
11/24/21 Security Officer					
11/29/21 Security Officer					

Ccsi Security
P.O. Box 8485
Jackson, MS 39284

CUSTOMER

SERVICE

Brown Or Hope Williams

Mary C. Jones Center/Faith

C. Jones Ecd Center/Faith

Officer 11/29/21 Security Officer 11/30/21 Security Officer 11/30/21 Security Officer				
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Please remit a entto: Ccsi Secu • P.O. 8485 Jackson, MS 39284

Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!

Sub-Total	518.22
Sales Tax	
OTAL	\$518.22

INVOICE NO.	17981
DATE	12/01/21

LOCATION

Marie
Mary
3255 Bailey Ave

Ecd
3255 Bailey Ave

CUSTOMER
 Ms. Jacqueline Jones
 Westside Ecd Center
 Jackson, MS 39213-6268

SERVICE
 Westside
 Jackson, MS 39213-6268

TERMS: U n Recei t	CUSTOMER NO. 5069	JOB NO. 5071	P.O. NO.	
Description	Quantity	Unit of Measure	price	Amount
11/16/21 Security - 15:00-17:30	2.50	Hours	12.05	30.13
Officer - 07:30-09:30	2.00	Hours	12.05	24.10
11/16/21 Security - 15:00-17:30	2.50	Hours	12.05	30.13
Officer - 07:30-09:30	2.00	Hours	12.05	24.10
11/17/21 Security - 15:00-17:30	2.50	Hours	12.05	30.13
Officer - 07:30-09:30	2.00	Hours	12.05	24.10
11/17/21 Security - 07:30-09:30	2.00	Hours	12.05	24.10
Officer 11/18/21 - 15:00-17:30	2.50	Hours	12.05	30.13
Security Officer - 07:00-09:30	2.50	Hours	12.05	30.13
11/18/21 Security - 15:00-17:30	2.50	Hours	12.05	30.13
Officer - 07:00-09:30	2.50	Hours	12.05	30.13
11/19/21 Security - 15:00-17:30	2.50	Hours	12.05	30.13
Officer - 07:00-09:30	2.50	Hours	12.05	30.13
11/22/21 Security - 07:00-09:30	2.50	Hours	12.05	30.13
Officer - 15:00-17:30	2.50	Hours	12.05	30.13
11/22/21 Security - 07:00-09:30	2.50	Hours	12.05	30.13
Officer - 15:00-17:30	2.50	Hours	12.05	30.13
11/23/21 Security Officer	2.50	Hours	12.05	30.13
Officer 11/23/21 Security Officer	2.50	Hours	12.05	30.13
-				
11/24/21 Security Officer				
11/24/21 Security Officer -				
11/29/21 Security Officer				
11/29/21 Security Officer				
11/30/21 Security Officer -				
11/30/21 Security Officer				
Ccsi P.O.				
Please remit to: Secur* Box 8485 Jackson, MS 39284				488.09
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35	Sub-Total			488.09
	Sales Tax			
	TOTAL			\$488.09

Ccsi Security
P.O. Box 8485
Jackson, MS 39284

CUSTOMER
Brown Or Hope Williams
C. Jones Ecd Center/Faith

SERVICE
Mary C. Jones Center/Faith

late fee. Thanks so much for your business!!!!

O
F

Security
P.O. Box 8485
Jackson, MS 39284

INVOICE NO.	18008
DATE	12/16/21

LOCATIO
N

1450 Wiggins Rd Jackson, MS 39209-4430
Ecd Center
1450 Wiggins Rd Jackson, MS 39209-4430

TERMS: U n Recei t	CUSTOMER NO. 5069	JOB NO. 5073	P.O. NO.	
Description	Quantity	Unit of Measu re	Price	Amount

CUSTOMER

Ms.
Jacquelin
e Jones
Westside
Ecd
Center

Merry Christmas & have a Happy New Year!!!	2	Hours	1	3
12/01/21	.	Hours	2.	0
Security Officer	5	Hours	0	.
12/01/21	0	Hours	5	1
Security Officer	2	Hours	1	3
12/02/21	.	Hours	2.	3
Security Officer	5	Hours	0	0
12/02/21	0	Hours	5	.
Security Officer	2	Hours	1	1
12/02/21	.	Hours	2.	3
Security Officer	5	Hours	0	3
12/03/21	0	Hours	5	0
Security Officer	2	Hours	1	.
12/03/21	.	Hours	2.	1
Security Officer	5	Hours	0	3
12/03/21	0	Hours	5	3
Security Officer	2	Hours	1	0
12/06/21	.	Hours	2.	.
Security Officer	5	Hours	0	1
12/06/21	0	Hours	5	3
Security Officer	2	Hours	1	3
12/06/21	.	Hours	2.	0
Security Officer	5		0	.
12/07/21	0		5	1
Security Officer	2		1	3
12/07/21	.		2.	3
Security Officer	5		0	0
12/08/21	0		5	.
Security Officer	2		1	1
12/08/21	.		2.	3
Security Officer	5		0	3
12/09/21	0		5	0
Security Officer	2		1	.
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2	5		0	3
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Please remit ment to: Ccsi Secu P.O. Box 8485 Jackson, MS 39284		
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!	Sub-Total	662.86
	Sales Tax	
	OTAL	\$662.86

Ccsi Security
P.O. Box 8485
Jackson, MS 39284

CUSTOMER

Marie Brown Or Hope Williams
Mary C. Jones Ecd Center/Faith
3255 Bailey Ave
Jackson, MS 39213-6268

SERVICE

C. Jones Center/Faith

INVOICE NO.	18007
DATE	12/16/21

TERMS: U on Receipt	CUSTOMER NO. 5069	JOB NO. 5071	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
Merry Christmas & New Year!!!	2.50	Hours	12.05	30.13	
12/01/21 Security Officer	2.50	Hours	12.05	30.13	
12/01/21 Security Officer	2.50	Hours	12.05	30.13	
12/02/21 Security Officer	2.50	Hours	12.05	30.13	
12/02/21 Security Officer	2.50	Hours	12.05	30.13	
12/03/21 Security Officer	2.50	Hours	12.05	30.13	
12/06/21 Security Officer	2.50	Hours	12.05	30.13	
12/06/21 Security Officer	2.50	Hours	12.05	30.13	
12/07/21 Security Officer	2.50	Hours	12.05	30.13	
12/07/21 Security Officer	2.50	Hours	12.05	30.13	
12/08/21 Security Officer	2.50	Hours	12.05	30.13	
12/08/21 Security Officer	2.50	Hours	12.05	30.13	
12/09/21 Security Officer	2.50	Hours	12.05	30.13	
12/09/21 Security Officer	2.50	Hours	12.05	30.13	
12/10/21 Security Officer	2.50	Hours	12.05	30.13	
12/10/21 Security Officer	2.50	Hours	12.05	30.13	
12/13/21 Security Officer					
12/13/21 Security Officer					
12/14/21 Security Officer					
12/14/21 Security Officer					
12/15/21 Security Officer					
12/15/21 Security Officer					
Please remit a ent to: Ccsi Secu P.O. Box 8485 Jackson, MS 39284					
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!			Sub-Total	632.73	
			Sales Tax		
			TOTAL	\$632.73	

Ccsi Security
P.O. Box 8485
Jackson, MS 39284

LOCATIO N	CUSTOMER	SERVICE
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Maw	Ecd	
3255 Bailey Ave		
Jackson, MS 39213-6268		

Ccsi Security
P.O. Box 8485
Jackson, MS 39284

CUSTOMER

SERVICE

C. Jones Center/Faith

INVOICE NO.	18048
DATE	01/03/22

LOCATION

Ms. Jacqueline Jones
Westside Ecd Center
1450 Wiggins Rd
Jackson, MS 39209-4430

Westside Ecd Center
1450 Wiggins Rd
Jackson, MS 39209-4430

TERM	CUSTOMER NO.	JOB NO.	P.O. NO.		
S: U n Recei	5069	5073			
Description	Quantity	Unit of Measure	Price	Amount	
Happy NewYear!!!2022	2.5	Hours	12.0	30.1	
12/16/21 Security - 07:00-09:30	0	Hours	5	3	
Officer - 15:00-17:30	2.5	Hours	12.0	30.1	
12/16/21 Security - 07:00-09:30	0	Hours	5	3	
Officer 12/17/21 - 15:00-17:30	2.5	Hours	12.0	30.1	
Security Officer - 07:00-09:30	0	Hours	5	3	
12/17/21 Security - 15:00-17:30	2.5	Hours	12.0	30.1	
Officer - 07:00-09:30	0	Hours	5	3	
12/20/21 Security - 15:00-17:30	2.5	Hours	12.0	30.1	
Officer - 07:00-09:30	0	Hours	5	3	
12/20/21 Security - 15:00-17:30 Officer -	2.5	Hours	12.0	30.1	
12/21/21 Security - 07:00-09:30	0	Hours	5	3	
Officer - 15:00-17:30	2.5	Hours	12.0	30.1	
12/21/21 Security - 07:00-09:30	0	Hours	5	3	
Officer 12/22/21 - 15:00-17:30	2.5	Hours	12.0	30.1	
Security Officer - 07:00-09:30	0	Hours	5	3	
12/22/21 Security - 15:00-17:30	2.5	Hours	12.0	30.1	
Officer	0	Hours	5	3	
12/27/21 Security Officer	2.5	Hours	12.0	30.1	
12/27/21 Security Officer -	0	Hours	5	3	
12/28/21 Security Officer	2.5	Hours	12.0	30.1	
12/28/21 Security Officer	0	Hours	5	3	
12/28/21 Security	2.5	Hours	12.0	30.1	
Officer 12/29/21	0	Hours	5	3	
Security Officer	2.5	Hours	12.0	30.1	
12/29/21 Security Officer	0	Hours	5	3	
	2.5	Hours	12.0	30.1	
	0	Hours	5	3	
	2.5	Hours	12.0	30.1	
	0	Hours	5	3	
	2.5	Hours	12.0	30.1	
	0	Hours	5	3	
	2.5	Hours	12.0	30.1	

Ccsi Security
P.O. Box 8485
Jackson, MS 39284

CUSTOMER		SERVICE		
Ccsi	P.O. Box	0	5	3

Please remit to: Securi 8485 Jackson, MS 39284		Sub-Total	482.08
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!		Sales Tax	
		TOTAL	\$482.08

Marie Brown Or Hope Williams
Mary C. Jones Ecd Center/Faith
3255 Bailey Ave
Jackson, MS 39213-6268

DATE	01/03/22
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LOCATION

INVOICE NO.	18047
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Mary C. Jones Ecd Center/Faith
3255 Bailey Ave
Jackson, MS 39213-6268

TERMS: Un Receipt	CUSTOMER NO. 5069	JOB NO. 5071	P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount

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Happy New Year!!12022		2.50	Hours	12.05	30.13
12/16/21 Security	- 07:00-09:30	2.50	Hours	12.05	30.13
Officer	- 15:00-17:30	2.50	Hours	12.05	30.13
12/16/21 Security	- 07:00-09:30	2.50	Hours	12.05	30.13
Officer	12/17/21 - 15:00-17:30	2.50	Hours	12.05	30.13
Security Officer	- 07:00-09:30	2.50	Hours	12.05	30.13
12/17/21 Security	- 15:00-17:30	2.50	Hours	12.05	30.13
Officer	- 07:00-09:30	2.50	Hours	12.05	30.13
12/20/21 Security	- 15:00-17:30	2.50	Hours	12.05	30.13
Officer	- 07:00-09:30	2.50	Hours	12.05	30.13
12/20/21 Security	- 15:00-17:30	2.50	Hours	12.05	30.13
Officer	- 07:00-09:30	2.50	Hours	12.05	30.13
12/21/21 Security	- 15:00-17:30	2.50	Hours	12.05	30.13
Officer	- 07:00-09:30	2.50	Hours	12.05	30.13
12/21/21 Security	- 15:00-17:30	2.50	Hours	12.05	30.13
Officer	- 07:00-09:30	2.50	Hours	12.05	30.13
12/22/21 Security	- 15:00-17:30	2.50	Hours	12.05	30.13
Officer	- 07:00-09:30	2.50	Hours	12.05	30.13
12/22/21 Security	- 15:00-17:30	2.50	HOuRS	12.05	30.13
Officer	12/27/21 Security				
Officer					
12/27/21 Security Officer					
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Please remit ent to: Ccsi Secu P.O. Box 8485 Jackson, MS 39284		482.08
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. Alt invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!	Sub-Total	
	Sales Tax	
	OTAL	\$482.08

O
F

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 PROCUREMENT OF SERVICES FROM CUSTOM CREATIONS, INC. OF MS D/B/A PONDEROSA FENCE AND GATE FOR MAINTENANCE SERVICES PROVIDED AT THE SMITH ROBERTSON MUSEUM AND CULTURAL CENTER AND AUTHORIZING PAYMENT TO SAID VENDOR (WARD 7) is legally sufficient for placement in NOVUS Agenda.

OFFICE OF THE CITY ATTORNEY
[Signature]

Catoria Martin, City Attorney

Chandra C. Gayten, Deputy City Attorney

[Signature]
[Signature]

DATE: 1/26/22

OFFICE OF THE CLERK OF THE ATTORNEY
CA

ORDER RATIFYING PROCUREMENT OF SERVICES FROM CUSTOM CREATIONS, INC. OF MS D/B/A PONDEROSA FENCE AND GATE FOR MAINTENANCE SERVICES PROVIDED AT THE SMITH ROBERTSON MUSEUM AND CULTURAL CENTER AND AUTHORIZING PAYMENT TO SAID VENDOR (WARD 7)

WHEREAS, the Department of Human and Cultural Services has a continuing need for gated and fence security to protect the historical site of the Smith Robertson Museum and Cultural Center and the artifacts housed within; and

WHEREAS, Custom Creations Inc. d/b/a Ponderosa Fence and Gate (“Custom Creations, Inc. of MS”) is capable of providing qualified maintenance and repair service at the times required for the operations of the Smith Robertson Museum and Cultural Center; and

WHEREAS, Custom Creations Inc. of MS’s principal address is 102 Excell Drive, Pearl, Mississippi 39208; and

WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not “required”, but “recommended” to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority; and

WHEREAS, in order to ensure the continued and proper maintenance of the Smith Robertson Museum, the Department of Human and Cultural Services is requesting that the procurement of services from Custom Creation, Inc. of MS be ratified and authorized for payment:

	Date	Vendor Name	Services	Amount
1.	7/22/2021	Custom Creations, Inc. of MS d/b/a Ponderosa Fence and Gate	The Department of Human and Cultural Services has a continuing need for gated and fence security to protect historical site of the Smith Robertson Museum and Cultural Center and the artifacts housed within the facility.	\$267.47
			Total	\$267.47

IT IS, THEREFORE, ORDERED that the procurement of services from Custom Creations, Inc. of MS d/b/a Ponderosa Fence and Gate be authorized and payment made to Custom Creations, Inc. of MS d/b/a Ponderosa Fence and Gate for maintenance services provided at the Smith Robertson Museum and Cultural Center at a cost not to exceed \$269.47.

Agenda Item No. 14
 Agenda Date: February 15, 2022
 (Kidd, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET February 1, 2022
DATE


POINTS		COMMENTS
1.	Brief Description	ORDER RATIFYING PROCUREMENT OF SERVICES FROM CUSTOM CREATIONS, INC. OF MS D/B/A PONDEROSA FENCE AND GATE FOR MAINTENANCE SERVICES PROVIDED AT THE SMITH ROBERTSON MUSEUM AND CULTURAL CENTER AND AUTHORIZING PAYMENT TO SAID VENDOR (WARD 7)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1, 5, 7
3.	Who will be affected	Citizens who visit the Smith Robertson Museum and require secured parking after hours for special events;
4.	Benefits	The perimeter security gate provides safety for staff and visitors and protects the historical site and the artifacts and exhibits housed within. Access is allowed by remote equipment operated by staff.
5.	Schedule (beginning date)	Upon execution of agreement, and issuance of a notice to proceed, approximately 12months ending no later than January 31, 2023.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7 Yes
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human and Cultural Services
8.	COST	Not to exceed \$275.00 a quarter
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

Department of Human & Cultural Services



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

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Adriane Dorsey-Kidd 
Department of Human and Cultural Services
Date: January 12, 2022
Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item for the Order ratifying the payment of \$269.47, for services from Custom Creations, Inc. of MS- Ponderosa Fence and Gate, on June 22, 2021 for repair services for the Smith Robertson Museum and Cultural Center perimeter security gate.

Custom Creations, Inc. of MS- Ponderosa Fence and Gate has provided maintenance, repair and training of museum staff on the proper operation of the security gate on an as need basis since 2019.

Please free to contact Gwen Harmon at 601- 960- 1457 or David Lewis at 601-960-1573 with any questions or clarifications you may have.



Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
CUSTOM CREATIONS, INC. OF MS	Legal

Business Information

Business Type:	Profit Corporation
Business ID:	690116
Status:	Good Standing
Effective Date:	08/01/2000
State of Incorporation:	Mississippi
Principal Office Address:	102 Excell Drive Pearl, MS 39208

Registered Agent

Name
Torrey, Allen
102 Excell Drive
Pearl, MS 39208

Officers & Directors

Name	Title
Michael W. Miley 227 Belaire Dr Pearl, MS 39208	Incorporator
Dennis J. Allen PO Box 54461 Pearl, MS 39288	Incorporator
Kevin Dykes 121 Azalea Cir. Madison, MS 39110	Director, President
Howard D Evans 5488 Hwy 18 Brandon, MS 39042	Director, Vice President
Lamar A Thomley Jr 1283 East Deer Ridge Brandon, MS 39042	Director, Vice President
Allen McFarland Torrey Sr. 4113 Highway 61 Fayette, MS 390694794	Director, Secretary, Treasurer

ORDER AUTHORIZING THE DONATION OF MATCHING CONTRIBUTIONS TO VARIOUS ORGANIZATIONS FOR DEVELOPMENT AND SUPPORT OF THE ARTS AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS WITH VARIOUS ORGANIZATIONS

OFFICE OF THE ATTORNEY GENERAL

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972 as amended authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2021-2022 fiscal year for the promotion and development of the arts; and

WHEREAS, the budgeted funds were subject to be allocated on a competitive basis; and

WHEREAS, interested organizations were notified of the availability of the funds and invited to apply; and

WHEREAS, the Department of Human and Cultural Services recommends that the budgeted funds be awarded to the following organizations for the promotion and development of the arts:

1	ASSOCIATION OF JACKSON NEIGHBORHOOD Ernest Ward, P. O. Box 6682 Jackson MS 39282	\$10,000
2	COMMUNITY FOUNDATION FOR MS HAL'S ST PADDY PARADE FOUNDATION Jane Alexander, 119 S. President Street First Floor Jackson, MS 39201	\$10,000
3	FOUNDATION FOR MS HISTORY EVENT 2 Laney McDonald, P. O. Box 571 Jackson MS 39205-0571	\$10,000
4	JACKSON INDIE MUSIC WEEK Brad Franklin, 5324 Jamaica Drive Jackson, MS 39211	\$10,000
5	WESTSIDE CIVIC CLUB EVENT 1 Seymore Bell, P. O. Box 59561 Jackson MS 39284	\$2,450
6	WESTSIDE CIVIC CLUB EVENT 2 Seymore Bell, P. O. Box 5961 Jackson MS 39284	\$2,550
	Total	\$45,000

IT IS, THEREFORE, ORDERED that the City of Jackson's budgeted funds for the 2021-2022 Fiscal Year in the amount of \$45,000.00 for the promotion and development of the arts are hereby awarded to the following organizations:

1	ASSOCIATION OF JACKSON NEIGHBORHOOD Ernest Ward, P. O. Box 6682 Jackson MS 39282	\$10,000
2	COMMUNITY FOUNDATION FOR MS HAL'S ST PADDY PARADE FOUNDATION Jane Alexander, 119 S. President Street First Floor Jackson, MS 39201	\$10,000
3	FOUNDATION FOR MS HISTORY EVENT 2 Laney McDonald, P. O. Box 571 Jackson MS 39205-0571	\$10,000
4	JACKSON INDIE MUSIC WEEK Brad Franklin, 5324 Jamaica Drive Jackson, MS 39211	\$10,000
5	WESTSIDE CIVIC CLUB EVENT 1 Seymore Bell, P. O. Box 59561 Jackson MS 39284	\$2,450
6	WESTSIDE CIVIC CLUB EVENT 2 Seymore Bell, P. O. Box 5961 Jackson MS 39284	\$2,550
	Total	\$45,000

Agenda Item No#15
Agenda Date: February 15, 2022
(Kidd, Lumumba)

CITY COUNCIL AGENDA

ITEM 10 POINT DATA SHEET

DATE: 01/19/2022

POINTS		COMMENTS																		
1.	Brief Description/Purpose	Order authorizing the donation of matching contributions for development and support of arts and authorizing the Mayor to execute contracts with various organizations.																		
2.	Public Policy Initiative <ul style="list-style-type: none"> ○ Youth & Education ○ Crime Prevention ○ Changes in City Government ○ Neighborhood Enhancement ○ Economic Development ○ Infrastructure and Transportation ○ Quality of Life 	Quality of Life Economic Development																		
3.	Who will be affected	The general public																		
4.	Benefits	Increased and improved services in the City of Jackson																		
5.	Schedule (Beginning date) (Completion date)	As soon as approved																		
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide																		
7.	Action implemented by: <ul style="list-style-type: none"> ○ Mayor's Office ○ City Department ○ Consultant 	Department of Human and Cultural Services																		
8.	COST	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>ASSOCIATION OF JACKSON NEIGHBORHOOD</td> <td align="right">\$10,000</td> </tr> <tr> <td>COMMUNITY FOUNDATION FOR MS HAL'S ST PADDY PARADE FOUNDATION</td> <td align="right">\$10,000</td> </tr> <tr> <td>FOUNDATION FOR MS HISTORY EVENT 2</td> <td align="right">\$10,000</td> </tr> <tr> <td>JACKSON INDIE MUSIC WEEK</td> <td align="right">\$10,000</td> </tr> <tr> <td>WESTSIDE CIVIC CLUB EVENT 1</td> <td align="right">\$2,450</td> </tr> <tr> <td>WESTSIDE CIVIC CLUB EVENT 2</td> <td align="right">\$2,550</td> </tr> <tr> <td>Total</td> <td align="right">\$45,000.00</td> </tr> </table>					ASSOCIATION OF JACKSON NEIGHBORHOOD	\$10,000	COMMUNITY FOUNDATION FOR MS HAL'S ST PADDY PARADE FOUNDATION	\$10,000	FOUNDATION FOR MS HISTORY EVENT 2	\$10,000	JACKSON INDIE MUSIC WEEK	\$10,000	WESTSIDE CIVIC CLUB EVENT 1	\$2,450	WESTSIDE CIVIC CLUB EVENT 2	\$2,550	Total	\$45,000.00
ASSOCIATION OF JACKSON NEIGHBORHOOD	\$10,000																			
COMMUNITY FOUNDATION FOR MS HAL'S ST PADDY PARADE FOUNDATION	\$10,000																			
FOUNDATION FOR MS HISTORY EVENT 2	\$10,000																			
JACKSON INDIE MUSIC WEEK	\$10,000																			
WESTSIDE CIVIC CLUB EVENT 1	\$2,450																			
WESTSIDE CIVIC CLUB EVENT 2	\$2,550																			
Total	\$45,000.00																			
9.	Source of Funding <ul style="list-style-type: none"> ○ General Fund ○ Enterprise ○ Grant ○ Bond Other	General Funds Acct# 001 43300 6742																		
10.	EBO participation	ABE _____ % 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: Chokwe Antar Lumumba
Mayor**

From: Dr. Adriane Dorsey-Kidd *ADK*
Director

Date: Jan 19, 2022

Subject: Grant Recommendations

City of Jackson staff have reviewed and evaluated the Cultural Arts and Community Based proposals submitted for funding from the general fund. Based on the rating system used by staff the organizations listed below are the recommendations made for funding.

ASSOCIATION OF JACKSON NEIGHBORHOOD	\$10,000
COMMUNITY FOUNDATION FOR MS HAL'S ST PADDY PARADE FOUNDATION	\$10,000
FOUNDATION FOR MS HISTORY EVENT 2	\$10,000
JACKSON INDIE MUSIC WEEK	\$10,000
WESTSIDE CIVIC CLUB EVENT 1	\$2,450
WESTSIDE CIVIC CLUB EVENT 2	\$2,550
Total	\$45,000.00

I am requesting this item be placed on the Council agenda.

Should you have questions or concerns regarding this matter, please do not hesitate to notify me.

Office of the City Attorney


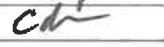
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE DONATION OF MATCHING CONTRIBUTIONS TO VARIOUS ORGANIZATIONS FOR DEVELOPMENT AND SUPPORT OF THE ARTS AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS WITH VARIOUS ORGANIZATIONS is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*

Chandra C. Gayten, *Deputy City Attorney*

DATE:

1/26/22

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
Feb. 21, 2022

ORDER ACCEPTING SERVICES AND AUTHORIZING PAYMENT FOR SERVICES PROVIDED BY MOTOROLA SOLUTIONS INC FOLLOWING EXPIRATION OF AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL MAINTENANCE SERVICE AGREEMENT WITH MOTOROLA, INC FOR THE MAINTENANCE OF THE CITY OF JACKSON'S FIRE ALERTING SYSTEM FOR THE PERIOD FEBRUARY 15, 2022 THROUGH SEPTEMBER 30, 2022 (ALL WARDS)

WHEREAS, on September 30, 2021 the annual service agreement with Motorola Solutions, Inc. for a Fire Alerting System expired; and

WHEREAS, that agreement included provisions for the service and maintenance of the City of Jackson's Fire Alerting System from Motorola Solutions, Inc.; and

WHEREAS, Motorola's services have continued since expiration of the agreement on September 30, 2021; and

WHEREAS, it is necessary that the maintenance service agreement be executed to provide continuous service and maintenance of the Fire Alerting System; and

WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not "required", but "recommended" to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority; and

WHEREAS, the City of Jackson was rendered Local Repair with Onsite Response and Local Technical Support services between October 1, 2021 through February 14, 2022 from Motorola Solutions, Inc. for the Fire Alerting System at a cost not exceeding \$5,675.12 per month for local repair with onsite response and \$366.50 per month for local technical support for a total cost not exceeding \$27,187.29; and

WHEREAS, Motorola Solutions, Inc. has agreed to provide Local Repair with Onsite Response and Local Technical Support for the Fire Alerting System at a cost not to exceed \$5,675.12 per month for local repair with onsite response and \$366.50 per month for local technical support. This agreement is for period of February 15, 2022 through September 30, 2022 for a cost not to exceed \$45,312.15; under the same cost, terms and conditions, which previously existed; and

Agenda Item No#16
Agenda Date: February 15, 2022
(Owens, Lumumba)

IT IS HEREBY ORDERED that the Mayor be authorized to execute a renewable maintenance service agreement with Motorola Solutions, Inc. for Local Repair with Onsite Response and Local Technical Support to the City's Fire Alerting System wherein the city agrees to pay Motorola Solutions, Inc. no more than \$5,675.12 per month for local repair with onsite response and \$366.50 per month for local technical support for a total cost not to exceed \$45,312.15

IT IS HEREBY ORDERED that the Mayor be authorized to annually renew the aforementioned maintenance service agreement under the same cost, terms and conditions existing previously described, provided said renewals are in the best interest of the City of Jackson and do not extend said agreement past September 30, 2022 without further authority from the City's governing authority.

IT IS HEREBY ORDERED that the Mayor be authorized to execute any documents necessary to effectuate the aforementioned maintenance service agreement.

Item No. _____

Agenda Date: _____

By: Owens, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

January 27, 2022

DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER ACCEPTING SERVICES AND AUTHORIZING PAYMENT FOR SERVICES PROVIDED BY MOTOROLA SOLUTIONS INC FOLLOWING EXPIRATION OF AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL MAINTENANCE SERVICE AGREEMENT WITH MOTOROLA, INC FOR THE MAINTENANCE OF THE CITY OF JACKSON'S FIRE ALERTING SYSTEM FOR THE PERIOD FEBRUARY 15, 2022 THROUGH SEPTEMBER 30, 2022 (ALL WARDS)	
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 and Quality of Life	
3.	Who will be affected	Citizens of Jackson and the Metro Area	
4.	Benefits	To provide exceptional emergency service to citizens and visitors	
5.	Schedule (beginning date)	N/A	
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"/>	Jackson Fire Department	
8.	COST		
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other	General Fund acct number 001.441.20.6419	
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 ___

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor City of Jackson

From: Willie Owens, Chief of Fire Department

Date: January 27, 2022

Re: Motorola Solution, Inc. Service Renewal

The attached agenda item is an order ratifying service agreement with Motorola Solutions, Inc. and an annual renewal service agreement with Motorola Solutions, Inc. for a Fire Alerting System, which expired on September 30, 2021. The ratification portion of this agreement is for the period October 1, 2021- February 14, 2022 in the amount of \$27,187.29 in which Motorola provided services to the Jackson Fire Department.

Motorola has agreed to provide Local Repair with Onsite Response and Local Technical Support services for a period extended from February 15, 2022- September 30, 2022 as outlined in the attached agreement for a yearly cost of no more than \$45,312.15.

WO/ss



SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000003488
Contract Modifier: R02-JUN-21 14:02:48

Date: 08-OCT-2021

<p>Company Name: Jackson, City Of Attn.: Sharon Smith Billing Address: 2320 Riverside Dr City, State, Zip Code: Jackson, MS 39202 Customer Contact: Willie Owens Phone: 601-960-1392</p>
--

P.O.#: N/A
Customer #: 1000635378
Bill to Tag#: 0001
Contract Start Date: 01-OCT-2021
Contract End Date: 30-SEP-2022
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC02SVC0030C	LOCAL REPAIR WITH ONSITE RESPONSE	\$5,675.12	\$68,101.44
	SVC02SVC0072A	LOCAL TECHNICAL SUPPORT	\$366.50	\$4,398.00
			Sub Total	\$72,499.44
			Taxes	\$0.00
			Grand Total	\$72,499.44
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
<i>Wm. Ryan Bozman</i>	Customer Support Manager	10/8/2021
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
WILLIAM BOZMAN	(815) 499-2725	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

Revised June 16, 2018

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any

other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Company Name : Jackson, City Of
Contract Number : USC000003488
Contract Modifier : R02-JUN-21 14:02:48
Contract Start Date : 01-OCT-2021
Contract End Date : 30-SEP-2022



Statement of Work

Local Repair with Onsite Response

1.0 Description of Services

Local Repair with Onsite Response is a repair service provided by the Servicer for Infrastructure named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola Servicer has the following responsibilities:

- 2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.
- 2.2. Perform the following on Motorola Infrastructure:
 - 2.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.
 - 2.2.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications.
- 2.3. Provide the following service on select third party Infrastructure
 - 2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.
 - 2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
- 2.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer required by Section 3.2. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.
- 2.5. Notify the Customer upon completion of repair or replacement.
- 2.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.
- 2.7. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
 - 3.1.1. Provide customer name, address of site location, and symptom of problem.
 - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- 3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
- 3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.



Statement of Work

Contract Administration Services

1.0 Description of Services

The Contract Administration Service provides for a Customer Support Manager. The Manager will handle administration, purchase orders and payments to third party vendors used to support the network. A list of services is noted below in section 2.0.

2.0 Motorola has the following responsibilities:

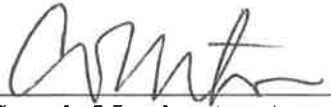
- 2.1. Onsite Infrastructure Response by the Service Partner, Motorola employees or third party vendors for network outages.**
- 2.2. Escalate the Case to the appropriate party upon expiration of a Response time.**
- 2.3. Work with Motorola CCO and/or the Service Partner regarding case management and resolution.**
- 2.4. Coordinate technical resolutions with agreed upon third party Vendor(s), as needed.**
- 2.5. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.**
- 2.6. Work to advise customer for software and hardware upgrades performed by Motorola Upgrade Operations and/or Engineering. This may include OS patches, any Motorola Service Bulletins and coordinate schedules for work being performed by various groups**


Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-6356

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING SERVICES AND AUTHORIZING PAYMENT FOR SERVICES PROVIDED BY MOTOROLA SOLUTIONS INC FOLLOWING EXPIRATION OF AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL MAINTENANCE SERVICE AGREEMENT WITH MOTOROLA, INC FOR THE MAINTENANCE OF THE CITY OF JACKSON'S FIRE ALERTING SYSTEM FOR THE PERIOD FEBRUARY 15, 2022 THROUGH SEPTEMBER 30, 2022** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
Victoria James, *Deputy City Attorney* 

2/9/22

DATE

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY CLERK
VJ 2/15/2022

ORDER ACCEPTING SERVICES PROVIDED BY THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) IN CONDUCTING COURSE NFPA 1072 TO THE JACKSON FIRE DEPARTMENT (ALL WARDS)

WHEREAS, the City of Jackson Fire Department began a recruit training class in January 2022; and;

WHEREAS, the City of Jackson Fire Department provides some training to recruits and other training is conducted by the Mississippi State Fire Academy; and

WHEREAS, the City of Jackson Fire Department had five recruits that did not pass course NFPA 1072; and

WHEREAS, the Mississippi State Fire Minimum Standards Board was authorized to promulgate regulations establishing minimum educational and training standards, and the process for certifying fire personnel in the State of Mississippi; and

WHEREAS, regulations of the Mississippi State Fire Minimum Standards Board require the completion of the NFPA 1072 by all candidates prior to entering into an approved Firefighter I and II training program; and

WHEREAS, the regulations further require that the NFPA 1072 be administered at the Mississippi State Fire Academy or through a field delivery program; and

WHEREAS, the date for commencement of the field delivery program was January 31, 2022; and

WHEREAS, the Mississippi State Fire Academy has provided the Jackson Fire Department with a Memorandum of Understanding (MOU) related to the candidates it is recommending for participation in the field delivery program with provisions as follows:

(1) The location of the field delivery program will be the City of Jackson Fire Department Training Facility; and

(2) The Mississippi State Fire Academy will furnish to the course coordinator for the City of Jackson Fire Department, field delivery program, the Fire Fighter NFPA 1072 course, and a complete package to manage delivery of the course; and

(3) **Books will not** be included in the materials furnished the City of Jackson Fire Department, field delivery program, and the City of Jackson is responsible for purchasing any required books from the textbook publisher; and

Agenda Item No#17 Agenda Date: February 15, 2022 (Owens, Lumumba)

(4) All documents and curriculum furnished to the City of Jackson Fire Department shall constitute property of the Mississippi State Fire Academy and may not be duplicated or used outside of the subject delivery; and

(5) The Mississippi State Fire Academy will approve and administer all written and skill examinations; and

(6) Certificates will be issued upon the successful completion of the course; and

(7) The minimum number of candidates has been removed due to COVID and the maximum number of candidates for the field delivery course is fifteen (15); and

(8) The Jackson Fire Department will have a total of five (5) students participating. There is no charge (GRANT FUNDED);

WHEREAS, the best interest of the public health, safety, and welfare would be served by authorizing the Mayor to execute the MOU with the Mississippi State Fire Academy

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute the MOU with the Mississippi State Fire Academy for the delivery course that commenced on January 31, 2022;

Item No. _____

Agenda Date: _____

By: Lumumba, Owens

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET February 7, 2022
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER ACCEPTING SERVICES PROVIDED BY THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) IN CONDUCTING COURSE NFPA 1072 TO THE JACKSON FIRE DEPARTMENT (ALL WARDS)
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	Who will be affected	Citizens of Jackson and Metro Area
4.	Benefits	To provide exceptional emergency response to citizens and visitors
5.	Schedule (beginning date)	January 31, 2022
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"/>	JACKSON FIRE DEPARTMENT
8.	COST	\$0.00
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	GRANT FUNDED



STATE FIRE ACADEMY

Terry Wages
Executive Director

Division of Mississippi Department of Insurance
1 Fire Academy U.S.A.
Jackson, Mississippi 39208-9600
Phone: (601) 932-2444

Mike Chancy
Insurance Commissioner

Memorandum of Understanding (Rev. 1/2022)

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

Customer Name: Jackson Fire Department
Address: 555 S. West Street
City, State Zip: Jackson, MS 39201
Phone: 601-961-1523
Fax: 601-960-2076
Federal ID Number: _____
Contact Person/Title: Billy Johnson / Chief of Training
Email Address: bjohnson@city.jackson.ms.us

1. **DATE(S) OF SERVICE:** January 31, 2022

2. **LOCATION FOR SERVICE TO BE PERFORMED:** Jackson Fire Department

3. **DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER** Mississippi State Fire Academy (MSFA) shall provide the course NFPA 1072. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. No books are included. MSFA will administer all written and skill examinations.

Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc shall be between the MSFA coordinator and the local course manager. Certificate will be issued upon successful completion of course.

All documents and curriculum provided to you from the MSFA is the property of MSFA and cannot be duplicated for use outside of this delivery. No books are included, and customer is wholly responsible for purchasing any required books through the textbook publisher.

4. **NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:**

Minimum Number: removed Maximum Number: 15

5. **SERVICE FEE:** Total Cost: **No Charge (grant funded)** And/or Cost Per Student:

Jackson FD - 5 students

Customer agrees to pay the service fee for the minimum number of seats being reserved herein, regardless of whether the minimum number of students actually attends the training.

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Please note : If there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.

If on Academy campus Monday through Thursday, are meals to be provided: Yes No If Yes, indicate which meals are provided: _____ Breakfast served 6:30 a.m. to 7:15 a.m. _____ Lunch served 11:30 a.m. to 12:45 p.m.

If on Academy campus Monday through Thursday, are dorm beds requested: Yes _____ # of Beds No

Note An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:

Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

7. INSURANCE:

Customer represents that it will maintain workers' compensation insurance as prescribed by law that will insure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties

8. GOVERNING LAW:

This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:

Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear)

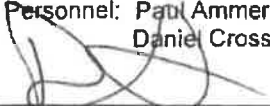
10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:

Mississippi State Fire Academy
Authorized Personnel: Terry Wages, Executive Director
Authorized Personnel: Paul Ammerman, Admin. Svcs.
Daniel Cross, Instructional Svcs.

Customer: Jackson Fire Department
Authorized Personnel: Chokwe Lumumba
Title: Mayor
Authorized Personnel:

 2/2/24

Signature/Date

Signature/Date

Signature/Date

Optional Signature/Date:

Academy Contact Regarding this Agreement:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Telephone: _____
Email: _____

Customer Invoicing/Billing Address

Contact Name: _____
Contact Phone Number: _____

Please email to Lynn Tyler at: lylert@msfa.ms.gov
Mississippi State Fire Academy
#1 Fire Academy USA, Jackson MS 39208-9600
601-932-2444

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor City of Jackson
From: Willie Owens, Chief of Fire Department
Date: February 7, 2022
Re: Mississippi State Fire Academy to Conduct NFPA 172 Course

The Mississippi State Fire Academy began conducting NFPA 1072 Course for five (5) recruits. Academy staff provided testing to the Jackson Fire Department's recruits.

The service fee is \$0.00 per student. The course is grant funded. The total cost of the services that is being rendered is \$ 0.00.

If you have questions or concerns, please let me know.

wo/ss

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 ACCEPTING SERVICES PROVIDED BY THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) IN CONDUCTING COURSE NFPA 1072 TO THE JACKSON FIRE DEPARTMENT (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Victoria James, *Deputy City Attorney*



2/9/22

DATE

OFFICE OF THE CITY ATTORNEY
2/9/2022

OFFICE OF THE CITY ATTORNEY
 J. J. 2/15/2022

ORDER AUTHORIZING THE MAYOR TO EXECUTE ONE (1) BUSINESS CLASS SERVICE ORDER AGREEMENT TO INSTALL COMCAST HIGH SPEED INTERNET WITH WI-FI AND CABLE SERVICE AT FIRE STATION 20 (NEW CONSTRUCTION) LOCATED AT 4445 MEDGAR EVERS BOULEVARD.

WHEREAS, it is the desire of the Jackson Fire Department to provide internet and cable services on a two year (24 month) agreement for fire department's newly under construction Fire Station 20 located at 4445 Medgar Evers Blvd; and

WHEREAS, the Fire Department desires to use the Business Internet 300 Plus Data Package for a discounted rate of \$180.00 for months 1-12, plus \$77.32 for equipment and additional services, increasing to \$200.00 for months 13-24, plus \$114.80 for equipment and additional services. This data package also includes Business Internet 300/30 Mbps. A 2 (two) year term agreement is required. This agreement includes a Standard One Time Installation Fee of \$119.95. All products in the package must be maintained to sustain the package rate; and

WHEREAS, the following equipment will be included at an additional monthly service charge as listed below. (Regulatory recovery fee and other applicable charges extra and subject to change.)

Months 1 - 12		
	Qty.	
Data Package (Business Internet 300 Plus)		\$180.00
Equipment Fee- Package Equipment Fee	1	\$19.95
Business Video- TV Standard	1	\$74.95
Equipment- TV Box + Remote (STB)	2	\$19.90
Service Discount		(\$37.48)
Sub-Total Equipment & Additional Services.....		\$77.32
Total Monthly Service Charge.....		\$257.32

Months 13 - 24		
	Qty.	
Data Package (Business Internet 300 Plus)		\$200.00
Equipment Fee- Package Equipment Fee	1	\$19.95
Business Video- TV Standard	1	\$74.95
Equipment- TV Box + Remote (STB)	2	\$19.90
Sub-Total Equipment & Additional Services.....		\$114.80
Total Monthly Service Charge		\$314.80

WHEREAS, the total charge for service months 1-12 will be \$257.32. The total charge for service months 13-24 will be \$314.80. This promotion includes Business TV Standard for discounted rate of \$37.47 for months 1-12, increasing to then regular rate in month 13, (not to exceed six thousand nine hundred eighty-five dollars and thirty-nine cents (\$6,985.39). If either Eco Bill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change and;

Agenda Item No#18 Agenda Date: February 15, 2022 (Owens, Lumumba)

WHEREAS, the quote received is reasonable for the services to be provided.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Comcast Business Service Order Agreement, for a two year term, as well as any and all documents related thereto, for the installation and maintenance of high-speed internet with wi-fi and cable service at Fire Station 20 located at 4445 Medgar Evers Blvd.

Item No. _____

Agenda Date: _____

By: Owens, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 3, 2022

DATE

P O I N T S		C O M M E N T S					
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE ONE (1) BUSINESS CLASS SERVICE ORDER AGREEMENT TO INSTALL COMCAST HIGH SPEED INTERNET WITH WI-FI AND CABLE SERVICE TO FIRE STATION 20 (NEW CONSTRUCTION) LOCATED AT 4445 MEDGAR EVERS BOULEVARD					
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 and Quality of Life					
3.	Who will be affected	Citizens of Jackson and the Metro Area					
4.	Benefits	To provide exceptional emergency service to citizens and visitors					
5.	Schedule (beginning date)	Upon City Council Approval					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 3 No					
7.	Action implemented by: • City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Fire Department					
8.	COST	Months 1-12: \$180.00 plus \$77.32 Months 13-24: \$200 plus \$114.80 Standard Installation Fee: \$119.95 Cost not to exceed \$6,985.39 Note: Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.					
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund acct number 001.441.70.6419					
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

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: Fire Station #20 **Order #** 30818886
Service Location: **Billing Location:**
 Address 1 4445 MEDGAR EVERS BLVD Address 1 4445 MEDGAR EVERS BLVD
 Address 2 _____ Address 2 _____
 City JACKSON City JACKSON
 State MS State MS
 Zip 39213 Zip 39213
 Primary Contact Name Chokwe Lumumba Billing Contact Name Chokwe Lumumba
 Primary Contact Phone (601) 960-2310 Billing Contact Phone (601) 960-2310
 Primary Contact Email sdsmlth@jacksonms.gov Billing Contact Email sdsmlth@jacksonms.gov
Service Term 24 Months **Tax Exempt** No
Promo Code: 50PercentOff_\$37.47BTVStd
Package Code: \$180DataPackage_BI300+_2yr

Package & Promotion Details

Data Package for discounted rate of \$180 for months 1-12, increasing to \$200 for months 13-24, increasing to then regular rate in month 25. Package includes Business Internet 300/30 Mbps, 2 year term agreement required. All products in the package must be maintained to sustain the package rate. Additional \$10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via <https://business.comcast.com/myaccount> within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.

Promotion Code 50PercentOff_\$37.47BTVStd - Business TV Standard for discounted rate of \$37.47 for months 1-12, increasing to then regular rate in month 13. Minimum Business Internet 35 required. Minimum 2 year term required. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.

Customer Initials _____

Package	Services Included	Qty	Package Monthly Service Charge ¹	Package Non-Recurring Charge ²
Data Package	Business Internet 300 Plus	1	\$ 180.00	\$ 0.00

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge ¹	Additional Non-Recurring Charge ²
Equipment Fee			
Package Equipment Fee	1	\$ 19.95	
Business Video			
TV Standard	1	\$ 74.95	
Equipment - TV Box + Remote (STB)	2	\$ 19.90	
Service Discount(s)³			
Video Discount		\$ 37.48	
Additional Fees			
Standard Installation Fee / Change of Service Fee	1		\$ 119.95
Total Additional Charge		\$ 77.32	\$ 119.95

	Monthly Service Charge ¹	Non-Recurring Charge ²
Total Charge for Service	\$ 257.32	\$ 119.95

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: Fire Station #20 Order # 30616688

¹ Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).
² Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

³ Discount per Service (e.g. Business Internet, Business Voice, etc.) based on business offer.

General Special Instructions

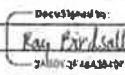
AGREEMENT

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at <http://business.comcast.com/terms-conditions-amib>. Capitalized terms not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at <http://business.comcast.com/privacy-statement> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.

3. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx
Signature
Name
Title
Date

FOR COMCAST USE ONLY	
Sales Representative	Terica Culberson
Sales Representative Code	
Sales Manager Name	Ray Birdsell
Sales Manager Approval	
Division	Central

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: Fire Station #20 Order # 30816686

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net Equipment
 Number of Static Ips Business Web

BUSINESS VIDEO CONFIGURATION DETAILS

Outlet Details	Location	Outlet Type
Outlet 1 - Primary	Outlet - 1	TV Box + Remote (STB)
Outlet 2 - Additional	Outlet - 2	TV Box + Remote (STB)

Service Location Occupancy*

* Occupancy required for public view

Additional Comments

OUTLETS 9 & UP	QUANTITY
TV Box + Remote	0

Memo

To: Chokwe Lumumba, Mayor
From: Willie Owens, Fire Chief
Date: February 3, 2022
Re: Fire Station 20 (New Construction)- Comcast Business Class Service Order Agreement

Order authorizing the Mayor to execute one (1) Business Class Service Order Agreement to install Comcast High Speed Internet with wi-fi and cable service at the newly under construction Fire Station 20 located at 4445 Medgar Evers Blvd.

The cost for the above services is as follows: A two year agreement for months 1-12 is \$257.32 per month and a two year agreement for months 13-24 is \$314.80. Cost not to exceed \$6,985.39.

The Fire Department is recommending that this agenda be approved.

Thank you.


wo/ss

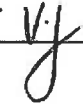
Office of the City Attorney

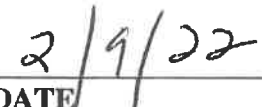
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This Order Authorizing the Mayor to Execute One (1) Business Class Service Order Agreement to Install Comcast High Speed Internet with Wi-Fi and Cable Service at Fire Station 20 (New Construction) Located at 4445 Medgar Evers Boulevard is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Victoria James, Deputy City Attorney 



DATE

OFFICE OF THE CITY ATTORNEY

2/9/22

OFFICE OF THE CITY ATTORNEY
C.A.

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.	1/13/2022	SynTech	The transit facility has an onsite fueling system. On 1/6/2022, the facility at 1785 Hwy 80W had a major power outage for over 12 hours that caused several of the system to completely shut down. We had to acquire Technical Support to get the system back working. Currently, we do not have a Maintenance nor Technical Support contract for this system.	\$48.00
2.	8/30/2021	Southeastern Automatic Sprinkler	The vendor provided a required sprinkler system inspection on 7/21/2021. Care Maintenance scheduled the inspection but did not provide a purchase order prior to services being provided.	\$1,500.0
			Grand Total	\$1,548.00

IT IS, THEREFORE, ORDERED that the purchases and procurement of services from two (2) vendors be authorized and payment made to SynTech at a cost not to exceed \$48.00 and Southeastern Automatic Sprinkler at a cost not to exceed \$1,500.00.

Agenda Item No#19
Agenda Date: February 15, 2022
(Hillman, Lumumba)

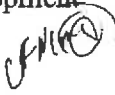
CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 2/1/2022

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
7.	Action Implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	\$1,548.00
9.	Source of Funding General Fund <input checked="" type="checkbox"/> X Grant <input checked="" type="checkbox"/> X Bond Other	187.565.50.6461: \$1,548.00 JT00030004.6461 Grant: MS.2020.001.00: \$1,238.40 General Fund: \$309.60
10.	EBO participation	ABE % WAIVER yes no N/A <input checked="" type="checkbox"/> X AABE % WAIVER yes no N/A <input checked="" type="checkbox"/> X WBE % WAIVER yes no N/A <input checked="" type="checkbox"/> X HBE % WAIVER yes no N/A <input checked="" type="checkbox"/> X NABE % WAIVER yes no N/A <input checked="" type="checkbox"/> X

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jordan Hillman, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director 
Office of Transportation

DATE: January 19, 2022

RE: Agenda Item for February 1, 2022 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

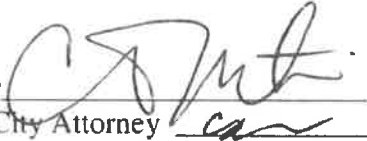
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

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

Catoria Martin, *City Attorney*

Chandra C. Gayten, *Deputy City Attorney*



DATE:

1/26/22

OFFICE OF THE CITY ATTORNEY

**ORDER AUTHORIZING THE IMPLEMENTATION OF THE CONNECTJXN
TRANSIT PLAN TO THE CITY OF JACKSON'S PUBLIC TRANSPORTATION
SYSTEM, JTRAN**

OFFICE OF THE CITY ATTORNEY
V.J. Hillman
2/15/22

WHEREAS, the City of Jackson ("City") used a third-party contractor, Connetics Transportation Group ("CTG"), to conduct a transit plan study of the City's public transit system; and

WHEREAS, the City and CTG held a series of open houses, and public meetings to discuss the proposed new transit plan; and

WHEREAS, the draft ConnectJXN: Transit Plan final report was submitted to the City Council for review in November 2021 prior to conducting a 45-day public comment period; and

WHEREAS, based on the feedback received from open houses, public meetings, and comment period, the City and CTG addressed the comments and revised the final report in response to several comments; and

WHEREAS, the new transit plan will be used as guiding document for near-term and long-term improvements that will offer higher frequencies on key corridors, provide consistent schedules, and provide better access and connections within the City's public transportation system; and

WHEREAS, the fare modifications will consist of a fare increase of the paratransit service from two dollars and zero cent (\$2.00) to three dollars and zero cent (\$3.00) or two times the base fixed route rate which is currently one dollar and fifty cents (\$1.50).

IT IS, THEREFORE, ORDERED that the Mayor is authorized to implement the ConnectJXN: Transit Plan for the City's public transportation system,

Agenda Item No#20
Agenda Date: February 15, 2022
(Hillman,, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 2/15/2022

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE IMPLEMENTATION OF THE CONNECTJXN TRANSIT PLAN TO THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM, JTRAN
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	All citizens and visitors of the City of Jackson
4.	Benefits	All citizens and visitors of the City of Jackson
5.	Schedule (beginning date)	October 1, 2022
6.	Location:	Department of Planning & Development/Office of Transportation/All Wards
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation
8.	COST	
9.	Source of Funding General Fund <input checked="" type="checkbox"/> Grant Bond Other	Federal Transit Administration (FTA) will cover the cost of operations by 50%, preventative maintenance by 80%, and non-fixed route ADA paratransit by 80%. The Mississippi Department of Transportation (MDOT) will cover operational cost by \$480,000. The remaining cost will be covered by the General Fund.
10.	EBO participation	DBE % WAIVER yes no <u>X</u> N/A ___ 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: Choke A. Lumumba, Mayor
THRU: Jordan Hillman, Director Department of Planning & Development
FROM: Christine F. Welch, Deputy Director Office of Transportation
DATE: February 1, 2022
RE: Agenda Item for February 15, 2022 City Council Meeting

The attached agenda item authorizes the Mayor to implement the ConnectJXN: Transit Plan for the City's public transportation system, JTRAN.

In November 2021, the City of Jackson, Department of Planning & Development, Office of Transportation presented the City Council with the Draft Final Plan, prior to conducting a 45-day public comment period. At the conclusion of the public comment period, Office of Transportation staff and its consultant team addressed each comment and revised the final report in response to several comments. The final report and public comments can be viewed through the following link: <https://www.jtrantransitplan.com/final-report>.

Staff recommends adoption of the ConnectJXN: Transit Plan final report as a guiding document for near-term and long-term improvements to the JTRAN transit system. This memorandum summarizes the study's key recommendations and feedback received from the public during the comment period.

SUMMARY OF RECOMMENDATIONS

The study's recommendations are the product of a comprehensive evaluation of JTRAN's fixed routes and paratransit services and were informed by public and stakeholder input gathered throughout the year-long study. The study identifies the following key recommendations to improve JTRAN:

Fixed-Route Recommendations

- **Implement bus network redesign.** Like many cities, JTRAN's bus network has remained unchanged for decades while the city has evolved around it. The study recommends implementation of a complete redesign of the JTRAN bus network to better serve current travel patterns and community mobility needs. The New Bus Network will provide 12 new, streamlined routes that improve access to jobs, healthcare, groceries, and essential services.
- **Invest in long-term bus network improvements.** The study establishes a long-term vision plan that defines future investment priorities to further improve mobility for Jackson residents and visitors. These priorities include new on-demand transit service, increased frequency on core routes, evening service improvements, and new Sunday service. Additional funding will be required in order to implement the long-term vision plan.

- **Update and adopt a service standards and monitoring procedure policy.** Service standards provide a consistent rationale for designing transit service while monitoring procedures formalize how key performance indicators are updated, reviewed, and acted upon. As documented in Appendix E to the Final Report, the project team updated JTRAN's existing service standards and monitoring guidelines. These guidelines will equip JTRAN staff to continually monitor and adjust service in the future to ensure safe, efficient, and reliable transit service for JTRAN riders.
- **Implement capital improvements.** The capital element of the plan recommends bus stop improvements, fleet upgrades, and technology investments to support the delivery of safe, reliable, and efficient bus and paratransit services.

Paratransit Recommendations

- **Update paratransit service area policy.** JTRAN currently offers paratransit service throughout the entire city of Jackson, well beyond the minimum service area required by federal law under the Americans with Disabilities Act (ADA). The study recommends that JTRAN establish a two-tiered paratransit service area policy to help manage rapid escalating costs while maintaining service for those that depend on it. The Tier 1 service area constitutes the area within ¼-mile of the fixed-route bus network, as required by federal regulations. The Tier 2 service area constitutes the rest of city outside of the ¼-mile service boundary, including Jackson Medgar Evers International Airport. Trips beginning and ending within the Tier 1 service area will be assessed the normal base paratransit fare. Trips beginning or ending within the Tier 2 service area will be charged a premium fare at a rate of two times the base paratransit fare.
- **Incentivize use of fixed-route service:** Encouraging paratransit-eligible customers to ride fixed-route buses when possible could have a meaningful impact on JTRAN's operational costs as the per-trip cost of a paratransit trip is much more than that of a fixed-route bus trip. The study recommends several strategies to encourage capable paratransit riders to utilize the fixed-route network, including eliminating fixed-route fares for eligible ADA paratransit riders, improving pedestrian accessibility to bus stops, and implementing a customer education and travel training program.
- **Increase paratransit fare:** The study recommends increasing the base paratransit fare to \$3.00 to bring into parity with peer transit agencies. By law, transit agencies are allowed to charge up to two times the base fixed-route fare for paratransit trips. JTRAN's current paratransit fare is 1.3 times the fixed-route base fare. This is the lowest fare multiplier among its peer transit agencies, with six out of nine peers charging the full multiplier of two times the base fixed-route fare.

SUMMARY OF PUBLIC FEEDBACK

JTRAN published the ConnectJXN: Transit Plan draft final report in November 2021 and subsequently conducted a 45-day public comment period between November 24, 2021 and January 7, 2022. The request for comment was advertised through a public notice issued by CMPDD, the project website and email distribution lists, City social media accounts, and flyers distributed directly to JTRAN riders. The project team also conducted a public open house at Union Station on December 14, 2021.

JTRAN received a total of 29 comment submittals during the 45-day comment period. Within the 29 comment submittals, 82 individual comments were identified and addressed, of which 77 were deemed

relevant to the scope of the study. The comments and JTRAN's responses can be viewed at <https://www.jtrantransitplan.com/final-report>. The main themes of the relevant comments are summarized below:

- **Desire for additional service:** Eight comments expressed support for service expansion, both in terms of geographic scope and hours of operation. These comments are consistent with feedback received from the public throughout the study suggesting that JTRAN offer later evening service, Sunday service, and expand to areas outside the City of Jackson. The project team evaluated the feasibility of these improvements determined that the cost exceeded JTRAN's available operating budget. Regarding regional service expansion, extending service beyond the city limits will require coordination and funding participation from neighboring jurisdictions. While it was determined that these improvements are not financially feasible in the near-term, this input directly informed the development of the Long-Term Vision Plan that identifies future investment priorities.
- **Concerns with increased walk distance to bus stops:** Four comments expressed concern that the plan will increase walking distance to stops. A key goal of the New Bus Network is to provide more direct routes, which will help reduce on-board travel time for most riders. The tradeoff with this approach is that riders in some locations will be required to walk further to access a bus stop. However, an analysis of ridership data indicated that about 90% of existing boardings occur within 100 feet of a proposed stop (less than a one-minute walk) and 95% occur within 1/8 of a mile of a proposed stop (about a three-minute walk).
- **Concern with Route 12 elimination:** Four comments expressed concern regarding the proposed elimination of Route 12. Under the proposed plan, the current Route 12 will be eliminated and replaced in part with the new Route 10 and Route 15. One comment in particular raised concern about the lack of access to the North Hills Apartments located on Brown Street in North Jackson. In response to these comments, the project team modified the proposed Route 10 to serve County Line Road west of North State Street. New stops will be placed at County Line Road and Tougaloo Village Road to provide access to Tougaloo College and adjacent neighborhoods.
- **Questions regarding proposed paratransit service area policy:** Five comments requested additional clarification regarding the proposed paratransit service area policy. Upon review of these comments, it became clear that there was a misconception that this policy would cause some paratransit riders to lose service. Under the proposed policy, the entire city remains covered and eligible paratransit riders living will continue to receive service. However, riders living or making trips outside of the 3/4-mile ADA service area will be charged a higher fare after a two-year transition period. The project team revised the report language to improve the clarity of this proposal.

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE IMPLEMENTATION OF THE CONNECTJXN TRANSIT PLAN TO THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM, JTRAN is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Victoria James, *Deputy City Attorney*



2/9/22
DATE

ORDER AUTHORIZING THE MAYOR TO PURCHASE PROFESSIONAL SERVICES FROM DIG CREATIVE SOLUTIONS FOR THE BUS WRAPPING OF SEVEN (7) 25 FEET TRANSIT BUSES FOR THE TRANSPORTATION SYSTEM (JTRAN)

OFFICE OF THE CITY ATTORNEY
VJ
2/8/2022

WHEREAS, on February 1, 2022, the Department of Planning and Development, through its Transit Division, issued Request for Quotes for bus wrapping of seven (7) 25 feet transit buses for the transportation system; and

WHEREAS, based on the best value procurement policy, the Transit Division determined that DIG Creative Solutions will provide the best value in bus wrapping, and DIG Creative Solutions to be the most responsive proposer to the February 1, 2022, Request for Quotes; and

WHEREAS, the total cost is not to exceed forty-eight thousand six hundred dollars and zero cent \$48,600.00 for bus wrapping and eighty percent (80%) of the cost will be funded with federal funds in the amount of thirty-eight thousand eight hundred eighty dollars and zero cent (\$38,880.00) and twenty percent (20%) of the cost will be funded with general funds in the amount of nine thousand seven hundred twenty dollars and zero cent (\$9,720.00); and

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the purchase order and related documents with DIG Creative Solutions to provide bus wrapping for seven (7) 25 feet transit buses for the transportation system (JTRAN) at a cost not to exceed \$48,600.00 for bus wrapping.

21

Item No.:
Agenda Date: February 15, 2022
By: (Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 2/15/2022

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO PURCHASE PROFESSIONAL SERVICES FROM DIG CREATIVE SOLUTIONS FOR THE BUS WRAPPING OF SEVEN (7) 25 FEET TRANSIT BUSES FOR THE TRANSPORTATION SYSTEM (JTRAN)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	All citizens and visitors of the City of Jackson
4.	Benefits	All citizens and visitors of the City of Jackson
5.	Schedule (beginning date)	Upon council approval / receipt of purchase order
6.	Location:	Department of Planning & Development/Office of Transportation/All Wards
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation
8.	COST	Not to exceed \$48,600.00
9.	Source of Funding General Fund X Grant X Bond Other	187.565.20.6425: \$48,600.00 <u>Grant</u> MS.2020.009.00 ALI 11.92.08 (\$38,880.00) (80%) <u>Project</u> JT21001.6425 <u>General Fund</u> \$9,720.00 (20%)
10.	EBO participation	DBE ___% WAIVER yes ___ no <u>X</u> N/A ___ 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

MEMORANDUM

TO: Choke A. Lumumba, Mayor

THRU: Jordan Hillman, Director Department of Planning & Development

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

DATE: February 3, 2022

RE: Agenda Item for February 15, 2022 City Council Meeting

The attached agenda item authorizes the Mayor to purchase professional services from DIG Creative Solutions for the provision of bus wrapping of seven (7) transit buses for the transportation system (JTRAN).

On February 1, 2022, the Department of Planning and Development, Office of City Planning, Transit Services Division, released a Request for Quotes (RFQ) for a contractor for bus wrapping of seven (7) transit buses for the transportation system (JTRAN). The City determined that DIG Creative Solutions was the most responsive and responsible provider.


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

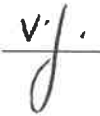
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO PURCHASE PROFESSIONAL SERVICES FROM DIG CREATIVE SOLUTIONS FOR THE BUS WRAPPING OF SEVEN (7) 25 FEET TRANSIT BUSES FOR THE TRANSPORTATION SYSTEM (JTRAN) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Victoria James, Deputy City Attorney 



DATE

OFFICE OF THE CITY ATTORNEY
v.j. 2/9/22

ORDER ACCEPTING AND APPROVING A BUS STOP EASEMENT FOR PUBLIC ACCESS FROM THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER.

OFFICE OF THE CITY ATTORNEY
2/18/22
Hillman
Lumumba

WHEREAS, the City of Jackson has a bus stop situated in the SW ¼ of Section 27, Township 6 North, Range 1 East, City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the University of Mississippi Medical Center, located at 2500 North State Street, is the owner of certain real property situated in Hinds, County, Mississippi; and

WHEREAS, the University of Mississippi Medical Center desires to grant the City of Jackson, its successors and assigns, a non-exclusive, revocable easement for use by the general public over and across the Bus Stop Property described in Exhibit A, to be used nonexclusively by the City of Jackson and its agents, patrons, guests, invitees, and licensees to install, replace, maintain, and operate a bus stop; and

WHEREAS, this easement constitutes a covenant running with the land and shall inure to the benefit of the City of Jackson and its successors, lessees, and assigns.; and

WHEREAS, the City of Jackson will be solely responsible for repair and maintenance of the easement, including the repair, replacement, and maintenance of the bus stops constructed on the University of Mississippi Medical Center's Bus Stop Property; and

WHEREAS, the City of Jackson and the University of Mississippi Medical Center agrees that the bus stop is not associated with the University of Mississippi Medical Center or its services and that University of Mississippi Medical Center is in no way responsible for said easement and the City of Jackson's improvement thereon; and

WHEREAS, the University of Mississippi Medical Center may revoke said easement at any time upon sixty (60) days prior written notice; and

WHEREAS, the Department of Planning and Development recommends that the Mayor accepts and approves the Easement Agreement between the City of Jackson, Mississippi and the University of Mississippi Medical Center.

IT IS THEREFORE ORDERED that the City Council hereby authorizes the Mayor to accept and approve the Easement Agreement and any related documents necessary to carry out the bus stop easement.

Item#
Agenda Date: February 15, 2022
By: (Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 2/15/2022

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER ACCEPTING AND APPROVING BUS STOPS EASEMENT FOR PUBLIC ACCESS FROM UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	Residents and visitors of the City of Jackson
4.	Benefits	Residents and visitors of the City of Jackson
5.	Schedule (beginning date)	Upon signing of agreement
6.	Location:	Department of Planning & Development/Office of Transportation/All wards
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation
8.	COST	n/a
9.	Source of Funding General Fund x Grant x Bond Other	n/a
10.	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A ___ <u>X</u> 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 *CW*
Office of Transportation

DATE: January 27, 2022

RE: Agenda Item for February 15, 2022 City Council Meeting

The attached agenda item authorizes the Mayor to accept and approve the bus stop easement for public access from University of Mississippi Medical Center.

Currently, there is a bus shelter located at the University of Mississippi Medical Center. This bus stop is located on private property; and the property owners and investors are offering an easement agreement so that the bus stop will properly be maintained by the City of Jackson.

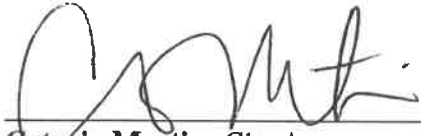
It is the recommendation of this department that Mayor accept and approve this Easement Agreement from University of Mississippi Medical Center Foundation. If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail cwelch@city.jackson.ms.us.

Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING AND APPROVING BUS STOPS EASEMENT FOR PUBLIC ACCESS FROM THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* 

2/9/22

DATE

OFFICE OF THE CITY ATTORNEY
2/8/22 S.M.

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 3 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND MAX FOOTE CONSTRUCTION COMPANY, LLC, FOR THE SAVANNA WASTEWATER TREATMENT PLANT PHASE 1A IMPROVEMENTS, CITY PROJECT NUMBER 19B4001.701, SRF PROJECT NO. C280838-04. (WARD 7)

WHEREAS, the City of Jackson entered into a construction contract with Max Foote Construction Company, LLC, October 15, 2019 for the Savanna Street Wastewater Treatment Plant Phase 1A Improvements, City Project No.19B4001.701, SRF Project No. C280838-04; and

WHEREAS, the City Council authorized the Mayor to execute Change Order No. 1 on November 24, 2020 increasing the calendar days from four hundred and sixty days (460) to seven hundred days (700), and increasing the contract amount from \$23,777,000.00 to \$24,262,839.00; and

WHEREAS, the City Council authorized the Mayor to execute Change Order No. 2 on September 28, 2021 increasing the calendar days from seven hundred (700) to eight hundred and twenty days (820), and increasing the contract amount from \$24,262,839.00 to \$24,530,493.00; and

WHEREAS, Max Foote Construction Company, LLC, has requested an additional thirty days (30) increasing the total calendar day completion to eight hundred and fifty (850); and

WHEREAS, Max Foote Construction Company, LLC, has request additional an additional \$1,450,957.46.00 increasing the contract amount from \$24,530,493.00 to \$25,981,450.46.00 due to the following additions:

1. Remove and replace the interior walers at the Temporary Bypass Pit

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 3 to the Construction Contract with Max Foote Construction Company, LLC, for the Savanna Street Wastewater Treatment Plant Phase 1A Improvements, City Project Number 19B4001.701, SRF Project No. C280838-04 increasing the time by 30 calendars days and increasing the contract amount by \$1,450,957.46.

Agenda Item No#23 Agenda Date: February 15, 2022 (King, Lumumba)
--

ITEM #

DATE:

BY:

WILLIAMS, CARTER, KING, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
January 11, 2022

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 3 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND MAX FOOTE CONSTRUCTION COMPANY, LLC, FOR THE SAVANNA WASTEWATER TREATMENT PLANT PHASE 1A IMPROVEMENTS, CITY PROJECT NUMBER 19B4001.701, SRF PROJECT NO. C280838-04. (WARD 7)																																													
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 in within the City of Jackson Corporate Limits																																													
4.	Benefits	Sewer Infrastructure																																													
5.	Schedule (beginning date)	This project will begin as soon as contracts are signed.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located at the Savanna Wastewater Plant.																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	\$24,530,493.00 to \$25,981,450.46																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	AR Funds Account No. 391-522.90-6826																																													
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Council Agenda Item Memorandum

To: Mayor, Chokwe Antar Lumumba
From: Marlin King, Director of Public Works
Date: January 11, 2022

Agenda Item:

ORDER AUTHORIZING THE MAYYOR TO EXECUTE CHANGE ORDER NO. 3 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND MAX FOOTE CONSTRUCTION COMPANY, LLC, FOR THE SAVANNA WASTEWATER TREATMENT PLANT PHASE 1A IMPROVEMENTS, CITY PROJECT NUMBER 19B4001.701, SRF PROJECT NO. C280838-04. (WARD 7)

Purpose:	Savanna Street Wastewater Plant Upgrades
Cost:	\$25,981,450.46
Project/Contract Type:	Sewer Plant Upgrades
Funding Source:	AR Funds
Schedule/Time:	Ongoing
DPW Manager:	Charles Williams Jr., PE, PhD/Mary Carter

Background:

Attached, you will find an item for the City Council Agenda authorizing the Mayor to execute change order No. 3 for the construction contract with Max Foote Construction Company, LLC for the Savanna Wastewater Treatment Plant Phase 1A Improvements. The purpose of is this project is perform required upgrades at the sewer plant to ensure compliance with the EPA mandated consent decree. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Date of Issuance:		Effective Date:	
Owner:	Water/Sewer Utilities Division; City of Jackson, MS	Owner's Contract No.:	19B4001-0701
Contractor:	Max Foote Construction, LLC	Contractor's Project No.:	317
Engineer:	Neel-Schaffer, Inc.	Engineer's Project No.:	NS.14779.000
Project:	Savanna Wastewater Treatment Plant Phase 1A Improvements	SRF Project No.:	C280838-04

The Contract is modified as follows upon execution of this Change Order:

Description: The additional costs of \$1,450,957.46 is for the time and materials cost of the Bypass Pit Rehabilitation. (See attached). Additional contract time needed for the delays that were encountered during the repair of the Temporary Bypass Pit

Attachments: 317-Savanna WWTP - T+M Billing July 2021.pdf,
317-Savanna WWTP - T+M Billing August 2021.pdf,
317-Savanna WWTP - T+M Billing September 2021 -Revised.pdf,
317-Savanna WWTP - T+M Billing October, 2021.pdf
MFCC Change Order Proposal #29

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>23,277,000.00</u>	Original Contract Times: Substantial Completion: <u>400</u> (January 2, 2021) Ready for Final Payment: <u>460</u> (March 3, 2021) days and dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>1,253,493.00</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>420</u> Ready for Final Payment: <u>390</u> days
Contract Price prior to this Change Order: \$ <u>24,530,493.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>820</u> (February 26, 2022) Ready for Final Payment: <u>850</u> (March 28, 2022) days and dates
Increase of this Change Order: \$ <u>1,450,957.46</u>	Increase of this Change Order: Substantial Completion: <u>30</u> Ready for Final Payment: <u>30</u> days
Contract Price Incorporating this Change Order: \$ <u>25,981,450.46</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>850</u> (March 28, 2022) Ready for Final Payment: <u>880</u> (April 27, 2022) days and dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>Philip Salinas</u>	By: _____	By: <u>Clayton P. [Signature]</u>	Contractor (Authorized Signature)		
Engineer (If required)	Owner (Authorized Signature)				
Title: <u>w/wor Division Manager</u>	Title _____	Title <u>Project Manager</u>			
Date: <u>11/30/2021</u>	Date _____	Date <u>Nov. 30, 2021</u>			

Approved by Funding Agency (if applicable)

By: _____
Title: _____
Date: _____

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT
BETWEEN THE CITY OF JACKSON AND TELEPAK NETWORKS, INC.
(WARD 3)**

OFFICE OF THE CITY ATTORNEY
2-15-2022
KAW

WHEREAS, Telepak Networks, Inc. desires to construct a fiber optic cable to serve state facilities at Hawkins Field as part of a state fiber service contract; and

WHEREAS, a part of the fiber optic cable will have to be constructed on City of Jackson property outside dedicated right-of-way; and

WHEREAS, the City of Jackson and Telepak Network, Inc. mutually agree that an easement agreement is necessary to facilitate the necessary infrastructure improvements.

IT IS THEREFORE, ORDERED that the Mayor is authorized to execute a right-of-way instrument with Telepak Networks, Inc., for an easement located east of Outer Circle.

Agenda Item No#24
Agenda Date: February 15, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 3, 2022
DATE

P O I N T S		C O M M E N T S
1.	Brief Description	Order authorizing an easement between the City of Jackson and Telepak Networks
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	6
3.	Who will be affected	Telepak Customers
4.	Benefits	Easement to allow Telepak to cross City property to serve state facilities at Hawkins Field
5.	Schedule (beginning date)	After City Council approval.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	East of Outer Circle (Ward 3)
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	No cost to the City.
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	N/A
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director

Date: February 3, 2022

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute an easement agreement between the City and Telepak Networks (dba C Spire) for fiber optic service to state facilities at Hawkins Field. Telepak has a state contract to run fiber optic cable to state facilities including the National Guard at Hawkins Field. Telepak requests an easement to cross a City-owned parcel on Outer Circle to reach those state facilities. This order authorizes the Mayor to execute an easement agreement with Telepak to allow for the construction of the Telepak fiber.

The Department recommends approval of this item. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39267-2779
Telephone: (601) 960-1756
Facsimile: (601) 960-1756


OFFICE OF THE CITY ATTORNEY
2/19/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT BETWEEN THE CITY OF JACKSON AND TELEPAK NETWORKS, INC. (WARD 3)** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY

Terry Williamson, *Legal Counsel* 

2/19/22
DATE

PREPARED BY AND AFTER
RECORDING RETURN TO:
Telepak Networks, Inc. d/b/a C Spire

1018 Highland Colony Parkway, Suite 400
Ridgeland, Mississippi 39157
Telephone: (601) 355-1522

INDEXING INSTRUCTIONS:
SW ¼ of Section 29 and SE ¼ of Section 30,
Township 6N, Range 1E
Hinds County, Mississippi

**RIGHT-OF-WAY/EASEMENT FOR BURIED COMMUNICATIONS CABLES,
WIRES AND ACCESS PEDESTALS**

For one dollar cash in hand paid and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged,

CITY OF JACKSON, MISSISSIPPI (Grantor)
219 S. President St.
Jackson, MS 39201
Telephone: 601-960-1084

hereby grants, conveys, assigns and warrants to

TELEPAK NETWORKS, INC., d/b/a C Spire
its successors and assigns (Grantee)
Attn: OSP Manager
1018 Highland Colony Parkway, Suite 520
Ridgeland, Mississippi 39157
Telephone: 601-355-1522

a continuing easement and right-of-way to place, repair, operate, maintain, improve and replace, from time to time, a buried communications cable system **(INCLUDING VOICE, VIDEO OR DATA)** on, under and across the Grantor's property located in Section(s) 29 and 30, Township 6N, Range 1E, Hinds County, Mississippi and more particularly described as follows: Exhibit A attached hereto and incorporated herein

Together with the right of reasonable ingress and egress to and from said easement by the Grantee and its authorized agents for the purposes described herein. For purposes of initial construction and

installation of the cable system, a temporary construction easement not to exceed one rod (16½ feet) in width is given to allow passage and movement of construction machinery along the cable system path; thereafter, the continuing easement and right-of-way shall be limited to 5 feet in width (2½ feet each side of cable system as initially placed). Grantee shall pay to Grantor the reasonable value of any crops destroyed by the act of installing the cable system and related service lines and access pedestals or hand holes on the right-of-way and easement herein granted.

By accepting this Easement, Grantee understands and agrees with Grantor that:

- (1) All cables will be installed below the ground surface, except at necessary access pedestals or hand holes. Service lines off of cables will also be installed below ground surface.
- (2) All above-ground access pedestals or hand holes and the buried cables and service wire should be reasonably located and placed by Grantee in an effort to cause a minimum of inconvenience to the property owner while still allowing access for repair, maintenance, improvements and replacement and connection to the balance of the communication cable system on adjoining lands.
- (3) All fences disturbed by construction of proposed cables, facilities and service lines will be restored to the same or better condition by Grantee.
- (4) The land surface will be restored by Grantee after installation to its original contour if disturbed by installation.
- (5) Grantee shall have the right to cut or trim such trees and shrubbery as may, from time to time, threaten, impede or interfere with the purposes for which this instrument is given.
- (6) Grantor reserves the right to use the easement in any manner that is not inconsistent with the rights of Grantee hereunder and which will not cause injury to, or increase the risk of injury to, such rights or the property of Grantee.
- (7) Grantor shall indemnify and hold Grantee harmless from and against any loss or damages incurred by Grantee or its cable system due to Grantor's or any of its agent's acts or omissions in connection with this easement.

The undersigned Grantor covenants that Grantor is the owner of the above-described lands, Grantor has the authority to grant the rights to the Grantee granted herein and the said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following persons: Not Applicable.

Executed on the date of the Grantor's acknowledgement below.

Grantor:

CITY OF JACKSON, MISSISSIPPI

By: _____

Name: _____

Title: _____

GOVERNMENT ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this ___ day of _____, 2022, within my jurisdiction, the within named _____, who acknowledged that (he) (she) is _____ of _____ and that for and on behalf of the said City of Jackson, Mississippi, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized so to do.

(NOTARY PUBLIC)

My commission expires:

(Affix official seal, if applicable)

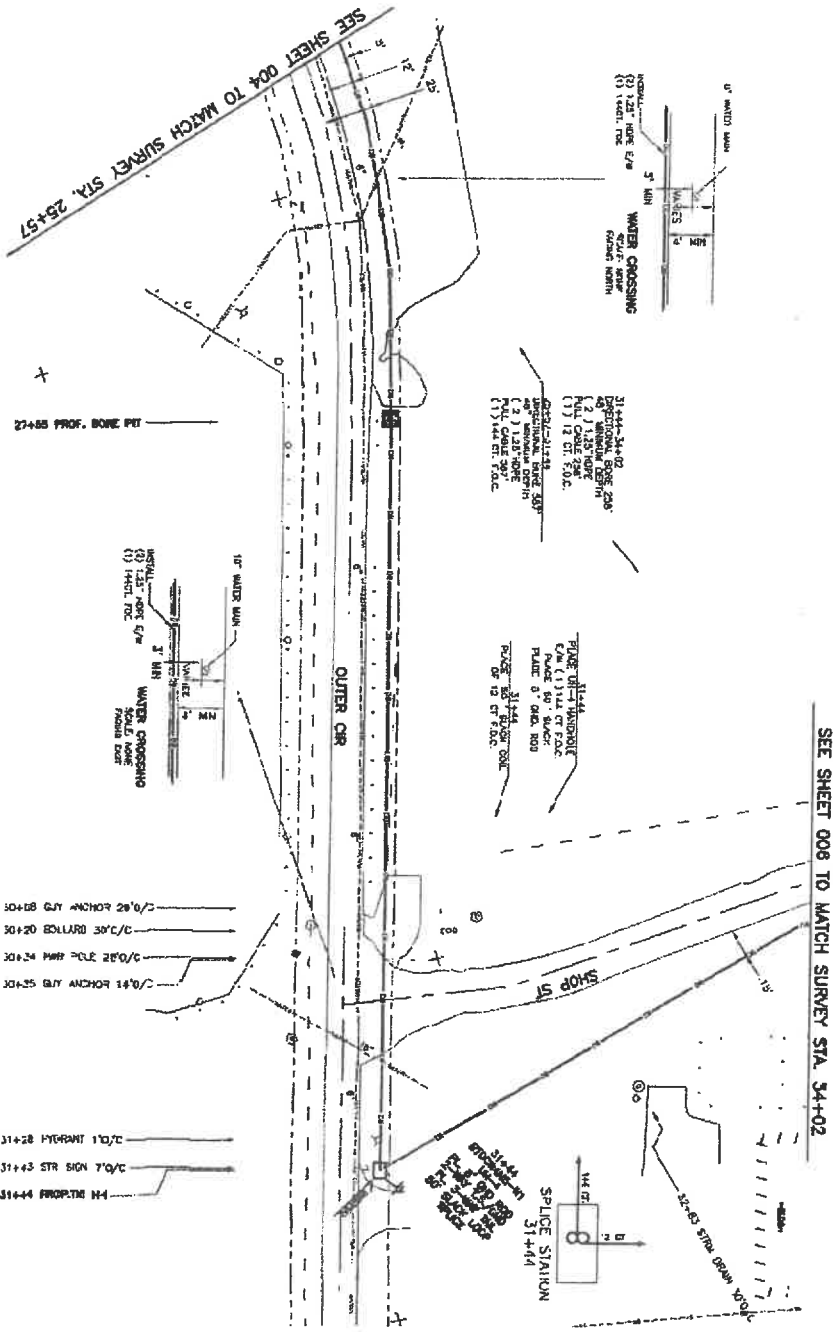
EXHIBIT A

REAL PROPERTY DESCRIPTION

[See Attached]

[Note: Survey to be attached]

JACKSON, MS
LANDS DIVISION



0029

NOTICE: ALL UTILITIES TO BE MAINTAINED FROM THE CENTERLINE OF THE CANAL. SEE SHEET 004 TO MATCH SURVEY STA. 25+57. SEE SHEET 008 TO MATCH SURVEY STA. 34+02.



1/2" = 10' HORIZONTAL SCALE
1" = 10' VERTICAL SCALE
DATE: 08-09-2011
PROJECT: JACKSON, MS
DRAWN BY: DDC
CHECKED BY: JMS

REVISIONS
NO. DESCRIPTION

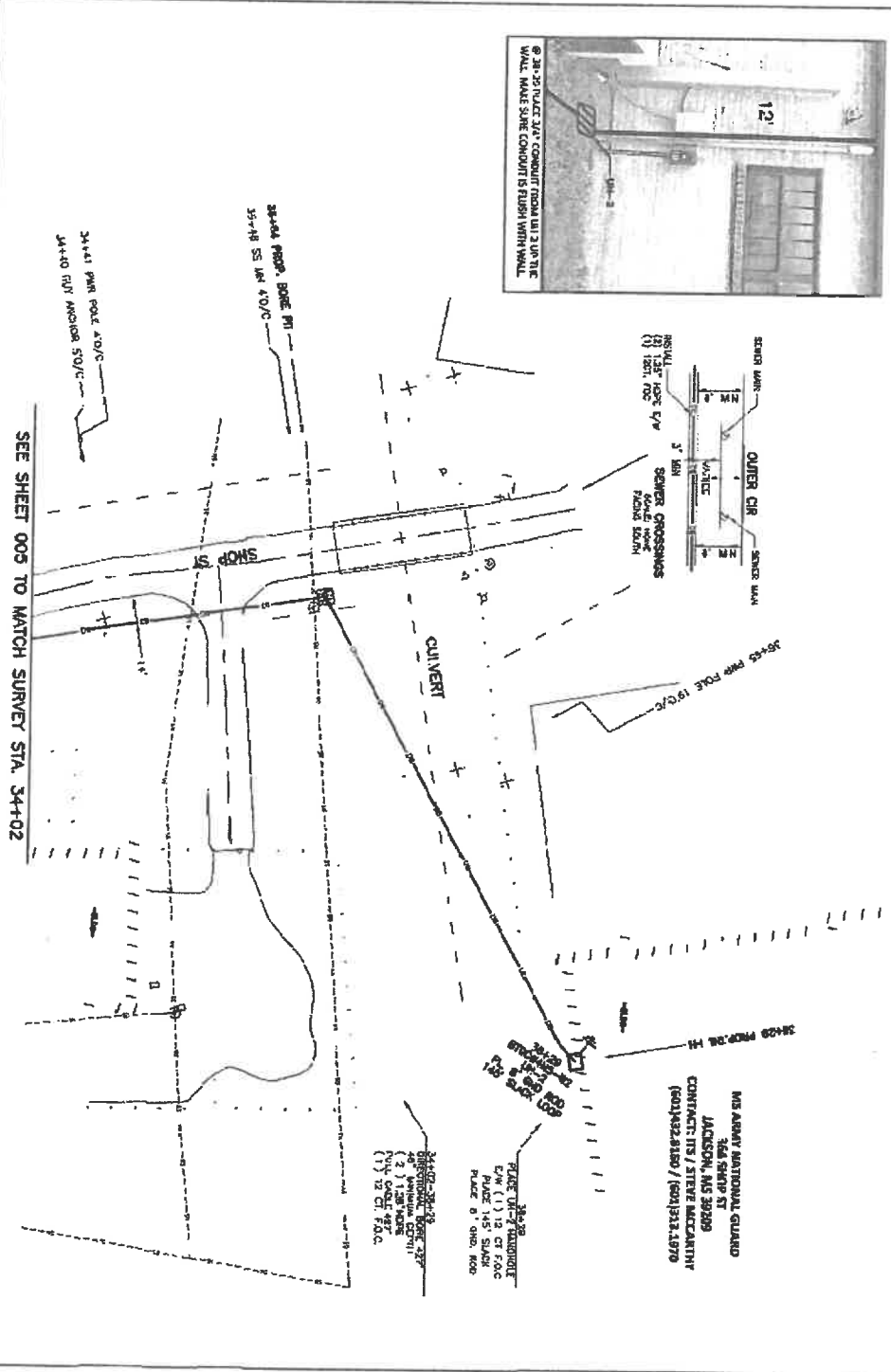
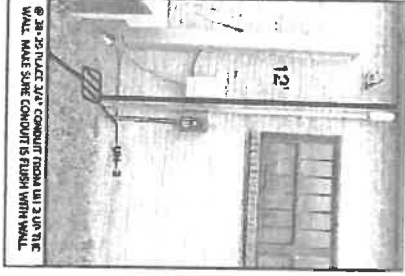
MATERIAL LIST

NO.	DESCRIPTION	QUANTITY	UNIT
1	GRAVEL	127	CY
2	1/2\"/>		

BROADBAND COMMUNICATIONS
 10000 W. GULF BLVD. SUITE 100
 JACKSON, MS 39211
 TEL: 601-977-1000
 FAX: 601-977-1001
 WWW.BBC-MS.COM

JACKSON, MS
 LANDS DIVISION
 PROJECT: JACKSON, MS
 DATE: 08-09-2011
 DRAWN BY: DDC
 CHECKED BY: JMS

JACKSON, MS
1000 COUNTY



M/S ARMY NATIONAL GUARD
364 SHIP ST
JACKSON, MS 39209
CONTACT: ITS / STEVE MCCARTHY
(601)424-1870 / (601)424-1970

34+02-34+02
SEWER MANHOLE
E/W (1) 12 CT F.O.C.
F.O.C. 145 S.W.S.
PLACE @ SHIP MOB

1. 20' DIAMETER ARMY NATIONAL GUARD
PROJECT REV - JACKSON, MS
2. FULL TYPING
3. M/S ARMY NATIONAL GUARDING
DATE 04-09-2021
DESCRIPTION Construction
SHEET 006
DRAWN BY
SCALE 1"=30'
DATE 006

REVISIONS

MATERIAL LIST

ITEM	DESCRIPTION	QUANTITY
1	20' DIAMETER ARMY NATIONAL GUARD	1
2	20' DIAMETER ARMY NATIONAL GUARD	1
3	20' DIAMETER ARMY NATIONAL GUARD	1
4	20' DIAMETER ARMY NATIONAL GUARD	1
5	20' DIAMETER ARMY NATIONAL GUARD	1
6	20' DIAMETER ARMY NATIONAL GUARD	1
7	20' DIAMETER ARMY NATIONAL GUARD	1
8	20' DIAMETER ARMY NATIONAL GUARD	1
9	20' DIAMETER ARMY NATIONAL GUARD	1
10	20' DIAMETER ARMY NATIONAL GUARD	1
11	20' DIAMETER ARMY NATIONAL GUARD	1
12	20' DIAMETER ARMY NATIONAL GUARD	1
13	20' DIAMETER ARMY NATIONAL GUARD	1
14	20' DIAMETER ARMY NATIONAL GUARD	1

DESIGNED BY
IBC
4475 Highway 90, Suite 200
Jackson, MS 39211
PREPARED FOR
cspire

NOTIFY ALL UTILITIES 72 HOURS PRIOR
TO ANY EXCAVATION WORK.
ONE CALL SYSTEM (800) 4-A-DAWN
(800) 452-9277

ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE TERRY ROAD REHABILITATION PROJECT, FEDERAL AID PROJECT NUMBER STP-7286-00(006)LPA/108074, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION

OFFICE OF THE CITY ATTORNEY
FEB 15 2022

WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the Terry Road Rehabilitation Project; and

WHEREAS, one bid was submitted to the City Clerk on January 25, 2022; and

WHEREAS, the bid of Hemphill Construction Company, Inc., in the amount of \$3,395,660.00 was the lowest and only bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Hemphill Construction Company, Inc. in the amount of \$3,395,660.00 for the Terry Road Rehabilitation Project to be the lowest and best bid; and

WHEREAS, the awarding of the bid shall be subject to the concurrence of the Mississippi Transportation Commission; and

WHEREAS, during the life of the project, it will be necessary for the Mayor to execute various no-cost documents as part of the administration and construction of the project.

IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc. for the construction of the Terry Road Rehabilitation Project, Federal Aid Project Number STP-7286-00(006)LPA/108074, in the amount of \$3,395,660.00 is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Mayor is authorized to execute and the Municipal Clerk is authorized to attest a contract with Hemphill Construction Company, Inc. for the construction of the Terry Road Rehabilitation Project.

IT IS FURTHER ORDERED that the Mayor be authorized to execute any and all no-cost item documents necessary for the administration and construction of the Terry Road Rehabilitation Project and to submit the same to MDOT as needed.

Agenda Item No#25
Agenda Date: February 15, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET February 2, 2022

DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Order authorizing the Mayor to execute a construction contract with Hemphill for the Terry Road Rehabilitation Project
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Residents, motorists, and pedestrians along Terry Rd
4.	Benefits	Construction contract for the street resurfacing
5.	Schedule (beginning date)	Upon concurrence of MDOT
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Terry Road (McDowell Rd to I-20)
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> ▪	City of Jackson, Department of Public Works, Engineering Division
8.	COST	\$3,395,660.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	FHWA Surface Transportation Earmark, 1% Sales Tax 173 45190 6824 Federal DBE Goal: 4%
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director

Date: February 2, 2022

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with \$3,395,660.00, for the Terry Road Rehabilitation Project.

The City of Jackson has received an award of federal FAST Act funds to resurface Terry Road from I-20 to McDowell Road. The project will include base repairs, spot curb and gutter repair, sidewalk repair/replacement, and mill and overlay.

The City advertised for sealed competitive bids in two newspapers and received one sealed bid on January 25. The lowest and only bid received was from Hemphill Construction Company, Inc. in the amount of \$3,395,660.00. It is the recommendation of Public Works that the bid be accepted. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET February 2, 2022

DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	Order authorizing the Mayor to execute a construction contract with Hemphill for the Terry Road Rehabilitation Project			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life			
3.	Who will be affected	Residents, motorists, and pedestrians along Terry Rd			
4.	Benefits	Construction contract for the street resurfacing			
5.	Schedule (beginning date)	Upon concurrence of MDOT			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Terry Road (McDowell Rd to I-20)			
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division			
8.	COST	\$3,316,047.35 \$3,395,660.00			
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	FHWA Surface Transportation Earmark, 1% Sales Tax 173 45190 6824 Federal DBE Goal: 4%			
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 _____	_____ _____ _____ _____ _____


CHS 2/3/22



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director 

Date: February 2, 2022

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with ~~\$3,316,047.35~~, for the Terry Road Rehabilitation Project.

The City of Jackson has received an award of federal FAST Act funds to resurface Terry Road from I-20 to McDowell Road. The project will include base repairs, spot curb and gutter repair, sidewalk repair/replacement, and mill and overlay.

The City advertised for sealed competitive bids in two newspapers and received one sealed bid on January 25. The lowest and only bid received was from Hemphill Construction Company, Inc. in the amount of ~~\$3,316,047.35~~. It is the recommendation of Public Works that the bid be accepted. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1756
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
2/9/22

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE TERRY ROAD REHABILITATION PROJECT, FEDERAL AID PROJECT NUMBER STP-7286-00(006)LPA/108074, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY

Terry Williamson, Legal Counsel 

2/9/22
DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 2 TO THE SERVICE ADDENDUM TO THE MASTER UTILITY SERVICES AGREEMENT WITH SUSTAINABILITY PARTNERS LLC FOR AMI METER SERVICES (ALL WARDS)

OFFICE OF THE CITY ATTORNEY
2022

WHEREAS, the City of Jackson entered into a Master Utility Service Agreement with Sustainability Partners, LLC, a Delaware limited liability corporation with its principal business address as 3133 W. Fry Road, Suite 101, Chandler, Arizona 85226 on or about November 30, 2020; and

WHEREAS, the City of Jackson and Sustainability Partners entered into a Service Addendum to the Master Utility Service Agreement to provide water meter services and utility billing services to the City under the terms of the Addendum and the Master Utility Service Agreement; and

WHEREAS, the City of Jackson previously amended the Addendum to the Master Utility Service Agreement through Change Order No. 1, which included in the services provided manual meter reading as use of the Mueller meter data management system is eliminated, as the upgrade from the current CC&B utility billing system to the new C2M utility billing occurs, and as the installation of new meters and the transition to the new AMI occurs; and

WHEREAS, UMS, the installation and maintenance contractor for the meter replacement project, has been conducting a field survey of the current meter installations; and

WHEREAS, the previous meter project did not include the replacement of meter boxes and only involved the replacement of a limited number of meter lids; and

WHEREAS, in order for the AMI meters to read correctly, the meter lids must either be plastic polymer or have a metal lid with a cut out and an antenna; and

WHEREAS, UMS has discovered in the course of its field survey that nearly all the meter boxes and lids are in need of replacement due to their condition, which affects the ability of the AMI meters to be read using the AMI system; and

WHEREAS, even where a meter box may be in an acceptable condition, meter lids have deteriorated, are missing, or are damaged and due to the wide variety in meter box shapes and sizes, it is unfeasible to replace only the lid in most cases; and

WHEREAS, Sustainability Partners, LLC, as the metering services provider is recommending that the City replace meter boxes and lids throughout the City were necessary in order to ensure that the AMI system is able to obtain reads from the new meters being installed; and

WHEREAS, the Service Addendum to the Master Utility Service Agreement should be amended as follows:

In order to add the additional cost of meter boxes and the **vendor flat free** removal and installation of the meter boxes the Agreement is revised as follows:

Agenda Item No. 26
Agenda Date: February 15, 2022
(King, Lumumba)

The "USA SERVICE"

Unit Id #	Quantity	Description of USA Service Components (the "Units")	\$ Installation Limit/Each
* O *	55,000	Meter Box with Lid	\$89

USA PAYMENT CALCULATION and DEFINITIONS

Unit Id #	SP Initial Funding Entity?	Rights Fee?	Full Capacity / Year	How Usage Unit will be Measured	Usage Unit	Usage Rate	Availability		Months RoR	Est. Useful Life
							Unit	Rate		
* O *	Yes	No	365	Connected Meter	Daily	\$0.040	N/A		N/A	25

WHEREAS, the additional terms of the Addendum should be amended as follows:

8. The Approved Installation Contractor will replace only those meter boxes (Unit Id # * O *) that need to be replaced. As the cost of the meter boxes are spread across the total quantity installed, the Usage Rate for ID # * O * will change based on the final quantity installed if different from the quantity set forth above. Any meter box not replaced that does not have a polymer lid will either have a new polymer lid added or the lid will be cut and an antenna added to the current lid. The cost of adding a polymer lid or adding an antenna is planned to be paid from the contingency reserve.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 2 to the Service Addendum to the November 10, 2020 Master Utility Service Agreement with Sustainability Partners, LLC, consistent with the amendments set forth above.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
January 26, 2022

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 2 TO THE SERVICE ADDENDUM TO THE MASTER UTILITY SERVICES AGREEMENT WITH SUSTAINABILITY PARTNERS LLC FOR AMI METER SERVICES (ALL WARDS)	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5., 6., and 7.	
3.	Who will be affected	City's water-sewer utility customers	
4.	Benefits	Will facilitate the implementation of the new utility billing system and AMI by providing new meter boxes and lids where needed	
5.	Schedule (beginning date)	Upon Approval and with execution of the change order	
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"/>	Water-Sewer Business Administration	
8.	COST	City will be invoiced beginning next month based on the number of new meters connected to the system at the rate of \$0.04 per day per installed meter with a new meter box and lid. If all 55,000 boxes are used the cost will be approximately \$803,000.00 annually	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	031-520.10-6419 through the same source as the original Addendum (Siemens Settlement Proceeds)	
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 _____	



WATER-SEWER BUSINESS ADMINISTRATION

MEMORANDUM

To: Chokwe A. Lumumba, Mayor
Via: Marlin King, Director, Department of Public Works
From: Carla Dazet, Deputy Director
Date: January 26, 2021
Subject: Agenda Item for City Council Meeting

A handwritten signature in black ink, appearing to be "Marlin King", written over the "Via:" line of the memorandum.

Attached is an order authorizing you to execute Change Order No. 2 to the Addendum to the Master Utility Service Agreement with Sustainability Partners, LLC.

This change order arises from the meter field survey being conducted by UMS as a part of this Addendum to the Master Utility Services Agreement. The previous meter replacement project done under the Siemens Performance Contract did not replace meter boxes and lids. Under that project, though some meter lids were replaced with plastic lids, most of the metal lids were not replaced, but instead were retrofitted with an antenna by drilling a hole into the metal lid.

UMS has discovered while performing its meter field survey that a number of meter boxes are deteriorated or damaged themselves, or the lid for the meter box is damaged. Because of the variety of box sizes and shapes, UMS has found it unfeasible to retrofit boxes with a new lid because of the great variety in shapes and sizes. In order to address the issues of failed AMI reads from meters because of damaged boxes and lids, UMS has recommended that all meters and lids be replaced. The City has negotiated a limitation on replacing only those boxes and lids that need replacing.

The cost of installation of the meter boxes and lids is estimated at \$89 per meter box with lid. Sustainability Partners proposes to charge the City at a rate of \$0.04 per day per connected meter. Assuming that the boxes and lids of all customers is replaced, the annual cost for the meter boxes and lids including their installation could eventually be \$803,000.00. The annual cost in the first year will be significantly less because all meters will not be installed.

Please contact if you have any questions.

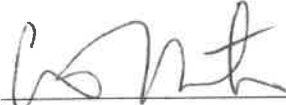
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
2/9/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 2 TO THE SERVICE ADDENDUM TO THE MASTER UTILITY SERVICES AGREEMENT WITH SUSTAINABILITY PARTNERS LLC FOR AMI METER SERVICES (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel

2/9/22
DATE



Service Addendum
dated as of the 22nd day of November 2021
by and between SP Meters Jackson MS LLC
and the City of Jackson, Mississippi

FORM OF CHANGE ORDER

CHANGE ORDER NO. 2

Date of Change Order No. 2: February 1, 2022

This Change Order (“Change Order”) is entered into pursuant to that certain USA Solution Addendum, dated as of May 20, 2021 (“Service Addendum”) entered into by and between City of Jackson, Mississippi (“Customer”) and SP Meters Jackson MS LLC (“the SP Entity”) pursuant to that certain Master Utility Services Agreement dated as of November 30, 2020, by and between Customer and Sustainability Partners LLC (together with the USA Solution Addendum, Change Order No. 1 dated September 1, 2021, and collectively referred to as the “Agreement”). Capitalized terms used herein but not defined shall have the meanings given to such terms in the Agreement. The Customer and the SP Entity agree to the following changes to the Service Addendum:

1. Description of changes:

- a. In order to add the additional cost of meter boxes and the **vendor flat free** removal and installation of the meter boxes the Agreement is revised as follows:

The “USA SERVICE”

Unit Id #	Quantity	Description of USA Service Components (the “Units”)	\$ Installation Limit/Each
* O *	55,000	Meter Box with Lid	\$89

USA PAYMENT CALCULATION and DEFINITIONS

Unit Id #	SP Initial Funding Entity?	Rights Fee?	Full Capacity / Year	How Usage Unit will be Measured	Usage Unit	Usage Rate	Availability		Months RoR	Est. Useful Life
							Unit	Rate		
* O *	Yes	No	365	Connected Meter	Daily	\$0.040	N/A		N/A	25

Additional Terms: 8. The Approved Installation Contractor will replace only those meter boxes (Unit Id # * O *) that need to be replaced. As the cost of the meter boxes are spread across the total quantity installed, the Usage Rate for ID # * O * will change based on the final quantity installed if different from the quantity set forth above. Any meter box not replaced that does not have a polymer lid will either have a new polymer lid added or the lid will be cut and an antenna added to the current lid. The cost of adding a polymer lid or adding an antenna is planned to be paid from the contingency reserve.

- 2. **No other changes:** Except as specifically modified herein, all terms and conditions of the Agreement are ratified and confirmed and shall remain unmodified and in full force and effect.



The Parties have executed and delivered this Change Order as of the date set forth on the first page hereof. This Change Order may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A signature page in "PDF" format or electronic signature to this Change Order shall be deemed an original and binding upon the Party against which enforcement is sought.

Customer:

SP Entity:

City of Jackson, Mississippi _____
Name of Customer

SP Meters Jackson MS, LLC _____

By: _____
Name: _____
Title: _____
Phone: _____
Email: _____

By: _____
Name: Adam Cain
Title: COO & General Counsel
Phone: (480) 840-0400
E-Mail: acain@s.partners

ORDER ACCEPTING THE BID OF KEY, LLC FOR CONSTRUCTION OF THE TERRY ROAD CANY CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NUMBER STP-7286-00(005)LPA/108071, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION (WARDS 6 AND 7)



WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the Terry Road Cany Creek Bridge Project; and

WHEREAS, two bids were submitted to the Municipal Clerk on January 11, 2022; and

WHEREAS, after correcting both bids for mathematical errors, the bid of Key, LLC in the amount of \$2,990,172.95 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Key, LLC in the amount of \$2,990,172.95 for the Terry Road Cany Creek Bridge Project to be the lowest and best bid; and

WHEREAS, the awarding of the bid shall be subject to the concurrence of the Mississippi Transportation Commission; and

WHEREAS, during the life of the project, it will be necessary for the Mayor to execute various no-cost documents as part of the administration and construction of the project.

IT IS, THEREFORE, ORDERED that the bid of Key, LLC, for the construction of the Terry Road Cany Creek Bridge Project, Federal Aid Project Number STP-7286-00(005)LPA/108071, in the amount of \$2,990,172.95 is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Mayor is authorized to execute and the Municipal Clerk is authorized to attest a contract with Key, LLC for the construction of the Terry Road Cany Creek Bridge Project.

IT IS FURTHER ORDERED that the Mayor be authorized to execute any and all no-cost item documents necessary for the administration and construction of the Terry Road Cany Creek Bridge Project and to submit the same to MDOT as needed.

Agenda Item No#27
Agenda Date: February 15, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET January 24, 2022
 DATE


POINTS		COMMENTS
1.	Brief Description/Purpose	Order authorizing the Mayor to execute a construction contract with Key for the Terry Road Cany Creek Bridge Project
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation
3.	Who will be affected	Motorists and residents along Terry Rd
4.	Benefits	Construction contract for a bridge replacement project
5.	Schedule (beginning date)	Upon concurrence of MDOT
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Terry Rd at the Cany Creek Bridge south of Savanna St (Wards 6 & 7)
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	COST	\$2,990,172.95
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	FHWA Surface Transportation Earmark (75%), 1% Sales Tax (25%) 173 45190 6824 Federal DBE Goal: 2%
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 _____

(Handwritten initials/signature)
 1/25/22



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Marlin King
Director 
Date: January 24, 2022
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with \$2,990,172.95, for the Terry Road Cany Creek Bridge Project.

The City of Jackson has received an award of federal FAST Act funds to replace the bridge on Terry Road over Cany Creek. The existing bridge was constructed in 1940 when the area was in rural Hinds County. Based on the now-antiquated design, narrow lanes, the longer 320 foot length of the bridge, and past issues with erosion on the bridge slope, Public Works identified this bridge for replacement using federal funds before it deteriorated to the point of having to be closed. The replacement concrete bridge, which will meet modern design standards, will be constructed on the same alignment as the old bridge to fit within the right-of-way.

The City advertised for sealed competitive bids in two newspapers and received two sealed bids on January 22. The lowest bid received was from Key, LLC, in the amount of \$2,990,172.95. It is the recommendation of Public Works that the bid be accepted. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE BID OF KEY, LLC FOR CONSTRUCTION OF THE TERRY ROAD ANY CREEK BRIDGE PROJECT, FEDERAL AND PROJECT NUMBER STP-7286-00(005)LPA/108071, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION (WARDS 6 AND 7) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Terry Williamson, Legal Counsel



11/26/22

DATE

Bridge Replacement on Terry Road over Caney Creek, known as Federal Aid Project No. STP-7286-00(005) LPA/108071-701000
in Hinds County.

CITY OF JACKSON: \$2,937,207.96

Ref#	Item	Item Description	Item Qty	Units	Volkert, Inc.	Key, LLC	Hemphill Construction Company, Inc.
					\$2,937,207.96	\$2,990,172.95	\$4,862,506.30
						1	2
0010	201-B001	Clearing and Grubbing	1.000	ACRE	15,000.00	16,500.00	15,000.00
0020	202-A001	Removal of Obstructions	1.000	LS	102,000.00	82,400.00	245,000.00
0030	202-B007	Removal of Asphalt Pavement, All Depths	1,115.000	SY	22,300.00	11,150.00	14,439.25
0040	202-B219	Removal of Sign, Ground Mounted With Posts	2.000	EA	500.00	2,640.00	600.00
0050	202-B259	Removal and Replacement of Water Line	1.000	EA	40,000.00	41,410.00	12,500.00
0060	203-A001	Unclassified Excavation, FM, AH	1,275.000	CY	25,500.00	22,950.00	18,487.50
0070	203-G001	Excess Excavation, FM, AH	852.000	CY	12,780.00	17,040.00	21,300.00
0080	209-A005	Geotextiles Stabilization, Type V, Non-Woven	1,214.000	SY	7,284.00	6,070.00	4,249.00
0090	211-B001	Topsoil for Slope Treatment, Contractor Furnished	271.000	CY	5,420.00	284.55	10,840.00
0100	213-C001	Superphosphate	1.000	TON	500.00	1,600.00	1,850.00
0110	220-A001	Insect Pest Control	1.000	ACRE	150.00	30.00	30.00
0120	221-A001	Concrete Paved Ditch	2.000	CY	1,000.00	4,600.00	2,950.00
0130	223-A001	Mowing	1.000	ACRE	1,000.00	50.00	50.00
0140	225-A001	Grassing	1.000	ACRE	3,000.00	3,145.00	3,650.00
0150	225-B001	Agriculture Limestone	1.000	TON	500.00	300.00	300.00
0160	225-C001	Mulch, Vegetative Mulch	1.000	TON	400.00	800.00	900.00
0170	226-A001	Temporary Grassing	1.000	ACRE	1,500.00	1,600.00	1,850.00
0180	234-A001	Temporary Silt Fence	730.000	LF	5,110.00	3,650.00	6,205.00
0190	237-A002	Wattles, 20"	120.000	LF	960.00	1,320.00	1,470.00
0200	249-A001	Riprap for Erosion Control	14.000	TON	980.00	1,820.00	1,890.00
0210	304-A004	Granular Material, LVM, Class 5, Group C	115.000	CY	5,750.00	11,270.00	10,033.75
0220	304-F001	3/4" And Down Crushed Stone Base	280.000	TON	0.00	0.00	0.00
		Or					
0230	304-F001	Size 610 Crushed Stone Base	280.000	TON	14,000.00	16,800.00	18,970.00
		Or					
0240	304-F001	Size 825B Crushed Stone Base	280.000	TON	0.00	0.00	0.00

Bridge Replacement on Terry Road over Caney Creek, known as Federal Aid Project No. STP-7286-00(005) LPA/108071-701000 in Hinds County.		CITY OF JACKSON: \$2,937,207.96		Volkeert, Inc.		Key, LLC		Hemphill Construction Company, Inc.	
Reff#	Item	Item Description	Item Qty	Units					
0250	403-A002	12.5-mm, MT, Asphalt Pavement	111,000	TON	14,430.00	23,310.00			
0260	403-A008	2.5-mm, MT, Asphalt Pavement	165,000	TON	18,150.00	34,650.00			
0270	407-A001	Asphalt for Tack Coat	56,000	GAL	280.00	224.00			
0280	413-E001	Sawing and Sealing Transverse Joints in Asphalt Pavement	69,000	LF	1,380.00	621.00			
0290	501-K001	Transverse Grooving	23,000	SY	92.00	69.00			
0300	502-A001	Reinforced Cement Concrete Bridge End Pavement	125,000	SY	21,875.00	54,625.00			
0310	605-AA001	Geotextile for Subsurface Drainage, Type III	39,000	SY	234.00	429.00			
0320	605-T001	4" Perforated Pipe for Underdrains	82,000	LF	820.00	3,280.00			
0330	605-U001	4" Non-Perforated Pipe for Underdrains	20,000	LF	200.00	800.00			
0340	605-W001	Filter Material for Combination Storm Drain and/or Underdrains, Type A, FM	3,000	CY	75.00	1,260.00			
0350	605-W002	Filter Material for Combination Storm Drain and/or Underdrains, Type B, FM	51,000	CY	1,275.00	5,100.00			
		Or							
0360	605-W003	Filter Material for Combination Storm Drain and/or Underdrains, Type C, FM	51,000	CY	0.00	0.00			5,355.00
0370	605-Z001	Underdrain Appurtenances, Concrete Apron, Precast or Cast-In-Place	1,000	EA	100.00	5,885.00			7,500.00
0380	606-B001	Guard Rail, Class A, Type 1	250,000	LF	6,250.00	7,500.00			8,625.00
0390	606-D022	Guard Rail, Bridge End Section, Type 1	4,000	EA	800.00	14,060.00			17,000.00
0400	606-E001	Guard Rail, Terminal End Section	4,000	EA	800.00	14,480.00			18,000.00
0410	615-A024	Concrete Bridge End Barrier, 37.5"	48,000	LF	2,160.00	3,888.00			3,600.00
0420	618-A001	Maintenance of Traffic	1,000	LS	15,000.00	20,000.00			13,500.00
0430	619-D1001	Standard Roadside Construction Signs, Less Than 10 Square Feet	51,000	SF	382.50	561.00			943.50
0440	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More	165,000	SF	1,237.50	1,815.00			3,052.50
0450	619-F1001	Concrete Median Barrier, Precast	60,000	LF	1,500.00	3,060.00			5,100.00
0460	619-G4005	Barricades, Type III, Single Faced	48,000	LF	720.00	1,008.00			888.00
0470	619-G7001	Warning Lights, Type "B"	4,000	EA	1,000.00	380.00			180.00
0480	620-A001	Mobilization	1,000	LS	220,000.00	253,000.00			1,470,020.00
0490	626-C003	6" Thermoplastic Edge Stripe, Continuous White	1,210,000	LF	3,630.00	2,541.00			3,630.00

CITY OF JACKSON: \$2,937,207.96		Hemphill Construction Company, Inc.	
Ref#	Item	Item Description	Units
0500	636-D004	6" Thermoplastic Traffic Stripe, Skip Yellow	160,000 LF
0510	626-E003	6" Thermoplastic Traffic Stripe, Continuous Yellow	870,000 LF
0520	627-L001	Two-Way Yellow Reflective High Performance Raised Markers	30,000 EA
0530	630-A003	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness	18,000 SF
The Pay Item amount of \$1,760.00 for Reference No. 0530 for the Hemphill Construction Co., Inc. bid is incorrect. \$990.00 is the correct amount			
0540	630-C003	Steel U-Section Posts, 3.0 Lb/Ft	30,000 LF
0550	630-G005	Type 3 Object Markers, OM-3R or OM-3L, Post Mounted	4,000 EA
0560	699-A001	Roadway Construction Stakes	1,000 LS
0570	907-262-A005	Utility Work - Water, Line Stop	2,000 EA
0580	907-262-A005	Utility Work - Water, Ductile Iron Retainer Gland	10,000 EA
0590	907-262-A005	Utility Work - Water, Gate Valve Fitting	2,000 EA
0600	907-262-A006	Utility Work - Water, Ductile Iron Pipe	600,000 LF
0610	907-262-A008	Utility Work - Water, Ductile Iron Fittings	1,680,000 LBS
0620	907-262-PP006	Utility Work - Water, Temporary Waterline Bypass	1,000 LS
0630	501-K001	Transverse Grooving	996,000 SY
0640	907-803-B001	Conventional Static Load Test	2,000 EA
0650	803-D002	HP 12x53 Steel Piling	900,000 LF
0660	803-F002	12" Pre-Formed Pile Hole	160,000 LF
0670	803-F011	24" Pre-Formed Pile Hole	120,000 LF
0680	907-803-I003	PDA Test Pile, Steel Pile	1,000 EA
0690	907-803-I004	PDA Test Pile, Steel Pipe Pile	1,000 EA
0700	907-803-J001	Pile Restrike	2,000 EA
0710	803-P007	24" Steel Piling, Wall Thickness 0.500"	990,000 LF
0720	907-804-A001	Bridge Concrete, Substructure, Class "BDX"	333,000 CY
0730	907-8004-A002	Bridge Concrete, Superstructure, Class "AA"	99,000 CY
0740	804-C188	80" Prestressed Concrete Beams, Type FTB 36	1,260,000 LF

Bridge Replacement on Terry Road over Caney Creek, known as Federal Aid Project No. STP-7286-00(005) LPA/108071-701000 in Hinds County.		CITY OF JACKSON: \$2,937,207.96		Volkert, Inc.	Key, LLC	Hemphill Construction Company, Inc.
Ref#	Item	Item Description	Item Qty	Units		
0750	805-A001	Reinforcement	100,594.000	LBS	130,772.20	221,306.80
0760	805-C001	Reinforcement, Corrosion Resistant	3,785.000	LBS	7,570.00	20,817.50
0770	907-809-A001	Retaining Wall System	831.000	SF	155,397.00	143,955.00
The Pay Item amount of \$143,955.00 for Reference No. 0770 for the Hemphill Construction Co., Inc. bid is incorrect. \$29,085.00 is the correct amount						
0780	813-A001	Concrete Railing	640.000	LF	51,200.00	57,600.00
0790	815-A007	Loose Riprap, Size 300	338.000	TON	25,350.00	21,125.00
0800	815-B001	Grouted Riprap	760.000	SY	79,800.00	45,600.00
0810	815-D001	Concrete Slope Paving	18.000	CY	34,110.00	17,730.00
0820	815-E001	Geotextile Under Riprap	557.000	SY	19,405.00	1,949.50
The Pay Item amount of \$19,405.00 for Reference No. 0820 for the Key, LLC bid is incorrect. \$2,785.00 is the correct amount						
0830	815-F002	Sediment Control Stone	4.000	TON	480.00	300.00
Incorrect Totals					3,006,792.95	4,978,146.30
Corrected Totals					2,990,172.95	4,862,506.30



Mark C. McConnell

Mark C. McConnell, P.E.

OFFICE OF THE CITY ATTORNEY
2-8-2022

ORDER AUTHORIZING A SINGLE SOURCE PROCUREMENT FROM GE DIGITAL, LLC FOR THE ANNUAL GLOBALCARE SUPPORT SOFTWARE MAINTENANCE TO THE PROFICY HMI/SCADA IFIX SOFTWARE SUITE FOR THE OPERATION OF THE CITY OF JACKSON'S POTABLE WATER WORKS (ALL WARDS)

WHEREAS, the water treatment SCADA (supervisory control and data acquisition) system for the City of Jackson is essential for treating water at the O.B. Curtis (conventional process) and J.H. Fewell Water Treatment Plants; and

WHEREAS, GlobalCare Support provides necessary updates and support to ensure the stable and secure operation of the SCADA system's software, Proficy HMI/SCADA iFIX; and

WHEREAS, GE Digital, LLC is the sole support service provider in the United States for Proficy software products, and Gray Matter Systems is the sole authorized representative in the state of Mississippi; and

WHEREAS, the cost of the annual GlobalCare Support agreement totals \$19,332.23

IT IS, THEREFORE, ORDERED that a single source procurement is authorized from GE Digital, LLC in the amount of \$19,332.23 for GlobalCare Support for the Proficy HMI/SCADA iFix software used at the water treatment plants.

Agenda Item No#28
Agenda Date: February 15, 2022
(King, Lumumba)



PUBLIC WORKS DEPARTMENT
"People Who Do"

M E M O R A N D U M

TO: Chokwe Antar Lumumba, Mayor

FROM: Marlin King
Public Works Director

DATE: January 27, 2022

SUBJECT: Sole Source Purchase of Human Machine Interface and Server Software from GE Digital for the Water Treatment Plants

Both water treatment plants require computer control to operate. The plants use Proficy iFIX Human Machine Interface (HMI) and Historian software to monitor, control and record plant operations.

GE Digital, LLC is the sole source for the iFIX HMI and Historian software in Mississippi and has submitted a quotation in the amount of \$19,332.23 to provide one year of software support. This support includes free software version updates, direct access to product expertise including 24/7 emergency support, online knowledge center, service packs, product fixes, firmware, electronic case management, knowledge base CD and electronic newsletter.

The Department of Public Works recommends approval of this purchase. Funding for this purchase will be obtained from the Water/Sewer Enterprise Operations and Maintenance Fund.

Should you have any questions please advise.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

01/26/2022

DATE

(as revised 3/6/01)

P O I N T S		C O M M E N T S								
1.	Brief Description	<p>ORDER AUTHORIZING THE SOLE SOURCE PROCUREMENT FROM GE DIGITAL, LLC FOR THE ANNUAL GLOBAL CARE SUPPORT SOFTWARE MAINTENANCE TO THE PROFICY HMI/SCADA IFIX SOFTWARE SUITE FOR THE OPERATION OF THE CITY OF JACKSON'S POTABLE WATERWORKS. (ALL WARDS)</p>								
2.	Purpose	<p>To provide support for the HMI and Historian software used to monitor, control and record water treatment plant operations.</p>								
3.	Who will be affected	<p>All users of water produced from the surface water system.</p>								
4.	Benefits	<p>The City will receive free software version updates, direct access to product expertise including support 24/7 emergency support, online knowledge center, service packs, product fixes, firmware, electronic case management, knowledge base CD and electronic newsletter.</p>								
5.	Schedule (beginning date)	<p>1/1/2022 – 12/31/2022</p>								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	<p>System wide</p>								
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	<p>Department of Public Works -Water/Sewer Utilities Division Water Plant Operations Section</p>								
8.	COST	<p>\$19,332.23</p>								
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	<p>Water Plant Operations & Maintenance Budget [031.521.35.6231]</p>								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>

Office of the City Attorney

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
2/9/22

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING A SINGLE SOURCE PROCUREMENT FROM GE DIGITAL, LLC FOR THE ANNUAL GLOBALCARE SUPPORT SOFTWARE MAINTENANCE TO THE PROFICY HMI/SCADA IFIX SOFTWARE SUITE FOR THE OPERATION OF THE CITY OF JACKSON'S POTABLE WATER WORKS (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY

Terry Williamson, Legal Counsel *TW*

2/9/22

DATE



Remit Payment Only To:

By Electronic: Bank of America
 1401 Elm Street 2nd Floor
 Dallas TX, 75202
 ABA Information: 111000012
 Account Name: GE Digital LLC
 Account Number: 4451103219

International Wires
 Bank of America
 100 West 33rd Street
 New York, NY 10001
 Swift Code: BOFAUS33
 Account Name: GE Digital LLC
 Account Number: 4451103219

Leonardo Rendón

Primary Sales Person
 Primary Sales Email
 Primary Sales Phone

Chris Cokinos
 ccokinos@graymattersystems.com
 (412) 650-4838

Inside Sales Person
 Inside Sales Email
 Inside Sales phone

Bill To:

CITY OF JACKSON WATER / SEWER
 P.O. BOX 17
 JACKSON, MS 39205-0000
 US
 Bill To CSN: 21661400

End User:

CITY OF JACKSON WATER / SEWER
 P.O. BOX 17
 JACKSON, MS 39205-0000
 US
 End User CSN: 21661400

Quote#	BMIQ-08302021-424933
Quote Date	Jan 25, 2022
Expiration Date	Apr 25, 2022
Quote Revision	2
Currency	USD
Customer RFQ	
Payment Terms	Net Due in 30 Days

Detailed:

Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
200179969-01			IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)		1	Premier	Dec 30, 2022	\$703.49
200180587-01			IC647IFPLRNUNLMT M	iFIX Plus SCADA Unlimited Runtime (M4 Part)		1	Premier	Dec 30, 2022	\$1,309.61
3-37524601-003-001			IC61THREN	iClient v6.1 Thick Runtime Only English	200179963	1	Premier	Dec 30, 2022	\$422.06
3-37524601-006-001			IC61THREN	iClient v6.1 Thick Runtime Only English	200179967	1	Premier	Dec 30, 2022	\$422.06
3-37524601-040-001			IC61THREN	iClient v6.1 Thick Runtime Only English	200179973	1	Premier	Dec 30, 2022	\$422.06
3-37524601-043-001			IC61THREN	iClient v6.1 Thick Runtime Only English	200179974	1	Premier	Dec 30, 2022	\$422.06
3-41727301-012-001			IC59THREN	iClient v5.9 Thick Runtime Only English	200179975	1	Premier	Dec 30, 2022	\$422.06
				TOTAL		7		Dec 30, 2022	\$4,123.40
iCLIENT-TERML Subtotal									\$4,123.40

Legacy Assets

Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
200180587-02			OC647IGS85CMOP	IGS - IGS Basic Drivers for M4 keys		1	Premier	Dec 30, 2022	\$188.20
				TOTAL		1		Dec 30, 2022	\$188.20
Legacy Assets Subtotal									\$188.20

IFIX-TERMI									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-37524601-009-001			IF61PDUNLEN-S	IFix v6.1 Plus Development Unlimited Points English SCADA Synchronization	200179968	1	Premier	Dec 30, 2022	\$2,432.46
3-37524601-016-001			IF61PRUNLEN-S	IFix v6.1 Plus Runtime Unlimited Points English SCADA Synchronization Backup License	200179971	1	Premier	Dec 30, 2022	\$970.76
3-37524601-023-001			IF61PDUNLEN-S	IFix v6.1 Plus Development Unlimited Points English SCADA Synchronization	200179972	1	Premier	Dec 30, 2022	\$2,432.46
3-37524601-030-001			IF61PRUNLEN-S	IFix v6.1 Plus Runtime Unlimited Points English SCADA Synchronization Backup License	200179976	1	Premier	Dec 30, 2022	\$970.76
				TOTAL		4		Dec 30, 2022	\$6,806.44
									IFIX-TERMI Subtotal
									\$6,806.44

DRIVER-TERMI									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-37524601-013-001			DR-G00P253V0	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocols IOT Gateway plug in No Tags	200179968-02	1	Premier	Dec 30, 2022	\$188.20
3-37524601-020-001			DR-G00P253V0	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocols IOT Gateway plug in No Tags Backup License	200179971-02	1	Premier	Dec 30, 2022	\$94.18
3-37524601-027-001			DR-G00P253V0	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocols IOT Gateway plug in No Tags	200189972-02	1	Premier	Dec 30, 2022	\$188.20
3-37524601-037-001			DR-G00P253V0	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocols IOT Gateway plug in No Tags Backup License	200179976-02	1	Premier	Dec 30, 2022	\$94.18
				TOTAL		4		Dec 30, 2022	\$564.76
									DRIVER-TERMI Subtotal
									\$564.76

HISTORIAN-TERMI									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-37524601-046-001			H580E00005000002-IM2	Historian v8.0 Enterprise 5000 Points 2 Additional CALS Two Mirror	200180585	1	Premier	Dec 30, 2022	\$5,099.57
				TOTAL		1		Dec 30, 2022	\$5,099.57
									HISTORIAN-TERMI Subtotal
									\$5,099.57

Total: \$16,782.37

ATTENTION: Please do not fax or email any export controlled technical data to these fax numbers or email addresses.

This Quote does not include any freight charges or applicable taxes. All items are Commercial items. Please include the Quote Number from this document on your Purchase Order.

This order is expressly conditioned upon Customer's acceptance of the GE Terms and Conditions. GE Digital LLC is not bound by any terms on Customer's order which attempt to impose any condition at variance with GE's terms attached hereto. GE's failure to object to provisions contained in any of Customer's forms shall not be deemed an acceptance of any of Customer's terms or a waiver of the provisions of GE's terms and conditions which shall constitute the entire, final, and exclusive statement of the agreement between the parties.

GE DIGITAL GENERAL TERMS AND CONDITIONS

The license or provision of the GE products and services ("GE Offerings") by the GE Digital business ("GE") providing this proposal or quote is expressly conditioned upon the terms and conditions contained or referred to herein. Any authorization by Customer to furnish the GE Offerings or order placed by Customer for GE Offerings will constitute acceptance of these terms and conditions.

1. **DEFINITIONS**

The capitalized terms used in this Agreement shall have the meaning given to them below. Words imparting the singular shall also include the plural and vice versa, as the context requires. GE and Customer are each referred to herein as a "Party" and together as "Parties." The term "General Terms and Conditions" shall mean the body of the text that follows and all appendices included therein. The term "Agreement" shall mean, collectively, these General Terms and Conditions and any Order issuing from the attached quote or proposal.

1.1. **"Acceptable Use Policy"** is defined in Appendix A.

1.2. **"Affiliate"** means, with respect to a Party, an entity that controls, is controlled by, or is under common control with such Party, where control means ownership, directly or indirectly, of 50% or more of the voting shares of the subject entity or the right to appoint a majority of the board of directors of the subject entity.

1.3. **"Change Order"** is defined in Section 6.1.

1.4. **"Confidential Information"** of a Party means all of that Party's information and documentation disclosed to or accessed by the other Party in connection with this Agreement that is marked (or, if disclosed other than in writing, designated at the time of disclosure) as "confidential" or with a similar designation, including any information developed by reference to or use of the other Party's Confidential Information. GE's Confidential Information includes the GE Offerings. "Confidential Information" does not include information that: (a) is independently developed by the receiving Party, as demonstrated by the recipient's written records, without violating the disclosing Party's proprietary rights; (b) is or becomes publicly known (other than through unauthorized disclosure); (c) is disclosed by the owner of such information to a third party free of any obligation of confidentiality; (d) is already known by the receiving Party at the time of disclosure, as demonstrated by the receiving Party's written records, and the receiving Party has no obligation of confidentiality other than pursuant to this Agreement; or (e) is rightfully received by the receiving Party free of any obligation of confidentiality.

1.5. **"Customer Content"** means data, information, documentation, and software provided by Customer for use in connection with the GE Offerings.

1.6. **"Deliverables"** are defined in Section 6.3.

1.7. **"Data Protection Plan"** is defined in Section 3.7.

1.8. **"Embedded Software"** is defined in Section 4.2.

1.9. **"GE Offerings"** means, collectively, the Hosted Services, Hardware, Software, Professional Services, and Support Services provided by GE in accordance with this Agreement.

1.10. **"Hardware"** means hardware equipment that is provided by GE to Customer, as described in Section 4.

1.11. **"Hosted Services"** are defined in Section 3.

1.12. **"Infringement Claim"** is defined in Section 12.1.

1.13. "Open Source Software" means any software that is distributed as "free software," "open source software" or under a similar licensing or distribution model, including without limitation the GNU General Public License (GPL) (including the GNU Affero GPL License), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL) and the Apache License.

1.14. "Order" means Customer's acceptance of GE's quote or proposal to which these General Terms and Conditions are attached.

1.15. "Professional Services" are defined in Section 6.1.

1.16. "Service Documentation" is defined in Section 3.1.

1.17. "Software" is defined in Section 5.1.

1.18. "SOW" or "Statement of Work" is defined in Section 6.1.

1.19. "Support Services" means services associated with the support programs described in Appendix A.

1.20. "Third Party Services" are defined in Section 3.9.

1.21. "Third Party Software" is defined in Section 5.3.

1.22. "User" is defined in Section 3.8.2.

2. SCOPE; ORDERS.

2.1. **Scope.** Any offer made by GE herein is expressly conditioned upon acceptance of this Agreement, which sets forth the sole and exclusive terms and conditions that govern any Order for the provision of the GE Offerings. Any purchase order, order receipt, acceptance, confirmation, correspondence, online terms, or other confirmatory documents presented by Customer shall be deemed to be presented for payment purposes only. GE rejects, and shall not be bound by, any additional or different terms contained in such documents.

3. HOSTED SERVICES

3.1. **General.** "Hosted Services" are computer software applications, software platforms, and equipment monitoring services that are hosted by GE and provided as a service to Customer. GE shall provide Customer with remote access to the Hosted Services for the term of Customer's paid subscription, as described in an Order. Customer agrees to use the Hosted Services solely in accordance with this Agreement, the product-specific terms and conditions described in Appendix A, and the written documentation published or provided by GE for the Hosted Services (collectively, "Service Documentation").

3.2. **Hosted Services Warranty.** For the term of Customer's paid subscription to the Hosted Services, GE warrants that such Hosted Services will materially comply with the then current Service Documentation provided for the Hosted Service. Customer acknowledges that GE may deliver continuous updates, changes, and improvements to the Hosted Services and the Service Documentation. GE may notify Customer of such changes by publishing updates or changes to GE's Web site for the Hosted Services or by means of written notice to Customer. Customer's sole remedy, and GE's sole obligation and liability, for any failure of the Hosted Services to conform to this warranty is for GE, at its option, to: (1) provide a correction or work-around or provide an issue resolution, or (2) permit Customer to terminate its subscription to the affected Hosted Services and receive a refund of the prepaid fees, if any, for the terminated and unexpired portion of such subscription.

3.3. **Disclaimers.** WITHOUT LIMITING THE DISCLAIMERS IN SECTION 9.2, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT HOSTED SERVICES WILL OPERATE FREE FROM ERROR, INTERRUPTION, OR DISRUPTION, INCLUDING, WITHOUT LIMITATION, DUE TO CYBER-ATTACKS, MALICIOUS OR OTHERWISE, OR FROM

INTERRUPTIONS IN INTERNET CONNECTIVITY (INCLUDING DELAYS OR PACKET LOSS). CUSTOMER ACKNOWLEDGES THAT THE HOSTED SERVICES ARE NOT INTENDED FOR REAL-TIME CONTROL OR MONITORING DUE TO THE POSSIBILITY OF INTERRUPTIONS IN SERVICE OR CONNECTIVITY. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SAFE AND CONTINUOUS OPERATION OF ITS EQUIPMENT, FOR VERIFYING RESULTS GENERATED BY THE HOSTED SERVICES, AND FOR TAKING APPROPRIATE ACTIONS BASED ON SUCH RESULTS.

3.4. Changes. GE may change, discontinue, or deprecate any of the Hosted Services (including individual services or the Hosted Services as a whole) or change or remove features or functionality of the Hosted Services or revise the applicable Service Documentation. Without limiting the generality of the foregoing, GE may change, terminate, or discontinue all or a portion of a Hosted Service if required by changes in GE's relationship with a third party provider or licensor; if required to comply with law or requests or government entities; if providing the Hosted Services could create a substantial economic or technical burden or material legal or security risk; or if GE determines that use of the Hosted Services by Customer or the provision of the Hosted Services to Customer is prohibited or impractical due to a legal or regulatory reason. GE may change, discontinue, or add to the Support Services for the Hosted Services from time to time by posting a notice to the Web site where such Support Services are described. If such changes have a materially adverse effect on Customer's use of the Hosted Services, Customer may notify GE in writing, and GE may propose resolutions or work-arounds. If GE is unable to provide Customer with a resolution or work-around reasonably satisfactory to Customer, then Customer may terminate its subscription to the affected Hosted Services upon written notice to GE and receive a refund of the prepaid fees, if any, for the terminated and unexpired portion of such subscription.

3.5. Use Limitations. Customer's Order may specify usage or deployment limitations relating to the Hosted Services. GE may enforce such usage limitations by technical or resource restrictions, or GE may permit excess usage and invoice Customer for such use at GE's standard rates. Customer agrees to pay for such additional invoices in accordance with the payment terms of this Agreement. If a usage limitation designated in an Order is based on limitations or entitlements not monitored by GE, then Customer agrees to limit its usage only to the designated scope and promptly notify GE if such limitations are exceeded. Customer shall use the Hosted Services solely for its internal business purposes as permitted by this Agreement and shall not license, sublicense, sell, resell, rent, lease, transfer, assign, publish, disclose, time share or otherwise commercially exploit the Hosted Services or make the Hosted Services available to any third party, other than as expressly permitted by this Agreement.

3.6. Suspension. GE may suspend Customer's right to access or use any portion or all of the Hosted Services upon notice to Customer if GE determines that Customer's use of or registration for the Hosted Services: (i) is unlawful, fraudulent, or prohibited by law, (ii) poses a security threat to the Hosted Services, GE, GE's Affiliates, or any third party, (iii) may adversely impact the integrity of the Hosted Services or the systems or content of any other customer, (iv) may subject GE, GE's Affiliates, or any third party to liability, (v) violates the Acceptable Use Policy or acts in a manner inconsistent with Customer's Responsibilities as set forth in Section 3.8, or (vi) exceeds the scope of use authorized by GE. GE may also suspend Hosted Services if Customer is more than 30 days overdue on any payment obligation under this Agreement. GE shall use commercially reasonable efforts to re-establish Hosted Services after GE determines the cause of the suspension has been resolved. Any suspension under this paragraph shall not excuse Customer's payment obligations under this Agreement.

3.7. Security and Data Privacy.

3.7.1. Security. GE shall use reasonable efforts to implement appropriate measures, in accordance with GE's standard security policies applicable to the Hosted Services ("Data Protection Plans") designed to secure Customer Content against accidental or unlawful loss, access, or disclosure. GE reserves the right to modify Data Protection Plans from time to time upon notice to Customer. Customer consents to GE's collection, use, and disclosure of information associated with the Hosted Services as described in this Agreement and the applicable Data Protection Plan, and in particular to the processing of Customer's Content in, and the transfer of Customer Content into, any country in which GE or its affiliates or subcontractors maintain facilities (including the United States). GE shall treat Customer contact information (including business contact information of Customer representatives) in accordance with GE's Privacy Policy available at <http://www.ge.com/privacy>. Customer consents to the disclosure of Customer Content to GE's subcontractors and Affiliates who agree to maintain and use Customer Content in accordance with this Agreement.

3.7.2. Regulated Data. If Customer Content includes any data subject to specific legal or regulatory requirements (including, but not limited to, health care data, EU personal data, export-controlled data, or sensitive government data), Customer shall notify GE in writing of such requirements and provide any information that is necessary or reasonably requested by GE to determine the applicable regulatory requirements. Except as may be specified by GE in writing, GE shall not have any responsibility to discover or provide a hosting environment that complies with such regulatory requirements. . Without limiting the generality of the foregoing, if Customer intends to use the Hosted Services to process personal data of individuals located in the European Union, Customer shall notify GE in writing and the parties will reasonably cooperate to comply with their respective obligations under the EU General Data Protection Regulation.

3.8. Customer's Responsibilities

3.8.1. Customer Content and Equipment. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Content and Customer equipment. Customer is responsible for securing all necessary rights and permissions to provide Customer Content to GE and to use Customer Content with the Hosted Services. For example, Customer is solely responsible for:

- a) the technical operation of Customer Content, including ensuring that calls Customer makes to or from any Customer application or service are compatible with the Hosted Services;
- b) compliance of Customer Content with the Acceptable Use Policy, Data Protection Plan, and applicable Service Documentation;
- c) compliance by Customer with all applicable laws, executive orders, administrative rules and regulations, safety standards, ordinances, and court orders in using the Hosted Services;
- d) any third party claims relating to the legal status of Customer Content;
- e) the operation, control, conditions, use, and maintenance of Customer equipment and ensuring that Customer's computer systems and equipment meet the current technical requirements for the Hosted Services;
- f) the accuracy, completeness, and timeliness of Customer Content; and
- g) proper handling and processing of notices sent to Customer (or any of Customer's Affiliates) by any person claiming that Customer Content violates such person's rights, including notices pursuant to the U.S. Digital Millennium Copyright Act or similar laws of other countries.

3.8.2. Customer Security. Customer is responsible for properly configuring and using the Hosted Services and taking Customer's own steps to maintain appropriate security, integrity, and backup of Customer Content, which may include routine archiving of Customer Content and the use of encryption technology to protect Customer's Content and credentials. Customer's credentials (which may include username, passwords, tokens, certificates, keys, and pins) issued by GE or selected by Customer for accessing the Hosted Services are for Customer's internal use only and Customer may not share or disclose them to any other entity or person, except that Customer may disclose Customer's credentials to Customer's employees, agents, and subcontractors performing work on Customer's behalf ("User"). Customer is responsible for any use of Customer's credentials and for notifying GE immediately of any breach of security related to Customer's credentials. Customer is responsible for complying with the Data Protection Plan and all other security requirements published by GE or communicated to Customer for securing Customer Content in connection with using the Hosted Services. Customer is deemed to have taken any action that Customer permits, assists, or facilitates any User or other person or entity to take related to this Agreement, Customer Content, or the Hosted Services. Customer shall not take any action to circumvent any security feature or attempt to exceed authorized access to the Hosted Services or its related systems or networks; interfere with or disrupt the integrity or performance of the Hosted Services or the data contained therein; or send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. If Customer becomes aware of any violation of the foregoing by a User, Customer shall immediately terminate such User's access to Customer's account and notify GE.

3.8.3. Connectivity. Except as expressly provided in an Order, Customer is solely responsible for providing Internet connectivity for Customer's facilities and Customer equipment as necessary to access and use the Hosted

Services (including all ISP charges). GE does not and cannot control the flow of data to or from the Hosted Services infrastructure and other portions of the Internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof).

3.9. Third Party Services. If specified on GE's Web sites for the Hosted Services, third parties may offer independent services, including hosted application services ("Third Party Services"), directly to Customer under a separate agreement, and Customer's acceptance of such offers will constitute a separate agreement solely between Customer and the third party provider thereof. If Customer subscribes to Third Party Services, Customer consents to GE sharing with the third party provider: (i) Customer contact and account information, (ii) Customer Content in connection with Customer's use of the Third Party Services, and (iii) additional information, if any, disclosed in writing to Customer in connection with the Third Party Services. GE shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to such Third Party Services.

4. HARDWARE.

4.1. Delivery. Delivery of Hardware sold will be made FCA GE's facility (Incoterms 2010). Title to Hardware shipped by GE from the United States shall pass to Customer immediately after each item departs from the territorial land, seas, and overlying airspace of the United States. Title to all other Hardware sold shall pass when the product is made available for shipment at the point of shipment. Delivery of Hardware leased to Customer shall be made by commercially reasonable means. Title to such leased Hardware shall not pass to Customer. Title to any software embedded in or included with Hardware ("Embedded Software") does not pass to Customer.

4.2. Embedded Software. GE grants to Customer a limited, nonexclusive license to use any Embedded Software only with and as embedded within the associated Hardware, and Customer shall have no other rights with respect to Embedded Software, including any right to copy or modify the Embedded Software. Customer may transfer the Embedded Software to a third party only to the extent that Customer is permitted to transfer the associated Hardware under this Agreement. Embedded Software is otherwise governed by the license restrictions set forth in Section 10.4 below.

4.3. Hardware Warranties.

4.3.1. Hardware Sold. During the applicable warranty period stated below, GE warrants that Hardware sold will be free from material defects in material and workmanship and will materially conform to any specifications agreed to by the Parties in writing. If any failure to meet this warranty appears within applicable warranty period from the date of shipment of the Hardware, and Customer returns such equipment to GE pursuant to GE's applicable repair and replacement policy, GE shall correct any such failure at its option, (i) by repairing any defective or damaged part or parts of the equipment, or (ii) by making available, FCA GE's shipment facility (Incoterms 2010), any necessary repaired or replacement parts. Inbound shipping charges to GE, including associated taxes, duties, tariffs, etc., shall be paid by Customer. Return (outbound) warranty repair shipping charges shall be paid by GE to Customer's destination. GE shall have no warranty obligation for Hardware damage or malfunction caused by accident, abuse, misuse, neglect, or improper repair, storage or handling by Customer or its agents. If in GE's reasonable judgment such repair or replacement of Hardware is not practicable, GE shall offer to refund or credit monies paid by Customer for such Hardware upon a return of such Hardware to GE. The applicable warranty period for sold Hardware is twenty-four (24) months from shipment date, unless otherwise stated in the Order or an appendix hereto.

4.3.2. Hardware Leased. Provided that Customer has paid all amounts due, GE warrants that Hardware leased will be free from material defects in material and workmanship and will materially conform to any specifications agreed to by the Parties in writing during the lease period. If leased Hardware fails to meet this warranty during the lease period, GE shall correct any such failure at its option, (i) by repairing any defective or damaged part or parts of the Hardware, or (ii) by delivering, in accordance with standard delivery protocols, any necessary repaired or replacement parts. If in GE's reasonable judgment such repair or replacement of Hardware is not practicable, GE shall permit Customer to terminate the lease and return such Hardware. In the event GE determines that the

damage to the leased Hardware resulted from accident, abuse, misuse, neglect, or improper repair, storage or handling by Customer or its agents, Customer shall be charged the then applicable list price for the replacement of the Hardware.

4.3.3. **Remanufactured Subassemblies or Parts.** Unless prohibited by law, certain Hardware may contain remanufactured subassemblies or parts which have been cleaned, refinished, inspected, and tested to new-product standards. The warranty for any such product will be as provided in this agreement or any applicable warranty of the third party manufacturer, if applicable.

4.3.4. **Third Party Hardware.** GE warrants Hardware manufactured by third parties including, but not limited to, personal computers, gateways, routers, servers, sensors, edge devices, micro drives, rotary disks, compact flash, cables and accessories, and embedded third party firmware only to the extent that the manufacturer's or third party's warranty allows GE to transfer such warranty to Customer. GE shall pass through to Customer any such warranties. Except to the extent any such manufacturer or third party provides a pass-through warranty, such Hardware is provided "AS IS" without warranty of any kind and the manufacturers and/or third parties disclaim all warranties, whether express or implied, including but not limited to the implied warranties of merchantability, title, non-infringement, or fitness for a particular purpose. The manufacturers or third parties shall not have any liability for special, indirect, punitive, incidental, or consequential damages. Customer's sole remedy for breach of such warranty shall be the remedy offered by and available from the manufacturer or third party, if any. GE shall have no liability, whether in contract, tort, negligence, or otherwise, to Customer with respect to third party Hardware and associated Embedded Software.

The remedies stated in this Section 4.3 are Customer's exclusive remedy, and GE's sole obligation and liability, for any breach of the warranties for Hardware.

5. **SOFTWARE**

5.1. **Scope.** As used herein, the term "software" shall mean certain computer software and related documentation described in an Order, that is provided to Customer by digital download or on physical media for Customer's installation on Customer's computers, including any updates or upgrades provided by GE in connection with Support Services. As used herein, the term "Software" excludes any software hosted by or on behalf of GE and provided as a service.

5.2. **Licenses.** Subject to Customer's payment of all applicable fees and compliance with this Agreement, GE grants to Customer a limited, non-transferable, nonexclusive license, for the license period specified in the applicable Order, to use the Software provided pursuant to an Order for Customer's internal business use. Customer must comply with any license scope or usage limitations (such as named user, concurrent user, processor, server, site, facility, or asset based limitations) described on the applicable Order. Customer shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or commercially exploit the Software, or make the Software available to any third party, other than as expressly permitted by this Agreement.

5.3. **Separately Licensed Software.** Some Software may be supplied to Customer under a separate license agreement, including Open Source Software ("Third Party Software"). Customer's use of such Third Party Software will be governed by such separate license agreements. GE shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to such Third Party Software.

5.4. **Customer Responsibilities.** Unless otherwise specified in an Order, Customer shall be solely responsible for:

- a) properly installing, configuring, and using the Software in accordance with applicable documentation,
- b) providing any hardware, equipment, and physical infrastructure necessary to run the Software,
- c) providing any third party software not included in the Software,
- d) maintaining the security, privacy, and backup of Customer Content,
- e) compliance with applicable laws related to the use, storage, or processing of Customer Content,
- f) the proper operation, control, and maintenance of Customer equipment monitored by the Software, and
- g) applying patches, bug fixes, upgrades, and updates of the Software or third party software.

5.5. GE Software Warranty. GE warrants that as of the date of delivery by GE, Software will materially conform with the written product documentation supplied with the Software. If within ninety (90) days of the date of delivery it is shown that the Software does not meet this warranty, GE shall, at its option, either correct the defect or error in the Software, free of charge, or make available to Customer satisfactory substitute software, or, if none of the foregoing is reasonably practicable, offer to return to Customer all payments made as license fees therefor after Customer certifies that it has returned or deleted all copies of the Software in its possession. The remedy provided in this Section shall be Customer's exclusive remedy, and GE's sole obligation and liability, for any breach by GE of the foregoing warranty.

5.6. DISCLAIMERS. WITHOUT LIMITING THE DISCLAIMERS IN SECTION 9.2, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT: (I) SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR WILL MEET CUSTOMER'S SPECIFIC NEEDS; (II) SOFTWARE WILL DETECT ANY PARTICULAR FAILURE, FAULT, OR CONDITION, OR PROVIDE ANY PARTICULAR DEGREE OF ADVANCE WARNING OF AN IMPENDING FAILURE, FAULT OR CONDITION OF THE CUSTOMER EQUIPMENT; OR (III) CYBERSECURITY SOFTWARE WILL PROVIDE COMPLETE OR COMPREHENSIVE PROTECTION AGAINST ALL POSSIBLE SECURITY VULNERABILITIES OR UNAUTHORIZED INTRUSIONS.

5.7. Delivery. Unless otherwise specified in an Order, Software will be made available for electronic download by Customer. GE shall be deemed to have delivered Software when GE makes the Software available for download by Customer. If an Order specifies that Software is to be delivered to Customer on physical media, then delivery of physical media will be made FCA GE's facility (Incoterms 2010). No title to the Software shall be transferred.

5.8. Return or Destruction. Upon the expiration of Customer's license, or its earlier termination in accordance with this Agreement, Customer shall certify, at GE's written request, the deletion or return of all copies of Software in Customer's possession.

6. PROFESSIONAL SERVICES.

6.1. Services. GE shall provide Customer with the professional services ("Professional Services") set out in an Order that describes the scope of services, functionality, fees, deliverables, milestones, and estimated delivery dates, and other requirements thereof ("Statement of Work" or "SOW"). All material changes to any Statement of Work shall be effective only if set forth in a fully executed change order (each a "Change Order").

6.2. Fees and Expenses. In addition to the fees stated in the Statement of Work, Customer shall reimburse GE for all reasonable and customary travel, lodging, and other related expenses incurred by GE or its personnel in connection with the performance of Professional Services.

6.3. Deliverables. The deliverables resulting from Professional Services to be provided by GE to Customer will be described in the applicable Statement of Work ("Deliverables"). Acceptance procedures for the Deliverables, if any, shall be stated in the applicable Statement of Work. Otherwise, Deliverables shall be deemed accepted by Customer if GE has not received written notice of material defects or non-conformity within five (5) business days after delivery. No schematics or source code shall be furnished, unless specified in the Statement of Work.

6.4. License. As between the Parties, GE shall retain all rights, title, and interests to any copyright, patent, trademark, trade secret, or other proprietary or intangible rights, that arise from GE's performance of the Professional Services, including any such rights embodied in the Deliverables, except for the following license to Customer: upon full payment by Customer to GE of all applicable fees, GE grants to Customer a limited, non-exclusive, non-transferable license to use the Deliverables for its internal business purposes, which license shall be perpetual and royalty-free unless otherwise stated in the applicable SOW.

6.5. Customer Responsibilities. If Professional Services are to be provided at Customer's site or a third-party site designated by the Customer, Customer shall on an ongoing basis provide GE access to: (i) such site in a clean, lighted, safe, and level condition; (ii) adequate power sources, networks, telephone, and data lines, and other utilities; and (iii) personnel, information, and documentation as reasonably required by GE. Customer shall be responsible to obtain any required permits, approvals, authorizations, or the like to permit GE to perform services at the site. To the extent Customer discloses or makes

available to GE any materials, including Customer Content, Customer represents that it has the full right and authority to disclose such materials to GE for purposes of performing GE's obligations hereunder.

6.6. Professional Services Warranty. GE warrants that Professional Services performed by GE will materially conform to specifications agreed to by the Parties in the Statement of Work and be performed in a manner consistent with standard commercial practices in the industry. If Customer notifies GE of any material breach of this warranty within ninety (90) days from the delivery of the Deliverables, GE shall, at GE's option (i) reperform any defective portion of the Professional Services furnished, or (ii) if reperformance is not practicable, furnish without charge additional Professional Services in an amount essentially equal to those which, in GE's sole judgment, would have been required for reperformance. The Parties agree that the remedy set forth in this Section shall be GE's sole obligation and liability, and Customer's sole remedy, for warranty claims arising from or in connection with Professional Services.

6.7. Disclaimers. WITHOUT LIMITING SECTION 9.2, IF PROFESSIONAL SERVICES INCLUDE PROVIDING CUSTOMER WITH ADVICE OR DATA, CUSTOMER ACKNOWLEDGES THAT THE INTERPRETATION OR APPLICATION OF ANY SUCH ADVICE OR DATA DEPENDS ON MANY FACTORS OUTSIDE OF GE'S ABILITY TO CONTROL OR FORESEE, AND THEREFORE, CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR CONFIRMING SUCH ADVICE OR DATA WITH APPROPRIATE TESTING PRIOR TO TAKING ANY ACTION OR DECISION. UNLESS OTHERWISE STATED IN A STATEMENT OF WORK, GE DOES NOT GUARANTEE THAT PROFESSIONAL SERVICES WILL PRODUCE ANY PARTICULAR RESULT OR OUTCOME.

7. DELIVERY.

7.1. General. Unless otherwise agreed by the Parties in writing: (a) GE shall determine the method and routing of all deliveries; (b) delivery dates and times are approximate and based on (i) prompt receipt by GE of all information necessary to permit GE to proceed with work immediately and without interruption, (ii) Customer's compliance with the payment terms, (iii) prompt receipt by GE of all evidence GE may request that any required export or import license, as applicable, is in effect; (c) the prices for the GE Offerings include only GE's usual quality processes, systems, and tests; and (d) partial deliveries shall be permitted.

7.2. Packing. Hardware or tangible media delivered by GE shall be prepared, packed, and shipped by or on behalf of GE in accordance with good commercial practices, unless otherwise agreed by the Parties. A complete packing list shall be enclosed with all shipments. Customer agrees to reimburse GE for any costs for any non-standard packing, marking, or shipping directions requested by Customer.

8. PAYMENT.

8.1. Payment Terms. Except to the extent otherwise specified by GE in writing, invoices for GE Offerings shall be issued pro rata as shipments are made or services performed or made available. If GE consents to delay shipments after completion of any equipment, payment shall become due, title shall pass, and equipment shall be held at Customer's risk and expense as of the date when GE is prepared to make shipment. Unless otherwise agreed in an Order, payment is due net thirty (30) days from the date of invoice. All payments shall be made without set off for claims arising out of other sales by GE. Payment shall be made in the currency quoted.

8.2. Financial Condition. If the financial condition of Customer at any time does not, in the judgment of GE, justify continued performance on the terms of payment previously agreed upon, GE may require full or partial payment in advance or otherwise shall be entitled to terminate any Order or Statement of Work and receive any early termination charges specified therein.

8.3. Late Payments. Customer shall pay a monthly late payment charge computed at the rate of 1.5%, or the maximum interest rate permitted by law, whichever is less, on any past due amount for each calendar month (or fraction thereof) that the payment is overdue, and Customer shall reimburse GE for any and all costs and expenses of GE's collections efforts including reasonable attorney's fees, and costs associated with compromises and judgments arising therefrom. GE retains a security interest and right of possession in the Hardware articles until Customer makes full payment, and Customer agrees to sign documentation at GE's request as reasonably necessary to perfect such interest.

8.4. Sales and Similar Taxes. GE shall be responsible for and shall pay any and all corporate and personal income taxes imposed on GE and its employees by applicable laws ("GE Taxes"). Customer shall be responsible for and shall pay to GE all taxes, duties, fees, and other charges of any nature (including, but not limited to, ad valorem consumption, excise, franchise, gross receipts, import, export, license, property, sales and use, stamp, contract duty / registration fees, storage, transfer, turnover, value-added taxes ("VAT"), Business and Occupation or other similar taxes, and any and all items of deficiency, penalty, addition to tax, interest, or assessment related thereto), imposed by any governmental authority of any country in connection with the execution or performance of the Agreement ("Customer Taxes"), but excluding GE Taxes . All prices are exclusive of Customer Taxes, which may be added by GE to Customer's invoice if applicable, unless Customer provides a direct pay or exemption certificate to GE where permitted by law. If Customer deducts or withholds any GE Taxes from payments owed hereunder, Customer shall provide to GE, within 30 days from payment, the official receipt issued by the competent government authority to which the GE Taxes have been paid, or an alternative document acceptable to the relevant tax authorities. In respect of taxes to be withheld, if any, Customer shall comply with any applicable bilateral conventions against double taxation. The Parties shall reasonably cooperate to claim any available exemptions from tax, fees, or duties that may apply to this Agreement. When Customer arranges the export or intra-European Union ("EU") community shipment, Customer shall provide to GE, free of charge and within 90 days (or, in the case of exports from the U.S., 30 days), evidence (obtained from Customer's forwarder) of exportation or intra EU community shipment. If the laws in the country in which GE performs under this Agreement, or the laws in the country of incorporation of Customer, require the Agreement to be subject to stamp duty, fee, or registration with any local authority, Customer shall be responsible for the required formalities and bear the related costs. Customer shall return to GE a copy of the registration certificate or a registered copy of the Agreement within 10 days from the due date required by said laws to apply for such fee, duty, or registration.

9. REPRESENTATIONS AND WARRANTIES.

9.1. General Conditions of Warranty. The warranties and remedies set forth herein are conditioned upon: proper storage, installation, use, and maintenance of the GE Offering in accordance with the applicable documentation, the proper design, operation, and configuration of the system into which the GE Offering is installed, conformance with any applicable recommendations of GE, and GE's ability to reproduce and observe the claimed defect, and prompt notification to GE of any defects and, as required, promptly making any personnel and computer systems available. Any unauthorized modification to or use of the GE Offerings by Customer will void the warranty.

9.2. Disclaimer of Implied Warranties. EXCEPT FOR THE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, GE AND ITS AFFILIATES AND LICENSORS MAKE NO WARRANTIES, CONDITIONS, OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND GE AND ITS LICENSORS EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, AND FITNESS FOR A PARTICULAR PURPOSE.

9.3. Customer Warranties. Customer represents and warrants that it has all rights and consents necessary to disclose Customer Content to GE and to permit GE to use the Customer Content to perform GE's obligations hereunder.

10. OWNERSHIP.

10.1. Customer Content. As between Customer and GE, Customer retains all rights, title, and interests in and to Customer Content. Except as provided in this Agreement, GE obtains no rights under this Agreement from Customer to any Customer Content.

10.2. Service Data. Customer consents to GE's use of Customer Content to provide the GE Offerings to Customer and to perform GE's obligations under this Agreement. Customer further agrees that GE and its Affiliates may use information derived from Customer Content or generated by the GE Offerings to maintain, protect, create, develop, and improve the GE Offerings and other GE products and services, to the extent permitted by applicable law.

10.3. Reserved Rights. Customer acknowledges that the GE Offerings are protected by the copyright, patent, trade secret, trademark, and/or other intellectual property laws of the United States and other countries. As between GE and

Customer, GE (or its Affiliates and licensors) own and reserve all rights, title, and interests in the GE Offerings, except those rights and licenses expressly granted to Customer by this Agreement.

10.4. Restrictions. Except as expressly authorized by this Agreement, Customer shall not (a) sublicense, copy, distribute, modify, or create derivative works of any GE Offering, except to the extent authorized by GE under separate agreements, (b) reverse engineer, disassemble, or decompile any GE Offering or apply any other process or procedure to derive the source code of the GE Offerings, (c) access or use the GE Offerings in a way intended to avoid incurring fees or to exceed usage limits or quotas, or (d) remove, alter, or obscure any proprietary notices that accompany the GE Offerings; or authorize or assist others to do any of the foregoing.

10.5. Suggestions. If Customer provides GE or its Affiliates with any feedback or suggested improvements to the GE Offerings, then Customer consents to GE's use and implementation of such suggestions, without compensation to Customer, and as between the Parties, GE shall solely own products and services developed by or for GE from such suggestions.

11. CONFIDENTIALITY.

11.1. Non-Disclosure and Non-Use. A Party receiving Confidential Information (the "Receiving Party") shall not directly or indirectly, at any time, without the prior written consent of the Party disclosing such Confidential Information (the "Disclosing Party"), use or disclose the Confidential Information or any part thereof for any use other than necessary for the performance of the Receiving Party's obligations under this Agreement or as otherwise expressly permitted by this Agreement. The Receiving Party shall use reasonable efforts, but not less than those efforts it uses to protect its own information of a similar nature, to avoid disclosure, dissemination, or unauthorized use of the Confidential Information of the Receiving Party.

11.2. Compelled Disclosure. If the Receiving Party is requested by a governmental authority to disclose any Confidential Information, it shall promptly notify the Disclosing Party, to the extent permitted by law, to permit the Disclosing Party to seek a protective order or take other appropriate action, and shall assist in such activities. The Receiving Party shall only disclose that part of the Confidential Information as is required by law to be disclosed and the Receiving Party shall use commercially reasonable efforts to obtain confidential treatment therefor.

11.3. Injunctive Relief. In addition to any other rights and remedies under this Agreement or at law, the Receiving Party acknowledges and agrees that, due to the nature of the Confidential Information, its confidentiality obligations to the Disclosing Party under this Agreement are of a unique character and agrees that any breach of such obligations may result in irreparable and continuing damage to the Disclosing Party for which there may be no adequate remedy in damages and accordingly the Disclosing Party shall be authorized and entitled to seek injunctive or other equitable relief.

12. INDEMNIFICATION.

12.1. By GE. GE shall, at GE's expense, defend or, at GE's option, settle any claim brought against Customer by a third party that any GE Offering infringes any third party's United States patent, copyright, trademark, or trade secret (an "Infringement Claim"), and pay any final judgments awarded by a court of competent jurisdiction or settlements entered into by GE on Customer's behalf. As a condition of GE's obligation, Customer must notify GE promptly of any Infringement Claim in writing, tender to GE sole control and authority over the defense or settlement of such claim, and reasonably cooperate with GE and provide GE with available information in the investigation and defense of such claim. Any effort by Customer to settle an Infringement Claim without GE's involvement and written approval shall void any indemnification obligation hereunder. If use of any GE Offering becomes, or in GE's opinion is likely to become, enjoined or subject to a valid claim of infringement, GE may, at GE's option, (i) procure, at no cost to Customer, the right to use such GE Offering, or (ii) modify the GE Offering or provide a substitute that is non-infringing. If the foregoing is not commercially reasonable, GE may, as applicable: (x) suspend or terminate Customer's subscription to the affected Hosted Service and refund the unexpired portion of the prepaid fees for the suspended or terminated Hosted Services, or (y) terminate Customer's license to the affected Software and refund the pro-rated license fees, or (z) accept a return of the affected Hardware and refund the purchase price, less reasonable depreciation. GE shall have no obligation or liability under this Section for any Infringement Claim to the extent caused by: (a) a modification to the GE Offerings not provided or performed by GE, (b) Customer Content and Customer designs and specifications, (c) the combination of the GE Offerings with other hardware, software, content, or services not provided by GE,

(d) use of an infringing GE Offering after GE has provided a non-infringing alternative, or (e) use of the GE Offerings beyond the scope authorized by this Agreement or contrary to applicable documentation. This Section states GE's sole obligation and exclusive liability, and Customer's sole remedy, for any third party claims of infringement or misappropriation of any intellectual or proprietary right.

12.2. By Customer. Customer shall defend and indemnify GE, GE's Affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) Customer's or any of its Users' use of the GE Offerings, other than an Infringement Claim; (b) the legal status of Customer Content or the combination of Customer Content with other applications, content, or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Customer Content or by the use, development, design, production, advertising, or marketing of Customer Content; (c) a dispute between Customer and any User; or (d) personal injury and/or property damage alleged to be caused by Customer's use of GE Offerings to manage Customer equipment.

13. LIMITATIONS OF LIABILITY.

GE, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, USE, GOODWILL, DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE). CUSTOMER IS SOLELY RESPONSIBLE FOR, AND BEARS ALL RISKS ASSOCIATED WITH THE CONTROL, OPERATION, AND USE OF CUSTOMER EQUIPMENT. EXCEPT TO THE EXTENT DIRECTLY CAUSED BY GE'S NON-COMPLIANCE WITH THE APPLICABLE GE DATA PROTECTION PLANS, GE SHALL HAVE NO LIABILITY ARISING FROM CYBERATTACKS OR UNAUTHORIZED INTRUSIONS. GE, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL NOT BE LIABLE FOR CLAIMS ARISING OUT OF THIS AGREEMENT IN A CUMULATIVE AMOUNT EXCEEDING CUSTOMER'S ACTUAL DIRECT DAMAGES, UP TO THE AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY, AND, IN THE CASE OF HOSTED SERVICES, UP TO THE AMOUNTS PAID BY CUSTOMER IN THE ONE (1) YEAR PERIOD PRECEDING THE CLAIM.

14. TERM AND TERMINATION

14.1. Term. The term of this Agreement will commence on the date that GE executes or accepts the Order governed by this Agreement and will remain in effect until the termination or expiration of such Order and any renewals thereof, as provided herein.

14.2. Automatic Renewal. Except as otherwise stated in the Order, each license or subscription for Software or Hosted Services having a fixed and limited initial term shall be renewed automatically for successive one (1) year renewal terms, unless a Party provides the other Party with written notice of its intent to not renew at least thirty (30) days prior to the end of the initial or successive term.

14.3. Termination.

14.3.1. For Breach. Either Party may terminate this Agreement, or any individual Order or Statement of Work, for a material breach by the other Party, which breach is not cured within thirty (30) days of written notice provided to the breaching Party, or which breach is incapable of being cured.

14.3.2. For Insolvency. A Party may terminate this Agreement upon notice to the other Party if the other Party becomes insolvent, makes an assignment for the benefit of creditors, has a receiver or trustee appointed, or is the subject of a proceeding under bankruptcy or insolvency law that is not dismissed within thirty (30) days of the filing date thereof.

14.3.3. Effect of Termination. The expiration or termination of this Agreement, or of any Order or Statement of Work, shall terminate the licenses granted and services provided thereunder, except as otherwise provided in Section 14.1 or agreed in writing. Upon any termination or expiration of this Agreement, the following Sections

survive: 8 (Payment), 10 (Ownership), 11 (Confidentiality), 12 (Indemnification), 13 (Limitations of Liability), 14 (Term and Termination), and 15 (Miscellaneous).

15. MISCELLANEOUS.

15.1. Performance by GE. GE shall have the right to use subcontractors and Affiliates to perform its obligations under this Agreement, and in such event, GE shall remain responsible to Customer for such obligations.

15.2. Excusable or Delayed Performance. GE shall not be liable for delays or nonperformance due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of Customer, prerequisite work by others, acts of civil or military authority, government priorities, changes in laws or regulations, fires, strikes or other labor disturbances, floods, epidemics, war, terrorism, riot, delays in transportation or car shortages, or inability to obtain or delay in obtaining suitable labor, materials, government permits, or facilities, due to causes beyond its reasonable control. In the event of any such delay, the time of performance shall be extended for a period equal to the time lost because of the delay, or if performance is rendered impossible, GE shall be excused from performance subject to an equitable adjustment to the applicable fees. In the event GE is delayed by conditions caused by Customer or by prerequisite work by other contractors or suppliers of Customer, GE shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

15.3. Independence. GE and Customer are independent contractors, and neither Party, nor any of their respective Affiliates, is an agent, partner, or joint-venturer of the other for any purpose or has the authority to bind the other. Both Parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other Party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other Party's products or services.

15.4. No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

15.5. Trade Compliance. Each Party shall comply with applicable laws that govern the import, export, or re-export of data or materials supplied under this Agreement. Without limiting the foregoing, Customer agrees that it shall not sell, distribute, disclose, release, or otherwise transfer any item or technical data provided under this Agreement to: (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State including, for this Agreement, the countries of Cuba and North Korea (ii) any entity located in, or owned by an entity located in, a "State Sponsor of Terrorism" country, Cuba, or North Korea, (iii) the region of Crimea, or (iv) any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury or any other applicable prohibited party list of the US Government. This clause shall apply regardless of the legality of such a transaction under local law. Except as otherwise agreed in writing between the Parties, each Party shall be responsible for obtaining and maintaining any authorization required for its performance under this Agreement (including the transfer any item or technical data under this Agreement), such as export license, import license, exchange permit or other required government export or import authorization. Each Party shall provide reasonable assistance necessary for the other Party to secure and comply with such authorizations as may be required. Each Party shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed despite commercially reasonable efforts by the Party. Additionally, such delay, denial, revocation or non-renewal shall not constitute a breach of this Agreement. Customer acknowledges that GE may conduct periodic screening of Customer and of its beneficial owners to comply with applicable laws and consents to the foregoing.

15.6. Language. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

15.7. Severability and Interpretation. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect. Any invalid or unenforceable portions shall be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion

shall be severed from this Agreement but the rest of the Agreement shall remain in full force and effect. Section headings are used for convenience only.

15.8. Audit. Customer agrees to permit GE or GE's designated agent, upon reasonable notice to Customer, to audit Customer's books, records, and facilities to verify Customer's compliance with the terms and conditions of this Agreement, including any usage limitations or restrictions applicable to the GE Offerings. If any audit reveals an underpayment by Customer, GE may invoice Customer for such underpayment in accordance with GE's standard policies. Customer agrees to pay such invoice in accordance with the payment terms of this Agreement. GE shall pay for any audits, unless an audit reveals that Customer has underpaid by more than 15% of the fees owed in any 3-month period, in which case, Customer shall reimburse GE for its reasonable audit costs.

15.9. Notices. GE may provide any notice required or permitted to be given to Customer under this Agreement by sending a written notice to the mailing or email address set forth in the Order or otherwise provided by Customer to GE during account registration, as may be updated by Customer from time to time upon written notice to GE. Notices to GE may be provided as follows:

By personal delivery, overnight courier, or U.S. Postal registered or certified mail:

GE Digital
2700 Camino Ramon
Suite 450
San Ramon, CA 94583
Attention: GENERAL COUNSEL

15.10. Assignment. Neither Party may assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party, and any assignment in violation of this provision shall be void. Notwithstanding the foregoing, GE may assign this Agreement, or any of its rights or obligations hereunder, without the necessity for obtaining consent, to any Affiliate of GE. Subject to these requirements, this Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

15.11. Entire Agreement. This Agreement is the entire agreement between Customer and GE regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and GE, whether written or oral, regarding the subject matter of this Agreement.

15.12. Amendments. Any Amendments to this Agreement must be in writing and must be signed by both Parties. No oral agreement, course of dealing, or trade usage shall be deemed to modify this Agreement.

15.13. Waivers. The failure of a Party to enforce any provision of this Agreement shall not constitute a present or future waiver of such provision or limit a Party's right to enforce such provision later. All waivers must be in writing and signed by the Party issuing the waiver.

15.14. Choice of Law. This Agreement shall be governed by the laws of the State of New York, without reference to its conflict of laws provisions. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. All disputes arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. The seat, or legal place, of arbitration shall be New York, New York. The language of arbitration shall be English. The Emergency Arbitrator Provisions shall not apply. The obligations under this Section shall not apply to any claim (including for injunctive relief) by a Party relating to any actual or alleged infringement of its copyright, patent or patent application, trademark, or trade secret, or for any breach of confidentiality hereunder.

15.15. High Risk Uses. Customer acknowledges that the GE Offerings are not designed for real-time control or time-sensitive applications that have the potential to cause death, personal injury, or property damage or that could result in radioactive, chemical, or biological contamination or environmental damage. Customer assumes the entire risk for any such

use and shall defend and indemnify GE and its Affiliates from any liability to third parties resulting therefrom. Customer agrees not to use the GE Offerings for control of any nuclear facility or activity.

15.16. U.S. Government Contracting. If Customer is a U.S. Government entity or procures GE Offerings for or on behalf of a U.S. Government entity, the following provisions apply: (a) Customer agrees that all GE Offerings meet the definition of "commercial-off-the-shelf" (COTS) or "commercial item" as defined in FAR 2.101, and that the subparagraph terms of FAR 52.212-5(e) or FAR 52.244-6 (or, for orders from the U.S. Government, FAR 52.212-5 and FAR 52.212-4 with tailoring to the extent permitted by FAR 12.302 by replacing all paragraphs except those listed in FAR 12.302(b) with these terms and conditions), and (subject to subsection (e) below) DFARS 252.212-7001(c) or DFARS 252.244-7000, whichever are applicable, apply only to the extent applicable to COTS or commercial items and only as appropriate for the dollar value of this order; (b) with regard to any terms related to Buy American Act or Trade Agreements, the country of origin of GE Offerings is unknown unless otherwise specifically stated in writing by GE; (c) Customer agrees that any services offered by GE are exempt from the Service Contract Act of 1965 (FAR 52.222-41); (d) Customer agrees that this sale is not funded, in whole or in part, by the American Recovery and Reinvestment Act unless otherwise set forth in a written agreement of the Parties; (e) GE makes no representations, certifications, or warranties whatsoever with respect to the ability of GE Offerings to satisfy DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals; (f) with regard to DFARS 252.204-7012, Customer agrees that no Unclassified Controlled Technical Information or Covered Defense Information shall be provided to GE, delivered by GE to Customer, or used by GE in the performance of this Agreement; and (g) Customer is solely and exclusively responsible for compliance with any other applicable statutes or regulations governing sales to the U.S. Government, and GE makes no representations, certifications or warranties whatsoever with respect to the ability of GE Offerings or prices to satisfy any such statutes and regulations other than those contained herein.

Appendix A

Product Specific Terms and Conditions

The following terms and conditions apply to specific GE Offerings listed below, in addition to the terms and conditions of the main body of the MPSA. In the event of any conflict between the terms and conditions in this Appendix and the main body of the MPSA, these terms and conditions shall take precedence with respect to the GE Offerings described below.

1. Predix Platform and APM Services (Hosted Services).

1.1. Service Documentation. The Service Documentation for the Predix platform services includes descriptions of services, analytics, and apps, and associated documentation published by GE on the Predix Web site (Predix.io), as may be modified by GE from time to time. The Service Documentation for Asset Performance Management (APM) includes documentation that GE provides for the APM applications and the functionality described on Customer's Order. Customer shall comply with the Predix Acceptable Use Policy found at <https://www.predix.io/legal/acceptable-use-policy> ("Acceptable Use Policy") when uploading, storing, or processing any Customer Content.

1.2. APIs. GE may change, discontinue, or deprecate any application program interface utilized for the Predix platform ("API") from time to time but shall use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for 12 months after the change, discontinuation, or deprecation (except if supporting the previous version would pose a security issue or is rendered impossible or impractical as a result of a legal or technological requirement).

1.3. Data Security. GE shall secure the Predix platform and APM applications hosted on Predix according to the published Data Protection Plan available at <https://www.predix.io/legal/data-protection>, as it may be updated by GE from time to time. Each Party agrees to comply with its respective obligations under the Data Protection Plan. GE may limit or otherwise restrict the ability of third party devices, including gateways, that have not been provided, approved, or certified by GE from accessing or connecting to the Predix Platform or APM applications, if in GE's opinion, such access or connection could pose a security risk or create a security vulnerability to the Hosted Services infrastructure or to other customers.

1.4. Predix Studio. Predix Studio provides an integrated development environment to enable development of custom software code and plugins ("Application Components") designed to run on Predix App Engine. For the term of Customer's subscription to Predix Studio, GE shall provide Customer with hosted access to Predix Studio and Predix App Engine for Customer's internal use only. As between GE and Customer, GE shall solely and exclusively own all modifications or other derivative works of Predix Studio and Predix App Engine and Customer shall retain ownership of any other Customer Content.

1.5. Asset Answers. The Asset Answers service uses data from multiple sources to deliver benchmarks. When you submit your data to us for benchmarking in connection with the Asset Answers service, we will anonymize your data and pool it with other anonymized data to generate benchmarks and analytics delivered to you and other users of our service. By ordering and using this service, you consent to our use of your data in the manner described above.

2. Trial Offerings.

From time to time, GE may offer Customer access to certain GE Offerings that GE designates as "beta," "evaluation," or "trial" on the Predix Web site or in Order documents ("Trial Offerings"). Trial Offerings are provided to Customer free of charge, except as otherwise specified by GE. GE may limit, suspend, or terminate Customer's license or subscription to any portion of the Trial Offerings for any reason, in GE's sole discretion, including, for example, the expiration of the Trial Offerings period, to enforce Trial Offering usage limitations, or to protect GE's services or systems. Any product or service designated "alpha," "beta," or "pre-release" is subject to change without notice, may differ substantially upon commercial release, and may have limited or no Support Services. Trial Offerings have not been fully tested and may contain defects, may lack standard security features, and may be taken offline or become unavailable without notice. Customer acknowledges that Trial Offerings may not meet all the security standards in the Data Protection Plan, and Customer is advised not to process or store any sensitive or confidential information or manage a production environment using Trial Offerings. TRIAL OFFERINGS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND GE HAS NO OBLIGATION OR LIABILITY WITH RESPECT TO TRIAL OFFERINGS.

3. Advisory Intelligence (Hosted Service).

3.1. Internet Advisory Site. As the Parties may agree in an Order, GE shall set up and/or host the internet server site ("Internet Advisory Site") to provide Customer with equipment monitoring services ("Advisory Intelligence Services") using sensor data or other parameter data provided by Customer ("Advisory Source Data"). More specifically, Advisory Intelligence Services comprises estimates of the values of Advisory Source Data, residuals of the estimates and Advisory Source Data, difference alerts statistically indicating that the Advisory Source Data is different from what the proprietary technology expects, and incident messages defined by rules applied to all the above.

3.2. DISCLAIMER. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS IN SECTION 9.2, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ADVISORY INTELLIGENCE SERVICES WILL DETECT ANY PARTICULAR FAILURE, FAULT, OR CONDITION, OR PROVIDE ANY PARTICULAR DEGREE OF ADVANCE WARNING OF AN IMPENDING FAILURE, FAULT, OR CONDITION OF CUSTOMER EQUIPMENT.

4. Gateway Devices (Hardware).

GE has the right to remotely administer any device provided by GE pursuant to an Order for collecting and transmitting machine process data in order to provide a GE Offering ("Gateway Device"). If a Gateway Device is lost, stolen, damaged or destroyed, the Customer may order a replacement unit at the then current list price without extending the term of the Agreement with GE. Except as otherwise stated in an Order, upon termination of the applicable subscription or lease, Customer shall return the Gateway Device in accordance with GE's instructions. If specified in the Order, the Gateway Device may be provided by Customer (and not GE) and therefore shall remain the sole property and responsibility of Customer. GE shall have no warranty or other obligation with respect to Customer-provided Gateway Devices. GE has the right to remotely administer any Gateway Device and apply critical software updates, in coordination with Customer.

5. ThingWorx / PTC (Software).

ThingWorx and PTC Software are licensed only for use in conjunction with, and as part of, the software application package provided by GE and may not be separated from the software application package or used on a standalone basis.

6. Meridium APM (Software).

20.1. Meridium Third Party Components (Software). Some Meridium software add-on modules are licensed to GE by third parties under the condition that GE incorporate certain additional terms and conditions in this Agreement when providing such modules to Customer. These additional terms and conditions are stated in the Meridium Activation Schedule that accompanies the Order, and to the extent that Meridium has licensed such modules to Customer under the applicable Activation Schedule, such additional terms and conditions are deemed to be incorporated herein by reference.

7. Acceleration Plans (Support Services).

7.1. Support Services. GE shall provide the support program and associated level of support as reflected in the applicable Order ("Support Services"). The applicable program, level of service and included or a la carte components that constitute the Support Services are further described in the Acceleration Plans Support & Services Guide and shall be acknowledged by GE (the "Support Confirmation"). Support Services may include various types of Services as described in the Acceleration Plans Support & Services Guide.

7.2. Nature of Support Services. Support Services may be provided independently as a GE Offering or as a required component of another GE Offering. To the extent Support Services are provided as a component part of another GE Offering, the relevant Support Services must be purchased and shall terminate when such GE Offering is terminated or shall be extended to the extent such GE Offering is extended (including any automatic renewals thereof). To the extent Support Services are associated with Software, such Support Services shall automatically terminate in the event the license to the underlying Software is terminated.

7.3. Support Disclaimer. Customer acknowledges that the interpretation or application of key indicators, metrics, information, or advice provided in connection with Support Services depends on many factors outside of GE's ability to control or foresee, and therefore, Customer assumes sole responsibility for appropriate testing and validation prior to taking any action or decision. GE does not and cannot guarantee that every fault condition can be foreseen or detected or that GE will be able to provide any particular amount of advance warning of any impending fault or failure.

7.4. Term, Renewal and Termination.

7.4.1. Support Services Associated with Software. The Support Services subscription term will be as stated on the Confirmation. The subscription term shall be for such initial term and thereafter be renewed automatically for successive one (1) year renewal terms unless a Party provides the other Party with written notice of its intent to not renew at least thirty (30) days prior to the end of the initial or successive term. The renewal rate shall be increased at each renewal to reflect the annually published Consumer Price Index plus one percent (1%) over the prior period. CPI shall mean the U.S. City Average (December to December percent) for ALL Urban Consumers (CPI-U).

7.4.2. Reinstatement Fee. If for any reason, Customer permits the Support Services to lapse, then GE may charge a re-instatement fee as a condition to reactivating such Support Services.

7.4.3. No Right of Refund. Payment for any and all Support Services is required in advance, without right of refund for any reason.

ORDER AUTHORIZING APPROVAL OF JACKSON REDEVELOPMENT AUTHORITY (JRA) EXPENSES (ALL WARDS)

WHEREAS, the Jackson Redevelopment Authority (JRA) is an urban renewal agency created pursuant to Miss. Code Ann. § 43-35-33; and

WHEREAS, pursuant to Section 118-401 of the Code of Ordinances, the City of Jackson delegated to JRA the following powers, duties and responsibilities in accordance with Miss. Code Ann. § 43-35-31:

- (1) The power and authority to establish and construct municipal parking facilities for motor vehicles belonging to members of the general public, and to rent, lease, purchase, or acquire by the power of eminent domain, in any manner now authorized by law for the acquisition of land and property for public purposes, the necessary lands and property for the establishment and construction of such parking facilities and related structures.
- (2) The power and authority to prescribe rules, regulations and rates for the use and operation of such parking facilities.
- (3) The power and authority to fix and pay the compensation of necessary operating personnel.
- (4) The power and authority to rent, sell, convey, transfer, let or lease such facility and related structures or any portion thereof, or any space therein, on such terms and conditions as shall be reasonable.
- (5) The power and authority to lease or sell air rights over and adjacent to such facilities.
- (6) The power and authority to authorize commercial enterprise activities other than the parking of motor vehicles on leased property comprising any part of such parking facilities and related structures; and

WHEREAS, pursuant to Miss. Code Ann. § 43-35-31 upon creation of an urban renewal agency and the delegation of specific duties by the governing body, the urban renewal agency shall be vested with the delegated urban renewal project powers in the same manner as though all such powers were conferred on such agency or authority instead of the municipality; and

WHEREAS, pursuant to Miss. Code Ann. § 43-35-33(c) the powers of an urban renewal agency shall be exercised by the commissioners thereof and an urban renewal agency may employ an executive director, technical experts and such other agents and employees, including its own counsel and legal staff, permanent and temporary, as it may require, and determine their qualifications, duties and compensation; and

WHEREAS, JRA has accrued expenses and submitted detailed invoices in the amounts listed below for technical experts, agents, and its own legal staff:

Legal Services: \$2,432.50
 Insurance Administration Services: \$700.00
 Design Consultant: \$4,995.87
 Termite & Environmental: \$14,529.95

Agenda Item No#29 Agenda Date: February 15, 2022 (C.Martin, Lumumba)
--

S5 Construction LLC: \$350.00.

IT IS THEREFORE ORDERED that Jackson Redevelopment Authority expenses in the amount of \$22,658.32 be authorized and approved. .

By: (Martin, Malembeka)

OFFICE OF THE CITY ATTORNEY
MB

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN DELTA CONSTRUCTOR, INC. v. MISSISSIPPI BAPTIST MEDICAL CENTER, INC. AND THE CITY OF JACKSON, CAUSE NO. 19-777 IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI

WHEREAS, on January 22, 2020, a Complaint was filed by Delta Constructor, Inc. naming the Mississippi Baptist Medical Center, Inc. and City of Jackson, Mississippi as Defendants, in the Circuit Court of Hinds County, Mississippi, First Judicial District, Cause No. 19-777; and

WHEREAS, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, entry of such Settlement Agreement will not constitute an admission of liability on the part of the City of Jackson; and

WHEREAS, the Office of the City attorney advises that Plaintiff and its counsel are willing accept settlement in a reasonable amount to fully release all claims against the City of Jackson; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Jackson to resolve all issues and claims against all parties and pay said settlement; and

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims in the lawsuit styled "Delta Constructor, Inc. vs. Mississippi Baptist Medical Center, Inc. and the City of Jackson," Cause No. 19-777; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiff and its Counsel, as full and final settlement of this matter.

APPROVED FOR AGENDA:

FINANCE
Budgeted: ___yes___no
LEGAL
CAO
MAYOR'S OFFICE

INITIALS: DATE:

Acct # 001519306414

Agenda Item No#30
Agenda Date: February 15, 2022
(C.Martin, Lumumba)

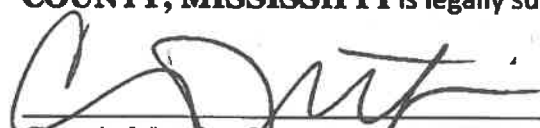
Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
OB

This **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN DELTA CONSTRUCTOR, INC. v. MISSISSIPPI BAPTIST MEDICAL CENTER, INC. AND THE CITY OF JACKSON, CAUSE NO. 19-777 IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Claire Barker, Special Assistant 

2/11/22

DATE

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

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

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

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

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

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

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

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

Agenda Item #
Agenda Date February 15, 2022
(Jackson City Council)

ORDER AMENDING THE COUNCIL MEETING MINUTES FROM JULY 20, 2021 FOR ORDER ESTABLISHING THE ASSESSMENT FOR THE FONDREN BUSINESS IMPROVEMENT DISTRICT.

WHEREAS, on July 20, 2021, the City Council of Jackson, Mississippi approved an Order in accordance with Miss. Code Ann. § 21-43-127(2) establishing the annual assessment for the Fondren Business Improvement District; and

WHEREAS, in researching said Order, it was brought to the attention of the Municipal Clerk that a mistake occurred within the terms provided in the Order; and

WHEREAS, corrections to the July 20, 2021 minutes are needed to adequately reflect the intention of the City Council's vote for the Fondren Business Improvement District; and

WHEREAS, the July 20, 2021 minutes should be amended to reflect the appropriate language as follows:

WHEREAS, an election was held on ~~January 17, 2017~~ October 30, 2018, allowing district property owners to reauthorize the district boundaries, the district plan and the district management agency for a period of 10 years; and

WHEREAS, the results of said election exceeded the sixty-percent affirmative threshold; and

WHEREAS, pursuant to §21-43-123 of the Mississippi Code Annotated, as amended, the City is authorized to levy an assessment and distribute funds to the ~~Management Agency~~ district management group now established as ~~Downtown Jackson Partners~~ Fondren Business Improvement District; and

WHEREAS, this procedure has been followed since 1996 for previous business improvement districts.

IT IS HEREBY ORDERED by the City Council of Jackson, Mississippi, there is levied on all taxable real property in the ~~Downtown Jackson Partners Business Improvement District~~ Fondren Business Improvement District within the corporate limits of the City of Jackson a levy of ~~\$0.11~~ \$0.08 on each square foot of buildings and unimproved real estate for the following properties:

2-8	UMMC MERIDIAN	0228241 <u>0424250</u>	\$33,940.00
47-3-	WBA INVESTMENTS LLC	0046590 <u>0054835</u>	\$4,386.80
47-28-1	TRUSTMARK NATIONAL BANK	0037462 <u>0055498</u>	\$4,439.84
51-151-1	FONDREN HOTEL GROUP LLC	0000000 <u>0010973</u>	\$877.84

IT IS THEREFORE ORDERED that the July 20, 2021 minutes shall be amended to accurately reflect the intentions of the City Council and Fondren Business Improvement District.

Agenda Item No. 32
Agenda Date February 15, 2022
(A. Harris, Lumumba)