



**SPECIAL MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
April 26, 2022
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT
INVOCATION

1. **PASTOR GREGORY L. DIVINITY SR. OF NEW VINEYARD CHURCH**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

INTRODUCTION OF ORDINANCES

2. **ORDINANCE ACCEPTING WATERSTONE SUBDIVISION, PART FOUR AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID SUBDIVISION. (KING, LUMUMBA)**
3. **ORDINANCE AMENDING SECTION 118-401 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI GRANTING AUTHORITY OF JACKSON REDEVELOPMENT AUTHORITY (WRIGHT, MALEMBEKA)**

ADOPTION OF ORDINANCE

4. **ORDINANCE ACCEPTING THE JUNCTION SUBDIVISION AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID SUBDIVISION. (KING, LUMUMBA)**

REGULAR AGENDA

5. **CLAIMS (MALEMBEKA, LUMUMBA)**
6. **PAYROLL (MALEMBEKA, LUMUMBA)**
7. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF KEVIN B. BASS, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
8. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF LILLI EVANS BASS, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
9. **ORDER CONFIRMING THE MAYOR'S NOMINATION OF PEYTON SMITH TO THE JACKSON-HINDS LIBRARY BOARD. (LUMUMBA)**
10. **AMENDED AND RESTATED RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE CITY, AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE**

MISSISSIPPI DEVELOPMENT BANK AND/OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED NINE MILLION DOLLARS (\$9,000,000.00) TO RAISE MONEY FOR THE PURPOSE OF ERECTING MUNICIPAL BUILDINGS AND PURCHASING BUILDINGS OR LAND THEREFOR, AND FOR REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE SAME AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH ERECTING SAID MUNICIPAL BUILDINGS INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR ALL PURUSANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES. (KIDD, LUMUMBA)

- 11. ORDER REVISING THE FISCAL YEAR 2021 BUDGET. (KIDD, LUMUMBA)**
- 12. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE IMPLEMENTATION OF POLICIES & PROCEDURES FOR ACCEPTING ARTWORK & ARTIFACT DONATIONS INTO THE CITY'S PUBLIC ART COLLECTION. (KIDD, LUMUMBA)**
- 13. ORDER RATIFYING THE CONTRACTS FOR PERFORMANCES AND EVENTS AT THALIA MARA HALL. (KIDD, LUMUMBA)**
- 14. ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO ACCEPT TWO CHILD CARE STRONG STABILIZATION GRANTS THROUGH THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES (MDHS) DIVISION OF EARLY CHILDHOOD CARE DEPARTMENT (JONES CENTER & WESTSIDE CENTER). (KIDD, LUMUMBA)**
- 15. ORDER AUTHORIZING THE MAYOR TO ACCEPT THE STRONG SOUTHERN COMMUNITIES INITIATIVE (SSCI) MICRO-GRANT AND EXECUTE A CONTRACTUAL AGREEMENT WITH MS. BELINDA THORNTON, MSW TO PROVIDE EARLY CHILDHOOD INSTRUCTOR COACHING SERVICES. (KIDD, LUMUMBA)**
- 16. ORDER ACCEPTING THE PROPOSAL OF FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE DURATION OF THE CURRENT PLAN YEAR COMMENCING MAY 1, 2022 AND ENDING DECEMBER 31, 2022 PLAN YEAR AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE. (MARTIN, LUMUMBA)**
- 17. ORDER REVISING FISCAL YEAR 2021-2022 BUDGET FOR THE DEPARTMENT OF MUNICIPAL CLERK. (A. HARRIS, LUMUMBA)**
- 18. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI CREATING THE GREATER BELHAVEN COMMUNITY IMPROVEMENT ASSESSMENT DISTRICT. (A. HARRIS, LUMUMBA)**

19. **ORDER RATIFYING MAYOR'S SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI OFFICE OF HIGHWAY SAFETY FOR AN OCCUPANT PROTECTION GRANT INT HE AMOUNT OF \$408,495.00 AND FURTHER AUTHORIZING ACCEPTANCE OF ANY FUNDS AWARDED FOR THE YEAR 2023. (DAVIS, LUMUMBA)**
20. **ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH EVIDENCE IQ AND THE JACKSON POLICE DEPARTMENT TO PROVIDE BALLISTICS IMAGING. (DAVIS, LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, TO APPLY FOR THE FY2022 COMPETITIVE FUNDING OPPORTUNITY; LOW OR NO EMISSION GRANT PROGRAM IN THE AMOUNT OF \$24,899,120.00, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD TO THE GRANT FUNDS. (HILLMAN, LUMUMBA)**
22. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A STATEMENT OF WORK AND AMENDMENT NO. 4 TO THE MASTER SERVICES AGREEMENT WITH PAYMENTUS CORPORATION, AND RATIFYING AMENDMENT NO. 3. (ALL AWARDS) (KING, LUMUMBA)**
23. **ORDER TERMINATING, CLOSING, AND VACATING A CERTAIN EASEMENT AND ACCEPTING DONATION OF AN EASEMENT. (KING, LUMUMBA)**
24. **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE JH FEWELL WATER TREATMENT PLANT CORROSION CONTROL CHEMICAL FEED SYSTEM PROJECT, DWI-L250008-03. (KING, LUMUMBA)**
25. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-08. (WARDS 1 AND 2) (C.MARTIN, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-11. (WARD 1) (C.MARTIN, LUMUMBA)**
27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-04. (WARD 4) (C.MARTIN, LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-05. (WARDS 3, 5, AND 6) (C.MARTIN, LUMUMBA)**
29. **ORDER AUTHORIZING SETTLEMENT OF A CITY OF JACKSON PROPERTY DAMAGE CLAIM AGAINST W.E. BLAIN & SONS, INC. (C.MARTIN, LUMUMBA)**

30. ORDER AMENDING ORDER AUTHORIZING APPROVAL OF JACKSON REDEVELOPMENT AUTHORITY (JRA) EXPENSES (ALL WARDS). (C. MARTIN, MALEMBEKA)
31. ORDER REVISING THE ORIGINAL APPOINTMENT OF MATTHEW MCLAUGHLIN TO FILL AN UNEXPIRED TERM ON THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD OF COMMISSIONERS. (C.MARTIN, LUMUMBA)
32. ORDER ACCEPTING THE LAST WILL AND TESTAMENT DONATION FROM THE ESTATE OF ROBERT B. CHILDERS, IN THE AMOUNT OF SIXTY THOUSAND TWO HUNDRED NINETY-SIX DOLLARS (\$60,296.00) FOR THE JACKSON ZOO. (C.MARTIN, LUMUMBA)
33. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF HONORING AND CELEBRATING THE LIFE OF THE LATE REVEREND DR. EMMETT C. BURNS JR. (BANKS)
34. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RECOGNIZING REPRESENTATIVE ALYCE G. CLARK AS AN OUTSTANDING CITIZEN AND UNPARALLELED LEADER. (STOKES)
35. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING MISDEMEANOR HOUSING FUNDING TO OTHER JURISDICTIONS WITH JAIL SPACE TO HOUSE MISDEMEANOR VIOLATORS FOR THE CITY OF JACKSON WITH \$250, 000.00 FROM THE FUND BALANCE. (STOKES)
36. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE ADJUSTMENT OF JACKSON GARBAGE BILLS FOR UNCOLLECTED GARBAGE. (STOKES)
37. ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)
38. ORDER TO OVERRIDE THE APRIL 14, 2022 MAYOR'S VETO ON THE "ORDINANCE AMENDING SECTION 2-76 OF THE JACKSON CODE OF ORDINANCES GOVERNING REVIEW AND APPROVAL OF THE MINUTES OF THE CITY COUNCIL" ON THE DECEMBER 21, 2021 CITY COUNCIL MEETING MINUTES. (JACKSON CITY COUNCIL)
39. ORDER TO OVERRIDE THE APRIL 14, 2022 MAYOR'S VETO ON THE "ORDER DETERMINING THE NEED FOR CONTINUING THE DECLARED LOCAL STATE OF EMERGENCY REGARDING RESIDENTIAL SOLID WASTE COLLECTION (AS AMENDED BY THE JACKSON CITY COUNCIL)" ON THE FEBRUARY 24, 2022 CITY COUNCIL MEETING MINUTES.

DISCUSSION

40. DISCUSSION: LAVERNET ROAD (STOKES)
41. DISCUSSION: RFP NUMBERS (STOKES)
42. DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

**ORDINANCE ACCEPTING WATERSTONE SUBDIVISION, PART FOUR
AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID
SUBDIVISION**

WHEREAS, the Preliminary Plat for the subdivision of Waterstone Subdivision, Part Four was approved by the Site Plan Review Committee on March 24, 2022; and

WHEREAS, the Public Works Department recommends accepting Waterstone Subdivision, Part Four as a subdivision in the City of Jackson.

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

SECTION 1. Waterstone Subdivision, Part Four is hereby accepted.

SECTION 2. The Mayor is authorized to sign the final plat of Waterstone Subdivision, Part Four.

SECTION 3. This Ordinance shall be effective thirty (30) days following its passage and upon its publication.

Introduction to Ordinance
Agenda Item #2
Agenda Date: April 26, 2022
(King, Lumumba)

OFFICE OF THE CITY ATTORNEY
4/26/22

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 24, 2022

DATE


POINTS		COMMENTS	
1.	Brief Description/Purpose	Ordinance accepting Waterstone Subdivision, Part Four and authorizing the Mayor to sign the final plat.	
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, 7	
3.	Who will be affected	Current and Future Property Owners within the Subdivision	
4.	Benefits	Replat of existing lots	
5.	Schedule (beginning date)	Upon approval	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Waterstone neighborhood off of Roxbury Rd (Ward 7)	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works, 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 type="checkbox"/>	N/A	
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ AABE _____ % WAIVER yes _____ no _____ WBE _____ % WAIVER yes _____ no _____ HBE _____ % WAIVER yes _____ no _____ NABE _____ % WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director 

Date: March 24, 2022

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item accepting the Waterstone Subdivision, Part Four and authorizing the Mayor to sign the final plat. Waterstone Subdivision, Part Four is a replat of part of the previously built and platted Waterstone subdivision. It is the recommendation of this office that this item be approved. 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 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
APR 6 2022

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE ACCEPTING WATERSTONE SUBDIVISION, PART FOUR AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID SUBDIVISION** is legally sufficient for placement in NOVUS Agenda.

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

4/6/22

DATE

WATERSTONE SUBDIVISION, PART FOUR

resubdivision of Lots 18, 19, 20, 21 & 22 of Waterstone Subdivision, Part Two (PB 38, PG 10)
 City of Jackson, First Judicial District, Hinds County, Mississippi

CERTAIN PROPERTIES SITUATED IN THE SOUTH HALF OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 1 EAST CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI

MINUTE CERTIFICATE

State of Mississippi
 County of Hinds

I, Colin L. Baird, Professional Land Surveyor, do hereby certify that of the request of Waterstone, Inc., a limited liability corporation, on matter: I have examined and verified the following described land situated in the NE 1/4 of the SW 1/4 of Section 24, T-6-N, R-1-E, City of Jackson, First Judicial District of Hinds County, Mississippi:
 Lot 18, 19, 20, 21 and 22 of Waterstone Subdivision, Part Two as recorded in Plat Book 38, Page 10, in Waterstone Subdivision, Part Two, Hinds County, Mississippi, 2022.
 Witness my hand and seal of office on this the ____ day of _____, 2022.



CERTIFICATE OF CITY'S APPROVAL

By Commission Engineer
 Henry Hubbs

State of Mississippi
 County of Hinds
 Personally appeared before me, the undersigned officer in and for the jurisdiction thereof, the within named (a) H.C. Bailey, Jr., President of Waterstone, Inc., a limited liability corporation, who acknowledged to me that for and on behalf of said corporation he executed the foregoing plat and certificate thereon on the day and year first written herein. He assumed the plat and certificate thereon on the day and year first written herein, after first having been duly authorized by said corporation, as to do and execute the same. I, the undersigned officer, do hereby certify that the plat and certificate thereon are correct and true and that the same were executed by the party and the certificate thereon on the day and year first written herein.
 Done under my hand and seal of office on this the ____ day of _____, 2022.

State of Mississippi
 County of Hinds

I, Colin L. Baird, Professional Land Surveyor, do hereby certify that the plat was prepared and compiled by the Mayor and Council of the City of Jackson, Mississippi, at their meeting on the ____ day of _____, 2022.

Witness my signature on this the ____ day of _____, 2022.

City Engineer
 City Clerk

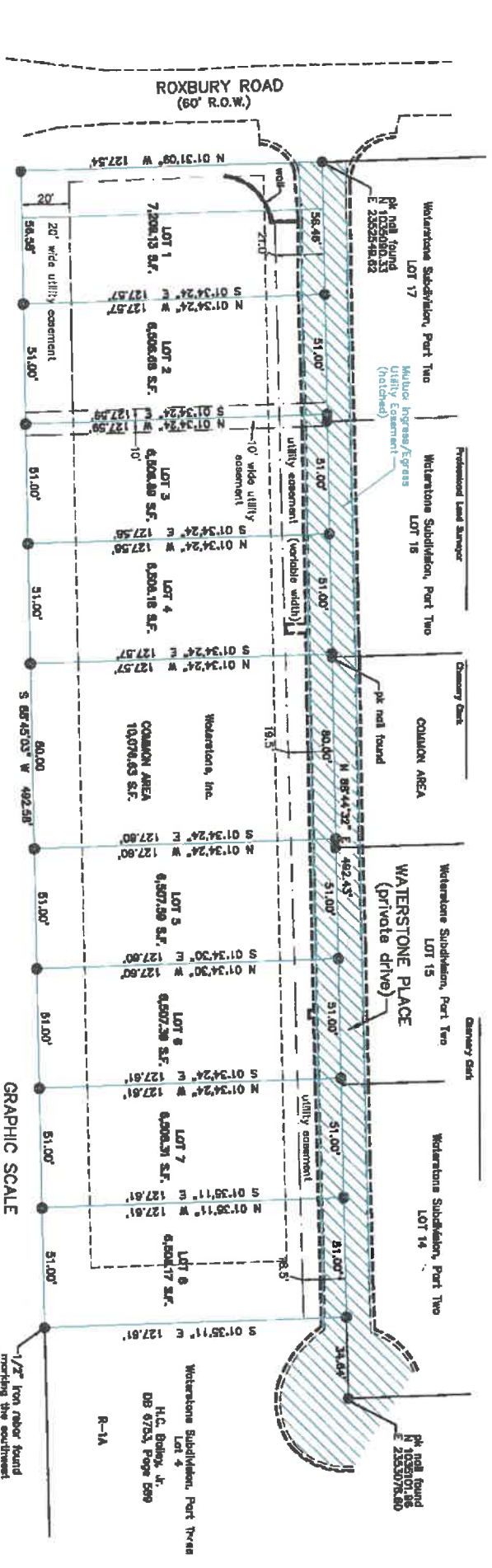
CERTIFICATE OF ENGINE AND RECORDATION

State of Mississippi
 County of Hinds

I, Eddie Jean Orr, Clerk of the County Court in and for said County and State, do hereby certify that the Plat Book of Waterstone Subdivision, Part Two, was filed for record in my office on this the ____ day of _____, 2022. I am the Clerk of the County Court and have examined the same and find that the same are correct and true and that the same were executed by the party and the certificate thereon on the day and year first written herein.
 Done under my hand and seal of office on this the ____ day of _____, 2022.

State of Mississippi
 County of Hinds
 I, H.C. Bailey, Jr., President of Waterstone, Inc., a Mississippi corporation, do hereby certify that Waterstone, Inc. is the owner of the herein described land. I, the undersigned officer, do hereby certify that the herein described land is situated in the NE 1/4 of the SW 1/4 of Section 24, T-6-N, R-1-E, City of Jackson, First Judicial District of Hinds County, Mississippi, and has examined the same as Waterstone Subdivision, Part Two, and hereby accepts the plat of subdivision as the true and correct deed.
 Witness my signature on this the ____ day of _____, 2022.
 Waterstone, Inc.

Done under my hand and seal of office on this the ____ day of _____, 2022.



1/2" iron rebar found
 marking the southwest
 corner of Lot 4, Waterstone
 Subdivision, Part 2



DEPARTMENT OF PLANNING AND DEVELOPMENT
Zoning Division

March 24, 2022

**Mr. Richard Wise
Waterstone, LLC
1022 Highland Colony Parkway
Suite 300
Ridgeland, MS 39157**

**Re: Site Plan Review Committee
Comments and Recommendations
Preliminary Plat #305
Waterstone Subdivision Part 4
Roxbury Rd. approx. 500 ft. south of Meadowbrook Rd.**

Dear Mr. Wise,

As shown on the enclosed Site Plan Clearance Document, your development received clearance on March 24, 2022.

The next step is to contact Mr. Robert Lee, P.E. with the Public Works Department to continue and complete the Subdivision Platting process. Mr. Lee can be reached at rllee@city.jackson.ms.us or (601) 960-1651.

If you have any immediate questions or concerns, please do not hesitate to contact me at (601) 960-2253.

Sincerely,

A handwritten signature in blue ink that reads "Joseph Warnsley".

**Joseph Warnsley
Chairman, Site Plan Review Committee**

Enclosure

**200 South President Street | P.O. Box 17
Jackson, Mississippi 39205-0017**

www.jacksonms.gov



Site Plan Review Clearance Document

Subject to Conditions on: March 24, 2022

Preliminary Plat #305 Waterstone Subdivision Part 4

Applicant:	Waterstone, LLC (H.C. Bailey, Jr.)
Location:	Roxbury Rd. approx. 500 ft. south of Meadowbrook Rd.
Zoning Classification:	R-3 (Townhouse & Zero Lot Line) Residential District
Representatives:	Rick Wise & Colin Baird

<u>Date Received</u>	<u>Department</u>	<u>Signature</u>	<u>Date Approved</u>
<u>3-24-2022</u>	Zoning		<u>3-24-2022</u>
<u>3-24-2022</u>	Landscape		<u>3-24-2022</u>
<u>3-24-2022</u>	Architectural Design		<u>3-24-2022</u>
<u>03/24/2022</u>	Code Services		<u>03/24/2022</u>
<u>3/24/2022</u>	Water & Sewer		<u>3/24/2022</u>
<u>3/24/22</u>	Drainage Eng.		<u>3/24/2022</u>
<u>3/24/22</u>	Traffic Engineering		<u>3/24/22</u>
<u>3/24/22</u>	Fire Department		<u>3/24/22</u>
<u>3-24-22</u>	Signs & License		<u>3-24-22</u>
<u>3/24/22</u>	Flood Control		<u>3/24/22</u>
<u>3/24/22</u>	Subdivision Engineer		<u>3/24/22</u>
<u>3/24/22</u>	Storm Water		<u>3/24/22</u>
<u>3/24/22</u>	F.O.G.		<u>3/24/22</u>
<u>3/24/2022</u>	Legal		<u>3/24/22</u>
<u>3-24-2022</u>	SPRC Chairman		<u>3-24-2022</u>

**This Document For
Internal Use Only**

Note: All comments by committee members to be recorded on attached sheet.

ORDINANCE AMENDING SECTION 118-401 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI GRANTING AUTHORITY OF JACKSON REDEVELOPMENT AUTHORITY

WHEREAS, the Jackson Redevelopment Authority (JRA) is an urban renewal agency created pursuant to Miss. Code Ann. § 43-35-33; and

WHEREAS, Miss. Code Ann. § 43-35-33 has been updated and revised in previous years without changes being made to Section 118-401; and

WHEREAS, there is a need to modify Section 118-401 to conform with Miss. Code Ann. § 43-35-33; and

WHEREAS, Section 118-401 of the Code of Ordinances, should be amended as follows:

There is hereby delegated to the Jackson Redevelopment Authority, created pursuant to MCA 1972, § 43-35-33, the following **rights**, powers, **functions**, duties and responsibilities as authorized by House Bill No. 628, Laws of Mississippi, Regular Legislative Session, 1970:

- (1) The Jackson Redevelopment Authority shall be vested with all of the urban renewal project powers as delineated in Miss. Code Ann. § 43-35-1 et seq. in the same manner as though all such powers were conferred on the Jackson Redevelopment Authority instead of the municipality.
- (2) 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.
- (3) The power and authority to prescribe rules, regulations and rates for the use and operation of such parking facilities.
- (4) The power and authority to fix and pay the compensation of necessary operating personnel.
- (5) 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.
- (6) The power and authority to lease or sell air rights over and adjacent to such facilities.
- (7) 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.
- (8) The power and authority to employ an executive director, technical experts and such other agents and employees, permanent and/or temporary, as required.
- (9) The power and authority to employ or retain its own counsel and legal staff.

The Jackson Redevelopment Authority shall annually submit to the governing body, on

Introduction to Ordinance
Agenda Item #3
Agenda Date: April 26, 2022
(Wright, Malembeka)

or before March 31 of each year, a report of its activities for its preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income and operating expenses as of the end of such fiscal year. At the time of filing the report, the authority shall publish a true and correct copy of such report in a newspaper of general circulation in the community.

THEREFORE, BE IT ORDAINED as follows:

Section 118-401 of the Code of Ordinances, shall be amended as follows:

There is hereby delegated to the Jackson Redevelopment Authority, created pursuant to MCA 1972, § 43-35-33, the following rights, powers, functions, duties and responsibilities as authorized by House Bill No. 628, Laws of Mississippi, Regular Legislative Session, 1970:

- (1) The Jackson Redevelopment Authority shall be vested with all of the urban renewal project powers as delineated in Miss. Code Ann. § 43-35-1 et seq. in the same manner as though all such powers were conferred on the Jackson Redevelopment Authority instead of the municipality.
- (2) 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.
- (3) The power and authority to prescribe rules, regulations and rates for the use and operation of such parking facilities.
- (4) The power and authority to fix and pay the compensation of necessary operating personnel.
- (5) 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.
- (6) The power and authority to lease or sell air rights over and adjacent to such facilities.
- (7) 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.
- (8) The power and authority to employ an executive director, technical experts and such other agents and employees, permanent and/or temporary, as required.
- (9) The power and authority to employ or retain its own counsel and legal staff.

The Jackson Redevelopment Authority shall annually submit to the governing body, on or before March 31 of each year, a report of its activities for its preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income and operating expenses as of the end of such fiscal year. At the time of filing the report, the authority shall publish a true and correct copy of such report in a newspaper of general circulation in the community.

By: (Wright, Malembeka)

**ORDINANCE ACCEPTING THE JUNCTION SUBDIVISION AND
AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID
SUBDIVISION**

OFFICE OF THE CITY ATTORNEY
4/25/22
8272

WHEREAS, the Preliminary Plat for the subdivision of The Junction was approved by the Site Plan Review Committee on December 17 2020; and

WHEREAS, the owners of The Junction shopping center between Target and Home Depot desire to divide the property into lots and common areas; and

WHEREAS, the Public Works Department recommends accepting The Junction subdivision as a subdivision in the City of Jackson.

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

SECTION 1. The Junction subdivision is hereby accepted.

SECTION 2. The Mayor is authorized to sign the final plat of The Junction subdivision.

SECTION 3. This Ordinance shall be effective thirty (30) days following its passage and upon its publication.

Adoption of Ordinance
Agenda Item #4
Agenda Date: April 26, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 24, 2022
DATE


POINTS		COMMENTS					
1.	Brief Description/Purpose	Ordinance accepting The Junction subdivision and authorizing the Mayor to sign the final plat.					
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, 7					
3.	Who will be affected	Current and Future Property Owners within the Subdivision					
4.	Benefits	Platting of the part of the shopping center between Target and Home Depot excluding the Olive Garden and Red Lobster outparcels					
5.	Schedule (beginning date)	Upon approval					
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	The Junction Shopping Center, I-55 at County Line Rd (Ward 2)					
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works, 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 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: March 24, 2022

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item accepting The Junction subdivision and authorizing the Mayor to sign the final plat. The owner of The Junction desires to divide into lots and common areas the portions of the shopping center between Target and Home Depot excluding the Olive Garden and Red Lobster outparcels. It is the recommendation of this office that this item be approved. 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 2770
Jackson, Mississippi 39207-2770
Telephone: (601) 960-1792
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE ACCEPTING THE JUNCTION SUBDIVISION AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID SUBDIVISION** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY

Terry Williamson, *Legal Counsel*

4/8/22
DATE

PLATTED & SURVEYED
 H D LANG AND ASSOCIATES, INC.
 SURVEYORS / LAND SURVEYORS
 4028 NORTH STATE STREET
 JACKSON, MISSISSIPPI
 (601) 362-4998

T JUNCTION
 SITUATED IN THE
 WEST HALF OF THE NORTHEAST QUARTER AND
 THE EAST HALF OF THE NORTHWEST QUARTER OF
 SECTION 1, TOWNSHIP 6 NORTH, RANGE 1 EAST
 CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI

CERTIFICATE OF OWNERSHIP AND DEDICATION OF OWNER
 STATE OF MISSISSIPPI
 COUNTY OF HINDS

I, Jay D. Stein, a Partner of Cookeville TN Investment Partners, an Indiana Partnership, do hereby certify that said corporation is the Owner of the property shown on the plat and described in the foregoing certificate of Donald L. McDonald, Professional Land Surveyor, and that the same is being dedicated to the City of Jackson, Mississippi, for the purpose of a public use, to-wit: a park, and that the same is being dedicated to the City of Jackson, Mississippi, for the purpose of a public use, to-wit: a park.

Witness my signature this _____ day of _____, 1983, at _____, Mississippi.

By: Jay D. Stein, Partner

CITY APPROVAL AND ACCEPTANCE
 STATE OF MISSISSIPPI
 COUNTY OF JACKSON
 Survey checked on this _____ day of _____, 1983,
 by _____ and approved by the City Engineer for the
 City of Jackson on this _____ day of _____, 1983.

This dedication is herein approved and accepted and all improvements contained therein to be dedicated to the City of Jackson are hereby accepted for the City of Jackson on this _____ day of _____, 1983.

City Clerk: Antor Choateh Lumbarda, Mayor

CERTIFICATE OF COMPARISON
 STATE OF MISSISSIPPI
 COUNTY OF HINDS
 We, Alice Babin James, Chancery Court Clerk of said County and Donald L. McDonald, Professional Surveyor, do hereby certify that we have carefully compared the plat of _____ and find it to be a true and correct copy of said map or plat.
 Given under my hand and seal of office on this _____ day of _____, 1983.

Donald L. McDonald, PS #2487 Alice Jean Carr, Chancery Clerk

FILED AND RECORDED
 STATE OF MISSISSIPPI
 COUNTY OF HINDS

I, Eddie Jean Carr, Clerk of the Chancery Court in and for said County and State of Mississippi, do hereby certify that the foregoing plat was filed and was duly recorded in Plat Book _____ of Page _____ and _____ of the records and maps of plots of land in the First Judicial District of Hinds County, Mississippi, given under my hand and seal of office on this _____ day of _____, 1983.

Eddie Jean Carr, Chancery Clerk

ACKNOWLEDGMENT OF SIGNATURES
 STATE OF MISSISSIPPI
 COUNTY OF HINDS

Personally appeared before me, the undersigned authority, in and for the Parish of _____, the within named Jay D. Stein, a Partner of Cookeville TN Investment Partners, an Indiana Partnership, and that he acknowledged to me the execution of the instrument as Owner, and Donald L. McDonald, Professional Land Surveyor, who acknowledged to me that he executed the same as Professional Land Surveyor for the purposes therein contained.

Witness my hand and seal of office on this _____ day of _____, 1983.

Notary Public My Commission Expires: _____

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF KEVIN B. BASS, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the Mayor has appointed Kevin B. Bass, as Municipal Court Judge for the City of Jackson to be effective April 26, 2022; and

WHEREAS, this appointment is made pursuant to Section 21-23-3, Mississippi Code of 1972, as amended, and is now before the City Council for confirmation; and

WHEREAS, the City Council has considered the appointment and a majority of the Council present and voting has determined that the appointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City Council of Jackson, Mississippi, that Kevin B. Bass is appointed as Municipal Court Judge for the City of Jackson, Mississippi.

Agenda Item #7
Agenda Date: April 26, 2022
(Lumumba)

KEVIN B. BASS, ESQ.

106 Sugaloach Cove • Jackson, MS • 39211 • (601) 278-7949 • mrkbbass@gmail.com

QUALIFICATIONS

Mississippi Bar Member; No. 103968

Diligent litigator with experience in the following areas: government, aviation, torts, personal injury, vehicular collision, employment discrimination, wrongful arrest, malicious prosecution, bad faith insurance, product and premises liability, contracts, criminal defense, and prosecution. Innovative in developing case strategies and presenting court arguments. Productive in interactive and demanding environments with the ability to persevere and adapt to the dynamic and strenuous demands of the legal field.

EXPERIENCE

Litigation/Trial Attorney
Walker Group, PC

08/27/14-Present
Jackson, MS

- Prosecute personal injury claims in multiple areas of law from pre-lawsuit/demand phase through trial proceedings including personal injury, premises liability, contract dispute, medical malpractice, bad faith, and civil rights litigation
- Depose personal injury defendants, fact witnesses, law enforcement/investigators, and experts
- Research and interpret rules, regulations, statutes, and legal precedence applicable to each specific area of law and case
- Conduct deposition and trial testimony preparation meetings, and draft deposition and trial testimony preparation documents in materials as to prepare clients and witnesses for depositions and trial testimony
- Walker Group, PC served as General Counsel for the Jackson-Medgar Wiley Evers International Airport and the Jackson Municipal Airport Authority until March 2021. As Attorney with Walker Group, PC my duties were as follows:
 - Advised staff as to solicitations, procurements, bidding procedures, and protests to bid awards regarding construction, consulting, professional, and non-professional services
 - Drafted, reviewed, edited, and negotiated (as directed by the authority) contract agreements for construction, consultant, professional, and non-professional services
 - Drafted, reviewed, and edited policies, procedures, and meeting minutes
 - Research, interpret, and advise authority on compliance with applicable business, aviation, public records, procurement, employment, and contractual laws, regulations, statutes, and policies
 - Defended employment discrimination claims including EEOC hearings and arbitration

Trial Attorney/Assistant District Attorney
11TH Circuit District Attorney Office

10/10/11-2/28/14
Tunica and Coahoma County, MS

- Prosecuted one-third of all felonious criminal cases indicted in Coahoma and Tunica Counties
- Served as lead prosecutor in over twenty-five (25) jury trials, and second (2nd) chair in over twenty-five (25) jury trials
- Drafted pleadings and motion briefs related to each criminal case
- Investigated and analyzed sufficiency of each criminal case and presented cases to Grand Juries
- Negotiated plea agreements and participated in alternative dispute resolution
- Researched legal authorities for trial preparation, hearings, motions, and briefs
- Prepared witnesses for grand jury and trial testimony

- Trained local law enforcement on proper criminal procedure

Legal Intern/Researcher
Law Office of John Keith Perry Jr.

06/01/11-08/30/11
Southaven, MS

- Researched the legal precedent appropriate in each personal injury case assigned
- Advised Attorney Perry on the legal authority concerning a section 1983 claim against a police officer and a city police department for unlawful imprisonment and malicious prosecution
- Drafted memorandums concerning exceptions to Prior Bad Acts Rule 404B and respondent superior liability rules pertaining to the police officer's employer Drafted memorandum on plaintiffs' standard pre-trial motions and typical defenses to pre-trial motions pertaining to medical malpractice trials
- Advised Attorney Perry on the legal authority concerning a section 1983 claim against a police officer and a city police department for unlawful imprisonment and malicious prosecution

Law Clerk
Southern Poverty Law Center

May 05/24/10-07/23/10
New Orleans, Louisiana

- Assisted lead council with class action lawsuit against public school's mistreatment and handcuffing of students.
- Performed extensive research and drafted memorandums on multiple legal issues including: Section 1983 precedent in Louisiana best practices for discipline in schools, class action rulings, corporal punishment laws, intentional torts, Medicaid regulations, and qualified immunity issues.
- Canvassed door-to-door and interviewed community residents to identify percentage of students being mistreated.
- Located and retrieved procedure manuals, school master plans for discipline, as well as children's school discipline and academic records.

EDUCATION

University of Mississippi School of Law
 Juris Doctor
 Oxford, MS • May 2011
 Black Law Student Association Moot Court Team Member
 Jeffery Reynolds' Diversity Essay Competition Scholarship Recipient
 Dean's Leadership Program Council Member of the Year 2010- 2011
 Black Law Students Association Vice President

Jackson State University
 B.B.A. Management
 Jackson, MS • May 2007
Cum Laude

PROFESSIONAL MEMBERSHIPS

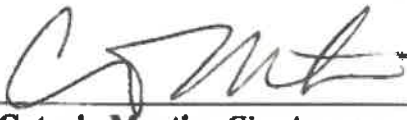
Magnolia Bar Association
 Mississippi Association for Justice
 American Association for Justice
 Jackson Young Lawyers
 Jackson Professional Group

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 CONFIRMING THE MAYOR'S APPOINTMENT OF KEVIN B. BASS, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

4/21/22

DATE

OFFICE OF THE CITY ATTORNEY

**ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF LILLI EVANS BASS, ESQ.
AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI.**

WHEREAS, the Mayor has appointed Lilli Evans Bass, as Municipal Court Judge for the City of Jackson to be effective April 26, 2022; and

WHEREAS, this appointment is made pursuant to Section 21-23-3, Mississippi Code of 1972, as amended, and is now before the City Council for confirmation; and

WHEREAS, the City Council has considered the appointment and a majority of the Council present and voting has determined that the appointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City Council of Jackson, Mississippi, that Lilli Evans Bass is appointed as Municipal Court Judge for the City of Jackson, Mississippi.

Agenda Item #8
Agenda Date: April 26, 2022
(Lumumba)

Lilli Evans Bass

Home: 30 Wimbledon Drive

Jackson, Mississippi 39211

Office: 1755 Lelia Drive (Suite 400)

Jackson, Mississippi 39216

P.O. Box 22969

Jackson, Mississippi 39225

Phone: 601-665-8568

Email: bass@bbjlawyers.com

EXPERIENCE

Partner, Brown Bass & Jeter, PLLC, August 2015-present

Jackson, MS

Practice in the areas of employment law, government and administrative law, professional liability, premises liability, medical negligence, commercial liability, auto liability, general liability, and appellate practice; serve as general and litigation counsel to government entities

Municipal Judge, City of Yazoo City, MS, October 2014-present

Yazoo City, MS

Appointed Municipal Judge for the City of Yazoo City, MS, with jurisdiction over misdemeanor crimes, municipal ordinances and city traffic violations; preside over traffic hearings, misdemeanor initial appearances and trials; preside over initial felony appearances as well as bond hearings and preliminary hearings

Attorney, Currie Johnson Griffin & Myers, P.A., August 2010-July 2015

Jackson, MS

Practice in the areas of employment law, government and administrative law, professional liability, premises liability, medical negligence, commercial liability, auto liability, general liability, and appellate practice; tried multiple cases to verdict in both state and federal courts in areas of employment law, premises liability, commercial liability, professional liability, automobile liability, and medical negligence; represent multiple insurance companies and their insured in numerous areas of Mississippi law; serve as general counsel to government entity; represent government entities and public institutions in areas of general liability, contract law, employment law, public agency law, medical negligence, professional liability, and administrative practices

Judicial Law Clerk, The Honorable George C. Carlson, Jr., Presiding Justice,

Mississippi Supreme Court, August 2008-July 2010

Jackson, MS

Analyze cases on appeal, draft judicial opinions for Justice's review, draft orders, draft legal memoranda, conduct extensive research on numerous areas of law, study legal precedents, prepare memoranda for recommendations to the Court, and attend oral arguments

Intern, The Honorable S. Allan Alexander, Magistrate Judge, United States District Court for the Northern District of Mississippi, January 2008-May 2008
Oxford, MS

Drafted orders, drafted legal opinions, conducted extensive research, drafted legal memoranda, and attended pre-trial proceedings

Law Clerk, Wyatt, Tarrant & Combs, LLP, Summer 2007
Jackson, MS

Drafted briefs and other pleadings, prepared memoranda, conducted legal research, and attended depositions

Law Clerk, Balch & Bingham, LLP, Summer 2007
Jackson, MS

Drafted briefs and other pleadings, prepared memoranda, conducted legal research, and attended trials

Law Clerk, Mississippi Attorney General's Office, Summer 2006
Jackson, MS

Drafted pleadings, conducted legal research, handled numerous projects in areas of government and administrative law, and participated in administrative board hearings and meetings

EDUCATION

The University of Mississippi School of Law, Oxford, MS

Juris Doctor, May 2008

Honors: *cum laude*; Phi Delta Phi Legal Fraternity; Outstanding Student/*American Jurisprudence* Award for Pretrial Practice; Outstanding Student/*American Jurisprudence* Award for Alternative Dispute Resolution; American Bar Association Representation in Mediation Competition Team; Thurgood Marshall Mock Trial Competition Team; International Negotiation Competition Team; The National Dean's List; The Chancellor's List

Activities: Law Association for Women, Vice President 2007-2008; Public Interest Law Foundation; Black Law Students Association; Law School Student Body Association

Tougaloo College, Tougaloo, MS

Bachelor of Arts, Political Science, June 2005

Honors: *summa cum laude* . Grade Point Average: 3.94/4.00

Activities: Reuben V. Anderson Pre-Law Society; Peer Tutor; Alpha Kappa Alpha Sorority, Incorporated

The University of Southern Mississippi, Hattiesburg, MS

Biological Sciences, August 2002-July 2004

Honors: Presidential Scholar; Honors College

Activities: Honor Student Association; Student Government Association, Student

Senate; Afro-American Student Organization; National Association for the Advancement of Colored People, Political Action Committee Chairman; Alpha Kappa Alpha Sorority, Incorporated

Saint Joseph Catholic High School, Madison, MS

Graduated, May 2002

Honors: Valedictorian; National Achievement Scholar

BAR ADMISSIONS/COURTS

Mississippi, 2008

Mississippi State Courts

United States District Court for the Northern and Southern Districts of Mississippi

United States Court of Appeals for the Fifth Circuit

PROFESSIONAL MEMBERSHIPS

Mississippi Bar Association

American Bar Association

National Bar Association

Magnolia Bar Association (President, 2017-2018)

Mississippi Defense Lawyers Association

Defense Research Institute

Capital Area Bar Association

HONORS AND DISTINCTIONS

Consistently named a Rising Star by Super Lawyers

Selected for inclusion in The Best Lawyers in America for work in Employment Law, Insurance Law, and Litigation – Labor and Employment, 2018-2021

Selected for inclusion in 2020 Women in the Law by The Best Lawyers in America, 2020

Awarded the Women's Leadership Award by the Empowering Progressive Women's Association, 2019

Named one of Mississippi's Top Entrepreneurs by Mississippi Business Journal, 2018

Named one of Mississippi's 50 Leading Business Women by Mississippi Business Journal, 2016

Named as Top 50 under 40 Outstanding Business Leaders by Mississippi Business Journal, 2015

Named as Top Lawyers in Mississippi by the Legal Network, 2013

References Available Upon Request

Office of the City Attorney

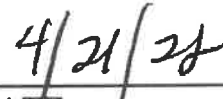
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF LILLIEVANS BASS, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*



DATE

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

ORDER CONFIRMING THE MAYOR'S NOMINATION OF PEYTON SMITH TO THE JACKSON-HINDS LIBRARY BOARD.

WHEREAS, the Library Board consist of seven (7) members, for a term of five (5) years;
and

WHEREAS, Sue Berry's term expired on February 7, 2022; thereby leaving a vacancy;
and

WHEREAS, Peyton Smith, resident of Ward 7, after evaluation of his qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS THEREFORE ORDERED that the Mayor's appointment of Peyton Smith to the Jackson-Hinds Library Board be confirmed with said term to expire February 7, 2027.

Agenda Item #9
Agenda Date: April 26, 2022
(Lumumba)

Peyton Smith

Peyton Smith is a Partner at Forman Watkins & Krutz, the largest Jackson-based litigation firm in the State. Peyton obtained an English degree from the University of Mississippi Honors College in 2008, writing his thesis on the relationship between religion and suffering in contemporary Southern literature. Peyton then attended the University of Virginia School of Law. After law school, Peyton moved back to Jackson to serve as judicial law clerk for Rhesa H. Barksdale on the United States Court of Appeals for the Fifth Circuit. After his clerkship, Peyton began working at Forman Watkins. Peyton is a lifelong Jacksonian, and he has resided in Belhaven since he moved home after law school in 2011. Peyton's wife, Emmaline, is a sixth-grade English teacher and they have two children (Preston (8), Lois (6)). The Smiths frequent the Welty Library downtown and the Willie Morris Library. They are members of Redeemer Church on Northside Drive, and they frequently volunteer with We Will Go Ministries on Farish Street. Peyton also regularly performs pro bono legal work in conjunction with the Mississippi Center for Justice, typically involving immigration and asylum work.

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 CONFIRMING THE MAYOR'S APPOINTMENT OF PEYTON SMITH, TO THE JACKSON-HINDS LIBRARY BOARD is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

4/21/22
DATE

OFFICE OF THE CITY ATTORNEY

AMENDED AND RESTATED RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE CITY, AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK AND/OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED NINE MILLION DOLLARS (\$9,000,000) TO RAISE MONEY FOR THE PURPOSE OF ERECTING MUNICIPAL BUILDINGS AND PURCHASING BUILDINGS OR LAND THEREFOR, AND FOR REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE SAME AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH ERECTING SAID MUNICIPAL BUILDINGS INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR ALL PURUSANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (the "**Governing Body**"), acting for and on behalf of the City of Jackson, Mississippi (the "**City**"), is authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**City Bond Act**"), to issue general obligation bonds for the purposes set forth therein, including, but not limited to erecting municipal buildings and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same and for other authorized purposes in connection with erecting said municipal buildings including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities, and purchasing land therefor and for other authorized purposes under the City Bond Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**" and together with the City Bond Act, the "**Act**"), including funding capitalized interest, if applicable and paying the costs of borrowing (all together the "**Project**"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under the Act and other applicable laws of the State of Mississippi (the "**State**"), to (a) issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the "**Bank**") to finance the costs of the Project, and/or (b) enter into a loan or loans with the Bank to borrow money to finance the costs of the Project; and

Agenda Item #10 Agenda Date: April 26, 2022 (Kidd, Lumumba)

WHEREAS, the Project is in accordance with and in furtherance of the provisions of the Act; and

WHEREAS, the Governing Body declared its initial intent on behalf of the Project pursuant to a prior intent resolution (the "**Prior Intent Resolution**") adopted on August 3, 2021 and amends and restates the Prior Intent Resolution by and through this amended and restated intent resolution (the "**Amended and Restated Intent Resolution**"). Pursuant to this Amended and Restated Intent Resolution, the Governing Body is authorized pursuant to the City Bond Act and/or the Bank Act to provide funding for the costs of the Project either through the issuance of (a) general obligation bonds of the City, in one or more series, pursuant to the City Bond Act in a total aggregate principal amount of not to exceed Nine Million Dollars (\$9,000,000) (the "**Bonds**"), (b) a general obligation bond of the City to be sold to the Bank, in one or more series, in a total aggregate principal amount of not to exceed Nine Million Dollars (\$9,000,000) (the "**City Bond**"), and/or (c) by entering into a loan or loans with the Bank to borrow money from the Bank in a total principal amount not to exceed Nine Million Dollars (\$9,000,000) (the "**Loan**"); and

WHEREAS, as of April 1, 2022, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, was \$1,284,982,350, and the City had outstanding bonded and floating indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act, as amended, in the amount of \$105,410,000, and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in the amount of \$105,410,000; and

WHEREAS, the Bonds, the City Bond and/or the Loan, when added to the outstanding bonded indebtedness of the City, including any indebtedness of the City issued subsequent to the adoption of this resolution but prior to the issuance of the Bonds or the City Bond or entering into the Loan, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of all taxable property within the City, will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in excess of twenty percent (20%) of the assessed value of all taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City; and

WHEREAS, there has been no increase in said bonded and floating general obligation indebtedness of the City since April 1, 2022; and

WHEREAS, it would be in the best interest of the City for the Governing Body to provide funding for the costs of the Project by borrowing money through the issuance of the Bonds or the City Bond and/or by entering into the Loan; all in accordance with the City Bond Act and/or the Bank Act; and

WHEREAS, the City reasonably expects that it will incur expenditures in connection with the Project for which the City intends to reimburse itself with the proceeds of the Bonds, the City Bond or the Loan. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds, the City Bond or the Loan in anticipation of the issuance of the Bonds, the City Bond or the Loan is made pursuant to Department of Treasury Regulations Section 1.150-2 (the "**Reimbursement Regulations**") and is effective as of the date of the adoption of the Prior Intent Resolution. The Project for which such expenditures are made is the same as described herein. The maximum principal amount of debt expected to be issued for the Project is the amount herein set forth;

WHEREAS, the Governing Body is authorized and empowered by the City Bond Act and/or the Bank Act employ Butler Snow LLP to serve as Bond Counsel to the City in connection with the issuance of the Bonds or the City Bond or in connection with entering into the above-described Loan for the purposes set forth herein.

WHEREAS, the Governing Body is authorized and empowered by the City Bond Act and/or the Bank Act to issue the Bonds or the City Bond or to enter into the Loan for the purposes herein set forth and there are no other available funds on hand or available from regular sources of income for such purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body, acting for and on behalf of the City, hereby declares its intention to (a) issue and sell the Bonds, and/or the City Bond to the Bank, in one or more series, in the total principal amount not to exceed Nine Million Dollars (\$9,000,000), and/or (b) enter into the Loan with the Bank to borrow money from the Bank, all in total principal amount not to exceed Nine Million Dollars (\$9,000,000).

SECTION 2. The Bonds and/or the City Bond will be issued and/or the Loan will be entered into to raise money for the purpose of financing the Project, as authorized by the City Bond Act and the Bank Act.

SECTION 3. The Bonds or the City Bond may be issued in one or more series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City. The Loan will be payable from available revenues of the City and will not constitute an indebtedness of the City within the meaning of any constitutional or statutory restrictions, limitations, or provisions, and the taxing power of the City will not be pledged to the payment of the Loan.

SECTION 4. The Governing Body proposes to direct the issuance of all or any portion of the Bonds or the City Bond or to authorize the Loan in the amount and for the purposes and

secured as aforesaid at a meeting of the Governing Body to be held at its usual meeting place located at the City Hall in the City, located at 219 S. President, Jackson, Mississippi 39201, at the hour of 10:00 o'clock a.m. on June 7, 2022, or at some meeting or meetings subsequent thereto; provided, however, that if ten percent (10%) or Fifteen Hundred (1500), whichever is less, of the qualified electors of the City shall file a written protest with the City Clerk of the City (the "**City Clerk**") against the issuance of the Bonds or the City Bond or the authorization of the Loan on or before 10:00 o'clock a.m. on June 7, 2022, then the Bonds or the City Bond shall not be issued or the Loan shall not be entered into unless approved at an election on the question thereof called and held as is provided by law; provided, further that if no protest is filed, then the Bonds or the City Bond may be issued and sold in one or more series or the City may enter into the Loan without an election on the question of the issuance thereof at any time within a period of two (2) years after June 7, 2022.

SECTION 5. In full compliance with the City Bond Act, the City Clerk is hereby directed to publish a copy of this resolution once a week for at least three (3) consecutive weeks in *The Mississippi Link* and/or *The Clarion Ledger*, both newspapers published in and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, with the first publication being not less than twenty-one (21) days prior to the date set forth in Section 4 of this resolution, and the last publication being made not more than seven (7) days prior to such date.

SECTION 6. The City Clerk of the Governing Body shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and the required notice and have the same before the Governing Body on the date and hour specified in Section 4 hereof.

SECTION 7. Through its Prior Intent Resolution, the City declared on August 3, 2021 its initial intent to reimburse itself from the proceeds of the Bonds, the City Bond or the Loan for expenses incurred with respect to the Project subsequent to the date of the adoption of the Prior Intent Resolution on August 3, 2021. This declaration of intent to reimburse expenditures made prior to the issuance of the Bonds, the City Bond and/or the Loan in anticipation of the issuance of the Bonds, the City Bond and/or the Loan is made pursuant to the Reimbursement Regulations and is effective as of the date of the Prior Intent Resolution. The Project for which such expenditures are made is the same as described herein. The Bonds, the City Bond or the Loan will not exceed the aggregate principal amount of Nine Million Dollars (\$9,000,000).

SECTION 8. Butler Snow LLP is hereby engaged to serve as Bond Counsel to the City in connection with the issuance of the Bonds or the City Bond or in connection with entering into the above-described Loan for the purposes set forth herein.

SECTION 9. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

APPROVED BY:

PRESIDENT OF THE CITY COUNCIL

MAYOR

ATTEST:

CITY CLERK

(SEAL)

ORDER REVISING THE FISCAL YEAR 2021 BUDGET

WHEREAS, The City of Jackson is in the midst of celebrating its 200th year and the Department of Human and Cultural Services – Cultural Services Division is leading celebration efforts; and

WHEREAS, the Bicentennial “Homecoming” Celebration is a 13-month long celebration that kicked off with Capital City Lights in December 2021 and will continue throughout the year focused on the citizens of Jackson telling their stories and honoring their dignity and contributions to our collective community; and

WHEREAS, Visit Jackson has partnered with the City and committed significant support through advertising, promotions and funding; and

WHEREAS, the Fiscal Year 2021 budget of the Department of Human & Cultural Services needs revisions for Phase 1 expenses of the initiative which include support staff, materials for community outreach, marketing and visibility tactics, and a grants pool for community-based programming related to the City’s history, present and future; and

WHEREAS, the following funds will be revised: Account Number 005-50110-6449, 001-43300-6419, 005-50110-6753, and 001-5914.

IT IS, THEREFORE, ORDERED that the Fiscal Year 2021 budget be revised in the amount of \$100,000.00 as follows:

TO/FROM AMOUNT	FUNDS/ACCOUNT NUMBER	
From:	005-50110-6449	\$100,000.00
To:	005-50110-6753	\$100,000.00
AND		
From:	005-50110-6753	\$100,000.00
To:	001-5914	\$100,000.00
From:	001-5914	\$100,000.00
To:	001-43300-6419	\$100,000.00

Agenda Item #11
Agenda Date: April 26, 2022
(Kidd, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

04/11/22

DATE

P O I N T S		C O M M E N T S							
1.	Brief Description/Purpose	Authorizes the Mayor to execute a budget revision to the FISCAL YEAR 2021 HUMAN AND CULTURAL SERVICES budget for Phase 1 of expenses to cover the CITY OF JACKSON BICENTENNIAL in the amount of \$100,000.00.							
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 	Youth & Education, Economic Development, Quality of Life							
3.	Who will be affected	The citizens of Jackson							
4.	Benefits	Will provide support staff to the effort, community grants pool, visibility tactics, and other outreach endeavors to ensure that we incorporate and express the voice of all Jacksonians.							
5.	Schedule (beginning date)	November 29, 2021 – December 31, 2022							
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide							
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Human and Cultural Services							
8.	COST	\$100,000.00							
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Special Programs							
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____	_____	_____
		AABE	_____ %	WAIVER	yes _____	no _____	N/A _____	_____	_____
		WBE	_____ %	WAIVER	yes _____	no _____	N/A _____	_____	_____
		HBE	_____ %	WAIVER	yes _____	no _____	N/A _____	_____	_____
		NABE	_____ %	WAIVER	yes _____	no _____	N/A _____	_____	_____

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

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

DATE: April 11, 2022

SUBJECT: Bicentennial Budget

This order authorizes the City of Jackson, Mississippi to revise the FISCAL YEAR 2021 HUMAN and CULTURAL SERVICES budget for Phase 1 of expenses to cover the CITY OF JACKSON BICENTENNIAL in the amount of \$100,000.00. Costs for this program will include, but are not limited to:

support staffing

community outreach materials

marketing/visibility expenses such as advertising, banners, and collaborations

grants pool for programming related to the City's history, present and future

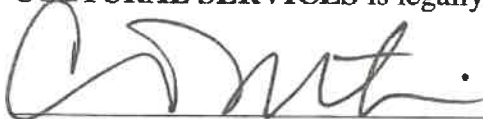
AK/jdl

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER REVISING THE FISCAL YEAR 2021 BUDGET IN HUMAN AND CULTURAL SERVICES** is legally sufficient for placement in NOVUS Agenda.



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

4/20/22
DATE

OFFICE OF THE CITY ATTORNEY
4-19-22
S.M.

OFFICE OF THE CITY ATTORNEY
4/16/2022
VJ

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE IMPLEMENTATION OF
POLICIES & PROCEDURES FOR ACCEPTING ARTWORK & ARTIFACT
DONATIONS INTO THE CITY'S PUBLIC ART COLLECTION**

WHEREAS, the City of Jackson, Mississippi ("City of Jackson") recognizes the importance and value of the arts, their accessibility to the public, and their impact on the quality of life for its citizens and visitors; and

WHEREAS, the Department of Human & Cultural Services seeks to establish methods for the management, care, maintenance, and proper documentation of artwork and artifacts donated to the City of Jackson public art collection as its continued management and care benefits the public; and

WHEREAS, the City of Jackson does not have a current policy for receiving or accepting artwork and artifact donations from donors, artists, and artisans locally and nationally; and

WHEREAS, the Department of Human & Cultural Services shall implement necessary policies, protocols, and procedures for the management, care, maintenance, and proper documentation of artwork, artifacts, and public art in its care through use of an Art & Artifact Donation Policy; and


WHEREAS, the Department of Human & Cultural Services seeks to implement a procedure for accepting artwork and artifact donations through the use of an Art & Artifact Donation Application and Agreement to be utilized for the consideration and acceptance of all artworks and artifacts into the City of Jackson public art collection;

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the implementation and use of necessary policies and procedures for the acceptance of all artworks and artifacts into the City of Jackson public art collection as outlined in Department of Human & Cultural Services Art & Artifact Donation Policy, Art & Artifact Donation Application, and Art & Artifact Donation Agreement.

Agenda Item #12
Agenda Date: April 26, 2022
(Kidd, Lumumba)

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

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

DATE: March 30, 2022

SUBJECT: Human & Cultural Services Art & Artifact Donation Policy and Procedures

This order authorizes the Mayor to approve the implementation of policies and procedures for accepting artwork and artifacts into the City's public art collection. As we seek to expand the City's public art collection, we must implement a structure for the documentation and acceptance of artwork and artifact donations. I have drafted an Art & Artifact Donation Policy, Art & Artifact Donation Application, and Art & Artifact Donation Agreement that will be used for the acceptance of all artworks and artifacts into the its collection.

AK/am


Enclosures


Office of the City Attorney

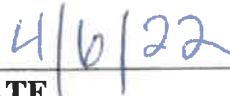
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE IMPLEMENTATION OF POLICIES & PROCEDURES FOR ACCEPTING ARTWORK & ARTIFACT DONATIONS INTO THE CITY'S PUBLIC ART COLLECTION** is legally sufficient for placement in NOVUS Agenda.



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



DATE

OFFICE OF THE CITY ATTORNEY
4/6/22



Department of Human & Cultural Services

ART & ARTIFACT DONATION POLICY

Policies and procedures for artwork & artifact donations, loans, and exhibitions on public property in the City of Jackson.

I. Purpose:

Private individuals, artists, groups, agencies, and corporations occasionally offer works of art and artifacts as donations, gifts, or loans to the City of Jackson to add to the City's public art collection. These gifts and donations are an important part of the City's growing art collection and expression of culture in public spaces. The Department of Human & Cultural Services has established policies and procedures for any unsolicited gifts, donations, or loans for the following purposes:

- Maintain and advance the quality of the public art collection.
- Ensure that artworks are sited to the most suitable locations.
- Establish that there will be funds to protect, maintain, preserve, and conserve works of art and artifacts on public property.
- Evaluate works for quality, safety, durability, and maintainability.

II. Definitions:

Artwork Donations/Gifts/Loans:

- Unrestricted Donation/Gift – The donation of a work of art or artifact to the City of Jackson without any restrictions placed on where it is sited.
- Restricted Donation/Gift – The donation of a site-specific work of art or artifact to the City of Jackson.
- Loan – The loan of a work of art or artifact to the City of Jackson, without restrictions placed on where it is sited. The loan has a defined beginning and ending period for which the artwork or artifact will remain in possession of COJ, and will be returned to its owner on a specified date and time.

Monetary Gift:

Donors may contribute monetary gifts to a Human & Cultural facility of their choice: Smith Robertson Museum & Cultural Center, Municipal Art Gallery, Arts Center of Mississippi, Thalia Mara Hall, or the Planetarium. Tax-deductible monetary donations are deposited to the City of Jackson general fund and require a specific recipient facility. Monetary donations may also be made to the Community Foundation of Mississippi fundraising account associated with the specific facility of choice.

III. Artwork & Artifact Media

Artwork or Artifacts of any media and any size will be considered, including but not limited to: painting, both portable and permanent works; sculpture, including in the round, bas-relief, mobile, kinetic, etc. in any material or combination of materials; other media including prints, drawings, stained glass, photography, clay, wood, plastic, or a combination of materials.

IV. Site

The Arts Center Manager will locate an appropriate site for the accepted and/or approved artwork or artifact to be exhibited, stored, and housed.

V. Installation

The Donor shall be responsible for transportation and delivery of the artwork/artifact for installation. Additional costs associated with installation and maintenance of the artwork shall be discussed and agreed upon in writing between the Arts Center Manager and Donor. City staff will coordinate installation with the Public Works Department and other necessary entities. A plaque identifying the artwork, artist, and donor will be installed near the artwork.

VI. Maintenance

City of Jackson maintains records of all works on City property and oversees their maintenance. However, funds to maintain artworks in the City's collection are limited. Therefore, donors may be required to sign a maintenance agreement or establish a maintenance endowment to ensure that artworks/artifacts can be cared for adequately. Typically, a maintenance fund consists of 10% of the value of the work.

Review Guidelines

Each donation, gift, or loan will be reviewed based on the criteria established below. Even works of art or artifacts in a previous exhibition will be subjected to these criteria. Individuals or groups will be required to submit an application and supporting materials when proposing a donation, gift, or loan of artwork or artifacts in order to ensure that all criteria are addressed.

1. **Artistic Merit/Cultural & Historical Relevance:** Does the artwork or artifact(s) have strong artistic merit or cultural & historical relevance? Criteria include but are not limited to:
 - Outlined explanation of artistic or cultural & historical relevance.
 - Durability and craftsmanship in fabrication.
 - Relationship of artwork/artifact to other works or objects in the City's collection as a whole.
 - Appropriateness of artwork/artifact scale to the proposed site.
 - Appropriateness of artwork/artifact to other aspects of its surroundings, and artist/maker's credentials and recognition.

2. **Site:** What type of site is proposed for the artwork? Siting criteria include but are not limited to:
 - Written evidence that location of artwork/artifact on the proposed site has been approved by the City department charged with oversight of that site.
 - If an artwork/artifact is designated in a neighborhood plan, is the proposed artwork/artifact consistent with the plan recommendations?
 - If the artwork is proposed for a site of regional significance (e.g. a regional park, an arterial route, a major civic building), does its scale and aesthetic quality merit a prominent location?

3. **Relationship to the City's Collection as a whole:** How is the proposed gift compatible or incompatible with the City's public art and artifact collection? Criteria for compatibility include but are not limited to:

- Does the artwork/artifact contribute to the diversity and breadth of the City's collection?
 - Is the artist or maker's work already adequately represented in the City's collection? (i.e. Does the City already have several artworks/artifacts by the artist or similar artifacts in its collection?)
4. **Safety, Maintainability and Feasibility:** Artworks/artifacts on City property must be structurally sound, durable, and resistant to vandalism, weathering, excessive maintenance/repair costs, and should not pose a threat to the safety of the public. Applicant must provide the following information:
- Adjacent/surrounding site conditions, if applicable
 - Dimensions
 - Materials/media
 - Colors
 - Power, plumbing, or other utility requirements, if any
 - Construction/installation method
 - Fabricator/Contractor is qualified to install the work and carries adequate insurance to meet City standards
 - Evidence that the art/artifact will not pose a threat to public safety
- Additional support materials such as text verbally describing the artwork/artifact and specifications, structural and engineering drawings, models or presentation drawings may be requested.

Procedures

1. Proposed donations, gifts, or loans should first be referred to the Arts Center of Mississippi, within the Department of Human & Cultural Services with a completed Artwork & Artifact Donation application. Any questions regarding the application should be referred to the Arts Center Manager.
2. Completed and signed applications and supporting materials, including images, renderings, 2D models of artwork/artifacts should be submitted to the Arts Center Manager and will be reviewed for completion.
3. The Arts Center Manager will review applications and supporting materials according to the criteria outlined above and determine whether they will recommend to accept or reject the application. Conditions to its recommendations for acceptance or rejection of applications may be made.
4. If a specific site is recommended for placement of the donated or loaned artwork/artifact on public property, the Arts Center Manager will review the proposed site. The site will also need to be approved by appropriate City departments (i.e. Parks & Recreation, Public Works, Administration, etc). If a site has not been proposed, the Arts Center Manager will identify an appropriate location for the artwork/artifact to be exhibited and/or housed.
5. If the City chooses to accept an application, the Arts Center Manager will coordinate with the applicant on the donation agreement, timeline, shipping logistics, and installation of the artwork and/or artifact.
 - a. FOR ARTWORKS ONLY – If an artwork has yet to be fabricated, the Arts Center Manager must be kept informed of the creation process with progress updates, timelines for completion, and scheduled studio visits.

- b. **ARTIFACTS** – Deemed to be existing historical or cultural objects and should not require fabrication or a timeline for creative process.
6. After the donation application has been accepted, an Artwork & Artifact Donation Agreement with the City must be executed whereby the specifics of the donation terms and duties of the applicant and City are outlined.
 7. Once the Artwork & Artifact Donation Agreement has been executed and duly enforced by the City Council and Office of the Mayor, the applicant may proceed with coordinating the planning, delivery, and installation of the artwork/artifact donation.
 8. Upon receipt of the artwork/artifact, the Arts Center Manager or designated staff will inspect the object and document its condition and appearance in writing and with documented images. Artist or donor must sign the Condition Report to confirm exchange.



City of Jackson
219 S. President St.
Jackson, MS 39201

ART & ARTIFACT DONATION AGREEMENT

THIS ART & ARTIFACT DONATION AGREEMENT ("Agreement") is made as of the _____ Day of _____, 2021 (the "Effective Date") by and between The City of Jackson (hereinafter the "COJ")

and [ARTIST/DONOR NAME] (hereinafter "Donor")

WHEREAS, the Donor submitted an Art & Artifact Donation Application dated _____ (hereinafter "Application") to COJ, attached hereto as **Attachment A**; and

WHEREAS, the application in Attachment A is specified for:

Donor's Name:

Art/Artifact to be donated:

Artist / Artisan's Name:

WHEREAS, upon recommendation of the **Arts Center of Mississippi**, COJ desires to accept the donation of the Art pursuant to the terms and conditions set forth herein.

NOW THEREFORE, the Parties agree as follows:

1. Description of Art. Donor agrees to donate to COJ [ARTWORK TITLE] (the "Art") as a charitable gift. The Art is described in **Attachment A**, attached hereto and incorporated herein by this reference. Donor agrees to donate the Art to COJ for no compensation now or in the future.
2. Delivery and Installation. Site preparation, delivery, and installation shall be completed as described in **Attachment A**. Donor shall be responsible for any insurance coverage and repairs of any damage to the Art, at Donor's sole expense, until Art is delivered to and accepted by COJ. On the delivery date, COJ shall inspect the Art and provide the Donor with written notice of damages to be repaired prior to COJ's acceptance of the Art, if any. Following any repairs or, if no repairs are necessary, following inspection, COJ will provide Donor with a written notice of acceptance of the Art. Notwithstanding the foregoing, COJ is under no obligation to accept the Art if, in COJ's sole

discretion, it is not in good condition or is not operable; provided, however, that COJ will not exercise this discretion unreasonably.

3. Ownership. Upon the Effective Date, ownership of the Art shall pass to COJ. By entering into this Agreement, the Donor hereby irrevocably assigns, conveys and otherwise transfers to COJ and its respective successors the title to the Art.
4. Artist Rights. If Donor is the creator of the Art, this paragraph 4 shall apply to this Agreement. If Donor is not the creator of the Art, this paragraph shall not apply. Donor represents and warrants that the Art is solely the result of the Donor and creative efforts of the Donor. To the extent the uses, modification, destruction or removal of the Art under the Agreement affect any rights Donor may have under the provisions of federal or state law, including the 1990 Visual Artists' Rights Act under 17 U.S.C. § 106A(a) and §113, the Donor hereby knowingly waives any rights provided by those laws. Notwithstanding the foregoing, the Donor shall retain any and all copyrights and reproduction rights to the Art. In addition, Donor grants to COJ and its assigns an irrevocable license to make two-dimensional reproductions of the Art for non-commercial purposes, including, but not limited to, reproductions used in advertising, brochures, media publicity, and catalogues or other similar publications. COJ is not responsible for any third-party infringement of Donor's copyright or for protecting the intellectual property rights of Donor.
5. Warranties. Donor represents and warrants that (i) the Art is unique and original and does not infringe upon any copyright, except as otherwise disclosed in writing to COJ; (ii) the Art has not been accepted for sale elsewhere; and (iii) the Art is free and clear of any liens from any source whatsoever.
6. Maintenance, Relocation, and Removal. COJ shall give the Art the same care and maintenance as it does comparable City property. Nothing in this Agreement shall preclude any right of COJ in its sole discretion to (i) remove the Art from public display; or (ii) move or relocate the Art to another location selected by COJ for public display. If COJ no longer wishes to own the Art, COJ will make a reasonable effort to contact the Donor or the Donor's heirs to collect the Art. If the Donor or Donor's heirs do not collect the Art in a reasonable amount of time, which shall mean a minimum of ninety (90) days, following COJ's actions to contact Donor or Donor's heirs, then COJ will make a reasonable effort to donate the Art to a local arts or cultural institution. If COJ is unable to find a local arts or cultural institution to accept the Art, COJ shall not be precluded from destroying or otherwise disposing of the Art.
7. Insurance. COJ shall obtain and maintain the types, forms, and coverage(s) of insurance for the Art deemed by COJ to be sufficient to meet or exceed

COJ's minimum statutory and legal obligations arising from ownership of the Art and under this Agreement.

8. Independent Contractor. Donor is not a partner, joint venture, or employee of COJ. Donor is not entitled to workers' compensation benefits under COJ's workers' compensation insurance, and Donor is obligated to pay federal and state income tax on all monies earned under this Contract, if any.
9. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Mississippi, and any legal action concerning the provisions hereof shall be brought in Hinds County, Mississippi.
10. No Waiver. Delays in enforcement of the waiver of any one or more defaults or breaches of this Agreement by COJ shall not constitute a waiver of any of the other terms or obligations of this Agreement.
11. Indemnity. Donor expressly waives the right to sue COJ for damages, any alleged alteration, destruction, or mutilation which arises out of maintenance, repair, restoration, correction of a dangerous condition, or relocation of the Art. To the extent permitted by law, Donor agrees to indemnify, protect, defend, and hold harmless COJ, its City Council, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing defense to any claim, arising from Donor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the donation of the artwork.
12. Integration. This Agreement constitutes the entire agreement between Parties, superseding all prior oral or written communications.
13. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
14. Modification. This Agreement may only be modified upon written agreement signed by both Parties.
15. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon successors, heirs, legal representative, and assigns; provided that this paragraph shall not authorize assignment.
16. Attorney's Fees. If the Donor breaches Agreement, then it shall pay COJ's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

17. Survival. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
18. Force Majeure. Neither the Donor nor COJ shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability of damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.
19. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of COJ and the Donor.
20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

SIGNATURE PAGE FOLLOWS

**THIS AGREEMENT is executed and made effective as provided herein.
CITY OF JACKSON, MS:**

By:

Printed Name:

Title: -

Date of Execution:

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DONOR:

By:

Printed Name:

Date of Execution:

ATTACHMENT A
ART & ARTIFACT DONATION APPLICATION



City of Jackson
219 S. President St.
Jackson, MS 39201

ART & ARTIFACT DONATION APPLICATION

The City of Jackson's Department of Human & Cultural Services will accept permanent donations of artwork and/or artifacts to the City's collection in accordance with the Public Art Policy. Artwork or artifacts in public locations is a vital component of the City of Jackson's quality of life. Through the generosity of individual, group, and corporate donations, we are able to expand the City's collection. Donated artwork or artifacts must be in good condition; damaged or poorly maintained objects will not be considered. COJ is under no obligation to accept a donated artwork or artifact.

Donor Information

Donor's Name:

Address:

City/State/Zip:

Phone Number:

Email:

Art/Artifact to be Donated (please attach photos)

Artist/Artisan Name:

Artist/Artisan Website (if applicable):

Art/Artifact Title:

Media/Materials:

Year Created: _____

Type: _____ Sculpture/3D _____ Wall Hanging

_____ Other:

Dimensions: _____ H _____ W _____ D Estimated Value: \$ _____

Artwork/Artifact Origin (Where did the object come from and who has owned it?)

Description:

Maintenance Requirements/Recommendations:

Site Preparation & Installation Requirements:

Site Request/Recommendation:

Indicate amount of funding donor will contribute for future conservation and repair of the donated art or artifact:

If approved, the Donor and City of Jackson must into a standard donation agreement between both parties outlining the circumstances of the donation.

Printed Name

Date

Donor Signature

Please submit this form along with photos of the art/artifact to:
Alexis McGrigg, Arts Center Manager
Arts Center of Mississippi
255 E Pascagoula St.
Jackson, MS 39201

P: 601-960-1537
E: amcgrigg@jacksonms.gov



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MISSISSIPPI CONSTITUTION ([HTTPS://CODES.FINDLAW.COM/MS/MISSISSIPPI-CONSTITUTION/](https://codes.findlaw.com/ms/mississippi-constitution/)) / ART. 4, § 66

Mississippi Constitution Art. 4, § 66. Law granting donation or gratuity

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No law granting a donation or gratuity in favor of any person or object shall be enacted except by the concurrence of two-thirds of the members elect of each branch of the Legislature, nor by any vote for a sectarian purpose or use.

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Read this complete [Mississippi Constitution Art. 4, § 66. Law granting donation or gratuity on Westlaw](#)
([https://1.next.westlaw.com/Document/I74C7CB700BBF11E8BC6C879BBF979B8D/View/FullText.html?originationContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Default\)\)](https://1.next.westlaw.com/Document/I74C7CB700BBF11E8BC6C879BBF979B8D/View/FullText.html?originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)))

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 - [Why Should We Care About the Ninth Amendment?](#)
(<https://www.findlaw.com/legalblog-of-law/why-should-we-care-about-the-ninth-amendment/>)
 - [Tesla's Elon Musk Accuses SEC of Harassment, Broken Promises, and Chilling Free Speech](#)
(<https://www.findlaw.com/legalblog-of-law/teslas-elon-musk-accuses-sec-of-harassment-broken-promises-and-chilling-free-speech/>)
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OFFICE OF THE CITY ATTORNEY
[Signature]

**ORDER RATIFYING THE CONTRACTS FOR PERFORMANCES
AND EVENTS AT THALIA MARA HALL**

WHEREAS, the City of Jackson, Mississippi (“City of Jackson”) and Thalia Mara Hall are committed to bringing and attracting a diverse offering of live entertainment; and

WHEREAS, the City Council has authorized the Mayor to sign contracts prior to Council approval in order to protect the process of contracts with promoters and complete them in a timely manner; and

WHEREAS, the attached contracts have been executed by the Mayor, and the contracts are used in a standard format for all events; and

WHEREAS, the deposits have been paid for the event by the promoter, and need City Council ratification; and

WHEREAS, the following contracts are for:

<u>Event</u>	<u>Entity</u>	<u>Event Date</u>
2021 – 2022 Season	Mississippi Symphony	2021 – 2022
Ron White	Ardenland	January 15, 2022
Heather McMahan	Outback Presents	May 14, 2022
Graduations	Belhaven College	December 11, 2021
Shen Yun	Southern USA Falun Dafa	February 8, 2022
A Christmas Carol	Ballet Magnificat	December 2021
Match Day Ceremony	UMMC	March 18, 2022
REO Speedwagon	Ardenland	March 19, 2022
Lyle Lovett	Ardenland	March 21, 2022

IT IS HEREBY ORDERED that the above referenced contracts, and the Mayor’s execution of the same are ratified by the City Council for the following: Mississippi Symphony, Ardenland, Outback Presents, Belhaven College, Southern USA Falun Dafa, Ballet Magnificat, UMMC.

Agenda Item #13
Agenda Date: April 26, 2022
(Kidd, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/16/22
DATE

POINTS		COMMENTS				
1.	Brief Description/Purpose	Ratifies the contracts signed by the Mayor for events at Thalia Mara Hall.				
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 	Economic Development and Quality of Life				
3.	Who will be affected	The City of Jackson				
4.	Benefits	The final step in the contract process for Thalia Mara Hall.				
5.	Schedule (beginning date)					
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide				
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Human and Cultural Services				
8.	COST	\$0				
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 					
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A AABE _____ % WAIVER yes ___ no ___ N/A WBE _____ % WAIVER yes ___ no ___ N/A HBE _____ % WAIVER yes ___ no ___ N/A NABE _____ % WAIVER yes ___ no ___ N/A				

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

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

DATE: February 16, 2022

SUBJECT: Ratification of Thalia Mara Hall Contracts

This order ratifies the contracts that have been signed by the Mayor for events at Thalia Mara Hall. They are for the following entities/events:

<u>Event</u>	<u>Entity</u>	<u>Event Date</u>
2021 – 2022 Season	Mississippi Symphony	2021 – 2022
Ron White	Ardenland	January 15, 2022
Heather McMahan	Outback Presents	May 14, 2022
Graduations	Belhaven College	December 11, 2021
Shen Yun	Southern USA Falun Dafa	February 8, 2022
A Christmas Carol	Ballet Magnificat	December 2021
Match Day Ceremony	UMMC	March 18, 2022
REO Speedwagon	Ardenland	March 19, 2022
Lyle Lovett	Ardenland	March 21, 2022

AK/jdl

Enclosures

Office of the City Attorney

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

Harvey Johnson, Jr.,
Mayor of the City of Jackson

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE CONTRACTS FOR PERFORMANCES AND EVENTS AT THALIA MARA HALL** is legally sufficient for placement in NOVUS Agenda.


Catoria Martin, City Attorney

DATE 4/19/22


Carrie Johnson Deputy City Attorney

**THALIA MARA HALL
CITY OF JACKSON MUNICIPAL AUDITORIUM
JACKSON, MISSISSIPPI**

RENTAL CONTRACT

This lease, made and entered this **4th** day of **October, 2021**, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through its Auditorium Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **Mississippi Symphony**
Contact Person: **Richard Hudson**
Address: **201 E. Pascagoula Street
Jackson, MS 39201**
Phone No.: **(601) 960-1565**

hereinafter called the LESSEE:

WITNESSETH, that in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements, LESSOR does hereby devise and lease unto LESSEE and LESSEE does hereby rent and take as LESSEE, The City of Jackson Municipal Auditorium building situated at the corner of Pascagoula and South West Streets in the City of Jackson for the purpose of:

**MISSISSIPPI SYMPHONY:
2021 – 2022 SEASON**

IT IS MUTUALLY AGREED between the parties as follows:

1. RENTAL

BRAVO I: EXQUISITE OPENER

10/4/21	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
10/5/21	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
10/6/21	Dark Day		
10/7/21	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
10/8/21	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
10/9/21	Performance	7:30 p.m. – 11:30 p.m.	<u>700.00</u>
			1500.00

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$1500.00** for the use of lease space.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per ticket.

LESSEE agrees to pay **\$150.00** as the deposit along with the return of the signed agreement, and further agrees to additional payments as follows:

\$1350.00 no later than **October 9, 2021**, and

Restoration fee of \$3.00 per ticket is due at intermission.

POPS I: OSCAR CLASSICS - *Paid* - ~~Restoration fee Paid - 937.40~~

10/14/21	Rehearsal	7:00 p.m. – 9:30 p.m.	200.00
10/15/21	Rehearsal	7:00 p.m. – 9:30 p.m.	200.00
10/16/21	Performance	7:30 p.m. – 11:30 p.m.	<u>700.00</u>
			1100.00

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$1100.00** for the use of lease space.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per ticket.

LESSEE agrees to pay **\$150.00** as the deposit along with the return of the signed agreement, and further agrees to additional payments as follows:

\$950.00 no later than **October 9, 2021**, and

Restoration fee of \$3.00 per ticket is due at intermission.

REHEARSALS - *Paid*

10/19/21	Rehearsal	7:00 p.m. – 9:30 p.m.	200.00
10/24/21	Rehearsal	7:00 p.m. – 9:30 p.m.	<u>200.00</u>
			400.00

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$400.00** for the use of lease space no later than **October 19, 2021**.

JPS CHILDREN'S SHOWS - *Paid*

11/1/21	Children's Show	9:30 a.m. – 12:00 p.m.	200.00
11/2/21	Children's Show	9:30 a.m. – 12:00 p.m.	<u>200.00</u>
			400.00

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$400.00** for the use of lease space no later than **October 19, 2021**.

REHEARSAL - *Paid*

11/4/21	Rehearsal	7:00 p.m. – 9:30 p.m.	<u>200.00</u>
			200.00

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$200.00** for the use of lease space no later than **October 19, 2021**.

BRAVO II: INSPIRED JOURNEYS - *Paid - Restoration Fee Paid 6078.00*

11/8/21	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
11/9/21	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
11/10/21	Dark Day		
11/11/21	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
11/12/21	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
11/13/21	Performance	7:30 p.m. – 11:30 p.m.	<u>700.00</u>
			1500.00

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$1500.00** for the use of lease space.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per ticket.

LESSEE agrees to pay **\$150.00** as the deposit along with the return of the signed agreement, and further agrees to additional payments as follows:

\$1350.00 no later than **October 25, 2021**, and

Restoration fee of \$3.00 per ticket is due at intermission.

BRAVO III: SYMPHONIC SPECTACULAR

1/24/22	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
1/25/22	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
1/26/22	Dark Day		
1/27/22	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
1/28/22	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
1/29/22	Performance	7:30 p.m. – 11:30 p.m.	<u>700.00</u>
			1500.00

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$1500.00** for the use of lease space.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per ticket.

LESSEE agrees to pay **\$150.00** as the deposit along with the return of the signed agreement, and further agrees to additional payments as follows:

\$1350.00 no later than **January 10, 2022**, and

Restoration fee of \$3.00 per ticket is due at intermission.

REHEARSAL

1/30/22	Rehearsal	7:00 p.m. – 9:30 p.m.	<u>200.00</u>
			200.00

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$200.00** for the use of lease space no later than **January 10, 2022**.

POPS II: STAR WARS

2/10/22	Rehearsal	7:00 p.m. – 9:30 p.m.	200.00
2/11/22	Rehearsal	7:00 p.m. – 9:30 p.m.	200.00
2/12/22	Performance	7:30 p.m. – 11:30 p.m.	<u>700.00</u>
			1100.00

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$1100.00** for the use of lease space.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per ticket.

LESSEE agrees to pay **\$150.00** as the deposit along with the return of the signed agreement, and further agrees to additional payments as follows:

\$950.00 no later than **January 27, 2022**, and

Restoration fee of \$3.00 per ticket is due at intermission.

REHEARSAL

2/13/22	Rehearsal	7:00 p.m. – 9:30 p.m.	<u>200.00</u>
			200.00

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$200.00** for the use of lease space no later than **January 27, 2022**.

BRAVO IV: TRUTH AND FLAME

2/28/22	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
3/1/22	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
3/2/22	Dark Day		
3/3/22	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
3/4/22	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
3/5/22	Performance	7:30 p.m. – 11:30 p.m.	<u>700.00</u>
			1500.00

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$1500.00** for the use of lease space.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per ticket.

LESSEE agrees to pay **\$150.00** as the deposit along with the return of the signed agreement, and further agrees to additional payments as follows:

\$1350.00 no later than **February 14, 2022**, and

Restoration fee of \$3.00 per ticket is due at intermission.

BRAVO V: DISTINCTIVELY ALL-AMERICAN

4/4/22	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
4/5/22	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
4/6/22	Dark Day		
4/7/22	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
4/8/22	Rehearsal	7:00 p.m. – 11:00 p.m.	200.00
4/9/22	Performance	7:30 p.m. – 11:30 p.m.	<u>700.00</u>
			1500.00

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$1500.00** for the use of lease space.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per ticket.

LESSEE agrees to pay **\$150.00** as the deposit along with the return of the signed agreement, and further agrees to additional payments as follows:

\$1350.00 no later than **March 21, 2022**, and

Restoration fee of \$3.00 per ticket is due at intermission.

LESSEE AGREES TO MAKE SUCH DEPOSITS AND PAYMENTS BY CERTIFIED CHECK, MONEY ORDER, OR COMPANY CHECK (NOT CONSIDERED A PAYMENT UNTIL VERIFICATION OF FUNDS DURING BANKING BUSINESS HOURS)

LESSEE HEREBY COVENANTS AND AGREES to pay the LESSOR at the office of the Auditorium Manager of the municipal facilities or via certified mail by all applicable deadlines for the use of the said premises in the sum of:

(See each item above) to be paid as follows: **By certified check, money order, or company check (company check not considered a payment until verification of funds during banking business hours), a deposit of one hundred fifty dollars (\$150.00)** on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and **(see each item above)** on or before **one o'clock P.M.** on **(see each item above)**.

To pay such sum or sums by Company Check at the office of the Thalia Mara Hall Manager;

To pay said LESSOR on demand any sum which may be due to said LESSOR for addition services, accommodations or material furnished or lent to said LESSEE, as stated therein;

To cause the said premises to be kept clean and generally cared for during the said term;

To quit and surrender up said premises to the LESSOR at the end of the said term in the same condition as it was at the date of the commencement of this lease, ordinary use and wear expected; and

To abide by and conform with all rules and regulations from time to time adopted or prescribed by the LESSOR for the management of said facilities.

1. ADDITIONAL RENTAL FOR SERVICES, EQUIPMENT, MATERIALS, ETC.

LESSEE HEREBY COVENANTS AND AGREES to pay for all personnel, services, equipment and materials required for the presentation of this event.

LESSEE is required to use the services of IATSE union, booked through the venue Stage Manager.

2. SUBSEQUENT REQUESTS BY LESSEE

LESSEE, over the signature solely of such authorized officer as executes this lease on behalf of LESSEE, may issue additional requests of the LESSOR subject, however, to the discretion and approval of LESSOR, the compliance with or performance of, such request to be at the sole expense of LESSEE.

3. COMPLIMENTARY TICKETS

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, _____ admission tickets for each performance on the premises that is open to the public and trade during the term of this lease.

4. COMPLIANCE WITH LAWS

Said LESSEE shall comply with all laws of the United States and the State of Mississippi, all ordinances of the City of Jackson, Mississippi, and all rules and regulations of the Police and Fire Departments, or other municipal authorities of the City of Jackson, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or regulations. If the attention of said LESSEE is called to any such violation on the part of the LESSEE, or of any person employed by or admitted to said premises by said LESSEE, such LESSEE will immediately desist from and correct such violation.

5. ACCEPTANCE OF SAID PREMISES

LESSEE represents and warrants that it has inspected the leased premises and equipment to the extent LESSEE deems necessary, and that same are in proper condition and adequate for the uses contemplated by LESSEE.

6. VACANCY

If any part of the said premises shall become vacant during the term hereof, LESSOR or its representative may reenter the same by any necessary means without being liable. The LESSOR may, at its option, relet the premises as the agent of the LESSEE and receive the rent. LESSOR will apply the rent and proceeds first to payment of such expenses as may be incurred in reentering and reletting the said premises, and second, to the payment of rent, additional rental or other amounts due LESSOR hereinunder, and the surplus, if any, shall be paid over to the LESSEE. LESSEE covenants and agrees to pay LESSOR, on demand the balance, if any, of the rent herein agreed to be paid remaining after deducting the net rental resulting from such reletting, but nothing herein contained shall be construed as imposing any obligation on LESSOR to so relet or attempt to relet said premises or in any way affect the obligation of LESSEE to pay the full amount of said rental in the event the premises shall be so relet.

7. USE OF REMAINDER OF PREMISES

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

8. CONTROL OF PREMISES

The premises, including the keys thereto, shall at all times be under the sole and exclusive charge and control of LESSOR.

9. UTILITIES

LESSOR agrees to furnish, at its own expense, general lighting from its permanent fixtures and water for normal usage as now installed in the facility, accidents and unavoidable delays excepted.

10. USE OF PREMISES

LESSEE shall indemnify and hold LESSOR harmless from all loss, cost and expense arising out of any liability or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by reason of the use or occupancy of the facilities and premises hereinabove described, whether such use is authorized or not, by any act or omission of LESSEE or any of its officers, agents, employees, guests, patrons, or invitees and also, LESSEE shall pay for any and all damage to the property of LESSOR, or loss or theft of such property, done or caused by such persons.

11. INSURANCE

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE's taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed

operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and THALIA MARA HALL are named as additional insureds.

LESSEE HEREBY additionally agrees that the presence of Police Officers, Fire Officers, Inspectors or Representatives of the City of Jackson shall in no way or manner diminish or affect the duties, obligations, or responsibilities of LESSEE.

12. CONCESSIONS

LESSEE specifically has the right to all concessions, including but not limited to confections, beverages, food, souvenirs, coat checking, programs, parking and taxi cabs. LESSEE, or any artist(s) performing pursuant to the Rental Contract shall be required to deal with LESSOR regarding the selling of souvenir programs, records, tapes or other such items, or the authorized representative of LESSOR which shall be _____. LESSEE shall provide LESSOR not less than five (5) days written notice prior to any performance at which LESSEE plans to vend items for sale, and provide contact information for vendor, along with any and all required documentation.

LESSEE shall not provide, furnish, or arrange for food and/or beverages except as permitted by LESSOR and then only in strict accordance with the catering policies of LESSOR. LESSEE shall not sell or dispense food, drink, or other article without the prior consent of LESSOR. If LESSEE intends to vend food/beverage, LESSEE must provide Certificate of Insurance, in the same manner as described above under "INSURANCE" and obtain at its own expense a Comprehensive General Liability Insurance Policy for Food and Beverage including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL names as additional insured on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

Concessions, including all food and beverage, is strictly forbidden from inside the theatre. If the LESSEE wants to have concessions allowed into the theatre with patrons, LESSEE must have the theatre professionally cleaned after the event, by a contractor that is designated and contracted through the City of Jackson. For events with additional stage clean-up resulting from the expressed (but not limited to) – confetti, liquid substance, or streamers – the designated contractor must be utilized for such cleanup.

13. HAZARDS

LESSEE shall not do nor permit to be done anything in or upon the premises or bring or keep therein or thereon, which in any way increases the conditions of any insurance policy upon the facilities or any part thereof, or in any way increase the rate of fire or public liability insurance upon the facilities or upon property kept therein or in any way conflict with ordinances of the City of Jackson or in any way obstruct or interfere with rights of other tenant's under LESSOR'S control or which would cause injury or annoy such other tenants in any manner.

14. DISASTERS

LESSEE agrees that in the event of a disaster or emergency signal, or imminence of a disaster or emergency of any kind or nature whatsoever, LESSOR shall have the right as it may determine in its sole discretion, to suspend or terminate any performance in progress, to alter the lighting of the premises, to vacate the premises or to take such other action for such duration as LESSOR, in its discretion may deem necessary or appropriate in accordance with federal, state, and municipal emergency laws.

15. FORCE MAJEUR

LESSOR shall be excused from performance of any or all of its obligations hereinunder in the extent and for the time such performance is rendered impossible or impractical due to acts of God, labor unrest, war, riot, civil disturbance, or any other cause beyond the reasonable control of LESSOR.

16. TICKET SALES AND ADMISSION FEES

LESSOR reserves the right to operate the box office at the Thalia Mara Hall on behalf of LESSEE for which service LESSEE shall pay the cost of ticketing services provided by box office management, which is Ticketland. LESSOR reserves the right to have all necessary tickets printed at the expense of and in accordance with instructions of LESSEE. LESSOR will furnish LESSEE with a printers' manifest and will retain possession of the tickets received by it until such time agreed upon for the box office sale to begin, including advance sale of tickets if so desired, and will furnish LESSEE with a complete transcription of ticket sales at time of settlement with LESSEE.

LESSEE is responsible for providing documentation (face of contract or other artifact) that the specified acts for the aforementioned event have been booked for our venue at the time and date listed in this contract. LESSEE will provide such documentation before the event is to go on-sale to the public. If LESSEE does not provide adequate documentation, LESSOR reserves the right to terminate this contract.

17. CANCELLATION

Should LESSEE desire to cancel this Rental Contract, all deposit monies shall become the sole property of LESSOR. LESSEE hereby agrees to reimburse LESSOR for any and all expenses incurred by LESSOR on behalf of LESSEE for such cancellation.

18. CAPACITY, INGRESS, EGRESS, ETC.

LESSEE shall not violate the Municipal Fire Code and/or Ordinance as to the occupancy limit and seating capacity as to said premises so that the persons may safely or freely move about in said rented areas, and the decision of LESSOR in this respect shall be final in accordance with the applicable laws and/or ordinances and regulations.

LESSEE agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by Lessee. Water closets or other water apparatus shall

not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

LESSEE agrees that no chair or moveable seat will be permitted to be or remain in the passageways or aisles, and will keep said passageways clear at all times.

19. SUBSTITUTION OF PERSONALITIES

LESSEE agrees that in the event the performance(s) contemplated under this Rental Contract shall involve the personal appearance of such specific personality, group or attractions, no such substitution for such personality, group or attraction shall be made without the prior written consent within 48 hours to the LESSOR.

20. INFLAMMABLE LIQUIDS, ETC.

LESSEE shall not, without prior written consent of LESSOR, put up, operate, or permit to be put up or operated any engine or motor or machinery on the premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any other agent than electricity for illuminating the premises.

LESSEE shall not use, nor allow to be used, any open flame without the express written consent of LESSOR.

21. ALCOHOLIC BEVERAGES

LESSOR shall allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in accordance with the State of Mississippi and the City of Jackson laws and ordinances. LESSEE shall assume the responsibility of all parties serving alcohol on the premises, must provide the LESSOR with a copy of the required licenses prior to the event, and must have licenses available to present at any time during the term of this contract.

22. DAMAGE TO PROPERTY

LESSEE shall not injure, deface, or cause may in any manner to said premises. LESSEE will not drive or permit to be driven nails, hooks, tacks, or screws into any part of said buildings and will not make, nor allow to be made, any alterations of any kind therein.

LESSEE agrees that if said premises or any portion of said premises, during the term of this lease, shall be damaged by the act, default or negligence of LESSEE'S agents, employees, patrons, guests, or any person admitted to said premises by said LESSEE, LESSEE shall pay to LESSOR upon demand such sum as shall be necessary to restore said premises to their present condition. LESSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said LESSEE or by or with consent of any person acting for or in behalf of said LESSEE.

LESSEE agrees to have on hand at all times a minimum of 4 venue-approved law enforcement officers to maintain order and to protect persons and property. LESSEE shall at all times have sufficient security provisions for the venue.

23. POSTING OF ADVERTISING

LESSEE agrees not to post or exhibit, nor allow to be posted or exhibited, signs, advertisements, showbills, lithographs, posters or cards of any description, inside or in front or on any part of said premises, except upon the regular billboards provided by LESSOR therefore, and will use, post or exhibit only such signs, advertisements, showbills, lithographs, posters, or cards upon said billboards as relate to the performance or exhibit to be presented in said premises.

LESSEE further agrees to take down and remove forthwith all signs, advertisements, showbills, lithographs, posters or cards of any description objected to by LESSOR, or its representative.

24. CUSTODY OF ARTICLES LEFT ON PREMISES

LESSOR shall have the sole right to collect and have custody of articles left on the premises by persons attending any performance, exhibition or entertainment given or held in the premises, and the LESSEE or any person in the employ of LESSEE shall not collect not interfere with the collection or custody of such articles.

LESSOR reserves the right to remove from premises all effects remaining on said premises after time specified at the expense of LESSEE.

25. RADIO AND TELEVISION RIGHTS

LESSEE shall not enter into any agreements for the granting of radio or television rights or both in connection with the staging of any game, performance or event hereinafter without the prior written consent of LESSOR.

26. PUBLIC ADDRESS ANNOUNCEMENTS

LESSOR reserves the right to make public announcements during intermission and at such time which would not unreasonably interfere with LESSEE'S use of said premises, said public announcements to refer to "future attractions" and other such matters as may pertain to the welfare, safety, health or convenience of those attending the performance or which may be deemed necessary or appropriate by LESSOR. LESSEE is specifically prohibited from making public announcements, other than those which pertain to the event or performance itself, without prior written consent of LESSOR. LESSEE agrees to submit all public-address announcements which LESSEE intends to make in writing. LESSEE agrees that it will not make any public announcements, written or oral, relating to events conducted in other stadiums, arenas or buildings in competition with the leased premises, without the prior written consent of LESSOR.

27. ATTORNEY'S FEES

LESSEE agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

28. EXITING VENUE

LESSEE must remove all belongings and completely exit the venue upon the conclusion of event. No overnight lodging or stay is permitted.

29. ASSIGNMENT OF RIGHTS

LESSEE shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LESSOR.

30. WAIVER OF CLAIMS

LESSEE hereby waives all rights under the Constitution and laws of the State of Mississippi or any state to claim personal property exempt as against any liability, debt or obligation arising under this Rental Contract.

LESSEE hereby agrees that any sum due to said LESSOR from said LESSEE for the use of said premises, or any accommodations, services or materials shall be a first lien on the box office receipts of LESSEE.

31. CONTROL OF FUNDS AND RECEIPTS

LESSEE agrees that the LESSOR is acting to accommodate the LESSEE and for the sole benefit of the LESSEE in the handling, control and custody, and keeping receipts and funds, whether the same are received through the box office or otherwise. LESSOR shall be released from any liability pursuant to the Mississippi Tort Claims Act Section 11-46-1 et. al.

32. EXCULPATORY CLAUSE

LESSOR assumes no responsibility whatsoever for any property placed in the premises, and LESSEE hereby releases and discharges LESSOR from any and all liability for any loss, injury, or damage to person or property including death, that may be sustained by reason of occupancy of said premises under this Rental Contract, including but not limited to such loss, injury, damage or death by reason of plumbing, gas, water, steam, sewage, heating, air conditioning, electrical equipment or other related facilities or the malfunction or lack of function thereof or otherwise. LESSEE assumes all risks of damage to and loss by theft or otherwise of fixtures, appliances or other property of LESSEE'S exhibitors, contestants, performers, or those contracting with LESSEE, as well as agents, employees, patrons, guests, or any person admitted to the premises thereof, and LESSOR is expressly released and discharged from any and all liability for such loss. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises of LESSOR, either prior to, during or subsequent to the use of said premises by LESSEE, LESSOR and its officers, agents, and employees are acting solely for the accommodation of LESSEE and shall not be liable for any loss, damage, or injury to or destruction of such property.

33. VENUE

As to this rental contract, the venue for all matters of litigation, collections, mediation, or investigation and any other conflicting matters lies with any proper court of competent jurisdiction in Hinds County, Mississippi.

34. MATTERS NOT COVERED

LESSEE agrees that any matters not herein expressly provided for shall be in the discretion of the LESSOR or its designated authority.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO:

That all terms and conditions of this written Rental Contract shall be binding upon the parties, their heirs and assigns, and cannot be varies or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duty authorized agent or agents who executed this Rental Contract.

IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has causes these present to be signed by its Mayor and the LESSEE has signed the same in triplicate the day and year first written above.

35. COVID-19 PANDEMIC PROVISIONS

The LESSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LESSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

LESSEE agrees to adhere to and uphold all protocol set forth by the most current Executive Order of the City of Jackson regarding the COVID-19 pandemic. LESSEE agrees to adequately notify all its patron of said protocol.

CITY OF JACKSON, MISSISSIPPI
AS LESSOR:

BY:

 CPM 2/14/22

Mayor Chokwe Antar Lumumba
City of Jackson, Mississippi

DATE

WITNESS:

AS LESSEE:

 Richard Tucker 10/5/21

DATE

**THALIA MARA HALL
CITY OF JACKSON MUNICIPAL AUDITORIUM
JACKSON, MISSISSIPPI**

RENTAL CONTRACT

This lease, made and entered this **28th** day of **October, 2021**, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through the Thalia Mara Hall Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **Ardenland**

Contact Person: **Arden Barnett**

Address: **2906 North State Street
Jackson, MS 39216**

Phone No.: **(601) 292-7121**

Email: ardenland@me.com

hereinafter called the LESSEE:

WITNESSETH, that in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements. LESSOR does hereby devise and lease unto LESSEE and LESSEE does hereby rent and take as LESSEE, Thalia Mara Hall situated at the corner of Pascagoula and South West Streets in the City of Jackson for the purpose of the following and for no other purpose whatsoever without the express written consent of the LESSOR:

Ron White

Date and times of occupancy:

Date: **January 15, 2022**

Commencing at: **8:00 p.m.**

Terminating at: **12:00 a.m.**

(Describe Purpose in Detail)

1/15/22	Performance Concessions	8:00 p.m. – 12:00 a.m.	1200.00
			<u>50.00</u>
			1250.00

IT IS MUTUALLY AGREED between the parties as follows:

1. RENTAL

LESSOR HEREBY AGREES to rent the above-named facilities at the base rental of **\$1250.00** for the use of lease space or **10%** of the net-adjusted gross box office receipts (NAGBOR), defined as gross admission receipts less \$3.00 facility fee and any applicable sales tax, with a cap of \$3,000 whichever is greater.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per paid ticket, excluding comp tickets.

LESSEE agrees to pay **\$500.00** with the return of the signed agreement as deposit, and further agrees to additional payments as follows:

\$750.00 no later than **December 30, 2021**, and

Balance of 10% net ticket sales and restoration fee of \$3.00 per ticket is due at intermission.

LESSEE AGREES TO MAKE SUCH DEPOSITS AND PAYMENTS BY CERTIFIED CHECK, MONEY ORDER, OR COMPANY CHECK (NOT CONSIDERED A PAYMENT UNTIL VERIFICATION OF FUNDS DURING BANKING BUSINESS HOURS)

LESSEE HEREBY CONVENANTS AND AGREES to pay the LESSOR at its offices in the said building for the use of the said premises the sum of:

One thousand two hundred fifty dollars (\$1250.00) to be paid as follows: By Company Check, a deposit of **five hundred dollars (\$500.00)** on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and **seven hundred fifty dollars (\$750.00)** on or before one o'clock P.M. of **September 21, 2021**;

To pay such sum or sums by Company Check at the office of the Thalia Mara Hall Manager;

To pay said LESSOR on demand any sum which may be due to said LESSOR for addition services, accommodations or material furnished or lent to said LESSEE, as stated therein;

To cause the said premises to be kept clean and generally cared for during the said term;

To quit and surrender up said premises to the LESSOR at the end of the said term in the same condition as it was at the date of the commencement of this lease, ordinary use and wear expected; and

To abide by and conform with all rules and regulations from time to time adopted or prescribed by the LESSOR for the management of said facilities.

2. ADDITIONAL RENTAL FOR SERVICES, EQUIPMENT, MATERIALS, ETC.

LESSEE HEREBY COVENANTS AND AGREES to pay for all personnel, services, equipment and materials required for the presentation of this event.

LESSEE is required to use the services of IATSE union, booked through the venue Stage Manager.

3. SUBSEQUENT REQUESTS BY LESSEE

LESSEE, over the signature solely of such authorized officer as executes this lease on behalf of LESSEE, may issue additional requests of the LESSOR subject, however, to the discretion and approval of LESSOR, the compliance with or performance of, such request to be at the sole expense of LESSEE.

4. COMPLIMENTARY TICKETS

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, _____ admission tickets for each performance on the premises that is open to the public and trade during the term of this lease.

5. COMPLIANCE WITH LAWS

Said LESSEE shall comply with all laws of the United States and the State of Mississippi, all ordinances of the City of Jackson, Mississippi, and all rules and regulations of the Police and Fire Departments, or other municipal authorities of the City of Jackson, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or regulations. If the attention of said LESSEE is called to any such violation on the part of the LESSEE, or of any person employed by or admitted to said premises by said LESSEE, such LESSEE will immediately desist from and correct such violation.

6. ACCEPTANCE OF SAID PREMISES

LESSEE represents and warrants that it has inspected the leased premises and equipment to the extent LESSEE deems necessary, and that same are in proper condition and adequate for the uses contemplated by LESSEE.

7. VACANCY

If any part of the said premises shall become vacant during the term hereof, LESSOR or its representative may reenter the same by any necessary means without being liable. The LESSOR may, at its option, relet the premises as the agent of the LESSEE and receive the rent. LESSOR will apply the rent and proceeds first to payment of such expenses as may be incurred in reentering and reletting the said premises, and second, to the payment of rent, additional rental or other amounts due LESSOR hereinunder, and the surplus, if any, shall be paid over to the LESSEE. LESSEE covenants and agrees to pay LESSOR, on demand the balance, if any, of the rent herein agreed to be paid remaining after deducting the net rental resulting from such reletting, but nothing herein contained shall be construed as imposing any obligation on LESSOR to so relet or attempt to relet said premises or in any way affect the obligation of LESSEE to pay the full amount of said rental in the event the premises shall be so relet.

8. USE OF REMAINDER OF PREMISES

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

9. CONTROL OF PREMISES

The premises, including the keys thereto, shall at all times be under the sole and exclusive charge and control of LESSOR.

10. UTILITIES

LESSOR agrees to furnish, at its own expense, general lighting from its permanent fixtures and water for normal usage as now installed in the facility, accidents and unavoidable delays excepted.

11. USE OF PREMISES

LESSEE shall indemnify and hold LESSOR harmless from all loss, cost and expense arising out of any liability or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by reason of the use or occupancy of the facilities and premises hereinabove described, whether such use is authorized or not, by any act or omission of LESSEE or any of its officers, agents, employees, guests, patrons, or invitees and also, LESSEE shall pay for any and all damage to the property of LESSOR, or loss or theft of such property, done or caused by such persons.

12. INSURANCE

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE's taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and THALIA MARA HALL are named as additional insureds.

LESSEE HEREBY additionally agrees that the presence of Police Officers, Fire Officers, Inspectors or Representatives of the City of Jackson shall in no way or manner diminish or affect the duties, obligations, or responsibilities of LESSEE.

13. CONCESSIONS

LESSEE specifically has the right to all concessions, including but not limited to confections, beverages, food, souvenirs, coat checking, programs, parking and taxi cabs. LESSEE, or any artist(s) performing pursuant to the Rental Contract shall be required to deal with LESSOR regarding the selling of souvenir programs, records, tapes or other such items, or the authorized representative of LESSOR which shall be _____. LESSEE shall provide LESSOR not less than five (5) days written notice prior to any performance at which LESSEE plans to vend items for sale, and provide contact information for vendor, along with any and all required documentation.

LESSEE shall not provide, furnish, or arrange for food and/or beverages except as permitted by LESSOR and then only in strict accordance with the catering policies of LESSOR. LESSEE shall not sell or dispense food, drink, or other article without the prior consent of LESSOR. If LESSEE intends to vend food/beverage, LESSEE must provide Certificate of Insurance, in the same manner as described above under "INSURANCE" and obtain at its own expense a Comprehensive General Liability Insurance Policy for Food and Beverage including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL names as additional insured on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

Concessions, including all food and beverage, is strictly forbidden from inside the theatre. If the LESSEE wants to have concessions allowed into the theatre with patrons, LESSEE must have the theatre professionally cleaned after the event, by a contractor that is designated and contracted through the City of Jackson. For events with additional stage clean-up resulting from the expressed (but not limited to) – confetti, liquid substance, or streamers – the designated contractor must be utilized for such cleanup.

14. HAZARDS

LESSEE shall not do nor permit to be done anything in or upon the premises or bring or keep therein or thereon, which in any way increases the conditions of any insurance policy upon the facilities or any part thereof, or in any way increase the rate of fire or public liability insurance upon the facilities or upon property kept therein or in any way conflict with ordinances of the City of Jackson or in any way obstruct or interfere with rights of other tenant's under LESSOR'S control or which would cause injury or annoy such other tenants in any manner.

15. DISASTERS

LESSEE agrees that in the event of a disaster or emergency signal, or imminence of a disaster or emergency of any kind or nature whatsoever, LESSOR shall have the right as it may determine in its sole discretion, to suspend or terminate any performance in progress, to alter the lighting of the premises, to vacate the premises or to take such other action for such duration as LESSOR, in its discretion may deem necessary or appropriate in accordance with federal, state, and municipal emergency laws.

16. FORCE MAJEUR

LESSOR shall be excused from performance of any or all of its obligations hereinunder in the extent and for the time such performance is rendered impossible or impractical due to acts of God, labor unrest, war, riot, civil disturbance, or any other cause beyond the reasonable control of LESSOR.

17. TICKET SALES AND ADMISSION FEES

LESSOR reserves the right to operate the box office at the Thalia Mara Hall on behalf of LESSEE for which service LESSEE shall pay the cost of ticketing services provided by box office management, which is Ticketland. LESSOR reserves the right to have all necessary tickets printed at the expense of and in accordance with instructions of LESSEE. LESSOR will furnish LESSEE with a printers' manifest and will retain possession of the tickets received by it until such time agreed upon for the box office sale to begin, including advance sale of tickets if so desired, and will furnish LESSEE with a complete transcription of ticket sales at time of settlement with LESSEE.

LESSEE is responsible for providing documentation (face of contract or other artifact) that the specified acts for the aforementioned event have been booked for our venue at the time and date listed in this contract. LESSEE will provide such documentation before the event is to go on-sale to the public. If LESSEE does not provide adequate documentation, LESSOR reserves the right to terminate this contract.

18. CANCELLATION

Should LESSEE desire to cancel this Rental Contract, all deposit monies shall become the sole property of LESSOR. LESSEE hereby agrees to reimburse LESSOR for any and all expenses incurred by LESSOR on behalf of LESSEE for such cancellation.

19. CAPACITY, INGRESS, EGRESS, ETC.

LESSEE shall not violate the Municipal Fire Code and/or Ordinance as to the occupancy limit and seating capacity as to said premises so that the persons may safely or freely move about in said rented areas, and the decision of LESSOR in this respect shall be final in accordance with the applicable laws and/or ordinances and regulations.

LESSEE agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by Lessee. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

LESSEE agrees that no chair or moveable seat will be permitted to be or remain in the passageways or aisles, and will keep said passageways clear at all times.

20. SUBSTITUTION OF PERSONALITIES

LESSEE agrees that in the event the performance(s) contemplated under this Rental Contract shall involve the personal appearance of such specific personality, group or attractions, no such substitution for such personality, group or attraction shall be made without the prior written consent within 48 hours to the LESSOR.

21. INFLAMMABLE LIQUIDS, ETC.

LESSEE shall not, without prior written consent of LESSOR, put up, operate, or permit to be put up or operated any engine or motor or machinery on the premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any other agent than electricity for illuminating the premises.

LESSEE shall not use, nor allow to be used, any open flame without the express written consent of LESSOR.

22. ALCOHOLIC BEVERAGES

LESSOR shall allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in accordance with the State of Mississippi and the City of Jackson laws and ordinances. LESSEE shall assume the responsibility of all parties serving alcohol on the premises, must provide the LESSOR with a copy of the required licenses prior to the event, and must have licenses available to present at any time during the term of this contract.

23. DAMAGE TO PROPERTY

LESSEE shall not injure, deface, or cause may in any manner to said premises. LESSEE will not drive or permit to be driven nails, hooks, tacks, or screws into any part of said buildings and will not make, nor allow to be made, any alterations of any kind therein.

LESSEE agrees that if said premises or any portion of said premises, during the term of this lease, shall be damaged by the act, default or negligence of LESSEE'S agents, employees, patrons, guests, or any person admitted to said premises by said LESSEE, LESSEE shall pay to LESSOR upon demand such sum as shall be necessary to restore said premises to their present condition. LESSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said LESSEE or by or with consent of any person acting for or in behalf of said LESSEE.

LESSEE agrees to have on hand at all times a minimum of 4 venue-approved law enforcement officers to maintain order and to protect persons and property. LESSEE shall at all times have sufficient security provisions for the venue.

24. POSTING OF ADVERTISING

LESSEE agrees not to post or exhibit, nor allow to be posted or exhibited, signs, advertisements, showbills, lithographs, posters or cards of any description, inside or in front or on any part of said premises, except upon the regular billboards provided by LESSOR therefore, and will use, post or exhibit only such signs, advertisements, showbills, lithographs, posters, or cards upon said billboards as relate to the performance or exhibit to be presented in said premises.

LESSEE further agrees to take down and remove forthwith all signs, advertisements, showbills, lithographs, posters or cards of any description objected to by LESSOR, or its representative.

25. CUSTODY OF ARTICLES LEFT ON PREMISES

LESSOR shall have the sole right to collect and have custody of articles left on the premises by persons attending any performance, exhibition or entertainment given or held in the premises, and the LESSEE or any person in the employ of LESSEE shall not collect not interfere with the collection or custody of such articles.

LESSOR reserves the right to remove from premises all effects remaining on said premises after time specified at the expense of LESSEE.

26. RADIO AND TELEVISION RIGHTS

LESSEE shall not enter into any agreements for the granting of radio or television rights or both in connection with the staging of any game, performance or event hereinunder without the prior written consent of LESSOR.

27. PUBLIC ADDRESS ANNOUNCEMENTS

LESSOR reserves the right to make public announcements during intermission and at such time which would not unreasonably interfere with LESSEE'S use of said premises, said public announcements to refer to "future attractions" and other such matters as may pertain to the welfare, safety, health or convenience of those attending the performance or which may be deemed necessary or appropriate by LESSOR. LESSEE is specifically prohibited from making public announcements, other than those which pertain to the event or performance itself, without prior written consent of LESSOR. LESSEE agrees to submit all public-address announcements which LESSEE intends to make in writing. LESSEE agrees that it will not make any public announcements, written or oral, relating to events conducted in other stadiums, arenas or buildings in competition with the leased premises, without the prior written consent of LESSOR.

28. ATTORNEY'S FEES

LESSEE agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

29. EXITING VENUE

LESSEE must remove all belongings and completely exit the venue upon the conclusion of event. No overnight lodging or stay is permitted.

30. ASSIGNMENT OF RIGHTS

LESSEE shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LESSOR.

31. WAIVER OF CLAIMS

LESSEE hereby waives all rights under the Constitution and laws of the State of Mississippi or any state to claim personal property exempt as against any liability, debt or obligation arising under this Rental Contract.

LESSEE hereby agrees that any sum due to said LESSOR from said LESSEE for the use of said premises, or any accommodations, services or materials shall be a first lien on the box office receipts of LESSEE.

32. CONTROL OF FUNDS AND RECEIPTS

LESSEE agrees that the LESSOR is acting to accommodate the LESSEE and for the sole benefit of the LESSEE in the handling, control and custody, and keeping receipts and funds, whether the same are received through the box office or otherwise. LESSOR shall be released from any liability pursuant to the Mississippi Tort Claims Act Section 11-46-1 et. al.

33. EXCULPATORY CLAUSE

LESSOR assumes no responsibility whatsoever for any property placed in the premises, and LESSEE hereby releases and discharges LESSOR from any and all liability for any loss, injury, or damage to person or property including death, that may be sustained by reason of occupancy of said premises under this Rental Contract, including but not limited to such loss, injury, damage or death by reason of plumbing, gas, water, steam, sewage, heating, air conditioning, electrical equipment or other related facilities or the malfunction or lack of function thereof or otherwise. LESSEE assumes all risks of damage to and loss by theft or otherwise of fixtures, appliances or other property of LESSEE'S exhibitors, contestants, performers, or those contracting with LESSEE, as well as agents, employees, patrons, guests, or any person admitted to the premises thereof, and LESSOR is expressly released and discharged from any and all liability for such loss. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises of LESSOR, either prior to, during or subsequent to the use of said premises by LESSEE, LESSOR and its officers, agents, and employees are acting solely for the accommodation of LESSEE and shall not be liable for any loss, damage, or injury to or destruction of such property.

34. VENUE

As to this rental contract, the venue for all matters of litigation, collections, mediation, or investigation and any other conflicting matters lies with any proper court of competent jurisdiction in Hinds County, Mississippi.

35. MATTERS NOT COVERED

LESSEE agrees that any matters not herein expressly provided for shall be in the discretion of the LESSOR or its designated authority.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO:

That all terms and conditions of this written Rental Contract shall be binding upon the parties, their heirs and assigns, and cannot be varies or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duty authorized agent or agents who executed this Rental Contract.

IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has causes these present to be signed by its Mayor and the LESSEE has signed the same in triplicate the day and year first written above.

36. COVID-19 PANDEMIC PROVISIONS

The LESSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LESSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

LESSEE agrees to adhere to and uphold all protocol set forth by the most current Executive Order of the City of Jackson regarding the COVID-19 pandemic. LESSEE agrees to adequately notify all its patron of said protocol.

CITY OF JACKSON, MISSISSIPPI
AS LESSOR:

BY:



Mayor Chokwe Antar Lumumba
City of Jackson, Mississippi

2/14/22

DATE

WITNESS:

AS LESSEE:

Arden Barnett

12/17/21

DATE

**THALIA MARA HALL
CITY OF JACKSON MUNICIPAL AUDITORIUM
JACKSON, MISSISSIPPI**

RENTAL CONTRACT

This lease, made and entered this **10th** day of **November, 2021**, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through the Thalia Mara Hall Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **Outback Presents**

Contact Person: **Taylor Freeman**

Address: **209 10th Avenue South Suite 503
Nashville, TN 37203**

Phone No.: **(615) 242-3323**

Email: taylor.freeman@outbackpresents.com

hereinafter called the LESSEE:

WITNESSETH, that in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements. LESSOR does hereby devise and lease unto LESSEE and LESSEE does hereby rent and take as LESSEE, Thalia Mara Hall situated at the corner of Pascagoula and South West Streets in the City of Jackson for the purpose of the following and for no other purpose whatsoever without the express written consent of the LESSOR:

Heather McMahan

Date and times of occupancy:

Date: **May 14, 2022**

Commencing at: **8:00 p.m.**

Terminating at: **12:00 a.m.**

(Describe Purpose in Detail)

5/14/22	Performance Merchandise	8:00 p.m. – 12:00 a.m.	1200.00 15% of Sales
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IT IS MUTUALLY AGREED between the parties as follows:

1. RENTAL

LESSOR HEREBY AGREES to rent the above-named facilities at the base rental of **\$1200.00** for the use of lease space or **10%** of the net-adjusted gross box office receipts (NAGBOR), defined as gross admission receipts less \$3.00 facility fee and any applicable sales tax, with a cap of \$3,000 whichever is greater

LESSEE HEREBY AGREES to pay a 15% fee of all merchandise sales from the event.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per paid ticket, excluding comp tickets.

LESSEE agrees to pay **\$500.00** with the return of the signed agreement as deposit, and further agrees to additional payments as follows:

\$700.00 no later than **April 29, 2022**, and

Balance of 10% net ticket sales and restoration fee of \$3.00 per ticket is due at intermission.

LESSEE AGREES TO MAKE SUCH DEPOSITS AND PAYMENTS BY CERTIFIED CHECK, MONEY ORDER, OR COMPANY CHECK (NOT CONSIDERED A PAYMENT UNTIL VERIFICATION OF FUNDS DURING BANKING BUSINESS HOURS)

LESSEE HEREBY CONVENANTS AND AGREES to pay the LESSOR at its offices in the said building for the use of the said premises the sum of:

One thousand two hundred dollars (\$1200.00) to be paid as follows: By Company Check, a deposit of **five hundred dollars (\$500.00)** on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and **seven hundred dollars (\$700.00)** on or before one o'clock P.M. of **April 29, 2022**;

To pay such sum or sums by Company Check at the office of the Thalia Mara Hall Manager;

To pay said LESSOR on demand any sum which may be due to said LESSOR for addition services, accommodations or material furnished or lent to said LESSEE, as stated therein;

To cause the said premises to be kept clean and generally cared for during the said term;

To quit and surrender up said premises to the LESSOR at the end of the said term in the same condition as it was at the date of the commencement of this lease, ordinary use and wear expected; and

To abide by and conform with all rules and regulations from time to time adopted or prescribed by the LESSOR for the management of said facilities.

2. ADDITIONAL RENTAL FOR SERVICES, EQUIPMENT, MATERIALS, ETC.

LESSEE HEREBY COVENANTS AND AGREES to pay for all personnel, services, equipment and materials required for the presentation of this event.

LESSEE is required to use the services of IATSE union, booked through the venue Stage Manager

3. SUBSEQUENT REQUESTS BY LESSEE

LESSEE, over the signature solely of such authorized officer as executes this lease on behalf of LESSEE, may issue additional requests of the LESSOR subject, however, to the discretion and approval of LESSOR, the compliance with or performance of, such request to be at the sole expense of LESSEE.

4. COMPLIMENTARY TICKETS

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, NO COMPS admission tickets for each performance on the premises that is open to the public and trade during the term of this lease.

5. COMPLIANCE WITH LAWS

Said LESSEE shall comply with all laws of the United States and the State of Mississippi, all ordinances of the City of Jackson, Mississippi, and all rules and regulations of the Police and Fire Departments, or other municipal authorities of the City of Jackson, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or regulations. If the attention of said LESSEE is called to any such violation on the part of the LESSEE, or of any person employed by or admitted to said premises by said LESSEE, such LESSEE will immediately desist from and correct such violation.

6. ACCEPTANCE OF SAID PREMISES

LESSEE represents and warrants that it has inspected the leased premises and equipment to the extent LESSEE deems necessary, and that same are in proper condition and adequate for the uses contemplated by LESSEE.

7. VACANCY

If any part of the said premises shall become vacant during the term hereof, LESSOR or its representative may reenter the same by any necessary means without being liable. The LESSOR may, at its option, relet the premises as the agent of the LESSEE and receive the rent. LESSOR will apply the rent and proceeds first to payment of such expenses as may be incurred in reentering and reletting the said premises, and second, to the payment of rent, additional rental or other amounts due LESSOR hereinunder, and the surplus, if any, shall be paid over to the LESSEE. LESSEE covenants and agrees to pay LESSOR, on demand the balance, if any, of the rent herein agreed to be paid remaining after deducting the net rental resulting from such reletting, but nothing herein contained shall be construed as imposing any obligation on LESSOR to so relet or attempt to relet said premises or in any way affect the obligation of LESSEE to pay the full amount of said rental in the event the premises shall be so relet.

8. USE OF REMAINDER OF PREMISES

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

9. CONTROL OF PREMISES

The premises, including the keys thereto, shall at all times be under the sole and exclusive charge and control of LESSOR.

10. UTILITIES

LESSOR agrees to furnish, at its own expense, general lighting from its permanent fixtures and water for normal usage as now installed in the facility, accidents and unavoidable delays excepted.

11. USE OF PREMISES

LESSEE shall indemnify and hold LESSOR harmless from all loss, cost and expense arising out of any liability or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by reason of the use or occupancy of the facilities and premises hereinabove described, whether such use is authorized or not, by any act or omission of LESSEE or any of its officers, agents, employees, guests, patrons, or invitees and also, LESSEE shall pay for any and all damage to the property of LESSOR, or loss or theft of such property, done or caused by such persons.

12. INSURANCE

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE's taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and THALIA MARA HALL are named as additional insureds.

LESSEE HEREBY additionally agrees that the presence of Police Officers, Fire Officers, Inspectors or Representatives of the City of Jackson shall in no way or manner diminish or affect the duties, obligations, or responsibilities of LESSEE.

13. CONCESSIONS

LESSEE specifically has the right to all concessions, including but not limited to confections, beverages, food, souvenirs, coat checking, programs, parking and taxi cabs. LESSEE, or any artist(s) performing pursuant to the Rental Contract shall be required to deal with LESSOR regarding the selling of souvenir programs, records, tapes or other such items, or the authorized representative of LESSOR which

shall be _____. LESSEE shall provide LESSOR not less than five (5) days written notice prior to any performance at which LESSEE plans to vend items for sale, and provide contact information for vendor, along with any and all required documentation.

LESSEE shall not provide, furnish, or arrange for food and/or beverages except as permitted by LESSOR and then only in strict accordance with the catering policies of LESSOR. LESSEE shall not sell or dispense food, drink, or other article without the prior consent of LESSOR. If LESSEE intends to vend food/beverage, LESSEE must provide Certificate of Insurance, in the same manner as described above under "INSURANCE" and obtain at its own expense a Comprehensive General Liability Insurance Policy for Food and Beverage including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL names as additional insured on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

Concessions, including all food and beverage, is strictly forbidden from inside the theatre. If the LESSEE wants to have concessions allowed into the theatre with patrons, LESSEE must have the theatre professionally cleaned after the event, by a contractor that is designated and contracted through the City of Jackson. For events with additional stage clean-up resulting from the expressed (but not limited to) – confetti, liquid substance, or streamers – the designated contractor must be utilized for such cleanup.

14. HAZARDS

LESSEE shall not do nor permit to be done anything in or upon the premises or bring or keep therein or thereon, which in any way increases the conditions of any insurance policy upon the facilities or any part thereof, or in any way increase the rate of fire or public liability insurance upon the facilities or upon property kept therein or in any way conflict with ordinances of the City of Jackson or in any way obstruct or interfere with rights of other tenant's under LESSOR'S control or which would cause injury or annoy such other tenants in any manner.

15. DISASTERS

LESSEE agrees that in the event of a disaster or emergency signal, or imminence of a disaster or emergency of any kind or nature whatsoever, LESSOR shall have the right as it may determine in its sole discretion, to suspend or terminate any performance in progress, to alter the lighting of the premises, to vacate the premises or to take such other action for such duration as LESSOR, in its discretion may deem necessary or appropriate in accordance with federal, state, and municipal emergency laws.

16. FORCE MAJEUR

LESSOR shall be excused from performance of any or all of its obligations hereinunder in the extent and for the time such performance is rendered impossible or impractical due to acts of God, labor unrest, war, riot, civil disturbance, or any other cause beyond the reasonable control of LESSOR.

17. TICKET SALES AND ADMISSION FEES

LESSOR reserves the right to operate the box office at the Thalia Mara Hall on behalf of LESSEE for which service LESSEE shall pay the cost of ticketing services provided by box office management, which is Ticketland. LESSOR reserves the right to have all necessary tickets printed at the expense of and in

accordance with instructions of LESSEE. LESSOR will furnish LESSEE with a printers' manifest and will retain possession of the tickets received by it until such time agreed upon for the box office sale to begin, including advance sale of tickets if so desired, and will furnish LESSEE with a complete transcription of ticket sales at time of settlement with LESSEE.

LESSEE is responsible for providing documentation (face of contract or other artifact) that the specified acts for the aforementioned event have been booked for our venue at the time and date listed in this contract. LESSEE will provide such documentation before the event is to go on-sale to the public. If LESSEE does not provide adequate documentation, LESSOR reserves the right to terminate this contract.

18. CANCELLATION

Should LESSEE desire to cancel this Rental Contract, all deposit monies shall become the sole property of LESSOR. LESSEE hereby agrees to reimburse LESSOR for any and all expenses incurred by LESSOR on behalf of LESSEE for such cancellation.

19. CAPACITY, INGRESS, EGRESS, ETC.

LESSEE shall not violate the Municipal Fire Code and/or Ordinance as to the occupancy limit and seating capacity as to said premises so that the persons may safely or freely move about in said rented areas, and the decision of LESSOR in this respect shall be final in accordance with the applicable laws and/or ordinances and regulations.

LESSEE agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by Lessee. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

LESSEE agrees that no chair or moveable seat will be permitted to be or remain in the passageways or aisles, and will keep said passageways clear at all times.

20. SUBSTITUTION OF PERSONALITIES

LESSEE agrees that in the event the performance(s) contemplated under this Rental Contract shall involve the personal appearance of such specific personality, group or attractions, no such substitution for such personality, group or attraction shall be made without the prior written consent within 48 hours to the LESSOR.

21. INFLAMMABLE LIQUIDS, ETC.

LESSEE shall not, without prior written consent of LESSOR, put up, operate, or permit to be put up or operated any engine or motor or machinery on the premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any other agent than electricity for illuminating the premises.

LESSEE shall not use, nor allow to be used, any open flame without the express written consent of LESSOR.

22. ALCOHOLIC BEVERAGES

LESSOR shall allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in accordance with the State of Mississippi and the City of Jackson laws and ordinances. LESSEE shall assume the responsibility of all parties serving alcohol on the premises, must provide the LESSOR with a copy of the required licenses prior to the event, and must have licenses available to present at any time during the term of this contract.

23. DAMAGE TO PROPERTY

LESSEE shall not injure, deface, or cause may in any manner to said premises. LESSEE will not drive or permit to be driven nails, hooks, tacks, or screws into any part of said buildings and will not make, nor allow to be made, any alterations of any kind therein.

LESSEE agrees that if said premises or any portion of said premises, during the term of this lease, shall be damaged by the act, default or negligence of LESSEE'S agents, employees, patrons, guests, or any person admitted to said premises by said LESSEE, LESSEE shall pay to LESSOR upon demand such sum as shall be necessary to restore said premises to their present condition. LESSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said LESSEE or by or with consent of any person acting for or in behalf of said LESSEE.

LESSEE agrees to have on hand at all times a minimum of 4 venue-approved law enforcement officers to maintain order and to protect persons and property. LESSEE shall at all times have sufficient security provisions for the venue.

24. POSTING OF ADVERTISING

LESSEE agrees not to post or exhibit, nor allow to be posted or exhibited, signs, advertisements, showbills, lithographs, posters or cards of any description, inside or in front or on any part of said premises, except upon the regular billboards provided by LESSOR therefore, and will use, post or exhibit only such signs, advertisements, showbills, lithographs, posters, or cards upon said billboards as relate to the performance or exhibit to be presented in said premises.

LESSEE further agrees to take down and remove forthwith all signs, advertisements, showbills, lithographs, posters or cards of any description objected to by LESSOR, or its representative.

25. CUSTODY OF ARTICLES LEFT ON PREMISES

LESSOR shall have the sole right to collect and have custody of articles left on the premises by persons attending any performance, exhibition or entertainment given or held in the premises, and the LESSEE or any person in the employ of LESSEE shall not collect not interfere with the collection or custody of such articles.

LESSOR reserves the right to remove from premises all effects remaining on said premises after time specified at the expense of LESSEE.

26. RADIO AND TELEVISION RIGHTS

LESSEE shall not enter into any agreements for the granting of radio or television rights or both in connection with the staging of any game, performance or event hereinunder without the prior written consent of LESSOR.

27. PUBLIC ADDRESS ANNOUNCEMENTS

NO INTERMISSION

LESSOR reserves the right to make public announcements during intermission and at such time which would not unreasonably interfere with LESSEE'S use of said premises, said public announcements to refer to "future attractions" and other such matters as may pertain to the welfare, safety, health or convenience of those attending the performance or which may be deemed necessary or appropriate by LESSOR. LESSEE is specifically prohibited from making public announcements, other than those which pertain to the event or performance itself, without prior written consent of LESSOR. LESSEE agrees to submit all public-address announcements which LESSEE intends to make in writing. LESSEE agrees that it will not make any public announcements, written or oral, relating to events conducted in other stadiums, arenas or buildings in competition with the leased premises, without the prior written consent of LESSOR.

28. ATTORNEY'S FEES

LESSEE agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

29. EXITING VENUE

LESSEE must remove all belongings and completely exit the venue upon the conclusion of event. No overnight lodging or stay is permitted.

30. ASSIGNMENT OF RIGHTS

LESSEE shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LESSOR.

31. WAIVER OF CLAIMS

LESSEE hereby waives all rights under the Constitution and laws of the State of Mississippi or any state to claim personal property exempt as against any liability, debt or obligation arising under this Rental Contract.

LESSEE hereby agrees that any sum due to said LESSOR from said LESSEE for the use of said premises, or any accommodations, services or materials shall be a first lien on the box office receipts of LESSEE.

32. CONTROL OF FUNDS AND RECEIPTS

LESSEE agrees that the LESSOR is acting to accommodate the LESSEE and for the sole benefit of the LESSEE in the handling, control and custody, and keeping receipts and funds, whether the same are received through the box office or otherwise. LESSOR shall be released from any liability pursuant to the Mississippi Tort Claims Act Section 11-46-1 et. al.

33. EXCULPATORY CLAUSE

LESSOR assumes no responsibility whatsoever for any property placed in the premises, and LESSEE hereby releases and discharges LESSOR from any and all liability for any loss, injury, or damage to person or property including death, that may be sustained by reason of occupancy of said premises under this Rental Contract, including but not limited to such loss, injury, damage or death by reason of plumbing, gas, water, steam, sewage, heating, air conditioning, electrical equipment or other related facilities or the malfunction or lack of function thereof or otherwise. LESSEE assumes all risks of damage to and loss by theft or otherwise of fixtures, appliances or other property of LESSEE'S exhibitors, contestants, performers, or those contracting with LESSEE, as well as agents, employees, patrons, guests, or any person admitted to the premises thereof, and LESSOR is expressly released and discharged from any and all liability for such loss. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises of LESSOR, either prior to, during or subsequent to the use of said premises by LESSEE, LESSOR and its officers, agents, and employees are acting solely for the accommodation of LESSEE and shall not be liable for any loss, damage, or injury to or destruction of such property.

34. VENUE

As to this rental contract, the venue for all matters of litigation, collections, mediation, or investigation and any other conflicting matters lies with any proper court of competent jurisdiction in Hinds County, Mississippi.

35. MATTERS NOT COVERED

LESSEE agrees that any matters not herein expressly provided for shall be in the discretion of the LESSOR or its designated authority.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO:

That all terms and conditions of this written Rental Contract shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duty authorized agent or agents who executed this Rental Contract.

IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has caused these presents to be signed by its Mayor and the LESSEE has signed the same in triplicate the day and year first written above.

16. COVID-19 PANDEMIC PROVISIONS

The LESSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LESSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

LESSEE agrees to adhere to and uphold all protocol set forth by the most current Executive Order of the City of Jackson regarding the COVID-19 pandemic. LESSEE agrees to adequately notify all its patron of said protocol.

CITY OF JACKSON, MISSISSIPPI
AS LESSOR:

BY:

Chokwe Antar Lumumba CRM

2/14/22

Mayor Chokwe Antar Lumumba
City of Jackson, Mississippi

DATE

WITNESS:

AS LESSEE:

Taylor Freeman

11/10/21

DATE

**THALIA MARA HALL
CITY OF JACKSON MUNICIPAL AUDITORIUM
JACKSON, MISSISSIPPI**

RENTAL CONTRACT

This lease, made and entered this **10th** day of **November, 2021**, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through the Thalia Mara Hall Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **Belhaven College**

Contact Person: **Lee Craig**

Address: **1800 Peachtree Box 165
Jackson, MS 39202**

Phone No.: **(601) 968-5922**

Email: lcraig@belhaven.edu

hereinafter called the LESSEE:

WITNESSETH, that in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements. LESSOR does hereby devise and lease unto LESSEE and LESSEE does hereby rent and take as LESSEE, Thalia Mara Hall situated at the corner of Pascagoula and South West Streets in the City of Jackson for the purpose of the following and for no other purpose whatsoever without the express written consent of the LESSOR:

Graduation

Date and times of occupancy:

Date: **December 11, 2021**

Commencing at: **9:30 a.m.**

Terminating at: **6:30 p.m.**

(Describe Purpose in Detail)

12/11/21	Performance	9:30 a.m. – 1:30 p.m.	700.00
	Performance	2:30 p.m. – 6:30 p.m.	<u>700.00</u>
			1400.00

IT IS MUTUALLY AGREED between the parties as follows:

1. RENTAL

LESSOR HEREBY AGREES to rent the above-named facilities at the base rental of **\$1400.00** for the use of lease space or **0%** of the net-adjusted gross box office receipts (NAGBOR), defined as gross admission receipts less \$3.00 facility fee and any applicable sales tax, with a cap of \$3,000 whichever is greater.

LESSEE HEREBY AGREES to pay a 15% fee of all merchandise sales from the event.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per paid ticket, excluding comp tickets.

LESSEE agrees to pay **\$150.00** with the return of the signed agreement as deposit, and further agrees to additional payments as follows:

\$1250.00 no later than **November 24, 2021**, and

Balance of 10% net ticket sales and restoration fee of \$3.00 per ticket is due at intermission.

LESSEE AGREES TO MAKE SUCH DEPOSITS AND PAYMENTS BY CERTIFIED CHECK, MONEY ORDER, OR COMPANY CHECK (NOT CONSIDERED A PAYMENT UNTIL VERIFICATION OF FUNDS DURING BANKING BUSINESS HOURS)

LESSEE HEREBY CONVENANTS AND AGREES to pay the LESSOR at its offices in the said building for the use of the said premises the sum of:

One thousand four hundred dollars (\$1400.00) to be paid as follows: By Company Check, a deposit of **one hundred fifty dollars (\$150.00)** on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and **one thousand two hundred fifty dollars (\$1250.00)** on or before one o'clock P.M. of **November 24, 2021**;

To pay such sum or sums by Company Check at the office of the Thalia Mara Hall Manager;

To pay said LESSOR on demand any sum which may be due to said LESSOR for addition services, accommodations or material furnished or lent to said LESSEE, as stated therein;

To cause the said premises to be kept clean and generally cared for during the said term;

To quit and surrender up said premises to the LESSOR at the end of the said term in the same condition as it was at the date of the commencement of this lease, ordinary use and wear expected; and

To abide by and conform with all rules and regulations from time to time adopted or prescribed by the LESSOR for the management of said facilities.

2. ADDITIONAL RENTAL FOR SERVICES, EQUIPMENT, MATERIALS, ETC.

LESSEE HEREBY COVENANTS AND AGREES to pay for all personnel, services, equipment and materials required for the presentation of this event.

LESSEE is required to use the services of IATSE union, booked through the venue Stage Manager.

3. SUBSEQUENT REQUESTS BY LESSEE

LESSEE, over the signature solely of such authorized officer as executes this lease on behalf of LESSEE, may issue additional requests of the LESSOR subject, however, to the discretion and approval of LESSOR, the compliance with or performance of, such request to be at the sole expense of LESSEE.

4. COMPLIMENTARY TICKETS

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, _____ admission tickets for each performance on the premises that is open to the public and trade during the term of this lease.

5. COMPLIANCE WITH LAWS

Said LESSEE shall comply with all laws of the United States and the State of Mississippi, all ordinances of the City of Jackson, Mississippi, and all rules and regulations of the Police and Fire Departments, or other municipal authorities of the City of Jackson, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or regulations. If the attention of said LESSEE is called to any such violation on the part of the LESSEE, or of any person employed by or admitted to said premises by said LESSEE, such LESSEE will immediately desist from and correct such violation.

6. ACCEPTANCE OF SAID PREMISES

LESSEE represents and warrants that it has inspected the leased premises and equipment to the extent LESSEE deems necessary, and that same are in proper condition and adequate for the uses contemplated by LESSEE.

7. VACANCY

If any part of the said premises shall become vacant during the term hereof, LESSOR or its representative may reenter the same by any necessary means without being liable. The LESSOR may, at its option, relet the premises as the agent of the LESSEE and receive the rent. LESSOR will apply the rent and proceeds first to payment of such expenses as may be incurred in reentering and reletting the said premises, and second, to the payment of rent, additional rental or other amounts due LESSOR hereinunder, and the surplus, if any, shall be paid over to the LESSEE. LESSEE covenants and agrees to pay LESSOR, on demand the balance, if any, of the rent herein agreed to be paid remaining after deducting the net rental resulting from such reletting, but nothing herein contained shall be construed as imposing any obligation on LESSOR to so relet or attempt to relet said premises or in any way affect the obligation of LESSEE to pay the full amount of said rental in the event the premises shall be so relet.

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LESSOR agrees to furnish, at its own expense, general lighting from its permanent fixtures and water for normal usage as now installed in the facility, accidents and unavoidable delays excepted.

11. USE OF PREMISES

LESSEE shall indemnify and hold LESSOR harmless from all loss, cost and expense arising out of any liability or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by reason of the use or occupancy of the facilities and premises hereinabove described, whether such use is authorized or not, by any act or omission of LESSEE or any of its officers, agents, employees, guests, patrons, or invitees and also, LESSEE shall pay for any and all damage to the property of LESSOR, or loss or theft of such property, done or caused by such persons.

12. INSURANCE

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE's taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

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LESSEE agrees that in the event of a disaster or emergency signal, or imminence of a disaster or emergency of any kind or nature whatsoever, LESSOR shall have the right as it may determine in its sole discretion, to suspend or terminate any performance in progress, to alter the lighting of the premises, to vacate the premises or to take such other action for such duration as LESSOR, in its discretion may deem necessary or appropriate in accordance with federal, state, and municipal emergency laws.

16. FORCE MAJEUR

LESSOR shall be excused from performance of any or all of its obligations hereinunder in the extent and for the time such performance is rendered impossible or impractical due to acts of God, labor unrest, war, riot, civil disturbance, or any other cause beyond the reasonable control of LESSOR.

17. TICKET SALES AND ADMISSION FEES

LESSOR reserves the right to operate the box office at the Thalia Mara Hall on behalf of LESSEE for which service LESSEE shall pay the cost of ticketing services provided by box office management, which is Ticketland. LESSOR reserves the right to have all necessary tickets printed at the expense of and in accordance with instructions of LESSEE. LESSOR will furnish LESSEE with a printers' manifest and will retain possession of the tickets received by it until such time agreed upon for the box office sale to begin, including advance sale of tickets if so desired, and will furnish LESSEE with a complete transcription of ticket sales at time of settlement with LESSEE.

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Should LESSEE desire to cancel this Rental Contract, all deposit monies shall become the sole property of LESSOR. LESSEE hereby agrees to reimburse LESSOR for any and all expenses incurred by LESSOR on behalf of LESSEE for such cancellation.

19. CAPACITY, INGRESS, EGRESS, ETC.

LESSEE shall not violate the Municipal Fire Code and/or Ordinance as to the occupancy limit and seating capacity as to said premises so that the persons may safely or freely move about in said rented areas, and the decision of LESSOR in this respect shall be final in accordance with the applicable laws and/or ordinances and regulations.

LESSEE agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by Lessee. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

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LESSEE agrees that in the event the performance(s) contemplated under this Rental Contract shall involve the personal appearance of such specific personality, group or attractions, no such substitution for such personality, group or attraction shall be made without the prior written consent within 48 hours to the LESSOR.

21. INFLAMMABLE LIQUIDS, ETC.

LESSEE shall not, without prior written consent of LESSOR, put up, operate, or permit to be put up or operated any engine or motor or machinery on the premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any other agent than electricity for illuminating the premises.

LESSEE shall not use, nor allow to be used, any open flame without the express written consent of LESSOR.

22. ALCOHOLIC BEVERAGES

LESSOR shall allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in accordance with the State of Mississippi and the City of Jackson laws and ordinances. LESSEE shall assume the responsibility of all parties serving alcohol on the premises, must provide the LESSOR with a copy of the required licenses prior to the event, and must have licenses available to present at any time during the term of this contract.

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LESSEE agrees that if said premises or any portion of said premises, during the term of this lease, shall be damaged by the act, default or negligence of LESSEE'S agents, employees, patrons, guests, or any person admitted to said premises by said LESSEE, LESSEE shall pay to LESSOR upon demand such sum as shall be necessary to restore said premises to their present condition. LESSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said LESSEE or by or with consent of any person acting for or in behalf of said LESSEE.

LESSEE agrees to have on hand at all times a minimum of 4 venue-approved law enforcement officers to maintain order and to protect persons and property. LESSEE shall at all times have sufficient security provisions for the venue.

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LESSEE agrees not to post or exhibit, nor allow to be posted or exhibited, signs, advertisements, showbills, lithographs, posters or cards of any description, inside or in front or on any part of said premises, except upon the regular billboards provided by LESSOR therefore, and will use, post or exhibit only such signs, advertisements, showbills, lithographs, posters, or cards upon said billboards as relate to the performance or exhibit to be presented in said premises.

LESSEE further agrees to take down and remove forthwith all signs, advertisements, showbills, lithographs, posters or cards of any description objected to by LESSOR, or its representative.

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LESSOR reserves the right to remove from premises all effects remaining on said premises after time specified at the expense of LESSEE.

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LESSEE shall not enter into any agreements for the granting of radio or television rights or both in connection with the staging of any game, performance or event hereinunder without the prior written consent of LESSOR.

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LESSEE agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

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LESSEE must remove all belongings and completely exit the venue upon the conclusion of event. No overnight lodging or stay is permitted.

30. ASSIGNMENT OF RIGHTS

LESSEE shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LESSOR.

31. WAIVER OF CLAIMS

LESSEE hereby waives all rights under the Constitution and laws of the State of Mississippi or any state to claim personal property exempt as against any liability, debt or obligation arising under this Rental Contract.

LESSEE hereby agrees that any sum due to said LESSOR from said LESSEE for the use of said premises, or any accommodations, services or materials shall be a first lien on the box office receipts of LESSEE.

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33. EXCULPATORY CLAUSE

LESSOR assumes no responsibility whatsoever for any property placed in the premises, and LESSEE hereby releases and discharges LESSOR from any and all liability for any loss, injury, or damage to person or property including death, that may be sustained by reason of occupancy of said premises under this Rental Contract, including but not limited to such loss, injury, damage or death by reason of plumbing, gas, water, steam, sewage, heating, air conditioning, electrical equipment or other related facilities or the malfunction or lack of function thereof or otherwise. LESSEE assumes all risks of damage to and loss by theft or otherwise of fixtures, appliances or other property of LESSEE'S exhibitors, contestants, performers, or those contracting with LESSEE, as well as agents, employees, patrons, guests, or any person admitted to the premises thereof, and LESSOR is expressly released and discharged from any and all liability for such loss. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises of LESSOR, either prior to, during or subsequent to the use of said premises by LESSEE, LESSOR and its officers, agents, and employees are acting solely for the accommodation of LESSEE and shall not be liable for any loss, damage, or injury to or destruction of such property.

34. VENUE

As to this rental contract, the venue for all matters of litigation, collections, mediation, or investigation and any other conflicting matters lies with any proper court of competent jurisdiction in Hinds County, Mississippi.

35. MATTERS NOT COVERED

LESSEE agrees that any matters not herein expressly provided for shall be in the discretion of the LESSOR or its designated authority.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO:

That all terms and conditions of this written Rental Contract shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this Rental Contract.

IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has caused these presents to be signed by its Mayor and the LESSEE has signed the same in triplicate the day and year first written above.

36. COVID-19 PANDEMIC PROVISIONS

The LESSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LESSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

LESSEE agrees to adhere to and uphold all protocol set forth by the most current Executive Order of the City of Jackson regarding the COVID-19 pandemic. LESSEE agrees to adequately notify all its patron of said protocol.

CITY OF JACKSON, MISSISSIPPI
AS LESSOR:

BY:



2/14/22

Mayor Chokwe Antar Lumumba
City of Jackson, Mississippi

DATE

WITNESS:



AS LESSEE:



12-3-2021

DATE

**THALIA MARA HALL
CITY OF JACKSON MUNICIPAL AUDITORIUM
JACKSON, MISSISSIPPI**

RENTAL CONTRACT

This lease, made and entered this **6th** day of **November, 2021**, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through the Thalia Mara Hall Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **Southern USA Falun Dafa Association**

Contact Person: **Frank Pan**

Address: **7001 Corporate Drive Ste. 206
Houston, TX 77036**

Phone No.: **(713) 359-8107**

Email: frank.pan@epochtimes.com
frank.pan@sy-tx.org

hereinafter called the LESSEE:

WITNESSETH, that in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements. LESSOR does hereby devise and lease unto LESSEE and LESSEE does hereby rent and take as LESSEE, Thalia Mara Hall situated at the corner of Pascagoula and South West Streets in the City of Jackson for the purpose of the following and for no other purpose whatsoever without the express written consent of the LESSOR:

Shen Yun

Date and times of occupancy:

Date: **February 8, 2022**

Commencing at: **7:30 p.m.**

Terminating at: **11:30 p.m.**

(Describe Purpose in Detail)

2/8/22	Performance Merchandise	7:30 p.m. – 11:30 p.m.	700.00 15% of Sales
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IT IS MUTUALLY AGREED between the parties as follows:

1. RENTAL

LESSOR HEREBY AGREES to rent the above-named facilities at the base rental of **\$700.00** for the use of lease space or **0%** of the net-adjusted gross box office receipts (NAGBOR), defined as gross admission receipts less \$3.00 facility fee and any applicable sales tax, with a cap of \$3,000 whichever is greater

LESSEE HEREBY AGREES to pay a 15% fee of all merchandise sales from the event.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per paid ticket, excluding comp tickets.

LESSEE agrees to pay **\$150.00** with the return of the signed agreement as deposit, and further agrees to additional payments as follows:

\$550.00 no later than **January 25, 2022**, and

Balance of 10% net ticket sales and restoration fee of \$3.00 per ticket is due at intermission.

LESSEE AGREES TO MAKE SUCH DEPOSITS AND PAYMENTS BY CERTIFIED CHECK, MONEY ORDER, OR COMPANY CHECK (NOT CONSIDERED A PAYMENT UNTIL VERIFICATION OF FUNDS DURING BANKING BUSINESS HOURS)

LESSEE HEREBY CONVENANTS AND AGREES to pay the LESSOR at its offices in the said building for the use of the said premises the sum of:

Seven hundred dollars (\$700.00) to be paid as follows: By Company Check, a deposit of **one hundred fifty dollars (\$150.00)** on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and **five hundred fifty dollars (\$550.00)** on or before one o'clock P.M. of **January 25, 2022**;

To pay such sum or sums by Company Check at the office of the Thalia Mara Hall Manager;

To pay said LESSOR on demand any sum which may be due to said LESSOR for addition services, accommodations or material furnished or lent to said LESSEE, as stated therein;

To cause the said premises to be kept clean and generally cared for during the said term;

To quit and surrender up said premises to the LESSOR at the end of the said term in the same condition as it was at the date of the commencement of this lease, ordinary use and wear expected; and

To abide by and conform with all rules and regulations from time to time adopted or prescribed by the LESSOR for the management of said facilities.

2. ADDITIONAL RENTAL FOR SERVICES, EQUIPMENT, MATERIALS, ETC.

LESSEE HEREBY COVENANTS AND AGREES to pay for all personnel, services, equipment and materials required for the presentation of this event.

LESSEE is required to use the services of IATSE union, booked through the venue Stage Manager

3. SUBSEQUENT REQUESTS BY LESSEE

LESSEE, over the signature solely of such authorized officer as executes this lease on behalf of LESSEE, may issue additional requests of the LESSOR subject, however, to the discretion and approval of LESSOR, the compliance with or performance of, such request to be at the sole expense of LESSEE.

4. COMPLIMENTARY TICKETS

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, _____ admission tickets for each performance on the premises that is open to the public and trade during the term of this lease.

5. COMPLIANCE WITH LAWS

Said LESSEE shall comply with all laws of the United States and the State of Mississippi, all ordinances of the City of Jackson, Mississippi, and all rules and regulations of the Police and Fire Departments, or other municipal authorities of the City of Jackson, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or regulations. If the attention of said LESSEE is called to any such violation on the part of the LESSEE, or of any person employed by or admitted to said premises by said LESSEE, such LESSEE will immediately desist from and correct such violation.

6. ACCEPTANCE OF SAID PREMISES

LESSEE represents and warrants that it has inspected the leased premises and equipment to the extent LESSEE deems necessary, and that same are in proper condition and adequate for the uses contemplated by LESSEE.

7. VACANCY

If any part of the said premises shall become vacant during the term hereof, LESSOR or its representative may reenter the same by any necessary means without being liable. The LESSOR may, at its option, relet the premises as the agent of the LESSEE and receive the rent. LESSOR will apply the rent and proceeds first to payment of such expenses as may be incurred in reentering and reletting the said premises, and second, to the payment of rent, additional rental or other amounts due LESSOR hereunder, and the surplus, if any, shall be paid over to the LESSEE. LESSEE covenants and agrees to pay LESSOR, on demand the balance, if any, of the rent herein agreed to be paid remaining after deducting the net rental resulting from such reletting, but nothing herein contained shall be construed as imposing any obligation on LESSOR to so relet or attempt to relet said premises or in any way affect the obligation of LESSEE to pay the full amount of said rental in the event the premises shall be so relet.

8. USE OF REMAINDER OF PREMISES

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

9. CONTROL OF PREMISES

The premises, including the keys thereto, shall at all times be under the sole and exclusive charge and control of LESSOR.

10. UTILITIES

LESSOR agrees to furnish, at its own expense, general lighting from its permanent fixtures and water for normal usage as now installed in the facility, accidents and unavoidable delays excepted.

11. USE OF PREMISES

LESSEE shall indemnify and hold LESSOR harmless from all loss, cost and expense arising out of any liability or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by reason of the use or occupancy of the facilities and premises hereinabove described, whether such use is authorized or not, by any act or omission of LESSEE or any of its officers, agents, employees, guests, patrons, or invitees and also, LESSEE shall pay for any and all damage to the property of LESSOR, or loss or theft of such property, done or caused by such persons.

12. INSURANCE

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE's taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and THALIA MARA HALL are named as additional insureds.

LESSEE HEREBY additionally agrees that the presence of Police Officers, Fire Officers, Inspectors or Representatives of the City of Jackson shall in no way or manner diminish or affect the duties, obligations, or responsibilities of LESSEE.

13. CONCESSIONS

LESSEE specifically has the right to all concessions, including but not limited to confections, beverages, food, souvenirs, coat checking, programs, parking and taxi cabs. LESSEE, or any artist(s) performing pursuant to the Rental Contract shall be required to deal with LESSOR regarding the selling of souvenir programs, records, tapes or other such items, or the authorized representative of LESSOR which shall be _____. LESSEE shall provide LESSOR not less than five (5) days written notice prior to any performance at which LESSEE plans to vend items for sale, and provide contact information for vendor, along with any and all required documentation.

LESSEE shall not provide, furnish, or arrange for food and/or beverages except as permitted by LESSOR and then only in strict accordance with the catering policies of LESSOR. LESSEE shall not sell or dispense food, drink, or other article without the prior consent of LESSOR. If LESSEE intends to vend food/beverage, LESSEE must provide Certificate of Insurance, in the same manner as described above under "INSURANCE" and obtain at its own expense a Comprehensive General Liability Insurance Policy for Food and Beverage including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL names as additional insured on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

Concessions, including all food and beverage, is strictly forbidden from inside the theatre. If the LESSEE wants to have concessions allowed into the theatre with patrons, LESSEE must have the theatre professionally cleaned after the event, by a contractor that is designated and contracted through the City of Jackson. For events with additional stage clean-up resulting from the expressed (but not limited to) – confetti, liquid substance, or streamers – the designated contractor must be utilized for such cleanup.

14. HAZARDS

LESSEE shall not do nor permit to be done anything in or upon the premises or bring or keep therein or thereon, which in any way increases the conditions of any insurance policy upon the facilities or any part thereof, or in any way increase the rate of fire or public liability insurance upon the facilities or upon property kept therein or in any way conflict with ordinances of the City of Jackson or in any way obstruct or interfere with rights of other tenant's under LESSOR'S control or which would cause injury or annoy such other tenants in any manner.

15. DISASTERS

LESSEE agrees that in the event of a disaster or emergency signal, or imminence of a disaster or emergency of any kind or nature whatsoever, LESSOR shall have the right as it may determine in its sole discretion, to suspend or terminate any performance in progress, to alter the lighting of the premises, to vacate the premises or to take such other action for such duration as LESSOR, in its discretion may deem necessary or appropriate in accordance with federal, state, and municipal emergency laws.

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LESSEE agrees that the LESSOR is acting to accommodate the LESSEE and for the sole benefit of the LESSEE in the handling, control and custody, and keeping receipts and funds, whether the same are received through the box office or otherwise. LESSOR shall be released from any liability pursuant to the Mississippi Tort Claims Act Section 11-46-1 et. al.

33. EXCULPATORY CLAUSE

LESSOR assumes no responsibility whatsoever for any property placed in the premises, and LESSEE hereby releases and discharges LESSOR from any and all liability for any loss, injury, or damage to person or property including death, that may be sustained by reason of occupancy of said premises under this Rental Contract, including but not limited to such loss, injury, damage or death by reason of plumbing, gas, water, steam, sewage, heating, air conditioning, electrical equipment or other related facilities or the malfunction or lack of function thereof or otherwise. LESSEE assumes all risks of damage to and loss by theft or otherwise of fixtures, appliances or other property of LESSEE'S exhibitors, contestants, performers, or those contracting with LESSEE, as well as agents, employees, patrons, guests, or any person admitted to the premises thereof, and LESSOR is expressly released and discharged from any and all liability for such loss. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises of LESSOR, either prior to, during or subsequent to the use of said premises by LESSEE, LESSOR and its officers, agents, and employees are acting solely for the accommodation of LESSEE and shall not be liable for any loss, damage, or injury to or destruction of such property.

34. VENUE

As to this rental contract, the venue for all matters of litigation, collections, mediation, or investigation and any other conflicting matters lies with any proper court of competent jurisdiction in Hinds County, Mississippi.

35. MATTERS NOT COVERED

LESSEE agrees that any matters not herein expressly provided for shall be in the discretion of the LESSOR or its designated authority.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO:

That all terms and conditions of this written Rental Contract shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this Rental Contract.

IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has caused these present to be signed by its Mayor and the LESSEE has signed the same in triplicate the day and year first written above.


36. COVID-19 PANDEMIC PROVISIONS

The LESSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LESSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

LESSEE agrees to adhere to and uphold all protocol set forth by the most current Executive Order of the City of Jackson regarding the COVID-19 pandemic. LESSEE agrees to adequately notify all its patron of said protocol.

CITY OF JACKSON, MISSISSIPPI
AS LESSOR:

BY:

 2/14/22

Mayor Chokwe Antar Lumumba
City of Jackson, Mississippi

DATE

WITNESS:

AS LESSEE:

 -----

11/12/2021

DATE

**THALIA MARA HALL
CITY OF JACKSON MUNICIPAL AUDITORIUM
JACKSON, MISSISSIPPI**

RENTAL CONTRACT

This lease, made and entered this **19th** day of **November, 2021**, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through the Thalia Mara Hall Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **Ballet Magnificat**

Contact Person: **Brenda Holden**

Address: **5406 I-55 North
Jackson, MS 39211**

Phone No.: **(601) 977-1001**

Email: **brenda@balletmagnificat.com**

hereinafter called the LESSEE:

WITNESSETH, that in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements. LESSOR does hereby devise and lease unto LESSEE and LESSEE does hereby rent and take as LESSEE, Thalia Mara Hall situated at the corner of Pascagoula and South West Streets in the City of Jackson for the purpose of the following and for no other purpose whatsoever without the express written consent of the LESSOR:

A Christmas Carol: The Ballet

Date and times of occupancy:

Date: **December 15 – 19, 2021**

Commencing at: **9:00 a.m.**

Terminating at: **6:00 p.m.**

(Describe Purpose in Detail)

12/15 – 12/17	Load In and Tech.	9:00 a.m. – 6:00 p.m.	
12/18/21	Performance	2:00 p.m. – 6:00 p.m.	700.00
12/19/21	Performance	2:00 p.m. – 6:00 p.m.	700.00
	Concessions for two performances		<u>100.00</u>
			1500.00

IT IS MUTUALLY AGREED between the parties as follows:

1. RENTAL

LESSOR HEREBY AGREES to rent the above-named facilities at the base rental of **\$1500.00** for the use of lease space or **0%** of the net-adjusted gross box office receipts (NAGBOR), defined as gross admission receipts less **\$3.00** facility fee and any applicable sales tax, with a cap of **\$3,000** whichever is greater.

LESSEE HEREBY AGREES to pay a **15%** fee of all merchandise sales from the event.

LESSEE HEREBY AGREES to pay a restoration fee of **\$3.00** per paid ticket, excluding comp tickets.

LESSEE agrees to pay **\$150.00** with the return of the signed agreement as deposit, and further agrees to additional payments as follows:

\$1350.00 no later than **December 1, 2021**, and

Balance of **10%** net ticket sales and restoration fee of **\$3.00** per ticket is due at intermission.

LESSEE AGREES TO MAKE SUCH DEPOSITS AND PAYMENTS BY CERTIFIED CHECK, MONEY ORDER, OR COMPANY CHECK (NOT CONSIDERED A PAYMENT UNTIL VERIFICATION OF FUNDS DURING BANKING BUSINESS HOURS)

LESSEE HEREBY CONVENANTS AND AGREES to pay the LESSOR at its offices in the said building for the use of the said premises the sum of:

One thousand five hundred dollars (\$1500.00) to be paid as follows: By Company Check, a deposit of **one hundred fifty dollars (\$150.00)** on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and **one thousand three hundred fifty dollars (\$1350.00)** on or before one o'clock P.M. of **December 1, 2021**;

To pay such sum or sums by Company Check at the office of the Thalia Mara Hall Manager;

To pay said LESSOR on demand any sum which may be due to said LESSOR for addition services, accommodations or material furnished or lent to said LESSEE, as stated therein;

To cause the said premises to be kept clean and generally cared for during the said term;

To quit and surrender up said premises to the LESSOR at the end of the said term in the same condition as it was at the date of the commencement of this lease, ordinary use and wear expected; and

To abide by and conform with all rules and regulations from time to time adopted or prescribed by the LESSOR for the management of said facilities.

2. ADDITIONAL RENTAL FOR SERVICES, EQUIPMENT, MATERIALS, ETC.

LESSEE HEREBY COVENANTS AND AGREES to pay for all personnel, services, equipment and materials required for the presentation of this event.

LESSEE is required to use the services of IATSE union, booked through the venue Stage Manager.

3. SUBSEQUENT REQUESTS BY LESSEE

LESSEE, over the signature solely of such authorized officer as executes this lease on behalf of LESSEE, may issue additional requests of the LESSOR subject, however, to the discretion and approval of LESSOR, the compliance with or performance of, such request to be at the sole expense of LESSEE.

4. COMPLIMENTARY TICKETS

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, _____ admission tickets for each performance on the premises that is open to the public and trade during the term of this lease.

5. COMPLIANCE WITH LAWS

Said LESSEE shall comply with all laws of the United States and the State of Mississippi, all ordinances of the City of Jackson, Mississippi, and all rules and regulations of the Police and Fire Departments, or other municipal authorities of the City of Jackson, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or regulations. If the attention of said LESSEE is called to any such violation on the part of the LESSEE, or of any person employed by or admitted to said premises by said LESSEE, such LESSEE will immediately desist from and correct such violation.

6. ACCEPTANCE OF SAID PREMISES

LESSEE represents and warrants that it has inspected the leased premises and equipment to the extent LESSEE deems necessary, and that same are in proper condition and adequate for the uses contemplated by LESSEE.

7. VACANCY

If any part of the said premises shall become vacant during the term hereof, LESSOR or its representative may reenter the same by any necessary means without being liable. The LESSOR may, at its option, relet the premises as the agent of the LESSEE and receive the rent. LESSOR will apply the rent and proceeds first to payment of such expenses as may be incurred in reentering and reletting the said premises, and second, to the payment of rent, additional rental or other amounts due LESSOR hereunder, and the surplus, if any, shall be paid over to the LESSEE. LESSEE covenants and agrees to pay LESSOR, on demand the balance, if any, of the rent herein agreed to be paid remaining after deducting the net rental resulting from such reletting, but nothing herein contained shall be construed as imposing any obligation on LESSOR to so relet or attempt to relet said premises or in any way affect the obligation of LESSEE to pay the full amount of said rental in the event the premises shall be so relet.

8. USE OF REMAINDER OF PREMISES

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

9. CONTROL OF PREMISES

The premises, including the keys thereto, shall at all times be under the sole and exclusive charge and control of LESSOR.

10. UTILITIES

LESSOR agrees to furnish, at its own expense, general lighting from its permanent fixtures and water for normal usage as now installed in the facility, accidents and unavoidable delays excepted.

11. USE OF PREMISES

LESSEE shall indemnify and hold LESSOR harmless from all loss, cost and expense arising out of any liability or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by reason of the use or occupancy of the facilities and premises hereinabove described, whether such use is authorized or not, by any act or omission of LESSEE or any of its officers, agents, employees, guests, patrons, or invitees and also, LESSEE shall pay for any and all damage to the property of LESSOR, or loss or theft of such property, done or caused by such persons.

12. INSURANCE

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE's taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and THALIA MARA HALL are named as additional insureds.

LESSEE HEREBY additionally agrees that the presence of Police Officers, Fire Officers, Inspectors or Representatives of the City of Jackson shall in no way or manner diminish or affect the duties, obligations, or responsibilities of LESSEE.

13. CONCESSIONS

LESSEE specifically has the right to all concessions, including but not limited to confections, beverages, food, souvenirs, coat checking, programs, parking and taxi cabs. LESSEE, or any artist(s) performing pursuant to the Rental Contract shall be required to deal with LESSOR regarding the selling of souvenir programs, records, tapes or other such items, or the authorized representative of LESSOR which shall be _____. LESSEE shall provide LESSOR not less than five (5) days written notice prior to any performance at which LESSEE plans to vend items for sale, and provide contact information for vendor, along with any and all required documentation.

LESSEE shall not provide, furnish, or arrange for food and/or beverages except as permitted by LESSOR and then only in strict accordance with the catering policies of LESSOR. LESSEE shall not sell or dispense food, drink, or other article without the prior consent of LESSOR. If LESSEE intends to vend food/beverage, LESSEE must provide Certificate of Insurance, in the same manner as described above under "INSURANCE" and obtain at its own expense a Comprehensive General Liability Insurance Policy for Food and Beverage including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL names as additional insured on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

Concessions, including all food and beverage, is strictly forbidden from inside the theatre. If the LESSEE wants to have concessions allowed into the theatre with patrons, LESSEE must have the theatre professionally cleaned after the event, by a contractor that is designated and contracted through the City of Jackson. For events with additional stage clean-up resulting from the expressed (but not limited to) – confetti, liquid substance, or streamers – the designated contractor must be utilized for such cleanup.

14. HAZARDS

LESSEE shall not do nor permit to be done anything in or upon the premises or bring or keep therein or thereon, which in any way increases the conditions of any insurance policy upon the facilities or any part thereof, or in any way increase the rate of fire or public liability insurance upon the facilities or upon property kept therein or in any way conflict with ordinances of the City of Jackson or in any way obstruct or interfere with rights of other tenant's under LESSOR'S control or which would cause injury or annoy such other tenants in any manner.

15. DISASTERS

LESSEE agrees that in the event of a disaster or emergency signal, or imminence of a disaster or emergency of any kind or nature whatsoever, LESSOR shall have the right as it may determine in its sole discretion, to suspend or terminate any performance in progress, to alter the lighting of the premises, to vacate the premises or to take such other action for such duration as LESSOR, in its discretion may deem necessary or appropriate in accordance with federal, state, and municipal emergency laws.

6. FORCE MAJEUR

LESSOR shall be excused from performance of any or all of its obligations hereinunder in the extent and for the time such performance is rendered impossible or impractical due to acts of God, labor unrest, war, riot, civil disturbance, or any other cause beyond the reasonable control of LESSOR.

17. TICKET SALES AND ADMISSION FEES

LESSOR reserves the right to operate the box office at the Thalia Mara Hall on behalf of LESSEE for which service LESSEE shall pay the cost of ticketing services provided by box office management, which is Ticketland. LESSOR reserves the right to have all necessary tickets printed at the expense of and in accordance with instructions of LESSEE. LESSOR will furnish LESSEE with a printers' manifest and will retain possession of the tickets received by it until such time agreed upon for the box office sale to begin, including advance sale of tickets if so desired, and will furnish LESSEE with a complete transcription of ticket sales at time of settlement with LESSEE.

LESSEE is responsible for providing documentation (face of contract or other artifact) that the specified acts for the aforementioned event have been booked for our venue at the time and date listed in this contract. LESSEE will provide such documentation before the event is to go on-sale to the public. If LESSEE does not provide adequate documentation, LESSOR reserves the right to terminate this contract.

18. CANCELLATION

Should LESSEE desire to cancel this Rental Contract, all deposit monies shall become the sole property of LESSOR. LESSEE hereby agrees to reimburse LESSOR for any and all expenses incurred by LESSOR on behalf of LESSEE for such cancellation.

19. CAPACITY, INGRESS, EGRESS, ETC.

LESSEE shall not violate the Municipal Fire Code and/or Ordinance as to the occupancy limit and seating capacity as to said premises so that the persons may safely or freely move about in said rented areas, and the decision of LESSOR in this respect shall be final in accordance with the applicable laws and/or ordinances and regulations.

LESSEE agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by Lessee. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

LESSEE agrees that no chair or moveable seat will be permitted to be or remain in the passageways or aisles, and will keep said passageways clear at all times.

20. SUBSTITUTION OF PERSONALITIES

LESSEE agrees that in the event the performance(s) contemplated under this Rental Contract shall involve the personal appearance of such specific personality, group or attractions, no such substitution for such personality, group or attraction shall be made without the prior written consent within 48 hours to the LESSOR.

21. INFLAMMABLE LIQUIDS, ETC.

LESSEE shall not, without prior written consent of LESSOR, put up, operate, or permit to be put up or operated any engine or motor or machinery on the premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any other agent than electricity for illuminating the premises.

LESSEE shall not use, nor allow to be used, any open flame without the express written consent of LESSOR.

22. ALCOHOLIC BEVERAGES

LESSOR shall allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in accordance with the State of Mississippi and the City of Jackson laws and ordinances. LESSEE shall assume the responsibility of all parties serving alcohol on the premises, must provide the LESSOR with a copy of the required licenses prior to the event, and must have licenses available to present at any time during the term of this contract.

23. DAMAGE TO PROPERTY

LESSEE shall not injure, deface, or cause may in any manner to said premises. LESSEE will not drive or permit to be driven nails, hooks, tacks, or screws into any part of said buildings and will not make, nor allow to be made, any alterations of any kind therein.

LESSEE agrees that if said premises or any portion of said premises, during the term of this lease, shall be damaged by the act, default or negligence of LESSEE'S agents, employees, patrons, guests, or any person admitted to said premises by said LESSEE, LESSEE shall pay to LESSOR upon demand such sum as shall be necessary to restore said premises to their present condition. LESSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said LESSEE or by or with consent of any person acting for or in behalf of said LESSEE.

LESSEE agrees to have on hand at all times a minimum of 4 venue-approved law enforcement officers to maintain order and to protect persons and property. LESSEE shall at all times have sufficient security provisions for the venue.

24. POSTING OF ADVERTISING

LESSEE agrees not to post or exhibit, nor allow to be posted or exhibited, signs, advertisements, showbills, lithographs, posters or cards of any description, inside or in front or on any part of said premises, except upon the regular billboards provided by LESSOR therefore, and will use, post or exhibit only such signs, advertisements, showbills, lithographs, posters, or cards upon said billboards as relate to the performance or exhibit to be presented in said premises.

LESSEE further agrees to take down and remove forthwith all signs, advertisements, showbills, lithographs, posters or cards of any description objected to by LESSOR, or its representative.

25. CUSTODY OF ARTICLES LEFT ON PREMISES

LESSOR shall have the sole right to collect and have custody of articles left on the premises by persons attending any performance, exhibition or entertainment given or held in the premises, and the LESSEE or any person in the employ of LESSEE shall not collect not interfere with the collection or custody of such articles.

LESSOR reserves the right to remove from premises all effects remaining on said premises after time specified at the expense of LESSEE.

26. RADIO AND TELEVISION RIGHTS

LESSEE shall not enter into any agreements for the granting of radio or television rights or both in connection with the staging of any game, performance or event hereinunder without the prior written consent of LESSOR.

27. PUBLIC ADDRESS ANNOUNCEMENTS

LESSOR reserves the right to make public announcements during intermission and at such time which would not unreasonably interfere with LESSEE'S use of said premises, said public announcements to refer to "future attractions" and other such matters as may pertain to the welfare, safety, health or convenience of those attending the performance or which may be deemed necessary or appropriate by LESSOR. LESSEE is specifically prohibited from making public announcements, other than those which pertain to the event or performance itself, without prior written consent of LESSOR. LESSEE agrees to submit all public-address announcements which LESSEE intends to make in writing. LESSEE agrees that it will not make any public announcements, written or oral, relating to events conducted in other stadiums, arenas or buildings in competition with the leased premises, without the prior written consent of LESSOR.

28. ATTORNEY'S FEES

LESSEE agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

29. EXITING VENUE

LESSEE must remove all belongings and completely exit the venue upon the conclusion of event. No overnight lodging or stay is permitted.

30. ASSIGNMENT OF RIGHTS

LESSEE shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LESSOR.

31. WAIVER OF CLAIMS

LESSEE hereby waives all rights under the Constitution and laws of the State of Mississippi or any state to claim personal property exempt as against any liability, debt or obligation arising under this Rental Contract.

LESSEE hereby agrees that any sum due to said LESSOR from said LESSEE for the use of said premises, or any accommodations, services or materials shall be a first lien on the box office receipts of LESSEE.

32. CONTROL OF FUNDS AND RECEIPTS

LESSEE agrees that the LESSOR is acting to accommodate the LESSEE and for the sole benefit of the LESSEE in the handling, control and custody, and keeping receipts and funds, whether the same are received through the box office or otherwise. LESSOR shall be released from any liability pursuant to the Mississippi Tort Claims Act Section 11-46-1 et. al.

33. EXCULPATORY CLAUSE

LESSOR assumes no responsibility whatsoever for any property placed in the premises, and LESSEE hereby releases and discharges LESSOR from any and all liability for any loss, injury, or damage to person or property including death, that may be sustained by reason of occupancy of said premises under this Rental Contract, including but not limited to such loss, injury, damage or death by reason of plumbing, gas, water, steam, sewage, heating, air conditioning, electrical equipment or other related facilities or the malfunction or lack of function thereof or otherwise. LESSEE assumes all risks of damage to and loss by theft or otherwise of fixtures, appliances or other property of LESSEE'S exhibitors, contestants, performers, or those contracting with LESSEE, as well as agents, employees, patrons, guests, or any person admitted to the premises thereof, and LESSOR is expressly released and discharged from any and all liability for such loss. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises of LESSOR, either prior to, during or subsequent to the use of said premises by LESSEE, LESSOR and its officers, agents, and employees are acting solely for the accommodation of LESSEE and shall not be liable for any loss, damage, or injury to or destruction of such property.

34. VENUE

As to this rental contract, the venue for all matters of litigation, collections, mediation, or investigation and any other conflicting matters lies with any proper court of competent jurisdiction in Hinds County, Mississippi.

35. MATTERS NOT COVERED

LESSEE agrees that any matters not herein expressly provided for shall be in the discretion of the LESSOR or its designated authority.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO:

That all terms and conditions of this written Rental Contract shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this Rental Contract.

IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has caused these presents to be signed by its Mayor and the LESSEE has signed the same in triplicate the day and year first written above.

36. COVID-19 PANDEMIC PROVISIONS

The LESSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LESSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

LESSEE agrees to adhere to and uphold all protocol set forth by the most current Executive Order of the City of Jackson regarding the COVID-19 pandemic. LESSEE agrees to adequately notify all its patron of said protocol.

CITY OF JACKSON, MISSISSIPPI
AS LESSOR:

BY: *Chokwe Antar Lumumba* CPM 2/14/22

Mayor Chokwe Antar Lumumba
City of Jackson, Mississippi

DATE

WITNESS:

Rachel Nel

AS LESSEE:

Gina Beuve
Ballet Magnificat /
Dir Personnel & Operations

11/19/21

DATE

**THALIA MARA HALL
CITY OF JACKSON MUNICIPAL AUDITORIUM
JACKSON, MISSISSIPPI**

LICENSE AGREEMENT

This license agreement, made and entered this 23rd day of December, **2021**, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through the Thalia Mara Hall Manager or his/her designated authority, hereinafter called the LICENSOR, and:

Firm Name: **University of Mississippi Medical Center**
Contact Person: **Lucy Varela-Quintero**
Address: **2500 N. State Street
Jackson, MS 39216**
Phone No.: **(601) 984-5006**
lvarelaquintero@umc.edu

hereinafter called the LICENSEE:

WITNESSETH, that in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements. LICENSOR does hereby devise and license unto LICENSEE and LICENSEE does hereby license and take as LICENSEE, Thalia Mara Hall situated at the corner of Pascagoula and South West Streets in the City of Jackson for the purpose of the following and for no other purpose whatsoever without the express written consent of the LICENSOR:

UMMC School of Medicine Match Day Ceremony

Dates and times of occupancy:

Date: **March 18, 2022**
Commencing at: **11:00 p.m.**
Terminating at: **3:00 p.m.**

(Describe Purpose in Detail)

3/18/22 Performance 11:00 a.m. – 3:00 p.m. 700.00

IT IS MUTUALLY AGREED between the parties as follows:

1. LICENSE

LICENSOR HEREBY AGREES to license the above-named facilities at the base rate of **\$700.00** for the use of licensed space or **0%** of the net-adjusted gross box office receipts (NAGBOR), defined as gross admission receipts less \$3.00 facility fee and any applicable sales tax, with a cap of \$3,000 whichever is greater.

LICENSEE HEREBY AGREES to pay a 15% fee of all merchandise sales from the event.

LICENSEE HEREBY AGREES to pay a restoration fee of \$3.00 per paid ticket, excluding comp tickets.

LICENSEE agrees to pay **\$150.00** with the return of the signed agreement as deposit, and further agrees to additional payments as follows:

\$550.00 no later than **March 4, 2021**, and

Balance of 10% net ticket sales and restoration fee of \$3.00 per ticket is due at intermission.

LICENSEE AGREES TO MAKE SUCH DEPOSITS AND PAYMENTS BY CERTIFIED CHECK, MONEY ORDER, OR COMPANY CHECK (NOT CONSIDERED A PAYMENT UNTIL VERIFICATION OF FUNDS DURING BANKING BUSINESS HOURS)

LICENSEE HEREBY CONVENANTS AND AGREES to pay the LICENSOR at its offices in the said building for the use of the said premises the sum of:

Seven hundred dollars (\$700.00) to be paid as follows: By Company Check, a deposit of **one hundred fifty dollars (\$150.00)** on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and **five hundred fifty dollars (\$550.00)** on or before one o'clock P.M. of **March 4, 2022**;

To pay such sum or sums by Company Check at the office of the Thalia Mara Hall Manager;

To pay said LICENSOR on demand any sum which may be due to said LICENSOR for addition services, accommodations or material furnished or lent to said LICENSEE, as stated therein;

To cause the said premises to be kept clean and generally cared for during the said term;

To quit and surrender up said premises to the LICENSOR at the end of the said term in the same condition as it was at the date of the commencement of this license, ordinary use and wear expected; and

To abide by and conform with all rules and regulations from time to time adopted or prescribed by the LICENSOR for the management of said facilities.

2. ADDITIONAL FEE FOR SERVICES, EQUIPMENT, MATERIALS, ETC.

LICENSEE HEREBY COVENANTS AND AGREES to pay for all personnel, services, equipment and materials required for the presentation of this event.

LICENSEE is required to use the services of IATSE union, booked through the venue Stage Manager.

3. SUBSEQUENT REQUESTS BY LICENSEE

LICENSEE, over the signature solely of such authorized officer as executes this license on behalf of LICENSEE, may issue additional requests of the LICENSOR subject, however, to the discretion and approval of LICENSOR, the compliance with or performance of, such request to be at the sole expense of LICENSEE.

4. COMPLIMENTARY TICKETS

LICENSEE agrees to deliver to LICENSOR or its duly authorized agent, free of charge, N/A admission tickets for each performance on the premises that is open to the public and trade during the term of this license.

5. COMPLIANCE WITH LAWS

Said LICENSEE shall comply with all laws of the United States and the State of Mississippi, all ordinances of the City of Jackson, Mississippi, and all rules and regulations of the Police and Fire Departments, or other municipal authorities of the City of Jackson, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this license in violation of any such laws, ordinances, rules or regulations. If the attention of said LICENSEE is called to any such violation on the part of the LICENSEE, or of any person employed by or admitted to said premises by said LICENSEE, such LICENSEE will immediately desist from and correct such violation.

6. ACCEPTANCE OF SAID PREMISES

LICENSEE represents and warrants that it has inspected the licensed premises and equipment to the extent LICENSEE deems necessary, and that same are in proper condition and adequate for the uses contemplated by LICENSEE.

7. VACANCY

If any part of the said premises shall become vacant during the term hereof, LICENSOR or its representative may reenter the same by any necessary means without being liable. The LICENSOR may, at its option, relicense the premises as the agent of the LICENSEE and receive the license fee. LICENSOR will apply the license fee and proceeds first to payment of such expenses as may be incurred in reentering and relicensing the said premises, and second, to the payment of fees, additional fees or other amounts due LICENSOR hereinunder, and the surplus, if any, shall be paid over to the LICENSEE. LICENSEE covenants and agrees to pay LICENSOR, on demand the balance, if any, of the fees herein agreed to be paid remaining after deducting the net fees resulting from such relicensing, but nothing herein contained shall be construed as imposing any obligation on LICENSOR to so relicense or attempt to relicense said premises or in any way affect the obligation of LICENSEE to pay the full amount of said license in the event the premises shall be so relicensed.

8. USE OF REMAINDER OF PREMISES

LICENSEE understands and agrees that during the term of this license, LICENSOR may use or permit to use or cause to be used for other LICENSEES any portion of the premises not licensed to LICENSEE. LICENSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this License Agreement.

9. CONTROL OF PREMISES

The premises, including the keys thereto, shall at all times be under the sole and exclusive charge and control of LICENSOR.

10. UTILITIES

LICENSOR agrees to furnish, at its own expense, general lighting from its permanent fixtures and water for normal usage as now installed in the facility, accidents and unavoidable delays excepted.

11. USE OF PREMISES

LICENSEE shall indemnify to the extent allowed by law and hold LICENSOR harmless from all loss, cost and expense arising out of any liability or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by reason of the use or occupancy of the facilities and premises hereinabove described, whether such use is authorized or not, by any act or omission of LICENSEE or any of its officers, agents, employees, guests, patrons, or invitees and also, LICENSEE shall pay for any and all damage to the property of LICENSOR, or loss or theft of such property, done or caused by such persons.

12. INSURANCE

As a condition precedent of the leasing of the above described facilities and premises and to the LICENSEE's taking possession of said premises and facilities, LICENSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this License Agreement with the CITY OF JACKSON and THALIA MARA HALL named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

LICENSEE must provide to LICENSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and THALIA MARA HALL are named as additional insureds.

LICENSEE HEREBY additionally agrees that the presence of Police Officers, Fire Officers, Inspectors or Representatives of the City of Jackson shall in no way or manner diminish or affect the duties, obligations, or responsibilities of LICENSEE.

13. CONCESSIONS

LICENSEE specifically has the right to all concessions, including but not limited to confections, beverages, food, souvenirs, coat checking, programs, parking and taxi cabs. LICENSEE, or any artist(s) performing pursuant to the License Agreement shall be required to deal with LICENSOR regarding the selling of souvenir programs, records, tapes or other such items, or the authorized representative of LICENSOR which shall be N/A. LICENSEE shall provide LICENSOR not less than five (5) days written notice prior to any performance at which LICENSEE plans to vend items for sale, and provide contact information for vendor, along with any and all required documentation.

LICENSEE shall not provide, furnish, or arrange for food and/or beverages except as permitted by LICENSOR and then only in strict accordance with the catering policies of LICENSOR. LICENSEE shall not sell or dispense food, drink, or other article without the prior consent of LICENSOR. If LICENSEE intends to vend food/beverage, LICENSEE must provide Certificate of Insurance, in the same manner as described above under "INSURANCE" and obtain at its own expense a Comprehensive General Liability Insurance Policy for Food and Beverage including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this License Agreement with the CITY OF JACKSON and THALIA MARA HALL names as additional insured on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

Concessions, including all food and beverage, is strictly forbidden from inside the theatre. If the LICENSEE wants to have concessions allowed into the theatre with patrons, LICENSEE must have the theatre professionally cleaned after the event, by a contractor that is designated and contracted through the City of Jackson. For events with additional stage clean-up resulting from the expressed (but not limited to) – confetti, liquid substance, or streamers – the designated contractor must be utilized for such cleanup.

14. HAZARDS

LICENSEE shall not do nor permit to be done anything in or upon the premises or bring or keep therein or thereon, which in any way increases the conditions of any insurance policy upon the facilities or any part thereof, or in any way increase the rate of fire or public liability insurance upon the facilities or upon property kept therein or in any way conflict with ordinances of the City of Jackson or in any way obstruct or interfere with rights of other tenant's under LICENSOR'S control or which would cause injury or annoy such other tenants in any manner.

15. DISASTERS

LICENSEE agrees that in the event of a disaster or emergency signal, or imminence of a disaster or emergency of any kind or nature whatsoever, LICENSOR shall have the right as it may determine in its sole discretion, to suspend or terminate any performance in progress, to alter the lighting of the premises, to vacate the premises or to take such other action for such duration as LICENSOR, in its discretion may deem necessary or appropriate in accordance with federal, state, and municipal emergency laws.

16. FORCE MAJEUR

LICENSOR and LICENSEE shall be excused from performance of any or all of its obligations hereinunder in the extent and for the time such performance is rendered impossible or impractical due to acts of God, labor unrest, war, riot, civil disturbance, epidemics, pandemics or any other cause beyond the reasonable control of LICENSOR.

17. TICKET SALES AND ADMISSION FEES

LICENSOR reserves the right to operate the box office at the Thalia Mara Hall on behalf of LICENSEE for which service LICENSEE shall pay the cost of ticketing services provided by box office management, which is Ticketland. LICENSOR reserves the right to have all necessary tickets printed at the expense of and in accordance with instructions of LICENSEE. LICENSOR will furnish LICENSEE with a printers' manifest and will retain possession of the tickets received by it until such time agreed upon for the box office sale to begin, including advance sale of tickets if so desired, and will furnish LICENSEE with a complete transcription of ticket sales at time of settlement with LICENSEE.

LICENSEE is responsible for providing documentation (face of contract or other artifact) that the specified acts for the aforementioned event have been booked for our venue at the time and date listed in this contract. LICENSEE will provide such documentation before the event is to go on-sale to the public. If LICENSEE does not provide adequate documentation, LICENSOR reserves the right to terminate this contract.

18. CANCELLATION

Should LICENSEE desire to cancel this License Agreement for any reason other than a Force Majeur event, all deposit monies shall become the sole property of LICENSOR. LICENSEE hereby agrees to reimburse LICENSOR for any and all expenses incurred by LICENSOR on behalf of LICENSEE for such cancellation.

19. CAPACITY, INGRESS, EGRESS, ETC.

LICENSEE shall not violate the Municipal Fire Code and/or Ordinance as to the occupancy limit and seating capacity as to said premises so that the persons may safely or freely move about in said licensed areas, and the decision of LICENSOR in this respect shall be final in accordance with the applicable laws and/or ordinances and regulations.

LICENSEE agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of said building shall be obstructed by LICENSEE or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by LICENSEE. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

LICENSEE agrees that no chair or moveable seat will be permitted to be or remain in the passageways or aisles, and will keep said passageways clear at all times.

20. SUBSTITUTION OF PERSONALITIES

LICENSEE agrees that in the event the performance(s) contemplated under this License Agreement shall involve the personal appearance of such specific personality, group or attractions, no such substitution for such personality, group or attraction shall be made without the prior written consent within 48 hours to the LICENSOR.

21. INFLAMMABLE LIQUIDS, ETC.

LICENSEE shall not, without prior written consent of LICENSOR, put up, operate, or permit to be put up or operated any engine or motor or machinery on the premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any other agent than electricity for illuminating the premises.

LICENSEE shall not use, nor allow to be used, any open flame without the express written consent of LICENSOR.

22. ALCOHOLIC BEVERAGES

LICENSOR shall allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in accordance with the State of Mississippi and the City of Jackson laws and ordinances. LICENSEE shall assume the responsibility of all parties serving alcohol on the premises, must provide the LICENSOR with a copy of the required licenses prior to the event, and must have licenses available to present at any time during the term of this contract.

23. DAMAGE TO PROPERTY

LICENSEE shall not injure, deface, or cause may in any manner to said premises. LICENSEE will not drive or permit to be driven nails, hooks, tacks, or screws into any part of said buildings and will not make, nor allow to be made, any alterations of any kind therein.

LICENSEE agrees that if said premises or any portion of said premises, during the term of this license, shall be damaged by the act, default or negligence of LICENSEE'S agents, employees, patrons, guests, or any person admitted to said premises by said LICENSEE, LICENSEE shall pay to LICENSOR upon demand such sum as shall be necessary to restore said premises to their present condition. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said LICENSEE or by or with consent of any person acting for or in behalf of said LICENSEE.

LICENSEE agrees to have on hand at all times a minimum of 4 venue-approved law enforcement officers to maintain order and to protect persons and property. LICENSEE shall at all times have sufficient security provisions for the venue.

24. POSTING OF ADVERTISING

LICENSEE agrees not to post or exhibit, nor allow to be posted or exhibited, signs, advertisements, showbills, lithographs, posters or cards of any description, inside or in front or on any part of said premises, except upon the regular billboards provided by LICENSOR therefore, and will use, post or exhibit only such signs, advertisements, showbills, lithographs, posters, or cards upon said billboards as relate to the performance or exhibit to be presented in said premises.

LICENSEE further agrees to take down and remove forthwith all signs, advertisements, showbills, lithographs, posters or cards of any description objected to by LICENSOR, or its representative.

25. CUSTODY OF ARTICLES LEFT ON PREMISES

LICENSOR shall have the sole right to collect and have custody of articles left on the premises by persons attending any performance, exhibition or entertainment given or held in the premises, and the LICENSEE or any person in the employ of LICENSEE shall not collect not interfere with the collection or custody of such articles.

LICENSOR reserves the right to remove from premises all effects remaining on said premises after time specified at the expense of LICENSEE.

26. RADIO AND TELEVISION RIGHTS

LICENSEE shall not enter into any agreements for the granting of radio or television rights or both in connection with the staging of any game, performance or event hereinunder without the prior written consent of LICENSOR.

27. PUBLIC ADDRESS ANNOUNCEMENTS

LICENSOR reserves the right to make public announcements during intermission and at such time which would not unreasonably interfere with LICENSEE'S use of said premises, said public announcements to refer to "future attractions" and other such matters as may pertain to the welfare, safety, health or convenience of those attending the performance or which may be deemed necessary or appropriate by LICENSOR. LICENSEE is specifically prohibited from making public announcements, other than those which pertain to the event or performance itself, without prior written consent of LICENSOR. LICENSEE agrees to submit all public-address announcements which LICENSEE intends to make in writing. LICENSEE agrees that it will not make any public announcements, written or oral, relating to events conducted in other stadiums, arenas or buildings in competition with the licensed premises, without the prior written consent of LICENSOR.

28. EXITING VENUE

LICENSEE must remove all belongings and completely exit the venue upon the conclusion of event. No overnight lodging or stay is permitted.

29. ASSIGNMENT OF RIGHTS

LICENSEE shall not assign this license, nor suffer any use of said premises, other than herein specified, nor sublicense the same premises, or any part thereof, without the express written consent of LICENSOR.

30. WAIVER OF CLAIMS

To the extent authorized by applicable law, LICENSEE hereby waives all rights under the Constitution and laws of the State of Mississippi or any state to claim personal property exempt as against any liability, debt or obligation arising under this License Agreement.

LICENSEE hereby agrees that any sum due to said LICENSOR from said LICENSEE for the use of said premises, or any accommodations, services or materials shall be a first lien on the box office receipts of LICENSEE.

31. CONTROL OF FUNDS AND RECEIPTS

LICENSEE agrees that the LICENSOR is acting to accommodate the LICENSEE and for the sole benefit of the LICENSEE in the handling, control and custody, and keeping receipts and funds, whether the same are received through the box office or otherwise. LICENSOR shall be released from any liability pursuant to the Mississippi Tort Claims Act Section 11-46-1 et. al.

32. EXCULPATORY CLAUSE

LICENSOR assumes no responsibility whatsoever for any property placed in the premises, and LICENSEE hereby releases and discharges LICENSOR from any and all liability for any loss, injury, or damage to person or property including death, that may be sustained by reason of occupancy of said premises under this License Agreement, including but not limited to such loss, injury, damage or death by reason of plumbing, gas, water, steam, sewage, heating, air conditioning, electrical equipment or other related facilities or the malfunction or lack of function thereof or otherwise. LICENSEE assumes all risks of damage to and loss by theft or otherwise of fixtures, appliances or other property of LICENSEE'S exhibitors, contestants, performers, or those contracting with LICENSEE, as well as agents, employees, patrons, guests, or any person admitted to the premises thereof, and LICENSOR is expressly released and discharged from any and all liability for such loss. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises of LICENSOR, either prior to, during or subsequent to the use of said premises by LICENSEE, LICENSOR and its officers, agents, and employees are acting solely for the accommodation of LICENSEE and shall not be liable for any loss, damage, or injury to or destruction of such property.

33. VENUE

As to this license agreement, the venue for all matters of litigation, collections, mediation, or investigation and any other conflicting matters lies with any proper court of competent jurisdiction in Hinds County, Mississippi.

34. MATTERS NOT COVERED

LICENSEE agrees that any matters not herein expressly provided for shall be in the discretion of the LICENSOR or its designated authority.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO:

That all terms and conditions of this written License Agreement shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this License Agreement.

IN WITNESS WHEREOF, the LICENSOR, the City of Jackson, has caused these presents to be signed by its Mayor and the LICENSEE has signed the same in triplicate the day and year first written above.

35. COVID-19 PANDEMIC PROVISIONS

The LICENSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LICENSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

LICENSEE agrees to adhere to and uphold all protocol set forth by the most current Executive Order of the City of Jackson regarding the COVID-19 pandemic. LICENSEE agrees to adequately notify all its patron of said protocol.

36. GOVERNMENTAL ENTITY

LICENSOR recognizes and acknowledges that LICENSEE, as a political subdivision of the State of Mississippi, is entering this agreement, including the provisions thereof, only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of the Agreement that is in any respect not authorized by or is inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is invalid.

37. SEVERABILITY

If any provision of the Agreement shall be deemed to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

CITY OF JACKSON, MISSISSIPPI
AS LICENSOR:

BY:

 *CPM* 2/14/22

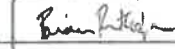
Mayor Chokwe Antar Lumumba
City of Jackson, Mississippi

DATE

WITNESS:

AS LICENSEE:

DocuSigned by:



Brian Rutledge, PhD/ Chief of Staff

12/28/2021

DATE

**THALIA MARA HALL
CITY OF JACKSON MUNICIPAL AUDITORIUM
JACKSON, MISSISSIPPI**

RENTAL CONTRACT

This lease, made and entered this **15th** day of **December, 2021**, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through the Thalia Mara Hall Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **Ardenland**

Contact Person: **Arden Barnett**

Address: **2906 North State Street
Jackson, MS 39216**

Phone No.: **(601) 292-7121**

Email: [**ardenland@me.com**](mailto:ardenland@me.com)

hereinafter called the LESSEE:

WITNESSETH, that in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements. LESSOR does hereby devise and lease unto LESSEE and LESSEE does hereby rent and take as LESSEE, Thalia Mara Hall situated at the corner of Pascagoula and South West Streets in the City of Jackson for the purpose of the following and for no other purpose whatsoever without the express written consent of the LESSOR:

REO Speedwagon

Date and times of occupancy:

Date: **March 19, 2022**

Commencing at: **7:30 p.m.**

Terminating at: **11:30 p.m.**

(Describe Purpose in Detail)

3/19/22	Performance Concessions	7:30 p.m. – 11:30 p.m.	1200.00
			<u>50.00</u>
			1250.00

IT IS MUTUALLY AGREED between the parties as follows:

1. RENTAL

LESSOR HEREBY AGREES to rent the above-named facilities at the base rental of **\$1250.00** for the use of lease space or **10%** of the net-adjusted gross box office receipts (NAGBOR), defined as gross admission receipts less \$3.00 facility fee and any applicable sales tax, with a cap of \$3,000 whichever is greater.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per paid ticket, excluding comp tickets.

LESSEE agrees to pay **\$500.00** with the return of the signed agreement as deposit, and further agrees to additional payments as follows:

\$750.00 no later than **March 4, 2022**, and

Balance of 10% net ticket sales and restoration fee of \$3.00 per ticket is due at intermission.

LESSEE AGREES TO MAKE SUCH DEPOSITS AND PAYMENTS BY CERTIFIED CHECK, MONEY ORDER, OR COMPANY CHECK (NOT CONSIDERED A PAYMENT UNTIL VERIFICATION OF FUNDS DURING BANKING BUSINESS HOURS)

LESSEE HEREBY CONVENANTS AND AGREES to pay the LESSOR at its offices in the said building for the use of the said premises the sum of:

One thousand two hundred fifty dollars (\$1250.00) to be paid as follows: By Company Check, a deposit of **five hundred dollars (\$500.00)** on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and **seven hundred fifty dollars (\$750.00)** on or before one o'clock P.M. of **March 4, 2022**;

To pay such sum or sums by Company Check at the office of the Thalia Mara Hall Manager;

To pay said LESSOR on demand any sum which may be due to said LESSOR for addition services, accommodations or material furnished or lent to said LESSEE, as stated therein;

To cause the said premises to be kept clean and generally cared for during the said term;

To quit and surrender up said premises to the LESSOR at the end of the said term in the same condition as it was at the date of the commencement of this lease, ordinary use and wear expected; and

To abide by and conform with all rules and regulations from time to time adopted or prescribed by the LESSOR for the management of said facilities.

2. ADDITIONAL RENTAL FOR SERVICES, EQUIPMENT, MATERIALS, ETC.

LESSEE HEREBY COVENANTS AND AGREES to pay for all personnel, services, equipment and materials required for the presentation of this event.

LESSEE is required to use the services of IATSE union, booked through the venue Stage Manager.

3. SUBSEQUENT REQUESTS BY LESSEE

LESSEE, over the signature solely of such authorized officer as executes this lease on behalf of LESSEE, may issue additional requests of the LESSOR subject, however, to the discretion and approval of LESSOR, the compliance with or performance of, such request to be at the sole expense of LESSEE.

4. COMPLIMENTARY TICKETS

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, _____ admission tickets for each performance on the premises that is open to the public and trade during the term of this lease.

5. COMPLIANCE WITH LAWS

Said LESSEE shall comply with all laws of the United States and the State of Mississippi, all ordinances of the City of Jackson, Mississippi, and all rules and regulations of the Police and Fire Departments, or other municipal authorities of the City of Jackson, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or regulations. If the attention of said LESSEE is called to any such violation on the part of the LESSEE, or of any person employed by or admitted to said premises by said LESSEE, such LESSEE will immediately desist from and correct such violation.

6. ACCEPTANCE OF SAID PREMISES

LESSEE represents and warrants that it has inspected the leased premises and equipment to the extent LESSEE deems necessary, and that same are in proper condition and adequate for the uses contemplated by LESSEE.

7. VACANCY

If any part of the said premises shall become vacant during the term hereof, LESSOR or its representative may reenter the same by any necessary means without being liable. The LESSOR may, at its option, relet the premises as the agent of the LESSEE and receive the rent. LESSOR will apply the rent and proceeds first to payment of such expenses as may be incurred in reentering and reletting the said premises, and second, to the payment of rent, additional rental or other amounts due LESSOR hereunder, and the surplus, if any, shall be paid over to the LESSEE. LESSEE covenants and agrees to pay LESSOR, on demand the balance, if any, of the rent herein agreed to be paid remaining after deducting the net rental resulting from such reletting, but nothing herein contained shall be construed as imposing any obligation on LESSOR to so relet or attempt to relet said premises or in any way affect the obligation of LESSEE to pay the full amount of said rental in the event the premises shall be so relet.

8. USE OF REMAINDER OF PREMISES

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

9. CONTROL OF PREMISES

The premises, including the keys thereto, shall at all times be under the sole and exclusive charge and control of LESSOR.

10. UTILITIES

LESSOR agrees to furnish, at its own expense, general lighting from its permanent fixtures and water for normal usage as now installed in the facility, accidents and unavoidable delays excepted.

11. USE OF PREMISES

LESSEE shall indemnify and hold LESSOR harmless from all loss, cost and expense arising out of any liability or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by reason of the use or occupancy of the facilities and premises hereinabove described, whether such use is authorized or not, by any act or omission of LESSEE or any of its officers, agents, employees, guests, patrons, or invitees and also, LESSEE shall pay for any and all damage to the property of LESSOR, or loss or theft of such property, done or caused by such persons.

12. INSURANCE

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE's taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and THALIA MARA HALL are named as additional insureds.

LESSEE HEREBY additionally agrees that the presence of Police Officers, Fire Officers, Inspectors or Representatives of the City of Jackson shall in no way or manner diminish or affect the duties, obligations, or responsibilities of LESSEE.

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LESSEE shall not provide, furnish, or arrange for food and/or beverages except as permitted by LESSOR and then only in strict accordance with the catering policies of LESSOR. LESSEE shall not sell or dispense food, drink, or other article without the prior consent of LESSOR. If LESSEE intends to vend food/beverage, LESSEE must provide Certificate of Insurance, in the same manner as described above under "INSURANCE" and obtain at its own expense a Comprehensive General Liability Insurance Policy for Food and Beverage including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL names as additional insured on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

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LESSEE agrees that in the event of a disaster or emergency signal, or imminence of a disaster or emergency of any kind or nature whatsoever, LESSOR shall have the right as it may determine in its sole discretion, to suspend or terminate any performance in progress, to alter the lighting of the premises, to vacate the premises or to take such other action for such duration as LESSOR, in its discretion may deem necessary or appropriate in accordance with federal, state, and municipal emergency laws.

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LESSOR shall be excused from performance of any or all of its obligations hereinunder in the extent and for the time such performance is rendered impossible or impractical due to acts of God, labor unrest, war, riot, civil disturbance, or any other cause beyond the reasonable control of LESSOR.

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Should LESSEE desire to cancel this Rental Contract, all deposit monies shall become the sole property of LESSOR. LESSEE hereby agrees to reimburse LESSOR for any and all expenses incurred by LESSOR on behalf of LESSEE for such cancellation.

19. CAPACITY, INGRESS, EGRESS, ETC.

LESSEE shall not violate the Municipal Fire Code and/or Ordinance as to the occupancy limit and seating capacity as to said premises so that the persons may safely or freely move about in said rented areas, and the decision of LESSOR in this respect shall be final in accordance with the applicable laws and/or ordinances and regulations.

LESSEE agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by Lessee. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

LESSEE agrees that no chair or moveable seat will be permitted to be or remain in the passageways or aisles, and will keep said passageways clear at all times.

20. SUBSTITUTION OF PERSONALITIES

LESSEE agrees that in the event the performance(s) contemplated under this Rental Contract shall involve the personal appearance of such specific personality, group or attractions, no such substitution for such personality, group or attraction shall be made without the prior written consent within 48 hours to the LESSOR.

21. INFLAMMABLE LIQUIDS, ETC.

LESSEE shall not, without prior written consent of LESSOR, put up, operate, or permit to be put up or operated any engine or motor or machinery on the premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any other agent than electricity for illuminating the premises.

LESSEE shall not use, nor allow to be used, any open flame without the express written consent of LESSOR.

22. ALCOHOLIC BEVERAGES

LESSOR shall allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in accordance with the State of Mississippi and the City of Jackson laws and ordinances. LESSEE shall assume the responsibility of all parties serving alcohol on the premises, must provide the LESSOR with a copy of the required licenses prior to the event, and must have licenses available to present at any time during the term of this contract.

23. DAMAGE TO PROPERTY

LESSEE shall not injure, deface, or cause may in any manner to said premises. LESSEE will not drive or permit to be driven nails, hooks, tacks, or screws into any part of said buildings and will not make, nor allow to be made, any alterations of any kind therein.

LESSEE agrees that if said premises or any portion of said premises, during the term of this lease, shall be damaged by the act, default or negligence of LESSEE'S agents, employees, patrons, guests, or any person admitted to said premises by said LESSEE, LESSEE shall pay to LESSOR upon demand such sum as shall be necessary to restore said premises to their present condition. LESSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said LESSEE or by or with consent of any person acting for or in behalf of said LESSEE.

LESSEE agrees to have on hand at all times a minimum of 4 venue-approved law enforcement officers to maintain order and to protect persons and property. LESSEE shall at all times have sufficient security provisions for the venue.

24. POSTING OF ADVERTISING

LESSEE agrees not to post or exhibit, nor allow to be posted or exhibited, signs, advertisements, showbills, lithographs, posters or cards of any description, inside or in front or on any part of said premises, except upon the regular billboards provided by LESSOR therefore, and will use, post or exhibit only such signs, advertisements, showbills, lithographs, posters, or cards upon said billboards as relate to the performance or exhibit to be presented in said premises.

LESSEE further agrees to take down and remove forthwith all signs, advertisements, showbills, lithographs, posters or cards of any description objected to by LESSOR, or its representative.

25. CUSTODY OF ARTICLES LEFT ON PREMISES

LESSOR shall have the sole right to collect and have custody of articles left on the premises by persons attending any performance, exhibition or entertainment given or held in the premises, and the LESSEE or any person in the employ of LESSEE shall not collect not interfere with the collection or custody of such articles.

LESSOR reserves the right to remove from premises all effects remaining on said premises after time specified at the expense of LESSEE.

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LESSEE shall not enter into any agreements for the granting of radio or television rights or both in connection with the staging of any game, performance or event hereinunder without the prior written consent of LESSOR.

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LESSEE agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

29. EXITING VENUE

LESSEE must remove all belongings and completely exit the venue upon the conclusion of event. No overnight lodging or stay is permitted.

30. ASSIGNMENT OF RIGHTS

LESSEE shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LESSOR.

31. WAIVER OF CLAIMS

LESSEE hereby waives all rights under the Constitution and laws of the State of Mississippi or any state to claim personal property exempt as against any liability, debt or obligation arising under this Rental Contract.

LESSEE hereby agrees that any sum due to said LESSOR from said LESSEE for the use of said premises, or any accommodations, services or materials shall be a first lien on the box office receipts of LESSEE.

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33. EXCULPATORY CLAUSE

LESSOR assumes no responsibility whatsoever for any property placed in the premises, and LESSEE hereby releases and discharges LESSOR from any and all liability for any loss, injury, or damage to person or property including death, that may be sustained by reason of occupancy of said premises under this Rental Contract, including but not limited to such loss, injury, damage or death by reason of plumbing, gas, water, steam, sewage, heating, air conditioning, electrical equipment or other related facilities or the malfunction or lack of function thereof or otherwise. LESSEE assumes all risks of damage to and loss by theft or otherwise of fixtures, appliances or other property of LESSEE'S exhibitors, contestants, performers, or those contracting with LESSEE, as well as agents, employees, patrons, guests, or any person admitted to the premises thereof, and LESSOR is expressly released and discharged from any and all liability for such loss. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises of LESSOR, either prior to, during or subsequent to the use of said premises by LESSEE, LESSOR and its officers, agents, and employees are acting solely for the accommodation of LESSEE and shall not be liable for any loss, damage, or injury to or destruction of such property.

34. VENUE

As to this rental contract, the venue for all matters of litigation, collections, mediation, or investigation and any other conflicting matters lies with any proper court of competent jurisdiction in Hinds County, Mississippi.

35. MATTERS NOT COVERED

LESSEE agrees that any matters not herein expressly provided for shall be in the discretion of the LESSOR or its designated authority.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO:

That all terms and conditions of this written Rental Contract shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this Rental Contract.

IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has caused these present to be signed by its Mayor and the LESSEE has signed the same in triplicate the day and year first written above.

36. COVID-19 PANDEMIC PROVISIONS

The LESSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LESSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

LESSEE agrees to adhere to and uphold all protocol set forth by the most current Executive Order of the City of Jackson regarding the COVID-19 pandemic. LESSEE agrees to adequately notify all its patron of said protocol.

CITY OF JACKSON, MISSISSIPPI
AS LESSOR:

BY:

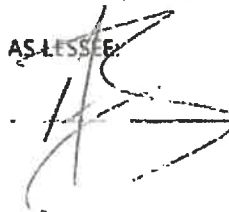
 CRM 2/14/22

Mayor Chokwe Antar Lumumba
City of Jackson, Mississippi

DATE

WITNESS:

AS LESSEE:

 12/15/21

DATE

**THALIA MARA HALL
CITY OF JACKSON MUNICIPAL AUDITORIUM
JACKSON, MISSISSIPPI**

RENTAL CONTRACT

This lease, made and entered this **21st** day of **December, 2021**, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through the Thalia Mara Hall Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **Ardenland**

Contact Person: **Arden Barnett**

Address: **2906 North State Street
Jackson, MS 39216**

Phone No.: **(601) 292-7121**

Email: ardenland@me.com

hereinafter called the LESSEE:

WITNESSETH, that in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements. LESSOR does hereby devise and lease unto LESSEE and LESSEE does hereby rent and take as LESSEE, Thalia Mara Hall situated at the corner of Pascagoula and South West Streets in the City of Jackson for the purpose of the following and for no other purpose whatsoever without the express written consent of the LESSOR:

Lyle Lovett and His Acoustic Group

Date and times of occupancy:

Date: **March 21, 2022**

Commencing at: **8:00 p.m.**

Terminating at: **12:00 a.m.**

(Describe Purpose in Detail)

3/21/22	Performance	8:00 p.m. – 12:00 a.m.	1200.00
	Concessions		<u>50.00</u>
			1250.00

IT IS MUTUALLY AGREED between the parties as follows:

1. RENTAL

LESSOR HEREBY AGREES to rent the above-named facilities at the base rental of **\$1250.00** for the use of lease space or **10%** of the net-adjusted gross box office receipts (NAGBOR), defined as gross admission receipts less \$3.00 facility fee and any applicable sales tax, with a cap of \$3,000 whichever is greater.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per paid ticket, excluding comp tickets.

LESSEE agrees to pay **\$500.00** with the return of the signed agreement as deposit, and further agrees to additional payments as follows:

\$750.00 no later than **March 4, 2022**, and

Balance of 10% net ticket sales and restoration fee of \$3.00 per ticket is due at intermission.

LESSEE AGREES TO MAKE SUCH DEPOSITS AND PAYMENTS BY CERTIFIED CHECK, MONEY ORDER, OR COMPANY CHECK (NOT CONSIDERED A PAYMENT UNTIL VERIFICATION OF FUNDS DURING BANKING BUSINESS HOURS)

LESSEE HEREBY CONVENANTS AND AGREES to pay the LESSOR at its offices in the said building for the use of the said premises the sum of:

One thousand two hundred fifty dollars (\$1250.00) to be paid as follows: By Company Check, a deposit of **five hundred dollars (\$500.00)** on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and **seven hundred fifty dollars (\$750.00)** on or before one o'clock P.M. of **March 4, 2022**;

To pay such sum or sums by Company Check at the office of the Thalia Mara Hall Manager;

To pay said LESSOR on demand any sum which may be due to said LESSOR for addition services, accommodations or material furnished or lent to said LESSEE, as stated therein;

To cause the said premises to be kept clean and generally cared for during the said term;

To quit and surrender up said premises to the LESSOR at the end of the said term in the same condition as it was at the date of the commencement of this lease, ordinary use and wear expected; and

To abide by and conform with all rules and regulations from time to time adopted or prescribed by the LESSOR for the management of said facilities.

2. ADDITIONAL RENTAL FOR SERVICES, EQUIPMENT, MATERIALS, ETC.

LESSEE HEREBY COVENANTS AND AGREES to pay for all personnel, services, equipment and materials required for the presentation of this event.

LESSEE is required to use the services of IATSE union, booked through the venue Stage Manager.

3. SUBSEQUENT REQUESTS BY LESSEE

LESSEE, over the signature solely of such authorized officer as executes this lease on behalf of LESSEE, may issue additional requests of the LESSOR subject, however, to the discretion and approval of LESSOR, the compliance with or performance of, such request to be at the sole expense of LESSEE.

4. COMPLIMENTARY TICKETS

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, _____ admission tickets for each performance on the premises that is open to the public and trade during the term of this lease.

5. COMPLIANCE WITH LAWS

Said LESSEE shall comply with all laws of the United States and the State of Mississippi, all ordinances of the City of Jackson, Mississippi, and all rules and regulations of the Police and Fire Departments, or other municipal authorities of the City of Jackson, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or regulations. If the attention of said LESSEE is called to any such violation on the part of the LESSEE, or of any person employed by or admitted to said premises by said LESSEE, such LESSEE will immediately desist from and correct such violation.

6. ACCEPTANCE OF SAID PREMISES

LESSEE represents and warrants that it has inspected the leased premises and equipment to the extent LESSEE deems necessary, and that same are in proper condition and adequate for the uses contemplated by LESSEE.

7. VACANCY

If any part of the said premises shall become vacant during the term hereof, LESSOR or its representative may reenter the same by any necessary means without being liable. The LESSOR may, at its option, relet the premises as the agent of the LESSEE and receive the rent. LESSOR will apply the rent and proceeds first to payment of such expenses as may be incurred in reentering and reletting the said premises, and second, to the payment of rent, additional rental or other amounts due LESSOR hereunder, and the surplus, if any, shall be paid over to the LESSEE. LESSEE covenants and agrees to pay LESSOR, on demand the balance, if any, of the rent herein agreed to be paid remaining after deducting the net rental resulting from such reletting, but nothing herein contained shall be construed as imposing any obligation on LESSOR to so relet or attempt to relet said premises or in any way affect the obligation of LESSEE to pay the full amount of said rental in the event the premises shall be so relet.

8. USE OF REMAINDER OF PREMISES

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

9. CONTROL OF PREMISES

The premises, including the keys thereto, shall at all times be under the sole and exclusive charge and control of LESSOR.

10. UTILITIES

LESSOR agrees to furnish, at its own expense, general lighting from its permanent fixtures and water for normal usage as now installed in the facility, accidents and unavoidable delays excepted.

11. USE OF PREMISES

LESSEE shall indemnify and hold LESSOR harmless from all loss, cost and expense arising out of any liability or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by reason of the use or occupancy of the facilities and premises hereinabove described, whether such use is authorized or not, by any act or omission of LESSEE or any of its officers, agents, employees, guests, patrons, or invitees and also, LESSEE shall pay for any and all damage to the property of LESSOR, or loss or theft of such property, done or caused by such persons.

12. INSURANCE

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE's taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and THALIA MARA HALL are named as additional insureds.

LESSEE HEREBY additionally agrees that the presence of Police Officers, Fire Officers, Inspectors or Representatives of the City of Jackson shall in no way or manner diminish or affect the duties, obligations, or responsibilities of LESSEE.

13. CONCESSIONS

LESSEE specifically has the right to all concessions, including but not limited to confections, beverages, food, souvenirs, coat checking, programs, parking and taxi cabs. LESSEE, or any artist(s) performing pursuant to the Rental Contract shall be required to deal with LESSOR regarding the selling of souvenir programs, records, tapes or other such items, or the authorized representative of LESSOR which shall be _____. LESSEE shall provide LESSOR not less than five (5) days written notice prior to any performance at which LESSEE plans to vend items for sale, and provide contact information for vendor, along with any and all required documentation.

LESSEE shall not provide, furnish, or arrange for food and/or beverages except as permitted by LESSOR and then only in strict accordance with the catering policies of LESSOR. LESSEE shall not sell or dispense food, drink, or other article without the prior consent of LESSOR. If LESSEE intends to vend food/beverage, LESSEE must provide Certificate of Insurance, in the same manner as described above under "INSURANCE" and obtain at its own expense a Comprehensive General Liability Insurance Policy for Food and Beverage including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL names as additional insured on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

Concessions, including all food and beverage, is strictly forbidden from inside the theatre. If the LESSEE wants to have concessions allowed into the theatre with patrons, LESSEE must have the theatre professionally cleaned after the event, by a contractor that is designated and contracted through the City of Jackson. For events with additional stage clean-up resulting from the expressed (but not limited to) – confetti, liquid substance, or streamers – the designated contractor must be utilized for such cleanup.

14. HAZARDS

LESSEE shall not do nor permit to be done anything in or upon the premises or bring or keep therein or thereon, which in any way increases the conditions of any insurance policy upon the facilities or any part thereof, or in any way increase the rate of fire or public liability insurance upon the facilities or upon property kept therein or in any way conflict with ordinances of the City of Jackson or in any way obstruct or interfere with rights of other tenant's under LESSOR'S control or which would cause injury or annoy such other tenants in any manner.

15. DISASTERS

LESSEE agrees that in the event of a disaster or emergency signal, or imminence of a disaster or emergency of any kind or nature whatsoever, LESSOR shall have the right as it may determine in its sole discretion, to suspend or terminate any performance in progress, to alter the lighting of the premises, to vacate the premises or to take such other action for such duration as LESSOR, in its discretion may deem necessary or appropriate in accordance with federal, state, and municipal emergency laws.

16. FORCE MAJEUR

LESSOR shall be excused from performance of any or all of its obligations hereinunder in the extent and for the time such performance is rendered impossible or impractical due to acts of God, labor unrest, war, riot, civil disturbance, or any other cause beyond the reasonable control of LESSOR.

17. TICKET SALES AND ADMISSION FEES

LESSOR reserves the right to operate the box office at the Thalia Mara Hall on behalf of LESSEE for which service LESSEE shall pay the cost of ticketing services provided by box office management, which is Ticketland. LESSOR reserves the right to have all necessary tickets printed at the expense of and in accordance with instructions of LESSEE. LESSOR will furnish LESSEE with a printers' manifest and will retain possession of the tickets received by it until such time agreed upon for the box office sale to begin, including advance sale of tickets if so desired, and will furnish LESSEE with a complete transcription of ticket sales at time of settlement with LESSEE.

LESSEE is responsible for providing documentation (face of contract or other artifact) that the specified acts for the aforementioned event have been booked for our venue at the time and date listed in this contract. LESSEE will provide such documentation before the event is to go on-sale to the public. If LESSEE does not provide adequate documentation, LESSOR reserves the right to terminate this contract.

18. CANCELLATION

Should LESSEE desire to cancel this Rental Contract, all deposit monies shall become the sole property of LESSOR. LESSEE hereby agrees to reimburse LESSOR for any and all expenses incurred by LESSOR on behalf of LESSEE for such cancellation.

19. CAPACITY, INGRESS, EGRESS, ETC.

LESSEE shall not violate the Municipal Fire Code and/or Ordinance as to the occupancy limit and seating capacity as to said premises so that the persons may safely or freely move about in said rented areas, and the decision of LESSOR in this respect shall be final in accordance with the applicable laws and/or ordinances and regulations.

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That all terms and conditions of this written Rental Contract shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this Rental Contract.

IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has caused these presents to be signed by its Mayor and the LESSEE has signed the same in triplicate the day and year first written above.

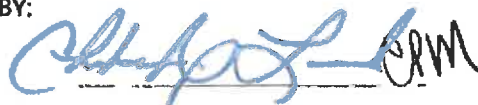
36. COVID-19 PANDEMIC PROVISIONS

The LESSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LESSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

LESSEE agrees to adhere to and uphold all protocols set forth by the most current Executive Order of the City of Jackson regarding the COVID-19 pandemic. LESSEE agrees to adequately notify all its patrons of said protocol.

CITY OF JACKSON, MISSISSIPPI
AS LESSOR:

BY:



Mayor Chokwe Antar Lumumba
City of Jackson, Mississippi

2/14/22

DATE

WITNESS:

AS LESSEE:

Arden Barnett

12/21/21

DATE

ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO
ACCEPT TWO CHILD CARE STRONG STABILIZATION GRANTS
THROUGH THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
(MDHS) DIVISION OF EARLY CHILDHOOD CARE DEPARTMENT
(JONES CENTER & WESTSIDE CENTER)

WHEREAS, the Department of Human and Cultural Services and the Early Childhood Division found that the Jones and Westside Early Childhood Development Centers need to increase employee recruitment and retention and make repairs and improvements at the child care facilities;

WHEREAS, the Department of Human and Cultural Services and the Early Childhood Division are committed to the continued success of Jones and Westside Early Childhood Development Centers; and

WHEREAS, the Child Care Strong Stabilization grants, administered by the MDHS' Division of Early Childhood Care Department, are offered to child care providers as a part of the American Rescue Plan and are designed to help with operating expenses to cover six (6) months; and

WHEREAS, the Department of Human and Cultural Services and the Early Childhood Development Centers received notification on January 13, 2022, that it was selected to receive Child Care Strong funding in the amount of \$520,653.53 for Westside Early Childhood Development Center from the MDHS; and

WHEREAS, the Department of Human and Cultural Services and the Early Childhood Development Centers received notification on December 17, 2021, that it was selected to receive Child Care Strong funding in the amount of \$520,653.53 for Jones Early Childhood Development Center from the MDHS; and

WHEREAS, the Child Care Strong funding must be obligated by September 30, 2022; and

WHEREAS, the Child Care Strong funding will assist the Department of Human and Cultural Services and the Early Childhood Division in hiring employees and facilitating repairs and improvements at the Jones and Westside Early Childhood Development Center; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the Child Care Strong funding from MDHS; and

IT IS HEREBY ORDERED that the Mayor shall be authorized to accept two grants of \$520,653.53 per center (totaling \$1,041,307.06) from the MDHS to increase employee recruitment and retention and make repairs and improvements at the child care facilities.

IT IS HEREBY ORDERED that the Mayor or his designee shall be authorized to complete and submit the MDHS documents required to receive the Child Care Strong funding.

Agenda Item #14
Agenda Date: April 26, 2022
(Kidd, Lumumba)

IT IS HEREBY ORDERED that the Mayor or his designee shall be authorized or perform acts necessary to receive and fulfill the grant requirements, which are consistent with this Order .(KIDD, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: March 15, 2022

POINTS		COMMENTS
1.	Brief Description	
2.	Purpose	ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO ACCEPT TWO CHILD CARE STRONG STABILIZATION GRANTS THROUGH THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES (MDHS) DIVISION OF EARLY CHILDHOOD CARE DEPARTMENT (JONES CENTER & WESTSIDE CENTER)
3.	Who will be affected	Children enrolled in the City of Jackson/Early Childhood Development Program (Jones & Westside Child Development Centers).
4.	Benefits	Children, parents, staff and the community at each City of Jackson (COJ) Center. Early Childhood Development
5.	Schedule (beginning date)	After Approval
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	City wide.
7.	Action implemented by: City Department Consultant	Department of Human and Cultural Services/Early Childhood Development Program.
8.	COST	\$0
9.	Source of Funding General Fund Grant Bond Other	Grant funded through the American Rescue Plan and administered by MDHS's Division of Early Childhood Care Department.

10		_____ %	yes	no	N/A _____
		_____ %	yes	no	N/A _____
		_____ %	yes	no	N/A _____
		_____ %	yes	no	N/A _____
		_____ %	yes	no	N/A _____
	ABEWAIVER WBEWAIVER NABEWAIVER	AABEWAIVER HBEWAIVER			

Department of Human and Cultural Services

1000 Metrocenter, Suite 101

Post Office Box 17
Jackson, Mississippi 39205-0017

Memorandum

The Honorable Chokwe A. Lumumba
Mayor, City of
Jackson

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

Date: April 14, 2022

RE: ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON
TO ACCEPT TWO GRANTS FROM THE CHILD CARE STRONG
STABILIZATION GRANT THROUGH THE MISSISSIPPI DEPARTMENT
OF HUMAN SERVICES (MDHS) DIVISION OF EARLY CHILDHOOD
CARE DEPARTMENT (JONES CENTER & WESTSIDE CENTER)

This order authorizes the Mayor of the City of Jackson, Mississippi (COJ) to accept the Child Care Strong Stabilization Grants awarded to (Jones & Westside ECDC).

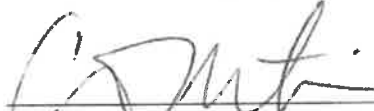
Should you have any questions, please feel free to contact Lender Monson at (601) 960-0347.

Thank you,

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-7799
Facsimile: (601) 960-1796

This ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO ACCEPT TWO CHILD CARE STRONG STABILIZATION GRANTS THROUGH THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES (MDHS) DIVISION OF EARLY CHILDHOOD CARE DEPARTMENT (JONES CENTER & WESTSIDE CENTER) is legally sufficient for placement in NOVUS Agenda.



Cateria Martin, City Attorney
Sondra Moncure, Deputy City Attorney ⁿ c [^] m

4/19/22

DATE

Lender Monson

From: Jacqueline Jones
Sent: Thursday, January 13, 2022 1:24 PM
To: Lender Monson; Adriane Dorsey-Kidd
Subject: Fw: Child Care Strong Notice of Award

From: childcarestrong via Smartsheet <automation@app.smartsheet.com>
Sent: Thursday, January 13, 2022 1:10 PM
To: Jacqueline Jones <jacquelinej@city.jackson.ms.us>
Subject: Child Care Strong Notice of Award



Dear OF JACKSON\ WESTSIDE EARLY CHILDHOOD DEVELOPMENT CENVEfk,

Your application for Child Care Strong funding has been completed. Please review this information to locate your funding details. Keep this information for your records. Your first payment will be released according to the payment cycle located at Child Care Strong — Mississippi[®] Department of Human Service (ms.gov)-When can I expect to receive my funding?
Award Details:

Provider Name. • CITY OF JACKSON\ WESTSIDE EARLY
CHILDHOOD DEVELOPMENT CENTER

Provider License/ID Number: 25CEGF-1091

Monthly Base Rate Amount: \$66,666.66

CCPP Provider Bonus: \$108.93

Care for children with special needs bonus: \$0.00

24-Hour care bonus: 0

SVI bonus: \$20,000.00

Total Monthly Payment Amount: \$86,775.59

Total Award Amount: \$520,653.53

On the first day of the month AFTER your initial award month and on the first day of the following five months you will receive an email notification to complete your monthly report of these expenses. Example: You receive your funding on December 20, 2021. Your first funding month is January 2022. On February 1, 2022, you will need to complete your report for January spending.

Email ChildCareStrong@mdhs.ms.gov with any questions or for assistance.

Lender Monson

From: Lender Monson
Sent: Friday, December 17, 2021 5:12 PM
To: Adriane Dorsey-Kidd
Subject: Fwd: Child Care Strong Notice of Award
Sent from my iPhone

Begin forwarded message:

From: Laura Mallery via Smartsheet <automation@app.smartsheet.com>
Date: December 17, 2021 at PM CST
To: Lender Monson <LenderMonson@city.jackson.ms.us> **Subject:**
Child Care Strong Notice of Award
Reply-To: Laura Mallery <laura.dickson@mdhs.ms.gov>



Dear JONES EARLY CHILDHOOD DEV. CTR.

Your application for Child Care Strong funding has been completed. Please review this information to locate your funding details. Keep this information for your records. Your first payment will be released according to the payment cycle located at Child Care Strong — Mississippi Department of Human Service (ms.gov)-When can I expect to receive my funding?

Award Details:

Provider Name: JONES EARLY CHILDHOOD DEV. CTR

Provider License/ID Number: 25CFGFA-1217

Monthly Base Rate Amount: \$66,666.66

CCPP Provider Bonus: \$108.93

Care for children with special needs bonus: \$0.00

24-Hour care bonus: 0

SVI bonus: \$20,000.00

Total Monthly Payment Amount: \$86.77

Total Amount: \$520,653.53

Email ChildCareStrong@mdhs.ms.gov with any questions or for assistance.

ID: 4328588066482052 | [Unsubscribe](#)

Powered by [Smartsheet Inc](#) | [Privacy Policy](#) | [Report Abuse/Spam](#)

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DOCUMENT UPLOAD MY P E SOURC ES

Child Care Strong Stabilization Gra nts

Eligibility for Child Care Strong I Using Child Care Strong Funds I Child Care Strong

Awards I Frequently Asked Questions I Application Information

Monthly Report  English  Español 

Child Care Strong Awardees

Welcome to the Child Care Strong grants, administered by MDI-IS's Division of Early Childhood

Care Department. These are grants offered to child care providers as a part of the American Rescue Plan and are designed to help with operating expenses. All of the information and application process for the Child Care Strong program will be available here. More information will be added as it becomes available, so please check back often!

Child Care Strong will be administered in the following three phases:

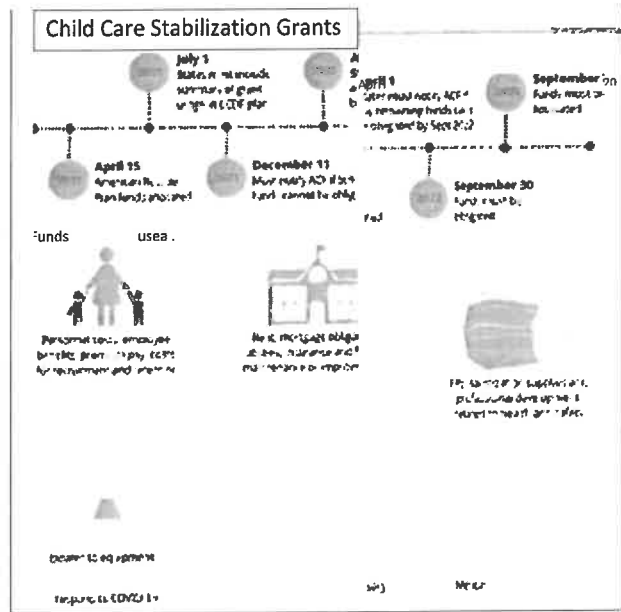
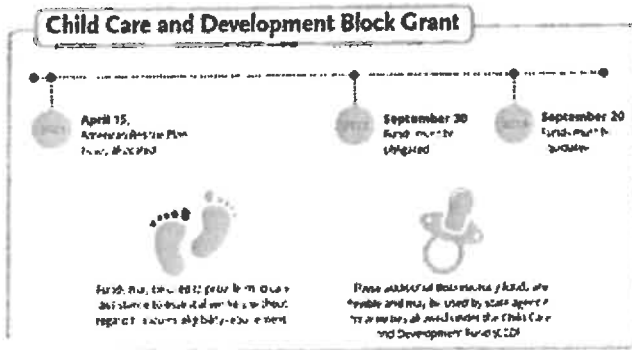
- Phase one will include information on eligibility, how to apply, report on the use of funding, and evaluate current operating expenses.
- Phase two will include application, awarding, and issuing of funding.
- Phase three will include the closeout process for these funds.

Stay tuned for more information as Phases launch.

Mississippi American Rescue Plan

Child Care and Development Block Grant
200M

Child Care Stabilization Grant
319M



Eligibility for Child Café gSttô^Ptã@''

Who is eligible for funding?

- Providers who are licensed or registered and meet federal criteria are eligible.
- Licensed providers and Non-relative In-home providers DO NOT have to be participating in the Child Care Payment Program (CCPP) to be eligible for this funding. Some conditions will prevent providers from being awarded funding:
- Any provider who has been found to have committed fraud/intentional program violation in the Child Care Payment Program within the past year is disqualified.
- Any child care subsidy-approved provider who is not in good financial standing with MDI-IS is ineligible. Good financial standing means there are no state or federal liens or garnishments on your account, that you currently do not owe MDHS any repayment of funding, and that all financial reports required by MDHS are current.

Good financial standing can only be determined for child care subsidy providers.

MDI-IS does not hold this information on providers who do not participate in the Child Care Payment Program for child care subsidies. Click here to view a list of child care subsidy providers in good financial standing. Providers who DO NOT participate in the Child Care Payment Program should not use this list to determine eligibility for funding. This information will be updated regularly. An additional list of providers who are not in good financial standing will be posted here soon.

- Any provider under revocation or suspension of their license or registration status with the MS Department of Health, Division of Child Care Licensure, or CCPP is disqualified.
- Early Head Start or Head Start programs/grantees are not qualified.
- Any program currently receiving state or local funding to cover operating expenses is not qualified, for example, Head Start programs, public Pre-K, etc.
- If a single owner has multiple sites, they should apply for funding separately for each license/registration number.
- Click [here](#) to see if you are eligible Provider Eligibility for American Rescue Plan (ARP) Act Child Care Stabilization Subgrants (hhs.gov)

Using Child Care Strong Funds:

How can I use these funds?

American Rescue Plan Act language, child care providers must agree to use the funds for none of the following purposes:

Staff costs

Regular staff pay, benefits, premium pay (bonuses and/or raises), employee recruitment, and retention.

[Read More:](#)

Mortgage/rent, utilities, facility maintenance and improvements, or insurance.

Includes payments made for a mortgage, rent, utilities, maintenance costs, and insurance required to provide child care services. Improvements may be made to playgrounds, bathrooms, and the building, such as installing ramps and automatic doors and removing non-load-bearing walls to allow social distancing.

[Read More:](#)

Personal protective equipment, cleaning and sanitation supplies, services, or training/professional development related to health and safety practices.

Includes purchases for PPE, cleaning, and sanitation supplies and services. Costs for staff training or professional development related to health and safety practices are also allowable.

[Click here to view a COVID-19 Health and Safety Supply list created by our federal partners in the Office of Head Start. Head Start Forward: COVID-19 Health and Safety Supply List \(hhs.gov\)](#)

[Read More:](#)

Purchase of or updates to equipment and supplies.

Includes equipment and supply purchases made to respond to COVID-19. Equipment and supplies may be for indoor or outdoor use as long as they are needed to meet new challenges related to COVID-19.

[Read More:](#)

Goods and services necessary to maintain or resume child care services.

Includes any good or service necessary to provide child care services.

This category may also include fees associated with licensing and items needed to meet licensing requirements.

[Read More:](#)

Mental health supports for children and employees = English [Español](#)

Includes mental health consultation services for children and employees. May include fees associated with providing education to families and staff related to infant and early childhood mental health.

[Read More:](#)

Child Care Strong Awards: Calculating Awards:

Funding amounts are designed to provide operating expenses for a provider to cover a period of six months.

These payments will include a base award, with the possibility of additional funding amounts for providers who meet specific criteria.

Base Award Calculation

Several factors will be used to calculate the base award amount for qualified providers, including:

- The cost of care for children in centers across the state identified in the most recent Market Rate Survey
- The provider's maximum capacity, as identified by the Mississippi Department of Health
- The number of full-time vs. part-time center operations.

How much will I receive?

Funding awards for base rates will depend on several factors and are designed to provide operating expenses for a period of six months. The base payment for awards will be

based on information from the most recent Market Rate Survey regarding the cost of care for children in centers across the state. Additionally, MDHS considered the maximum capacity identified by the information system with the Mississippi Department of Health, Division of Child Care Licensure to determine award amounts. Full-time vs. part-time operating hours are also a factor. Note: Due to available funding, no single provider can be awarded more than \$400,000 for their base rate. The table below identifies the base award amount that providers will receive

on these factors:

<p>Small Provider Operation Full-Time, Full-Year (Licensed or Registered Capacity 0-16)</p>	<p>\$1,061 per child, per month for six months Additional Bonus Funding Calculation</p>
<p>Small Provider Operation Part-Time, FullYear (Licensed or Registered Capacity 0-16)</p>	<p>\$530.5 per child, per month for six months</p>
<p>Medium Provider Operating Full-Time, FullYear (Licensed OR Registered Capacity 17-37)</p>	<p>\$776 per child, per month for six months</p>
<p>Medium Provider Operating Part-Time, FullYear (Licensed OR Registered Capacity 17-37)</p>	<p>\$388 per child, per month for six months</p>
<p>Large Provider Operating Full-Time, FullYear (Licensed OR Registered Capacity 37+)</p>	<p>\$730 per child, per month for six months</p>
<p>Large Provider Operating Part-Time, FullYear (Licensed OR Registered Capacity 37+)</p>	<p>\$365 per child, per month for six months</p>

In addition to awarding grants based on provider size and operating schedule, MDI-IS will give bonuses to providers who meet the following criteria:

Providers who serve CCDF children will receive an additional \$653.58 total (not per child).

Providers whose licensing/registration records indicate that they serve children with special needs (base rate + 10%)

Providers whose licensing/registration records indicate that they offer 24-hour care (base rate + 20%).

Providers who are operating in areas of the state identified as having the greatest number of social vulnerabilities, as determined by the Centers for Disease Control's (CDC) Social Vulnerability Index (SVI) are eligible to receive additional supplemental funding.

Social vulnerabilities include low average income, housing shortage/inadequacies, transportation challenges, language barriers, etc. The Centers for Disease Control have developed a Social Vulnerability Index for each state, county, and zip code in the United States.

Jill will be giving bonuses to providers who are located in the most at-risk locations according to the Social Vulnerability Index. (The Social Vulnerability Index (SVI): Interactive Map | CDC):

- In areas with an SVI of 0-0.49, providers will see amount + 0%.
- In areas with an SVI of 5-0.749, providers will receive FIR&illr J)éng Viet
- In areas with an SVI of 75-1.0, providers will receive their base amount + 30%.

Examples of award calculations for providers meeting eligibility criteria:

Click below to learn more about each Provider's award calculations

PROVIDER 1

- Is center-based
- Is Licensed/Registered with the Mississippi Department of Health & Operating Full Time
- Has a capacity of 13 children
- Is a Child Care Payment Program provider
- Has SVI Score of 0.75

PROVIDER 2

- Is center-based
- Is Licensed/Registered with the Mississippi Department of Health and Operating Full Time
- Has a capacity of 125 children
- Offers 24-Hour Care
- Has SVI Score of 0.6

PROVIDER 3

- Provides care in provider's own home
- Is Registered with the Mississippi Department of Health and Operating Part Time
- Has a capacity of 5 children
- Has SVI Score of 0.7
- Is a Child Care Payment Program provider

Use this calculator to estimate your award amount:

[Child Care Strong](#)
[Award Calculator](#)

Applying for Child Care Strong Funding
All applications will close on January 31, 2022

Child Care Strong Application in English

Application Guide in English

Child Care Strong Application in Spanish

Application Guide in Spanish

Tiếng

Child Care Strong Application in Vietnamese

Application Guide in Vietnamese

Follow the steps below to prepare to apply:

- ✓ Review eligibility guidelines to ensure eligibility. To find out if your provider type is eligible, click here. Additional eligibility requirements are posted on the Child Care Strong website.
- ✓ Completed registration for direct deposit. All CCPP providers have received instructions via email.

All NON-CCPP providers should start the registration process here.

(<https://app.smartsheet.com/b/form/fd38b1a9ccc44f15b0b1b0ab73ae05fb>)

- ✓ Calculate and track your monthly expenses for at least the last 3 months to get an average. Use this form (Family Child Care Expense Tracking Tool | Early Childhood Training and Technical Assistance System (hhs.gov)) to align and track your monthly expenses according to the Child Care Strong allowable expense categories.
- ✓ use the Child Care Strong Award Estimation Tool above to compare your estimated base rate to your average monthly expenses. NOTE: Due to funding limitations, no base rate may exceed \$400,000 total or \$66,666.67 per month.
- ✓ Email Childcarestrong@mdhs.ms.gov for help with any of these steps,

FAQS:

What information will I need in order to receive funding?

What is required of me if I receive funding?

What happens if I have to temporarily close?

Can I get these funds and subsidy payments at the same time?

Do I have to operate at full capacity?

Do I get these funds if I receive federal funds through the Small Business Administration? Español Tiếng

How will I receive the grant award?

What are the consequences for a provider who applied for and accepted these funds not meeting the funding requirements?

How long do I have to use the funds?

Will I have to pay these funds back?

How is the Child Care Strong program different from the Booster Shot funding previously issued by MDI-IS?

When can I expect to receive my funding?

What taxes can I pay with this money?

Is this funding taxable?

Can I use these funds to pay for past expenses?

What are minor renovations?

What are major renovations?

Can I pay off my mortgage/business-owned vehicle loans with these funds?

What is a business-owned vehicle?

Offering Mississippians
Young and Old Tangible
Help Today to Create
Lasting Hope for
Tomorrow

9 200 South Lamar St.,
Jackson, MS 39201
601.359.4500

Stokes. He is
deserving of this
honor because of his
dedication to the
agency and combat...
twitter.com/i/web/status/l.
18 hours ago

NONDISCRIMINATIO N STATEMENT

Nondiscrimination
Statement - English /
Español / Tiếng Việt
Privacy Poticy - English

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Please share the

2022 Coastal
Mississippi Job Fair
Jackson County will be
held on February 14 at
Mississippi Gulf...
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21 hours ago

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INFORMATION

in
Español Tieng

Did you know that -
SNAP recipients must
report earnings
changes of \$125 or
more within 10 days?
Here's where you . . .
twitter.com/i/web/status/l. 1
day ago

T
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featuring Ryan

ORDER AUTHORIZING THE MAYOR TO ACCEPT THE STRONG SOUTHERN COMMUNITIES INITIATIVE (SSCI) MICRO-GRANT AND EXECUTE A CONTRACTUAL AGREEMENT WITH MS. BELINDA THORNTON, MSW TO PROVIDE EARLY CHILDHOOD INSTRUCTOR COACHING SERVICES. (KIDD, LUMUMBA)

WHEREAS, the National League Cities (NLC), through its Institute for Youth, Education, and Families, has awarded the City of Jackson, Mississippi (“City”) funds in the amount of \$2,500 to support the City’s implementation of SSCI’s vision and plan to improve the outcome for children and families; and

WHEREAS, in addition to funding, this grant includes responsive technical assistance, access to NLC expertise, and peer learning opportunities; and

WHEREAS, by accepting the SSCI Micro-Grant, the City agrees to continue to pursue the implementation of strategies focused on improving outcomes for children and families, keep SSCI project staff apprised of the planning progress, share progress implementing the SSCI Micro-Grant, and leverage other NLC and SSCI resources; and

WHEREAS, grant funds will be spent in accordance with the project budget submitted by the Department of Human and Cultural Services for the Early Childhood Development program; and

WHEREAS, it is in the best interest of the City to hire an independent consultant to coach, mentor, and model best practices for the program; and

WHEREAS, Ms. Belinda Thornton, MSW is capable and qualified to conduct early childhood development instructor coaching services and prepare reports required by the NLC; and

WHEREAS, the City of Jackson will compensate Ms. Belinda Thornton, MSW for her services as an independent consultant in an amount not to exceed \$2,500 during the grant period of April 1, 2022, through December 2, 2022;

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 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

Agenda Item #15
Agenda Date: April 26, 2022
(Kidd, Lumumba)

IT IS HEREBY ORDERED that the Mayor be authorized to accept the SSCI Micro-Grant in the amount of \$2,500.00 for the grant period of April 1, 2022, through December 2, 2022, by executing the SSCI Micro-Grant Agreement.

IT IS FUTHER ORDERED that the Mayor be authorized to enter into a contractual agreement with Ms. Belinda Thorton, MSW for consultant services in an amount not to exceed \$2,500 during the grant period of April 1, 2022, through December 2, 2022, and upon monthly submission of invoices to the City of Jackson provide payment for the provision of instructor coaching services and preparation of any required NLC reports.

Item No. _____

Agenda Date _____

By: Kidd

ITEM 10 POINT DATA SHEET

DATE: 4/6/2022

POINTS		COMMENTS						
1.	Brief Description/Purpose	Order authorizes an agreement with Ms. Belinda Thornton MSW to provide Teacher Coaching Services to the City of Jackson.						
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 Youth and Education Economic Development						
3.	Who will be affected	Residents with children ages four and five						
4.	Benefits	Educational						
5.	Schedule (Beginning date) (Completion date)	Upon signature						
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide						
	Action implemented by: <ul style="list-style-type: none"> ○ Mayor's Office ○ City Department ○ Consultant 	Department of Human and Cultural Services						
8.	COST	\$2,500.00						
9.	Source of Funding <ul style="list-style-type: none"> ○ General Fund ○ Enterprise ○ Grant ○ Bond Other	National League of Cities						
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 and Cultural Services



1000 Metrocenter, Suite 101
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMO

TO: The Honorable Chokwe Antar Lumumba
Mayor

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

DATE: April 4, 2022

**SUBJECT: ORDER AUTHORIZING AN AGREEMENT WITH MS BELINDA THORNTON MSW TO PROVIDE
TEACHER COACHING TO THE CITY OF JACKSON.**

This agenda item authorizes the execution of a contractual agreement with Belinda Thornton, MSW to provide Early Childhood Teacher Coaching Services to the City of Jackson in accordance with terms, conditions and compensation mutually agreed upon by the parties.

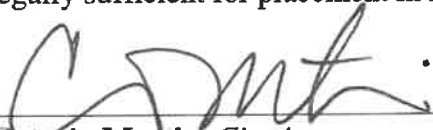
Should you desire additional information, please do not hesitate to notify me.

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 MAYOR TO ACCEPT THE STRONG SOUTHERN COMMUNITIES INITIATIVE (SSCI) MICRO-GRANT AND EXECUTE A CONTRACTUAL AGREEMENT WITH MS. BELINDA THORNTON, MSW TO PROVIDE TEACHER COACHING SERVICES WITHIN THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



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

4/20/22

DATE

OFFICE OF THE CITY ATTORNEY
4/18/22 S.M.

ORDER ACCEPTING PROPOSAL OF FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE DURATION OF THE CURRENT PLAN YEAR COMMENCING MAY 1, 2022 AND ENDING DECEMBER 31, 2022 PLAN YEAR AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE.

WHEREAS, the Department of Personnel Management received quotes from two providers interested in providing excess risk insurance for single and family coverage for active and retired employees participating in the City of Jackson's self-funded health insurance plan for the remainder of the 2022 Plan Year; and

WHEREAS, Section 125-15-101 of the Mississippi Code authorizes a municipality to negotiate and secure for all or specified groups of employees and their dependents a policy or policies of insurance covering the health as well as a group contract or contracts covering hospital, and or medical and or surgical services or benefits of employees and their dependents as may desire; and

WHEREAS, the City of Jackson has a self-funded health insurance program and provides coverage at no cost to municipal employees but not the dependents of municipal employees or retirees;

WHEREAS, dependents of municipal employees and retirees do pay a premium for coverage; and

WHEREAS, the rising cost of healthcare services and pharmaceuticals pose significant risk to the City as a self-insurer; and

WHEREAS, the best interest of the City of Jackson would be served by limiting its exposure for healthcare cost; and

WHEREAS, procurement of risk coverage would minimize the City's exposure for payment of healthcare services and pharmaceuticals; and

WHEREAS, FISHER BROWN BOTTRELL, on behalf of UnityRe, submitted a proposal with (3) options based on single enrollment of 1045 and family enrollment of 625 as follows:

Option 1: Contract Basis 8/11
Individual Specific Deductible \$ 300,000
Specific Maximum Per Contract Period Unlimited
Single Premium \$29.54
Family Premium \$68.03
Annual Premium \$587,104

Agenda Item #16
Agenda Date: April 26, 2022
(Martin, Lumumba)

Option 2: Contract Basis 08/11
Individual Specific Deductible \$325,000
Specific Maximum Per Contract Period Unlimited
Single Premium \$27.37
Family Premium \$62.08
Annual Premium \$539,213

Option 3: Contract Basis 08/11
Individual Specific Deductible \$350,000
Specific Maximum Per Contract Period Unlimited
Single Premium \$25.48
Family Premium \$56.80
Annual Premium \$497,013

WHEREAS, FISHER BROWN BOTTRELL, on behalf of Reunion, submitted a proposal with (3) options based on single enrollment of 1045 and family enrollment of 625 as follows:

Option 1: Contract Basis 08/11
Individual Specific Deductible \$ 300,000
Specific Maximum Per Contract Period Unlimited
Single Premium \$37.58
Family Premium \$93.95
Annual Premium \$783,919

Option 2: Contract Basis 8/11
Individual Specific Deductible \$350,000
Specific Maximum per Contract Period Unlimited
Single Premium \$31.68
Family Premium \$79.20
Annual Premium \$660,845

Option 3: Contract Basis 8/11
Individual Specific Deductible \$400,000
Specific Maximum per Contract Period Unlimited
Single Premium \$26.53
Family Premium \$66.33
Annual Premium \$553,441

WHEREAS, Fisher Brown Bottrell Insurance, Inc., is an independent insurance agency located at 248 East Capital Street Jackson, Mississippi and is an authorized brokerage firm for UnityRe ; and

WHEREAS, the Department of Personnel Management received a recommendation from its Chief Financial Officer that Option 3 of the proposal of *UnityRe* be accepted by the City of Jackson; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the third option 1 of *UnityRe*, submitted by *Fisher Brown Bottrell*;

IT IS, THEREFORE, ORDERED that Option # 3 contained with the proposal of Fisher Brown Bottrell Insurance, "specific excess risk" insurance on the basis of single and family coverage for active and retired city employees participating in the City's self funded health insurance plan through May 1,2022- December 31, 2022 be accepted.

IT IS FURTHER ORDERED that amounts not exceeding \$25.48 for single coverage participants and \$56.80 for family coverage participants be paid. The total premiums paid for the excess risk coverage for the remainder of the 2022 plan year shall not exceed \$497,013

IT IS FINALLY ORDERED that the Mayor be authorized to execute the necessary documents to effectuate said insurance

APPROVED FOR AGENDA:

Director of Personnel Management
EBO Officer
Finance
Budgeted: Yes _____ No _____
Account Number
Legal
CAO
Mayor's Office

Initials	Date
_____	_____
_____	_____
_____	_____
057-558.70-6495	_____
_____	_____
_____	_____
_____	_____

Item: _____
Agenda Date: _____
By: Martin, Lumumba

(Approved for Agenda by: Martin, Lumumba)

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Toya Martin, Director
Human Resources

DATE: April 26, 2022

ORDER ACCEPTING PROPOSAL OF FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE DURATION OF THE CURRENT PLAN YEAR COMMENCING MAY 1, 2022 AND ENDING DECEMBER 31, 2022 PLAN YEAR AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE.

The Department of Human Resources is recommending that the City accepts the proposal from Fisher Brown Bottrell Insurance with UnityRe, LLC.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 26, 2022
DATE

POINTS		COMMENTS			
Brief Description/Purpose		ORDER ACCEPTING PROPOSAL OF FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE DURATION OF THE CURRENT PLAN YEAR COMMENCING MAY 1, 2022 AND ENDING DECEMBER 31, 2022 PLAN YEAR AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE.			
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	Not applicable			
3.	Who will be affected	City of Jackson and insurance provider			
4.	Benefits	City may receive premium credits based on experience rating if it renews coverage			
5.	Schedule (beginning date)	Upon approval			
6.	Location: §WARD §CITYWIDE (yes or no) (area) §Project limits if applicable	No specific area - general government			
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> §City Department <input type="checkbox"/> §Consultant	Department of Personnel Management			
8.	COST	Not applicable			
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> §General Fund <input type="checkbox"/> §Grant <input type="checkbox"/> §Bond <input type="checkbox"/> §Other	Not applicable for endorsement			
10.	EBO participation	ABE _____ % N/A <u> X </u> AABE _____ % N/A <u> X </u> WBE _____ % N/A <u> X </u> HBE _____ % N/A <u> X </u> NABE _____ % N/A <u> X </u>	WAIVER WAIVER WAIVER WAIVER WAIVER WAIVER	no no no no no no	_____ _____ _____ _____ _____ _____

ORDER REVISING FISCAL YEAR 2021-2022 BUDGET FOR THE DEPARTMENT OF MUNICIPAL CLERK.

OFFICE OF THE CITY TREASURER
A. M. 4/14/22

WHEREAS, the Department of Municipal Clerk needs a budget revision to reallocate funds to secure professional digital conversion services, temporary staffing services, and ordering of election supplies; and

WHEREAS, the Municipal Clerk Department is moving forward with digitalizing City records, and therefore, additional staffing will be needed temporarily; and

WHEREAS, the Municipal Clerk Department needs additional supplies for all future municipal elections.

IT IS, THEREFORE ORDERED that the Fiscal Year 2021-2022 budget be revised as follows:

From:	Amount
001-428.00-6111 (Personal Service)	(\$30,000.00)
001-428-20-6112 (Personal Service)	(\$21,420.00)
To:	
001-428.00-6419 (Other Professional Services)	\$30,000.00
001-428-20-6218 (Supplies & Materials)	\$21,420.00
Total	\$51,420.00

Agenda Item #17
Agenda Date: April 26, 2022
(A.Harris, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 11, 2022

DATE

POINTS		COMMENTS								
1.	Brief Description/Purpose	To convert paper records into digital files for electronic storage of City records. The City of Jackson will have its own election supplies for all municipal elections.								
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	City of Jackson employees								
4.	Benefits	More efficient record retention								
5.	Schedule (beginning date)	Upon Approval								
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable									
<input type="checkbox"/>	Action implemented by:	Department of Municipal Clerk								
7.	<input type="checkbox"/> City Department <input type="checkbox"/> Consultant									
8.	COST	\$51,420.00								
<input type="checkbox"/>	Source of Funding	Fr. 001-428-00-6111; 001-428-20-6112 To. 001-428-00-6419; 001-428-20-6218								
X	■ General Fund									
<input type="checkbox"/>	■ Grant									
<input type="checkbox"/>	■ Bond									
9.	■ Other									
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
All Jackson City Council Members

FROM: Angela Harris, Municipal Clerk *AH*

DATE: April 11, 2022

RE: Budget Revision for the Department of Municipal Clerk

Attached, you will find an item for the City Council agenda requesting a budget revision to allow for the reallocation of funds within the Municipal Clerk Department. The requested change arises for the need to secure professional digital conversion services and temporary staffing services within Records Management. Additionally, the Municipal Clerk desires to purchase additional election supplies that will enable the City of Jackson to possess its own election supplies for all future elections.

Please feel free to contact me at (601) 960-1137, should you have any further 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 Revising Fiscal year 2021-2022 for the Department of Municipal Clerk is legally sufficient for placement in NOVUS Agenda.



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

DATE

OFFICE OF THE CITY ATTORNEY
2/14/22
S.M.

April 1, 2022

Angela Harris
City of Jackson
219 S President Street
Jackson, MS 39205

Dear Angela:

I want to thank you for the opportunity of providing you with our quotation for the digital conversion of your department's records.

ClearView had the opportunity to view documents located in your onsite location vault. ClearView will transport the boxes to their office in two phases. ClearView estimates this project to be completed 3 weeks from the start date.

All Documents will be scanned into a PDF and named by the folder label. The images will be delivered via thumb drive to Angela Harris for uploading on to the server.

Once complete, ClearView will return the boxes to the location. ClearView does offer a shredding option if the Clerk's office wants to utilize that feature once all images have been reviewed. Please find our pricing below:

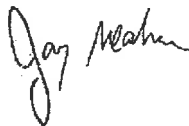
Records Conversion into Multi-page PDFs with 1 field of coding (Box Label) and OCR

85 Boxes at 2250 pages a box (approximately 191,250 Images @ \$.08) \$15,300.00
85 Boxes at 2000 pages a box (approximately 170,000 Images @ \$.08) \$13,600.00

ClearView will only bill for the actual imaged pages. These numbers are only estimates.

We appreciate your trust in us and look forward to working with you and your fine staff.

Respectfully,



Jay Meacham
ClearView Digital Conversion
601-316-0993

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
CREATING THE GREATER BELHAVEN COMMUNITY
IMPROVEMENT ASSESSMENT DISTRICT.**

WHEREAS, pursuant to Section 21-33-553(4), “[w]hen the results of the elections shall have been canvased and certified by the municipality, the governing authorities of the municipality shall adopt a resolution creating the special local improvement assessment district if at least sixty percent (60%) of the qualified electors in the proposed special local improvement assessment district who vote in the election vote in favor of creating the district. The resolution shall contain a description of the boundaries of the district and shall specify the millage rate to be levied upon the taxable real property in the district for the municipality’s fiscal year;” and

WHEREAS, pursuant to Section 21-33-553 (1) and (2) of the Mississippi Code Annotated of 1972, as amended, a petition signed by the owners of at least sixty percent (60%) of the taxable real properties for the Greater Belhaven Community and a strategic plan was filed with the City Clerk on December 16, 2021; and

WHEREAS, on February 1, 2022 the City Council authorized a resolution setting an election to authorize the creation of a special local improvement assessment district for Belhaven and Belhaven Heights to be held on April 5, 2022; and

WHEREAS, as a result of said election, the Greater Belhaven Improvement Assessment District was created with seventy-five percent (75%) of the eligible participating property owners voting in favor of the District for an additional six (6) mills to be assessed to their assessed property value; and

WHEREAS, the Greater Belhaven Improvement Assessment District shall include all properties located within Belhaven and Belhaven Heights; and

WHEREAS, the boundaries of the Greater Belhaven Improvement Assessment District are outlined in **Exhibit A** and include Woodrow Wilson Avenue on the north, High Street on the south, North State Street on the west, and the Interstate 55 corridor (including the Museum Trail) on the east and southeast. It also includes properties in the Belhaven Historic District located to the west of State Street, and properties in the Fortification East area to the east of Interstate 55;

IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the creation of the Greater Belhaven Improvement Assessment District is established effective April 26, 2022.

Agenda Item #18
Agenda Date: April 26, 2022
(A.Harris, Lumumba)



M E M O R A N D U M

Department of Municipal Clerk
(601) 960-1033

TO: Honorable Chokwe Antar Lumumba, Mayor
All Jackson City Council Members

FROM: Angela Harris, Municipal Clerk 

DATE: April 14, 2022

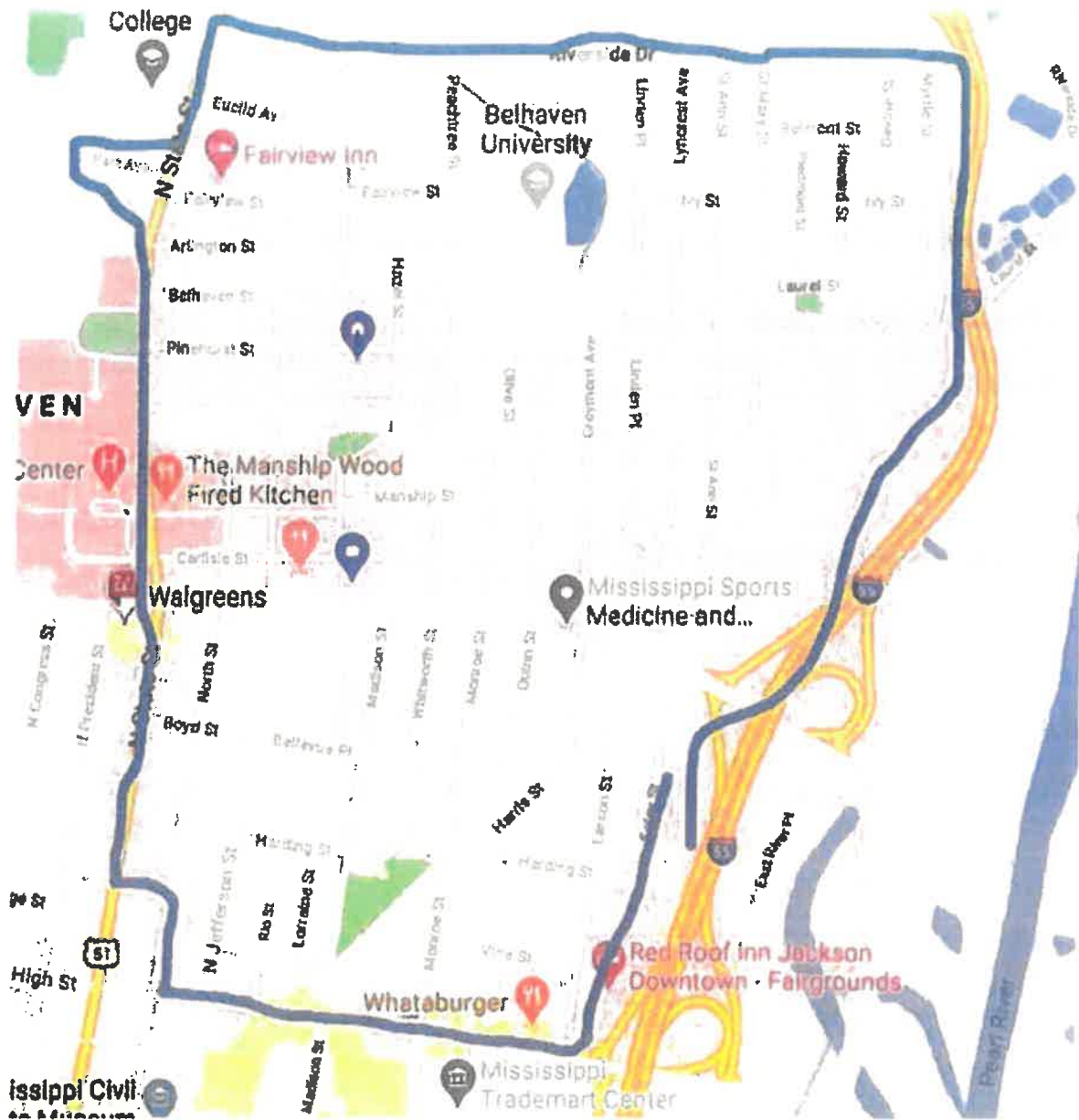
RE: Resolution Creating-Special Local Improvement Assessment District

A Special Election was held on April 5, 2022 to allow residents of the Greater Belhaven Community an opportunity to vote on whether or not to create a Special Local Improvement Assessment District relative to HB 1612.

The election passed with 361 resident voting in favor of the district and 116 residents opposing the creation resulting in 75% of the residents supporting an additional six (6) mils added to their property taxes. As a result of the election, the governing authorities shall pass a resolution to create the district. Thanking you in advance for the creation of said improvement assessment district.

Please feel free to contact me at (601) 960-1137, should you have any further questions.

EXHIBIT A



Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI CREATING THE GREATER BELHAVEN COMMUNITY IMPROVEMENT ASSESSMENT DISTRICT** is legally sufficient for placement in NOVUS Agenda.



Eatoria Martin, City Attorney

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

4/19/22

DATE

+

ORDER RATIFYING MAYOR'S SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI OFFICE OF HIGHWAY SAFETY FOR AN OCCUPANT PROTECTION GRANT IN THE AMOUNT OF \$408,495.00 AND FURTHER AUTHORIZING ACCEPTANCE OF ANY FUNDS AWARDED FOR THE YEAR 2023

OFFICE OF THE CITY ATTORNEY
4/26/2022

WHEREAS, the Mississippi Office Highway Safety has funding in a program known as the Occupant Protection Grant; and

WHEREAS, the deadline for submitting the application for the fiscal year 2023 was March 14, 2022; and

WHEREAS, the Jackson Police Department had not planned to submit an application but received a telephone call from Ameshia Wilkerson requesting and encouraging that an application be submitted after the deadline; and

WHEREAS, an application was prepared and executed by the Mayor on March 21, 2022 and submitted to the Mississippi Office Highway Safety for funding; and

WHEREAS, the purpose of the Occupant Protection program is to reduce the number of unbelted fatalities and injuries among adults and children; and

WHEREAS, the City of Jackson has previously received funds from the program and is considered to be a continuation grant agency; and

WHEREAS, applications received from continuation grant agencies are reviewed for completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment, and other expenses for the existing program; and

WHEREAS, grants are funded based upon review of past performance of meeting targets and performance measures, and expenditure of previous grant funds and program documentation and assessments; and

WHEREAS, an application was submitted for funding in the amount of \$408,495.00 and signed by the Mayor in response to the telephone call; and

WHEREAS, no match is required for funds awarded;

IT IS HEREBY ORDERED that the Mayor's submission of the application to the Mississippi Office Highway Safety for the Occupant Protection Grant is hereby ratified;

IT IS FURTHER ORDERED that the Mayor shall be authorized to execute documents and submit reports to the Mississippi Highway Safety if funds are awarded provided that the documents and reports submit do not require the contribution of funds above the monies received from the Mississippi Office Highway Safety and are not contrary to the content of this order.

Agenda Item #19
Agenda Date: April 26, 2022
(Davis, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 28, 2022

DATE

POINTS		COMMENTS					
1.	Brief Description/Purpose	Order Authorizing The Mayor’s submission and acceptance of the FY 2023 MOHS Mississippi Office of Highway Safety Grant application (402) administrated by the State of Mississippi Department of Public Safety, in the amount of \$408,495.00.					
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 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.					
5.	Schedule (beginning date)	As per grant guidelines					
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	ALL WARDS CITY WIDE and Surrounding areas.					
7.	Action implemented by: City Department <input checked="" type="checkbox"/> Consultant <input type="checkbox"/>	Jackson Police Department					
8.	COST	Grant Funds with no matching funds required.					
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	State of Mississippi Department of Public Safety, MOHS					
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



Chief of Police
James E. Davis


JACKSON POLICE DEPARTMENT
Office of the Chief of Police

Assistant Chief of Police
Joseph Wade

Memorandum

To: Chokwe Lumumba, Mayor

From: James E. Davis, Chief of Police

Date: April 6, 2022  4-6-22

Re: Order Authorizing the Mayor's submission and acceptance of the FY 2023 MOHS Mississippi Office of Highway Safety Grant application (402) Administrated by the State of Mississippi Department of Public Safety, in the amount of \$408,495.00

The City of Jackson Police Department has been granted the opportunity to apply and receive a grant from the FY 2023 State of Mississippi Department of Public Safety and the Mississippi Office of Highway Safety Grant and Implementation Program. Funds through this award will be used to assist the City of Jackson Police Department with the overtime to increase proposed counter-measures in Occupant Protection, Seatbelts, DUI's, Child Restraint, and Click It or Ticket for Police Officer

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


OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
4/6/22

This ORDER RATIFYING MAYOR'S SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI OFFICE OF HIGHWAY SAFETY FOR AN OCCUPANT PROTECTION GRANT IN THE AMOUNT OF \$408,495.00 AND FURTHER AUTHORIZING ACCEPTANCE OF ANY FUNDS AWARDED FOR THE YEAR 2023 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Victoria James, *Deputy City Attorney* 

4/6/22

DATE

OFFICE OF THE CITY ATTORNEY
- J. J. Alford -

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 #20
Agenda Date: April 26, 2022
(Davis, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

January 27, 2022
DATE

P O I N T S		C O M M E N T S				
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 Pascagoula 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 *[Signature]* 1-27-22
Subject: Agreement with Evidence IQ and City of Jackson

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

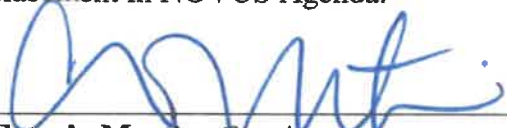
If you have any questions, or need additional information, please feel free to contact me.

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 *vj*

2/10/22

DATE

OFFICE OF THE CITY ATTORNEY
2/9/2022


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 

Date: January 27, 2022 *1-27-22*

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: 1/25/2022
 Quote #: JacksonMS-TO

Bill To:

Jackson Police Department
 Attn: Deputy Chief Vincent Grizzell
 327 East Pascagoula Street
 Jackson, MS 39205
 601-383-2896

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	1.5 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 multiyear 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

OFFICE OF THE CITY ATTORNEY
V.J. Hillman
4/19/2022

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, TO APPLY FOR THE FY 2022 COMPETITIVE FUNDING OPPORTUNITY; LOW OR NO EMISSION GRANT PROGRAM IN THE AMOUNT OF \$24,899,120.00, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS

WHEREAS, on March 7, 2022, the United States of America Department of Transportation, Federal Transit Administration (FTA) announced the availability for FY 2022 Competitive Funding Opportunity; Low or No Emission Grant Program and Grants for Busses and Bus Facilities Program (Federal Assistance Listing 20.526) opened the SF-424 application process for Federal Assistance: Low-No and Buses and Bus Facilities Program with the Opportunity Number of FTA-2022-002-TPM-BUSC and FTA-2022-001-TPM-LWNO; and

WHEREAS, Federal public transportation law 49 U.S.C. 5339 (c) authorizes FTA to award grants for low or no emission bus projects through a competitive process; and

WHEREAS, the grant opportunity category is discretionary; and

WHEREAS, this is a competitive grant where an application must be submitted by May 31, 2022; and

WHEREAS, the City of Jackson Transit Division will request grant funding in amount of nineteen million nine hundred nineteen thousand two hundred ninety-six dollars (\$19,919,296.00), which will require a 20% match in the amount of four million nine hundred seventy-nine thousand eight hundred twenty-four dollars (\$4,979,824.00) from the City of Jackson General Fund; and

WHEREAS, if awarded any funds, the funds will be used over FY2023, FY2024, FY2025, FY2026, and FY2027; and

WHEREAS, the funds will be used to complete a mid-life rehabilitation of Union Station, continue the bus stop improvement program, upgrade the farebox system, replace bus wash, add air purification systems to the existing lot or not emission fleet, and to purchase twenty-seven (27) low or no emission vehicles: nine (9) 35 feet hybrid buses, six (6) 40 feet hybrid buses, six (6) less than 30 feet buses, six (6) electric vans and charging station; and

WHEREAS, the Transit Division is recommending that the City of Jackson apply for and accept said award to use in the City of Jackson public transportation system.

Agenda Item #21
Agenda Date: April 26, 2022
(Hillman, Lumumba)

OFFICE OF THE CITY ATTORNEY
Vj 4/19/2022

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the SF-424 application and supplemental form with the United States of America Department of Transportation, in amount of nineteen million nine hundred nineteen thousand two hundred ninety-six dollars (\$19,919,296.00), with a 20% match in the amount of four million nine hundred seventy-nine thousand eight hundred twenty-four dollars (\$4,979,824.00) from the City of Jackson General Fund.

IT IS, FURTHER ORDERED that any awarded funds shall be used over FY2023, FY2024, FY2025, FY2026, and FY2027 to complete a mid-life rehabilitation of Union Station, continue the bus stop improvement program, upgrade the farebox system , replace bus wash, add air purification systems to the existing lot or not emission fleet, and to purchase twenty-seven (27) low or no emission vehicles: nine (9) 35 feet hybrid buses, six (6) 40 feet hybrid buses, six (6) less than 30 feet buses, six (6) electric vans and charging station.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the final agreement and related documents upon award of the grant funds.

Item# _____
Agenda Date: April 26, 2022
By: (Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 4/26/2022

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, TO APPLY FOR THE FY 2022 COMPETITIVE FUNDING OPPORTUNITY; LOW OR NO EMISSION GRANT PROGRAM IN THE AMOUNT OF \$24,899,120.00, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS
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)	Grant application will occur following council action and mayor's execution of required documents.
6.	Location:	City of Jackson
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	\$24,899,120.00
9.	Source of Funding General Fund X Grant X Bond Other	Grant Fund: Section 5339 FY 2022 Competitive Funding Opportunity: Bus and Bus Facilities and Low or No Emission Discretionary Program with the Opportunity Number of FTA-2022-002-TPM-BUSC and FTA-2022-001-TPM-LWNO 80%: \$19,919,296.00 General Fund: (20%): \$4,979,824.00
10.	EBO participation	ABE % WAIVER yes no N/A <u>X</u> AABE % WAIVER yes no N/A <u>X</u> WBE % WAIVER yes no N/A <u>X</u> _HBE % WAIVER yes no N/A <u>X</u> NABE % WAIVER yes no N/A <u>X</u>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jordan Hillman, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director
Office of Transportation

DATE: April 7, 2022

RE: Agenda Item for April 26, 2022 City Council Meeting

The attached agenda item authorizes the Mayor to execute the United States of America Department of Transportation, Federal Transit Administration SF-424 application for federal assistance for Low or No Emission Grant Program and Grants for Busses and Bus Facilities Program (Federal Assistance Listing 20.526) and to execute final grant agreement(s) and related documents to receive the federal funds for FY 2022 Competitive Funding Opportunity; Low or No Emission Grant Program and Grants for Busses and Bus Facilities Program (Federal Assistance Listing 20.526) with the Opportunity Number of FTA-2022-002-TPM-BUSC and FTA-2022-001-TPM-LWNO. This grant will be used to complete a mid-life rehabilitation of Union Station, continue the bus stop improvement program, replace bus wash, add air purification systems to the existing fleet, upgrade the farebox system, and to purchase twenty-seven (27) low or no emission vehicles: nine (9) 35 feet hybrid buses, six (6) 40 feet hybrid buses, six (6) less than 30 feet buses, six (6) electric vans and charging station to advance the City of Jackson public transportation system. Through the competitive funding grant application, the City of Jackson Transit Division is seeking a grant award in amount of nineteen million nine hundred nineteen thousand two hundred ninety-six dollars (\$19,919,296.00), with a 20% match in the amount of four million nine hundred seventy-nine thousand eight hundred twenty-four dollars (\$4,979,824.00) from the City of Jackson General Fund.

The exact matching funds amount will be dependent upon the final federal grant amount awarded to the City of Jackson Transit Division. Said amount will be budgeted and divided between the City of Jackson fiscal years FY2023, FY2024, FY2025, FY2026 and FY2027 (when the expenses are incurred).

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

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

VJ
4/19/2022

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, TO APPLY FOR THE FY 2022 COMPETITIVE FUNDING OPPORTUNITY; LOW OR NO EMISSION GRANT PROGRAM IN THE AMOUNT OF \$24,899,120.00, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS, is legally sufficient for placement in NOVUS Agenda.



Catoria Marin, City Attorney

Victoria James, Deputy City Attorney *VJ*

4/20/22

DATE

OFFICE OF THE CITY ATTORNEY
4-20-2022
150

ORDER AUTHORIZING THE MAYOR TO EXECUTE A STATEMENT OF WORK AND AMENDMENT NO. 4 TO THE MASTER SERVICES AGREEMENT WITH PAYMENTUS CORPORATION, AND RATIFYING AMENDMENT NO. 3 (ALL WARDS)

WHEREAS, the City currently has an agreement in place with the Paymentus Corporation to accept online and interactive telephone voice response system credit card payments; and

WHEREAS, the City departments using the credit card payment services provided by the Paymentus Corporation have found the services to be beneficial and of good quality; and

WHEREAS, the Water-Sewer Business Administration has upgraded the utility billing system to C2M, which will require integration between the Paymentus Corporation software and the upgraded utility billing system software; and

WHEREAS, previously, the Information Services Division of the Department Administration authorized Amendment No. 3 to the Master Services Agreement, which revised Schedule A to increase the maximum payment amount for Non-Utility Debit/Credit Card transactions to \$7,500.00 at no additional transaction charge to customers or to the City; and

WHEREAS, pursuant to the Statement of Work, the Paymentus Corporation will configure, develop and implement several payment validation and processing enhancements in coordination with City of Jackson and their vendor, Oracle, for a total cost of \$2,250.00; and

WHEREAS, Amendment No. 4 amends Schedule A—Paymentus Fee Schedule, which is a schedule attached and made a part of the Master Services Agreement, to provide the following fee schedule for transactions:

SCHEDULE A- PAYMENTUS FEE SCHEDULE

Paymentus Service Fee charged to the User will be based on the following table:

Payment Type (User-Paid Convenience Fee Model)	Paymentus Service Fee
Utility Services	Flat fee of \$2.95* per qualified transaction
Average Bill Amount \$125.00	Flat fee \$1.50* per transaction (Recurring Only)
<ul style="list-style-type: none">Credit/Debit Card (Visa[®], MasterCard[®], Discover[®]) and ACH/eCheck.	

Agenda Item #22
Agenda Date: April 26, 2022
(King, Lumumba)

<ul style="list-style-type: none"> • Recurring Scheduled payments <p>*Note: Maximum Payment Amount per payment is \$300.00 (multiple payments can be made).</p>	
<p>Open Records</p> <p>Average Bill Amount: \$50.00</p> <ul style="list-style-type: none"> • Credit/Debit Card (Visa®, MasterCard®, Discover®) and ACH/eCheck. <p>*Note: Maximum Payment Amount per payment is \$100.00 (multiple payments can be made).</p>	Flat fee \$2.25* per transaction
<p>Miscellaneous Government Services (non-utility)</p> <ul style="list-style-type: none"> • Credit/Debit Card (Visa®, MasterCard®, Discover®) and ACH/eCheck. <p>*Note: Maximum Payment Amount per payment is \$7,500 (multiple payments can be made).</p>	2.50% of the total dollar amount or \$1.25*, whichever is greater.

The Paymentus Service Fee will be collected in addition to the end-user bill payment total. Paymentus may apply different limits per transactions for user adoption or to mitigate risks; and

WHEREAS, Water-Sewer Business Administration and the project manager for the utility billing system upgrade, The Preo Group, recommend that the City Council authorize this Amendment No.4 to the Master Services Agreement with the Paymentus Corporation, authorize the Statement of Work, and ratify Amendment No. 3.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No. 4 to the Master Services Agreement with the Paymentus Corporation which amends Schedule A to the Master Services Agreement as set forth above and to execute a Statement of Work in an amount not to exceed \$2,250.00.

IT IS FURTHER ORDERED that Amendment No. 3 to the Master Services Agreement with the Paymentus Corporation, which increased the maximum payment amount for Non-Utility Debit/Credit Card transactions to \$7,500.00 at no additional charge to customers or to the City, is hereby ratified.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE 04/20/2022

POINTS		COMMENTS
	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A STATEMENT OF WORK AND AMENDMENT NO. 4 TO THE MASTER SERVICES AGREEMENT WITH PAYMENTUS CORPORATION, AND RATIFYING AMENDMENT NO. 3 (ALL WARDS)
2.	Mayoral Priority Addressed 1. Public Safety 2. Economic Development 3. Housing 4. Infrastructure 5. Quality of Life	QUALITY OF LIFE
3.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	QUALITY OF LIFE
4.	Who/What will be affected & Benefits	CONSTITUENTS OF CITY SERVICES
	Schedule 1. Contract 2. Project (Beginning date) (Completion date)	UPON COUNCIL APPROVAL
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS
7.	Action initiated by: ▪ Mayor's Office <input type="checkbox"/> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	DEPARTMENT OF PUBLIC WORKS
8.	COST	\$2,250 for Statement of Work; the per transaction cost is paid by the customer
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Enterprise <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	031-52010-6419
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 _____


Office of the City Attorney


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OFFICE OF THE CITY ATTORNEY
4-20-22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A STATEMENT OF WORK AND AMENDMENT NO. 4 TO THE MASTER SERVICES AGREEMENT WITH PAYMENTUS CORPORATION, AND RATIFYING AMENDMENT NO. 3 (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



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

4/20/22

DATE



City of Jackson
Public Works
Water Department/Meter Service & Repair

Memorandum

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director of Public Works

Date: April 20, 2022

Re: Amendment No. 4 to Master Services Agreement

This Amendment No. 4 (“Amendment No. 4”) amends the Master Services Agreement effective as of July 6, 2010 (“Effective Date”) which was modified by Amendment as of July 8, 2015, Amendment as of March 28, 2017, Amendment “No. 2” as of June 14, 2021, and Amendment “No. 3” as of October 1, 2021 (collectively the “Agreement”) between City of Jackson (“Client”) with a principal place of business located at 200 South President Street Jackson, MS 39205 and Paymentus Corporation, a State of Delaware Corporation with a principal place of business at 13024 Ballantyne Corporate Park, Suite 400, Charlotte, North Carolina 28277 (“Paymentus”). Client and Paymentus are also referred to as “Party” and collectively as the “Parties.” This Amendment No. 4 is effective at the time of the last to sign of the Parties.

Amendment No. 4 revises Schedule A to the Master Services Agreement to allow the for recurring utility payments at a cost of \$1.50 per transaction, which is payable by the customer at the time of their utility payment.

Under the Statement of Work, Paymentus will configure, develop and implement several payment validation and processing enhancements in coordination with City of Jackson new billing system C2M and their vendor, Oracle, including the ability through customer portal to set up a recurring, monthly automatic payment.

The order also ratifies Amendment No. 3 to the Master Services Agreement, which increased the maximum payment to \$7,500.00 for non-utility government services payments at no additional cost to customers or the City.

Statement of Work Attached.

Statement of Work

To: City of Jackson
 c/o Carla Dazet
 200 South Present Street
 Jackson, MS 39205

Project Description: Paymentus will configure, develop and implement several payment validation and processing enhancements in coordination with City of Jackson and their vendor, Oracle.

In Scope:

- TLA: COJ = IVR only – Utility Bill payments
- TLA: COJO = Customer Portal, Agent Dashboard – Utility Bill payments

Item	Detail	Fee Amount
Real-time Account Validation & Payment notification	Leverage the web services already enabled for TLA: COJO to enable real-time account validation and payment notifications for TLA: COJ	\$1,500.00
Enable Additional Payment methods	Turn on debit card and APM (includes WalMart Pay) for both TLA: COJ & COJO. <i>*Includes: custom messaging to ensure customer is aware of ACH fee.</i>	\$500.00
Enable Autopay	Turn on autopay feature functionality for both TLA: COJ & COJO.	\$250.00
Total Due:		\$2,250.00

Authorized Client Representative

PAYMENTUS CORPORATION

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AMENDMENT NO. 4 TO MASTER SERVICES AGREEMENT EFFECTIVE DATE JULY 6, 2010

This Amendment No. 4 ("Amendment No. 4") amends the Master Services Agreement effective as of July 6, 2010 ("Effective Date") which was modified by Amendment as of July 8, 2015, Amendment as of March 28, 2017, Amendment "No. 2" as of June 14, 2021, and Amendment "No. 3" as of October 1, 2021 (collectively the "Agreement") between City of Jackson ("Client") with a principal place of business located at 200 South President Street Jackson, MS 39205 and Paymentus Corporation, a State of Delaware Corporation with a principal place of business at 13024 Ballantyne Corporate Park, Suite 400, Charlotte, North Carolina 28277 ("Paymentus"). Client and Paymentus are also referred to as "Party" and collectively as the "Parties." This Amendment No. 4 is effective at the time of the last to sign of the Parties.

STATEMENT OF PURPOSE

Client and Paymentus entered into the Agreement for electronic bill payment services;

The Parties currently desire to amend Schedule A of the prior amended agreements to accommodate the addition of Recurring Scheduled payments via Credit and Debit Cards. Current maximum payment amounts shall remain unchanged.

AGREEMENT

In consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Paymentus agree as follows:

1. Amendment. The Agreement is hereby amended as of the Effective Date of this Amendment No. 4 as follows:

1.1 Schedule A ("Schedule A") of Amendment No. 3 is hereby deleted and the new Schedule A attached here is substituted in lieu thereof.

1.2 The parties currently desire to amend Schedule A of Amendment No. 4 to accommodate the addition of Recurring Scheduled payments via Credit and Debit Cards. Current maximum payment amounts shall remain unchanged.

2. Miscellaneous:

2.1 This Amendment No. 4 is binding and inures to the benefit of the Parties and their respective successors and assigns.

2.2 All other terms and conditions of the Agreement not modified by this Amendment No. 4 remain in full force and effect.

2.3 This Amendment No. 4 may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to be executed by their duly authorized representatives.

CITY OF JACKSON, MS

PAYMENTUS CORPORATION

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



SCHEDULE A – PAYMENTUS FEE SCHEDULE

Paymentus Service Fee charged to the User will be based on the following table:

Payment Type (User-Paid Convenience Fee Model)	Paymentus Service Fee
Utility Services Average Bill Amount \$125.00 <ul style="list-style-type: none">• Credit/Debit Card (Visa®, MasterCard®, Discover®) and ACH/eCheck.• Recurring Scheduled payments <p>*Note: Maximum Payment Amount per payment is \$300.00 (multiple payments can be made).</p>	Flat fee of \$2.95* per qualified transaction Flat fee \$1.50* per transaction (Recurring Only)
Open Records Average Bill Amount: \$50.00 <ul style="list-style-type: none">• Credit/Debit Card (Visa®, MasterCard®, Discover®) and ACH/eCheck. <p>*Note: Maximum Payment Amount per payment is \$100.00 (multiple payments can be made).</p>	Flat fee \$2.25* per transaction
Miscellaneous Government Services (non-utility) <ul style="list-style-type: none">• Credit/Debit Card (Visa®, MasterCard®, Discover®) and ACH/eCheck. <p>*Note: Maximum Payment Amount per payment is \$7,500 (multiple payments can be made).</p>	2.50% of the total dollar amount or \$1.25*, whichever is greater.

The Paymentus Service Fee will be collected in addition to the end-user bill payment total. Paymentus may apply different limits per transactions for user adoption or to mitigate risks.

AMENDMENT NO. 3
PAYMENTUS MASTER SERVICES AGREEMENT WITH EFFECTIVE DATE JULY 6, 2010

This Amendment No. 3 ("Amendment No. 3") amends the Master Services Agreement executed on effective date July 6th, 2010 ("Effective Date") (collectively the "Agreement"), between City of Jackson ("Client") with a principal place of business located at 200 South President Street Jackson, MS 39205, and Paymentus Corporation, a State of Delaware Corporation with a principal place of business at 13024 Ballantyne Corporate Parkway, Suite 400, Charlotte, North Carolina 28277 ("Paymentus"). Client and Paymentus are also referred to as "Party" and collectively as the "Parties." This Amendment No. 3 is effective at the time of the last to sign of the Parties.

STATEMENT OF PURPOSE

Client and Paymentus entered into the Agreement for electronic bill payment services;

- A. The parties entered into a Master Services Agreement originally dated July 6th, 2010.

- B. The Parties wish to amend Schedule A of the Master Services Agreement to accommodate an increase in the Maximum Payment Amount to \$7,500 for Non-Utility Debit/Credit card transactions.

AGREEMENT

In consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Paymentus agree as follows:

1. **Amendment.** The Agreement is hereby amended as of the Effective Date of this Amendment No. 3 as follows:
 - 1.1 The Parties wish to amend Schedule A of the Master Services Agreement to accommodate an increase in the Maximum Payment Amount to \$7,500 for Non-Utility Debit/Credit card transactions.

2. **Miscellaneous:**
 - 2.1 This Amendment No. 3 is binding and inures to the benefit of the Parties and their respective successors and assigns.


 - 2.2 All other terms and conditions of the Agreement not modified by this Amendment No. 3 remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be executed by their duly authorized representatives.

CITY OF JACKSON

By: Muriel Reid
Printed Name: Muriel Reid
Title: Interim Director
Date: 10/1/21

PAYMENTUS CORPORATION

By: 
Printed Name: Peter Fanous
Title: Senior Vice President
Date: October 4, 2021

AMENDMENT NO. 2
PAYMENTUS MASTER SERVICES AGREEMENT WITH EFFECTIVE DATE JULY 6, 2010

This Amendment No. 2 ("Amendment No. 2") amends the Master Services Agreement executed on effective date July 6th, 2010 ("Effective Date") (collectively the "Agreement"), between City of Jackson ("Client") with a principal place of business located at 200 South President Street Jackson, MS 39205, and Paymentus Corporation, a State of Delaware Corporation with a principal place of business at 13024 Ballantyne Corporate Parkway, Suite 400, Charlotte, North Carolina 28277 ("Paymentus"). Client and Paymentus are also referred to as "Party" and collectively as the "Parties." This Amendment No. 2 is effective at the time of the last to sign of the Parties.

STATEMENT OF PURPOSE

Client and Paymentus entered into the Agreement for electronic bill payment services;

- A. The parties entered into a Master Services Agreement originally dated July 6th, 2010.

- B. The parties wish to amend section 9.1 "Term" of the Master Services Agreement to extend the Initial Term through April 23rd, 2024 and to provide for successive automatic renewal periods of one (1) year each thereafter, unless either party provides the other party with ninety days prior written notice of its intent not to renew prior to the expiration of the then current term.

AGREEMENT

In consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Paymentus agree as follows:

1. **Amendment.** The Parties hereby delete Section 9.1 of the Agreement, and substitute the following language in lieu thereof:

"9.1 The Term of the Agreement will commence on the Effective Date and continue through April 23, 2024 ("Initial Term). At the end of the Initial Term, the Agreement will automatically renew for successive one (1) year periods unless either Client or Paymentus provide the other party with not less than ninety (90) days prior written notice before the next automatic renewal date that it elects not to automatically renew the term of the Agreement."

2. **Miscellaneous:**


2.1. This Amendment No. 2 is binding and inures to the benefit of the Parties.

2.2. All other terms and conditions of the Agreement not modified by this Amendment No. 2 remain in full force and effect.


2.3. This Amendment No. 2 may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be executed by their duly authorized representatives.

CITY OF JACKSON

By: 
Printed Name: Chokwe A. Lumumba
Title: Mayor
Date: 6/14/2021

PAYMENTUS CORPORATION

By: 
Printed Name: David Shapiro
Title: Senior Vice President
Date: June 10, 2021

Paymentus

April 28, 2021

Paymentus Corporation
13024 Ballantyne Corporate Place
Suite 450
Charlotte, NC 28277

Statement of Work

To: City of Jackson
c/o Carla Dazet
200 South President Street
Jackson, MS 39205

Project Description: City of Jackson is requesting that Paymentus perform standard real time integration between the Paymentus IPN, Oracle DSS, and C2M for real time card payment processing.

Item	Detail	Amount
Oracle API Integration	Paymentus to perform a standard Integration development to interface with Oracle in order to accommodate successful end-to-end payment acceptance, notification, and confirmation for Oracle DSS Payments. Business requirements to be completed by Paymentus Implementation Project Manager.	\$7,500.00 (One-time Set Up Fee Waived)
C2M Integration	Paymentus to perform a realtime API Integration between Paymentus and C2M. Business requirements to be completed by Paymentus Implementation Project Manager.	\$7,500 (One-time Set Up Fee Waived)
Total Due		\$0

*Fees Waived for City of Jackson Renewal

Customer Authorized Representative (Signature):



Customer Name/Title (Printed): Chokwe A. Lumumba, Mayor

Date: 6/14/2021



MASTER SERVICES AGREEMENT

Customer:	The City of Jackson
Customer Address:	P.O. Box 17, 219 South President Street, Jackson, MS 39205
Contact for Notices to Customer:	Mr. Lee Unger, Director of Administration
Estimated Yearly Bills / Invoices:	800,000

This Master Services Agreement ("Master Agreement") is entered into as of the Effective Date below, by and between the Customer ("Customer") identified above and Paymentus Corporation, a Delaware Corporation ("Paymentus").

WHEREAS Paymentus desires to provide and the Client desires to receive certain services under the terms and conditions set forth in this Agreement. Paymentus provides electronic bill payment services to utilities, municipalities, insurance and other businesses.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of this signature page, General Terms and Conditions, and the attachments ("Attachments") with schedules ("Schedules") listed below:

Schedule A: Paymentus Service Fee Schedule

This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of Paymentus or Customer with respect to the subject matter hereof and may be changed only by agreements in writing signed by the authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

Customer: City of Jackson, Mississippi

By: _____

Name: Harvey Johnson, Jr.

Title: Mayor

Date: 7/6/10

Paymentus:

By: _____

Name: Dushyant Sharma

Title: President and CEO

Date: 11 June 2010

GENERAL TERMS AND CONDITIONS

1 Definitions:

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

- 1.1 "Agreement " or "Contract" shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this contract for Paymentus to be the exclusive provider of services, stated herein, to the Customer
- 1.2 "User" shall mean the users of the Customer's services
- 1.3 "Effective Date" shall be the last date upon which the parties signed this Agreement. The Agreement will not be effective against any party until the said date
- 1.4 "Launch Date" shall be the date on which Customer launches this service to the Users
- 1.5 "Payment" shall mean Users to make payments for Customer's services or Customer's bills
- 1.6 "Payment Amount" shall mean the bill amount User wants to pay to the Customer.
- 1.7 "Services" shall include the performance of the Services outlined in section 2 of this Agreement
- 1.8 "Paymentus Authorized Processor" shall mean a Paymentus authorized merchant account provider and payment processing gateway
- 1.9 "Reversed or Charged-back Transactions" shall mean cancelled transactions due to User error, or a User's challenge to Payment authenticity.
- 1.10 "Average Bill Amount" shall mean the total amount of Payments collected through Paymentus system in a given month divided by the number of the Payments for the same month.

2 Description of Services to be performed

2.1 Scope of Services

Paymentus shall provide Users the opportunity to make Payments by Credit Cards and other payment methods as deemed necessary by Paymentus. Payments may be made by Interactive Telephone Voice Response System ("IVR") or secure Internet interface provided at the Paymentus Corporation's web site or other websites part of Paymentus' Instant Payment Network ("WebSites"), collectively referred to as the ("System").

Paymentus shall, on behalf of the Customer, collect and process Payments from Users using Visa, MasterCard or other credit cards ("hereinafter referred to as a "Card"). Paymentus may also offer other payment options such as eChecks or Debit Cards.

2.2 Professionalism

Paymentus shall perform in a professional manner all Services required to be performed under this Agreement.



3 Compensation

3.1 No Cost Installation

Paymentus will charge no fees related to the initial setup and personalization of its standard service for both Web and IVR interfaces.

3.2 Paymentus Service Fee

System will charge each User a Service fee for each transaction processed (hereinafter called "Paymentus Service Fee"). Such Paymentus Service Fee is to be collected in addition to the corresponding Payment as part of the transaction.

For each payment, the Paymentus Service Fee collected will be used to pay the corresponding Credit Card transaction fees or transaction fees associated with Debit Cards or eChecks (hereinafter called "Transaction Fees") except NSF fees and processing charges related to Paymentus (hereinafter called "Paymentus Fees").

A schedule of Paymentus Service Fee is attached hereto as Schedule A. Paymentus and Customer may mutually review Paymentus Service Fee schedule at regular intervals. However, Paymentus can amend this schedule upon prior written notice to the Customer, if such change is required due to changes in the Visa and MasterCard regulations or changes in Credit Card fees or changes in the Average Bill Amount.

4 Payment Processing

4.1 Explicit User Confirmation

Paymentus shall confirm the dollar amount of all Payments and the corresponding Paymentus Service Fee to be charged to a Card and electronically obtain the User approval of such charges prior to initiating Card authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.2 Merchant Account

Paymentus will arrange for the Customer to have a merchant account with the Paymentus Authorized Processor for processing and settlement of the credit card transactions.

4.3 Card Authorization

For authorization purposes, Paymentus will electronically transmit all Card transactions to the appropriate Card-processing center, in real time as the transactions occur.

4.4 Settlement

Paymentus together with its authorized Card processor shall forward the payment transactions and corresponding Paymentus Service Fee to the appropriate card organizations for settlement directly to the Customer's depository bank account previously designated by the Customer (hereinafter the "Customer Bank Account"), within standard timeframe of 2-3 business days.

Paymentus together with Paymentus Authorized Processor will continuously review its settlement and invoicing processes for its simplicity and efficiencies. Customer and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.



4.5 Reversed or Chargeback Transactions

Reversed or Chargeback Transactions can be reversed by the Customer using the Paymentus software provided ("Agent Dashboard"). The Payment Amount will be refunded to the User, however, the Paymentus Service Fee is non-refundable, and therefore the corresponding Paymentus Service fees will not be refunded to the User. The remittance file will contain a record of any such transaction whenever such transactions occur.

With respect to all Reversed or Chargeback Card Transactions that are substantiated by a User and approved by an authorized representative of Paymentus and the Customer: (i) the Customer authorizes Paymentus and Paymentus Authorized Processor (and/or the respective card organization) to debit the Customer Bank Account for the amount of the corresponding Payment and (ii) Paymentus shall refund to the Card organization for credit back to the User the corresponding Paymentus Service Fees. The Customer agrees that it shall not refund in cash to a User any Payment made using Paymentus' Services. Since Paymentus receives no revenue from any Payment that is charged back, the Customer will be responsible for the fees associated with Chargeback processing by Paymentus Authorized Processor.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback transactions, for simplicity and efficiencies. Customer and Paymentus agree to fully co-operate with each other if Paymentus requires any change its settlement and invoicing processes for such transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus shall provide Customer with reports summarizing use of the Services by Users for a given reporting period.

5.2 User Adoption Communication by Customer

Customer will make Paymentus' Services available to its residential and commercial customers by different means of customer communication including a) through bills, invoices and other notices; b) by providing IVR and Web payment details on the Customer's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) through customer's general IVR/Phone system; and d) other channels deemed appropriate by the Customer.

Paymentus shall provide Customer with logos, graphics and other marketing materials for Customer's use in its communications with its users regarding the Services and/or Paymentus.

Both parties agree that Paymentus will be presented as a payment method option. Customer will communicate Paymentus option to its end residential and commercial customers wherever Customer usually communicates its other payment methods.

5.3 Independent Contractor

Customer and Paymentus agree and understand that the relationship between both parties is that of an independent contractor.

5.4 Customer's Responsibilities

In order for Paymentus to provide Services outlined in this Agreement, the Customer shall co-operate with Paymentus by:

- (i) Customer will enter into all applicable merchant Card or cash management agreements.



- (ii) For the duration of this Agreement, Customer will keep a bill payment link connecting to Paymentus System at a prominent and mutually agreed location on the Customer website. The phone number for the IVR payment will also be added to the web site. Customer will also add the IVR payment option as part of the Customer's general phone system.
- (iii) User Adoption marketing as described in 5.2.
- (iv) Within 30 days of the merchant account setup, Customer will launch the service to the Users.

6 Governing Laws

This Agreement shall be governed by the laws of the state of Mississippi.

7 Communications

7.1 Authorized Representative

Each party shall designate an individual to act as a representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

7.2 Notices

All notices of any type hereunder shall be in writing and shall be given by Post or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

To Customer

c/o Lee Unger, Director
Department of Administration
City of Jackson, Mississippi
200 South President Street
Jackson, MS 39201

(601) 960 - 2209 (Phone)

(601) 960 - 1049 (Fax)

To Paymentus

c/o President and CEO
3455 Peachtree Road N.E. 5th Floor
Atlanta, GA 30326

(888) 476-8910 (Phone)
(877) 882-1676 (Fax)

Notices shall be declared to have been given or received on the date the notice is physically received if given by hand delivery, or if notices given by US Post, then notice shall be deemed to have been given upon on date said notice was deposited in the mail addressed in the manner set forth above. Any party hereto by



giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

7.3 Amendment of Agreement

Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

7.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

7.5 Attorney's Fees

Should any litigation arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

7.6 Confidentiality

Customer will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains during the term of this Agreement about Paymentus' business, operations, financial condition, technology, systems, no-how, products, services, suppliers, customers, marketing data, plans, and models, and personnel. Paymentus will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential User information it receives in connection with its performance of the services.

7.7 Intellectual Property

In order that the Customer may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Customer a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for such purpose only. Customer does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the WebSite) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the System and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

7.8 Force Majeure

Paymentus will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Paymentus' reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

7.9 Time of the Essence

Paymentus and Customer acknowledge and agree that time is of the essence for the completion of the Services to be performed and each parties respective obligations under this Agreement.



8 Indemnification

8.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to the fullest extent permitted by law, to indemnify and hold harmless the Customer and its governing officials, agents, employees, and attorneys (collectively, the "Customer Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Customer Indemnitee as a result or arising out of (i) the willful misconduct or negligence of Paymentus in performing the Services or (ii) a material breach by Paymentus of its covenants.

8.2 Warranty Disclaimer

Except as expressly set forth in this Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to the Customer or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement.

8.3 Limitation of Liability

Notwithstanding the foregoing, the parties agree that neither party shall be liable to the other for any lost profits, lost savings or other special, indirect or consequential damages, even if the party has been advised of or could have foreseen the possibility of such damages. Except if Paymentus fails to take reasonable steps to protect User's payments and identities, Paymentus' total liability for damages for any and all actions associated with this Agreement or the Service shall in no event exceed the specific dollar amount of the aggregate Paymentus Service Fee paid to Paymentus for 60 days immediately preceding the particular payment transaction which is the subject matter of damage.



9 Term and Termination

9.1 Term

The term of this Agreement shall commence on the effective date of this Agreement and continue for a period of 2 (two) years ("Initial Term") from the Launch Date. Services under this Agreement shall begin within 30 days of the merchant account setup.

At the end of the initial 2-year Term, this Agreement will automatically renew for successive two (2) year periods unless either Customer or Paymentus provide the other party with not less than 6 (six) months prior written notice before such automatic renewal date that such party elects not to automatically renew the term of this Agreement for such further 2 year period on such automatic renewal date. However, the Customer may, after the initial two (2) year period expires, terminate this agreement without cause by providing Paymentus six (6) months written notice of termination.

9.2 Material Breach

A material breach of this Agreement shall be cured within 90 (ninety) days ("Cure Period") after a party notifies the other of such breach. In the event, such material breach has not been cured within the Cure Period, the non-breaching party can terminate this Agreement by providing the other party with a 30 (thirty) days notice.

9.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus shall cease all Services being provided hereunder unless otherwise directed by the Customer in writing.



Schedule A – Paymentus Service Fee Schedule

Paymentus Service Fee charged to the User will be based on one of the following table:

Payment Amount	Paymentus Service Fee
<p>Residential Utility Bills</p> <ul style="list-style-type: none">• Average Bill Amount \$110.00• Maximum payment of \$300. Multiple payments can be made• Paymentus is responsible for payment processing fees including credit card, eCheck, debit fees.	Flat Fee of \$3.50

Note:

Users can make multiple payments in increments with a separate fee for each payment.

The Paymentus Service Fee will be collected in addition to the Payment Amount.

ORDER TERMINATING, CLOSING, AND VACATING A CERTAIN EASEMENT AND ACCEPTING DONATION OF AN EASEMENT FROM SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY

OFFICE OF THE CITY ATTORNEY
2022-4022
4-23-22

WHEREAS, Southern Farm Bureau Life Insurance Company has petitioned the City of Jackson, Mississippi to terminate and vacate a certain easement over Parcel 713-4-4 and 713-4-10, and recorded in Book 2410, Page 93, of the land records of the Chancery Clerk of the First Judicial District of Hinds County, Mississippi (the "Easement"); and

WHEREAS, the Easement granted the City of Jackson a perpetual and irrevocable easement for a sanitary sewer across and over certain property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, as more particularly described therein (the "Parcel"); and

WHEREAS, Southern Farm Bureau, which owns the parcels that the easement crosses, desires to construct a new generator building on top of the sanitary sewer line, to construct a replacement sewer line away from the new generator building, and to dedicate a new easement to replace the abandoned easement; and

WHEREAS, terminating and vacating part of the old easement and dedicating a new easement will promote commercial development in this portion of the City of Jackson as well as the general welfare of the City of Jackson.

IT IS THEREFORE ORDERED THAT:

SECTION 1. The following described easement to be terminated and vacated is as follows:

This description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83/CORS 96 (EPOCH 2002.000). grid values, using Convergence Angle 00 degrees 04 minutes 25.80419 seconds, and a Scale Factor 0.999952073 developed using INET

A tract or parcel of land containing 0.03 acres, more or less, lying and being situated in the South 1/2 of Section 4, Township 6 North, Range 1 East, City of Jackson, First Judicial District, Hinds County, Mississippi and being more particularly described by metes and bounds as follows:

Commencing at a found 1/2 inch iron pin marking the intersection of the North right-of-way of Livingston Lane with the West right-of-way of Lakeover Road as per plat of Twin Lakes of Lakeover, Part 1 as recorded in Plat Book 27, Page 41 in the Office of the Chancery Clerk of First Judicial District of Hinds County, said found 1/2 inch iron pin being the point of determination of the above cited convergence angle and scale factor, and being defined as N 1051714.94, E 2339127.51 on the above reference coordinate system; run thence

Agenda Item #23
Agenda Date: April 26, 2022
(King, Lumumba)

South 51 degrees 07 minutes 34 seconds West for a distance of 896.26 feet to a set 1/2 inch iron pin marking West line of an existing City of Jackson 10 feet in width Sanitary Sewer Easement (intended to be abandoned) as recorded in Deed Book 2410, Page 93 in the Office of the Chancery Clerk of First Judicial District and said plat of Twin Lakes of Lakeover, Part 1; thence

South 10 degrees 25 minutes 44 seconds West along said West line of an existing City of Jackson 10 feet in width Sanitary Sewer Easement for a distance of 11.75 feet to a set 1/2 inch iron pin marking the Point of Beginning of the herein described easement, having the following coordinates: N 1051140.88, E 2338427.62; thence

North 68 degrees 46 minutes 03 seconds East for a distance of 11.75 feet to a set 1/2 inch iron pin marking the East line of said Existing City of Jackson 10 feet in width Sanitary Sewer Easement; thence

South 10 degrees 25 minutes 44 seconds West along said Existing City of Jackson 10 feet in width Sanitary Sewer Easement for a distance of 146.96 feet to the North line of an existing City of Jackson 20 feet in width Sanitary Sewer Easement as recorded in said Deed Book 2410, Page 93 and said plat of Twin Lakes of Lakeover, Part 1; thence

North 64 degrees 41 minutes 03 seconds West along said North line of an existing City of Jackson 20 feet in width Sanitary Sewer Easement for a distance of 4.41 feet to a set 1/2 inch iron pin; thence

North 86 degrees 10 minutes 51 seconds West along said North line of an existing City of Jackson 20 feet in width Sanitary Sewer Easement for a distance of 5.77 feet to a set 1/2 inch iron pin marking said West line of a Existing City of Jackson 10 feet in width Sanitary Sewer Easement; thence

North 10 degrees 25 minutes 44 seconds East for a distance of 140.33 feet to the Point of Beginning.

SECTION 2. The Easement and all easement rights granted thereunder are hereby terminated, closed and vacated.

SECTION 3. Upon the City closing and abandoning the aforesaid easement created for streets, sidewalks and other public purposes, all of its title and interests are abandoned to the adjoining property owners of records.

SECTION 4. The following described easement is accepted as follows:

This description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83/CORS 96 (EPOCH 2002.000). grid values, using Convergence Angle 00 degrees 04 minutes 25.80419 seconds, and a Scale Factor 0.999952073 developed using INET

A tract or parcel of land containing 0.05 acres, more or less, lying and being situated in the South 1/2 of Section 4, Township 6 North, Range 1 East, City of Jackson, First Judicial District, Hinds County, Mississippi and being more particularly described by metes and bounds as follows:

Commencing at a found 1/2 inch iron pin marking the intersection of the North right-of-way of Livingston Lane with the West right-of-way of Lakeover Road as per plat of Twin Lakes of Lakeover, Part 1 as recorded in Plat Book 27, Page 41 in the Office of the Chancery Clerk of First Judicial District of Hinds County, said found 1/2 inch iron pin being the point of determination of the above cited convergence angle and scale factor, and being defined as N 1051714.94, E 2339127.51 on the above reference coordinate system; run thence

South 51 degrees 07 minutes 34 seconds West for a distance of 896.26 feet to a set 1/2 inch iron pin marking West line of an existing City of Jackson 10 feet in width Sanitary Sewer Easement (intended to be abandoned) as recorded in Deed Book 2410, Page 93 in the Office of the Chancery Clerk of First Judicial District and said plat of Twin Lakes of Lakeover, Part 1, and the Point of Beginning of the herein described easement, having the following coordinates: N 1051152.43, E 2338429.74; thence

South 10 degrees 25 minutes 44 seconds West along said West line of an existing City of Jackson 10 feet in width Sanitary Sewer Easement for a distance of 11.75 feet to a set 1/2 inch iron pin; thence

South 68 degrees 46 minutes 17 seconds West for a distance of 105.45 feet to a set 1/2 inch iron pin; thence

South 10 degrees 42 minutes 10 seconds East for a distance of 97.88 feet to a set 1/2 inch iron pin marking the North line of an existing City of Jackson 20 feet in width Sanitary Sewer Easement as recorded in said Deed Book 2410, Page 93 and said plat of Twin Lakes of Lakeover, Part 1; thence

North 86 degrees 10 minutes 51 seconds West along said North line of an existing City of Jackson 20 feet in width Sanitary Sewer Easement for a distance of 5.67 feet to a set 1/2 inch iron pin; thence

South 59 degrees 23 minutes 43 seconds West along said North line of an existing City of Jackson 20 feet in width Sanitary Sewer Easement for a distance of 4.80 feet to a set 1/2 inch iron pin; thence

North 10 degrees 42 minutes 10 seconds West for a distance of 106.40 feet to a set 1/2 inch iron pin; thence

North 68 degrees 46 minutes 17 seconds East for a distance of 119.93 feet to the Point of Beginning.

SECTION 5. A certified copy of this Order shall be filed in the land records of the Chancery Clerk of Hinds County, Mississippi, by the Petitioner at the expense of the Petitioner.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 14, 2022
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	Order vacating a sewer easement and accepting a new sewer easement on Southern Farm Bureau property.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5 & 7	
3.	Who will be affected	Southern Farm Bureau, City sewer customers	
4.	Benefits	Relocate a sewer line and establish new easements.	
5.	Schedule (beginning date)	Upon approval by the City Council	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Southern Farm Bureau on Livingston Ln (Ward 2)	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works, Engineering Division	
8.	COST	No Cost to City	
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 _____ % 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 ___



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director

Date: April 14, 2022

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item vacating an existing sewer easement on Southern Farm Bureau property and accepting donation of a new easement to replace the vacated easement. Southern Farm Bureau desires to construct a generator building on top of an existing City sewer easement. As part of construction, Southern Farm Bureau will construct a new sewer line to go around the generator building and dedicate a new easement to replace the old easement.

It is the recommendation of this office that this item be approved. If you have any questions or comments, please call me at (601) 960-2091.


Office of the City Attorney

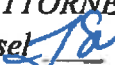
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
APR 19 2022

OFFICE OF THE CITY ATTORNEY

This **ORDER TERMINATING, CLOSING, AND VACATING A CERTAIN EASEMENT AND ACCEPTING DONATION OF AN EASEMENT FROM SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY** is legally sufficient for placement in NOVUS Agenda.



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

4/19/22

DATE

**ORDER ACCEPTING THE BID OF HEMPHILL
CONSTRUCTION COMPANY, INC. FOR THE JH FEWELL
WATER TREATMENT PLANT CORROSION CONTROL
CHEMICAL FEED SYSTEM PROJECT, DWI-L250008-03**

OFFICE OF THE CITY ATTORNEY
4-26-2022

WHEREAS, on March 29, 2022, the City of Jackson received two sealed bids for the JH Fewell Water Treatment Plant Corrosion Control Chemical Feed System Project, , DWI-L250008-03; and

WHEREAS, the bid received from Hemphill Construction Company, Inc. in the amount of \$9,638,994.00, was the lowest and best bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Hemphill Construction Company, Inc. as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc, in the amount of \$9,638,994.00, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

Agenda Item #24
Agenda Date: April 26, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
April 4, 2022

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE JH FEWELL WATER TREATMENT PLANT CORROSION CONTROL CHEMICAL FEED SYSTEM PROJECT, DWI-L250008-03																																													
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	Water Infrastructure JH Fewell Water Treatment Plant																																													
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 JH Fewell WTP.																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Department of Public Works.																																													
8.	COST	\$9,638,994.00																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Department of Health SRF Water Drinking Loan #3 Account No. 032-521.90-6824																																													
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	___																																							
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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: April 4, 2022



Agenda Item:

ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE JH FEWELL WATER TREATMENT PLANT CORROSION CONTROL CHEMICAL FEED SYSTEM PROJECT, DWI-L250008-03

Purpose: Water Infrastructure Repair JH Fewell WTP
Cost: \$9,638,994.00
Project/Contract Type: Corrosion Control Chemical Feed System Project
Funding Source: Fund 32, SRF Loan No. 3
Schedule/Time: June 2022
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 enter into a contract with Hemphill Construction Company, Inc., for the JH Fewell Water Treatment Plant Corrosion Control Chemical Feed System Project. The purpose of is this project is to improve water quality and production into the distribution system. This is a requirement from the Mississippi Department of Health to ensure the water system meets compliance. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

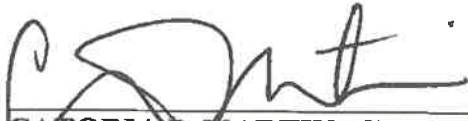
Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY
4/19/22

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE JH FEWELL WATER TREATMENT PLANT CORROSION CONTROL CHEMICAL FEED SYSTEM PROJECT, DWI-L250008-03** is legally sufficient for placement in NOVUS Agenda.



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

4/19/22

DATE



March 30, 2022
Cornerstone Engineering Project No. 21-18

Dr. Charles Williams, P.E.
City of Jackson
200 S. President Street
Jackson, MS 39201

REFERENCE: **BID EVALUATION**
PROPOSED JH FEWELL WTP CORROSION CONTROL CHEMICAL FEED
SYSTEM IMPROVEMENT PROJECT (SRF LOAN #3-CONTRACT #2)
JACKSON, MS

Dear Dr. Williams:

As you are aware, on March 29, 2022, two (2) bids were received and opened for the above referenced project. The original proposals were retained by the city for filing and a copy was given to our firm for checking. We have evaluated the bid and have found the following:

The apparent lowest bid was received in the amount of \$9,638,994.00 from Hemphill Construction Company, Inc. (Hemphill). Hemphill no discrepancies were found in their bid.

The SRF loan #3 has enough funding to proceed with awarding this project if the city decides to move forward.

The final official bid tabulation is attached. Please inform us of the city council's decision to award this project at your earliest convenience so we may prepare the contract documents for execution. If you have any questions in the interim, please feel free to contact me at (601) 473-2403.

Sincerely,

Mauricka McKenzie, Sr., P.E., BCEE
Project Engineer

Cc: Harry Gong, P.E.
Attachment

Bid Tabulation

**PROPOSED JH FEWELL WTP CORROSION CONTROL CHEMICAL FEED SYSTEM IMPROVEMENT PROJECT
CITY OF JACKSON, MS
MARCH 29, 2022**

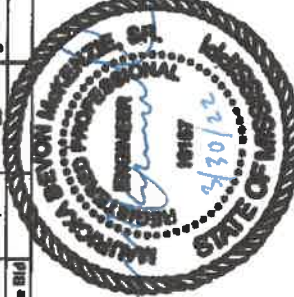
Apparent Low Bidder #1
Hempill Construction Company, Inc.

CB# 02468-MC

Apparent Low Bidder #2
Delta Constructors, Inc.

CB# 07487-MC

Item Sched. No.	Item Description	Estimated Quantity	Unit Description	Bidder's Original Price		Bidder's Original Price	
				Unit Price	Total Price (Quantity x Subtotal)	Unit Price	Total Price (Quantity x Subtotal)
A 1	Mobilization	1	LS	\$ 350,000.00	\$ 350,000.00	\$ 180,000.00	\$ 180,000.00
A 2	Mechanically Remove/Dispose Existing Sludge and Vegetation Debris From Existing Basins (110'LX60'WX6'D)	1600	WET TONS	\$ 200.00	\$ 320,000.00	\$ 280.00	\$ 448,000.00
A 3	Demolish/Remove/Dispose Metal Weirs, Concrete Top & Concrete Interior Columns of Existing Basin	1	LS	\$ 350,000.00	\$ 350,000.00	\$ 287,000.00	\$ 287,000.00
A 4	Sawcut, Demolish/Remove Asphalt Paving in Parking Lot	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 78,000.00	\$ 78,000.00
A 5	Perform Parking Lot Area Site Grading and Drainage Improvements	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 57,000.00	\$ 57,000.00
A 6	Install Concrete Paving in Driveway Outside Basins	1	LS	\$ 350,000.00	\$ 350,000.00	\$ 267,000.00	\$ 267,000.00
A 7	Backfill Basin with Compacted Washed Gravel Fill Material (110'LX60'WX2'D) Basin	560	CY	\$ 130.00	\$ 72,800.00	\$ 146.00	\$ 81,760.00
A 8	Backfill Basin with Compacted Granular Sand Fill Material (110'LX60'WX6'D) Basin	1,700	CY	\$ 90.00	\$ 153,000.00	\$ 104.00	\$ 176,800.00
A 9	Backfill Basin with Compacted Select Fill Material (110'LX60'WX5'D) Basin	1,800	CY	\$ 60.00	\$ 108,000.00	\$ 53.00	\$ 95,400.00
A 10	Install Reinforced Concrete Prevention and Beam Support on top of Basin 1	1	LS	\$ 620,000.00	\$ 620,000.00	\$ 692,000.00	\$ 692,000.00
A 11	Install Two New Liquid Lines Silos, 4 Metering Pumps/Silos, Associated Pump Buildings and Electrical Controls	1	LS	\$ 920,694.00	\$ 920,694.00	\$ 1,045,000.00	\$ 1,045,000.00
A 12	Provide and Install Redundant Liquid Line Chemical Feed Lines (3/4") (Reinf. PVC Tubing) to pre feed POA #1 (controls of a total of 6 lines- 4 main feeds and 1 spare from each silo)	1,500	LF	\$ 15.00	\$ 22,500.00	\$ 7.00	\$ 10,500.00
A 13	Provide and Install Redundant Liquid Line Chemical Feed Lines (3/4") (Reinf. PVC Tubing) to post feed POA #1 (controls of a total of 6 lines- 4 main feeds and 1 spare from each silo)	2,200	LS	\$ 25.00	\$ 55,000.00	\$ 10.00	\$ 22,000.00
A 14	Provide and Install 6" schedule 40 conduits (Alum. Jacket and insulation wrapped) for housing the lime chemical feedline to POA #1 and POA #2 (two separate conduits per silo with pullboxes every 50')	650	LF	\$ 650.00	\$ 422,500.00	\$ 275.00	\$ 178,750.00
A 15	Install Pipe Hangers, Supports and Diffusers (pre and post feed)	1	LS	\$ 330,000.00	\$ 330,000.00	\$ 231,000.00	\$ 231,000.00
A 16	Provide Polymer Feed Pumps (For Owner's Spare Storage)	2	EA	\$ 90,000.00	\$ 180,000.00	\$ 10,000.00	\$ 20,000.00
A 17	Perform Site Cleanup, Regrassing, Removal of Erosion Control Silt Fence	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 21,000.00	\$ 21,000.00
A 18	Install Electrical Power Panels, Electrical Siterwork	1	LS	\$ 300,000.00	\$ 300,000.00	\$ 409,000.00	\$ 409,000.00
A 19	Install Temporary sump pump and 24" wetwell inside basin 1 for drainage/stormwater management	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 6,000.00	\$ 6,000.00
B 1	Mobilization	1	LS	\$ 200,000.00	\$ 200,000.00	\$ 180,000.00	\$ 180,000.00
B 2	Demolish/Remove/Dispose Metal Weirs, Concrete Top & Interior Columns of Existing Basin	1	LS	\$ 500,000.00	\$ 500,000.00	\$ 642,000.00	\$ 642,000.00
B 3	Mechanically Remove/Dispose Existing Sludge and Vegetation Debris From Existing Basin (110'LX60'WX16'D)	4,800	WET TONS	\$ 200.00	\$ 960,000.00	\$ 280.00	\$ 1,344,000.00
B 4	Backfill Basin with Compacted Washed Gravel Fill Material (110'LX60'WX2'D) Basin	850	CY	\$ 130.00	\$ 110,500.00	\$ 146.00	\$ 124,100.00
B 5	Backfill Basin with Compacted Granular Sand Fill Material (110'LX60'WX6'D) Basin	2,400	CY	\$ 90.00	\$ 216,000.00	\$ 104.00	\$ 249,600.00
B 6	Backfill Basin with Compacted Select Fill Material (110'LX60'WX5'D) Basin	2,500	CY	\$ 60.00	\$ 150,000.00	\$ 53.00	\$ 132,500.00
B 7	Install Reinforced Concrete Prevention and Beam Support on top of Basin 2 and Basin 3	1	LS	\$ 875,000.00	\$ 875,000.00	\$ 811,000.00	\$ 811,000.00
B 8	Energy Allowance for Relocation to the Overhead Circuits to the area Lights to Underground Conductors (Contractor shall provide an invoice from Energy for final payment)	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
B 9	Install Ultrasonic Flow Meter on Existing 42" and 48" Raw Water Main (For Chlorine Feed System Use)	2	EA	\$ 50,000.00	\$ 100,000.00	\$ 20,000.00	\$ 40,000.00
B 10	Install New Carbon Dioxide Gas Feed System (Owner provided gas tanks-2), 30 Tons capacity each, and control panels)	1	LS	\$ 175,000.00	\$ 175,000.00	\$ 202,000.00	\$ 202,000.00
B 11	Provide and Install redundant CO2 feed lines(3/4")316SS Sch. 80) to pre-feed POA #1 (consists of a total of 4 lines- 2 main feed lines separately insulated and heat traced from each gas tank)	600	LF	\$ 200.00	\$ 120,000.00	\$ 156.00	\$ 93,600.00
B 12	Provide and Install redundant CO2 feed lines(3/4")316SS Sch. 80) to post-feed POA #2 (Located at clear well #1)(consists of a total of 4 lines- 2 main feed lines separately insulated and heat traced from each gas tank)	1,200	LF	\$ 250.00	\$ 300,000.00	\$ 272.00	\$ 326,400.00
B 13	Install Pipe Hangers, Supports and Diffusers (pre and post feed), and temporary steel plates to protect active flume	1	LS	\$ 400,000.00	\$ 400,000.00	\$ 379,000.00	\$ 379,000.00
B 14	Install Temporary sump pump and 24" wetwell inside basin 2 & 3 for drainage/stormwater management	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 6,000.00	\$ 6,000.00
B 15	Project Allowance (For Unforeseen Conditions, Adjustments, ETC)	1	LS	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
Total Base Bid				\$ 5,438,994.00	\$ 5,438,994.00	\$ 5,438,994.00	\$ 5,438,994.00



I CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF THE BIDS RECEIVED AT 3:30 P.M. ON MARCH 28, 2022 FOR PROPOSED JH WTP FEWELL CORROSION CONTROL CHEMICAL FEED SYSTEM IMPROVEMENT PROJECT

OFFICE OF THE CITY ATTORNEY
4-29-21

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM THROUGH THE LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD AND NAMING PUBLIC WORKS DIRECTOR OR THE MAYOR AS THE AUTHORIZED REPRESENTATIVE

WHEREAS, the Department of Public Works for the City of Jackson previously identified the following critical projects for the Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) loan from the Local Governments and Rural Water Systems Improvements Board and submitted a ranking request for the Fiscal Year 2021 funding cycle:

- OB Curtis Water Treatment Improvements
- JH Fewell Water Treatment Improvements
- Total Amount Request \$27,953,300.00; and

WHEREAS, the Local Governments and Rural Water Systems Improvements Board has listed the City of Jackson's three improvement projects as part of the Fiscal Year 2021 Mississippi Drinking Water Systems Improvements Revolving Loan Fund Program Priority List for a total loan amount of \$27,953,300 with a 20-year repayment schedule at an interest rate of 1.95%; and

WHEREAS, in order to apply for such a loan, the City must submit a DWSIRLF Loan application package in compliance with DWSIRLF Program Regulations; and

WHEREAS, such regulations require that the City provide as part of such package a certified copy of a resolution which authorizes submission of the application and which designates an authorized representative to execute the application and to be the authorized representative for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE Council of the City of Jackson:

SECTION 1. That the submission of a DWSIRLF Loan application package is hereby authorized, with the proceeds from such loan to be used to finance and implement DWSIRLF Loan Program project DWI- L250008-02.

SECTION 2. That Mayor Chokwe Antar Lumumba, is authorized to execute and file an application for a DWSIRLF loan on behalf of City of Jackson, MS with full authority to execute all documents pertaining to the project.

SECTION 3. That the Public Works Director is hereby authorized to be the authorized representative of the project.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
APRIL 21, 2021**

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM THROUGH THE LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD AND NAMING PUBLIC WORKS DIRECTOR OR THE MAYOR AS THE AUTHORIZED REPRESENTATIVE	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7	
3.	Who will be affected	City of Jackson Corporate Limits	
4.	Benefits	Water Infrastructure Improvements	
5.	Schedule (beginning date)	Deadline for application submission is May 1, 2021	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.	
8.	COST	No Cost	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input checked="" type="checkbox"/> ▪ Other <input type="checkbox"/>		
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 _____

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba
From: Charles William Jr., PE, PhD, Director/City Engineer
Date: April 21, 2021



Background:

Attached, you will find an item authorizing the Mayor to execute all required documents pertaining to the application of a Drinking Water Systems Improvements Revolving Loan from the Mississippi Department of Health.

It is the recommendation of this office that the Mayor is authorized to execute all required documents in accordance with the Drinking Water Systems Improvement Revolving Loan. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
4/21/2025

OFFICE OF THE CITY ATTORNEY

This RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM THROUGH THE LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD AND NAMING PUBLIC WORKS DIRECTOR OR THE MAYOR AS THE AUTHORIZED REPRESENTATIVE is legally sufficient for placement in NOVUS Agenda.


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

4/21/2025
DATE

**DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND
LOAN AGREEMENT**

THIS AGREEMENT is executed by the STATE OF MISSISSIPPI LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD (Board) acting through the MISSISSIPPI STATE DEPARTMENT OF HEALTH (Department) and the CITY OF JACKSON, existing as an eligible Loan Recipient (Loan Recipient) under the laws of the State of Mississippi.

WITNESSETH:

WHEREAS, pursuant to Sections 41-3-16, et seq. Mississippi Code Annotated (1972), the Department is authorized to make loans to certain eligible loan recipients to finance the construction of eligible water systems improvements; and

WHEREAS, the Loan Recipient has made application for the financing of the Project, and the Department has determined that such Project meets all requirements for a loan;

NOW, THEREFORE, in consideration of the Department loaning money to the Loan Recipient, in the principal amount and the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS. Words and terms used herein shall have the meanings set forth in the Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) Regulations and as set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this Agreement, as amended.**
- (2) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement.**
- (3) "Loan Repayment" shall mean the monthly payment due from the Loan Recipient to the Department, comprised of principal and interest.**
- (4) "Project" shall mean facilities funded under this Agreement as described in Article IX.**
- (5) "Revenues" shall mean all income or earnings received by the Loan Recipient from the ownership or operation of its facilities, including investment income, all as**

calculated in accordance with generally accepted accounting principles as prescribed by the State Auditor. Revenues shall not include proceeds from the sale or other disposition of any part of the facilities, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the facilities.

- (6) "DWSIRLF Regulations" shall mean the Drinking Water Systems Improvements Revolving Loan Fund Program Regulations, in effect as of the date of the original loan award which is September 30, 2021.
- (7) "Principal Forgiveness" shall mean that component of the loan principal which is provided by the FY-2021 federal capitalization grant funds, and which in accordance with the FY 2021 Consolidated Appropriations Act and the America's Water Infrastructure Act of 2018 is being forgiven as part of this loan agreement and thus does not require repayment.

1.02. **CORRELATIVE WORDS.** Words of the masculine gender shall be understood to include correlative words of the feminine gender. Unless the context shall otherwise indicate, the singular shall include the plural, and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. **WARRANTIES, REPRESENTATIONS AND COVENANTS.** The Loan Recipient warrants, represents and covenants that:

- (1) The Loan Recipient has full power and authority to enter into this Agreement and to comply with the provisions hereof.
- (2) The Loan Recipient is not subject to bankruptcy, insolvency, or reorganization and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would restrain or enjoin it from entering into, or complying with, this Agreement.
- (3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body pending which seeks to restrain or enjoin the Loan Recipient from entering into or complying with this Agreement.
- (4) All permits and approvals required as of the date of this Agreement have been obtained for construction, operation and maintenance of the Project. The Loan Recipient knows of no reason why any future required permits or approvals for the Project cannot be obtained within the time frames required by this Agreement.
- (5) The Loan Recipient shall undertake the Project on its own responsibility, and, to the extent permitted by law, shall release and hold harmless the State, its officers,

members, and employees from any claim arising in connection with the planning, design, construction, operation, maintenance, replacement, performance, or fiscal integrity of the Project. The Loan Recipient is responsible for the proper planning, design, construction, operation, maintenance, replacement, performance, and fiscal integrity of the Project. The Department's approval of any document does not relieve the Loan Recipient or any others of any liabilities or responsibilities. Such approval of any document is for loan eligibility or allowability purposes only and does not establish or convey any such liability or responsibility.

- (6) The Loan Recipient has, or will have prior to advertisement of the Project for bids, a procurement protest procedure in accordance with Appendix L of the DWSIRLF Regulations for dealing with third parties and shall independently resolve any bid protest or other dispute between the Loan Recipient and a third party.
- (7) The financial information delivered by the Loan Recipient to the Department is current and correct. The Loan Recipient shall provide the Department with additional financial information via the audits required by Section 49-17-87 of the Mississippi Code and other notification of changing conditions relating to the Loan Recipient's ability to repay this Loan.
- (8) The Loan Recipient covenants that this Agreement is entered into for the purpose of borrowing moneys to plan, design, acquire property interests, repair and/or construct, and place in operation the Project which will in all events serve a public purpose. The Loan Recipient covenants that it will, under all conditions, complete and place the Project in operation to the end that the public need will be met.

2.02. COMPLIANCE WITH STATE STATUTES AND REGULATIONS. The Loan Recipient agrees to comply with all applicable state statutes and regulations including, but not limited to, the DWSIRLF Regulations. The DWSIRLF Regulations are attached hereto and made a part hereof for all purposes.

2.03. PROHIBITION AGAINST ENCUMBRANCES. The Loan Recipient is prohibited from selling, leasing or disposing of any part of the Project which would materially reduce its operational integrity unless the written consent of the Department is first secured. The Loan Recipient is also prohibited from selling, leasing or transferring ownership of all or a substantial portion of the Project to another entity unless the written consent of the Department is first secured.

2.04. LOCAL FUNDS. In addition to the proceeds of this Loan, the Loan Recipient covenants that it has obtained, or will obtain within 90 days after approval of the plans, specifications, and contract documents, sufficient moneys from other sources, if required to complete and place the Project in operation on, or prior to, the completion date specified in this Agreement. Failure of the Department to award additional loan funds shall not constitute a waiver of the Loan Recipient's covenants to complete and place the Project in operation.

ARTICLE III - OPERATION AND FISCAL INTEGRITY OF THE SYSTEM

3.01. OPERATION AND MAINTENANCE OF THE PROJECT. The Loan Recipient shall operate and maintain the Project in a proper, sound and economical manner, shall promptly make all necessary repairs and replacements.

3.02. ADDITIONS AND MODIFICATIONS. The Loan Recipient may make any additions, modifications or improvements to the Project which it deems desirable and which do not materially reduce the operational integrity of any part of the Project. All such additions, modifications, or improvements must be approved by the Department and, if approved, shall become part of the Project.

3.03. COLLECTION OF REVENUES. The Loan Recipient shall use its best efforts to collect all rates, fees and other charges due to it. The Loan Recipient shall establish liens on premises served by the Project for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Loan Recipient shall, to the full extent permitted by law, cause to discontinue the services of the Project and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Project rates, fees and other charges. The Loan Recipient shall comply and require compliance with its approved User Charge System and Ordinance during the life of the Project.

3.04. LOAN RECIPIENT ACCOUNTING AND AUDITING PROCEDURES. The Loan Recipient shall maintain Project accounts in accordance with generally accepted accounting principles as prescribed by the State Auditor.

ARTICLE IV - DEFAULTS AND REMEDIES

4.01. EVENTS OF DEFAULT. Each of the following events is hereby declared an event of default:

- (1) Failure of the Loan Recipient to make any loan repayment when it is due and such failure shall continue for a period of thirty (30) days.
- (2) Failure to comply with the provisions of this Agreement or in the performance or observance of any of the covenants or actions required by this Agreement.
- (3) Any warranty, representation or other statement by, or on behalf of, the Loan Recipient contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading in any material respect.
- (4) An order or decree entered, with the acquiescence of the Loan Recipient, appointing a receiver of any part of the Project or Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Loan Recipient, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof.

- (5) Any proceeding instituted, with the acquiescence of the Loan Recipient, for the purpose of effecting a compromise between the Loan Recipient and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Revenues of the Project.
- (6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Loan Recipient under federal or state bankruptcy or insolvency laws now or hereafter in effect and, if instituted against the Loan Recipient, is not dismissed within sixty (60) days after filing.
- (7) Failure to give timely notice of default as required below when such failure shall continue for a period of thirty (30) days.

4.02. NOTICE OF DEFAULT. The Loan Recipient shall give the Department immediate written notice of an event of default.

4.03. REMEDIES. Upon any event of default and subject to the rights of bondholders with prior liens, the Department may enforce its rights by utilizing one or more of the following remedies:

- (1) By mandamus or other proceeding at law or in equity, cause to establish and collect fees and charges for use of the Project and to require the Loan Recipient to fulfill this Agreement.
- (2) By action or suit in equity, require the Loan Recipient to account for all moneys received from the Department or from the ownership of the Project and to account for the receipt, use, application or disposition of the Revenues.
- (3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.
- (4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Project, establish and collect fees and charges, and apply the Revenues to the reduction of the obligations under this Agreement.
- (5) By certifying to the Tax Commissioner delinquency on loan repayments, the Department may intercept the delinquent amount, plus ten (10) percent annual penalty interest on the amount due to the Department, from any unobligated funds due to the Loan Recipient under any revenue or tax sharing fund established by the State. Penalty interest shall accrue on any amount due and payable beginning on the thirtieth (30th) day following the date upon which payment is due. The penalty interest shall be compounded monthly.
- (6) By notifying financial market credit rating agencies.

- (7) By administratively charging or suing for payment of amounts due, or becoming due, plus ten (10) percent annual penalty interest which shall accrue on any amount due and payable beginning on the thirtieth (30th) day after such notification by the Department, together with all costs of collection, including attorneys' fees. The penalty interest shall be compounded monthly.
- (8) By accelerating the repayment schedule or increasing the interest rate in accordance with the DWSIRLF Regulations.
- (9) By withholding payments to the Loan Recipient.
- (10) By terminating the Agreement, after providing thirty (30) days written notice of such intent to terminate the Agreement. Such termination will not affect the duty of the Loan Recipient to repay loan funds paid thus far.

4.04. DELAY AND WAIVER. No delay or omission to exercise any right or power accruing upon event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE V - GENERAL PROVISIONS

5.01. DISCHARGE OF OBLIGATIONS. All loan repayments required to be made under this Agreement shall be cumulative. Any deficiencies in any month shall be added to the repayment due in the succeeding month and all months thereafter until fully repaid. Repayments shall continue to be secured by this Agreement until all of the repayments required shall be fully repaid to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund. If, at any time, the Loan Recipient shall have repaid the Loan and interest required, the pledge of, and lien on, the Revenues to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund shall be no longer in effect.

5.02. PROJECT RECORD AND STATEMENT. Books, records, reports, design documents, contract documents, and papers related to the Project shall be available to the authorized representatives of the Department and the U. S. Environmental Protection Agency for inspection at any reasonable time after the Loan Recipient has executed an Agreement and before one year has elapsed after the Loan Recipient repays the loan in full. If litigation, a claim, an appeal, or an audit is begun before the end of the one year period, all records must be kept for one year after the litigation, appeal, claim, or audit is complete or resolved.

5.03. ASSIGNMENT OF RIGHTS UNDER AGREEMENT. The Department may assign any part of its rights under this Agreement without the consent of the Loan Recipient. The Loan Recipient shall not assign rights created by this Agreement without the consent of the Department.

5.04. AMENDMENT OF AGREEMENT. Modification, changes or amendments to this Agreement may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Agreement shall be (1) in writing and signed by both parties, and (2) consistent with applicable statutes, rules, regulations, executive orders, or written agreements between the Department and the U. S. Environmental Protection Agency.

5.05. SEVERABILITY CLAUSE. If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

5.06. CONFLICTS CLAUSE. In the event that any provision of this Agreement conflicts with the DWSIRLF Regulations, the Regulations will govern unless this Agreement specifically provides otherwise.

5.07. EXECUTION OF AGREEMENT. This Agreement becomes effective upon execution by the Board and the Loan Recipient. This Agreement will not be altered by the Loan Recipient after execution by the Board.

5.08. BONDS AND INSURANCE REQUIRED. The Loan Recipient shall require contractors to provide performance and payment bonds for the full amount of the contracts. Insurance against all risks during the period of construction shall be provided. Builder's risk or similar types of insurance in the amount of the full replacement cost of the Project shall be provided to the extent that such insurance is obtainable from time to time against any one or more of such risks.

The Loan Recipient shall cause insurance to be obtained and maintained against such risks as is customary during construction. Insurance requirements include workers' compensation, comprehensive general liability, contractors' indemnification obligations, vehicle liability, flood and property insurance. The Department reserves the right to require business interruption insurance when the Project includes revenue producing facilities and when such revenue produced therefrom is to be used for repayment of the loan. Any such requirement shall be included in the Project Specific Loan Conditions. The proceeds of insurance policies received as a result of damage to, or destruction of, facilities or structures shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Loan Recipient shall provide such restoration or replacement of the damaged portions of the facilities. Such restoration or replacement shall be promptly completed.

The Loan Recipient shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, to be insured by an insurance company or companies licensed to do business in the State of Mississippi against such risks as are customary in connection with the operation of facilities of like size, type and location in customary amounts to the extent such insurance is obtainable from time to time against any one or more of such risks. Such insurance shall be maintained at least until such time as the loan amount has been completely repaid.

**ARTICLE VI - SAFE DRINKING WATER ACT
AND OTHER FEDERAL REQUIREMENTS**

6.01. SAFE DRINKING WATER ACT. The Loan Recipient shall comply with all provisions of the Safe Drinking Water Act and regulations thereunder.

6.02. CROSS-CUTTING FEDERAL LAWS AND AUTHORITIES. The Loan Recipient shall comply with the cross-cutting Federal Laws and Authorities as required by the DWSIRLF Regulations, Appendix H.

6.03. SINGLE AUDIT ACT. The Loan Recipient shall comply with all provisions of the Single Audit Act Amendments of 1996 and regulations thereunder. When required by the Act, the Loan Recipient must submit the required copies of its Single Audit to the Department and to the designated Federal Clearinghouse, within the time frames allowed in the Act.

6.04. ADDITIONAL CAPITALIZATION GRANT APPROPRIATION PROVISIONS. Due to legislation that provided the federal appropriation, additional provisions are required of the loan recipient. All funds received for the project cited in this loan agreement are subject to the additional provisions outlined in the attached Exhibit 1, which is considered part of this document.

6.05. FEDERAL APPROPRIATION – GREEN INFRASTRUCTURE. Projects that have been designated “Green Infrastructure” under a given fiscal year, will be required to submit a business case certification. This certification will serve as proof that the project is justified as “Green Infrastructure.”

6.06. DEBARMENT, SUSPENSION, AND VIOLATING FACILITIES. By signing this agreement, Loan Recipient certifies to the best of its knowledge and belief that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

(2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (b) of this certification; and

(4) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Furthermore, Loan Recipient shall fully comply with Subpart C of 2 Code of Federal Regulations (CFR) Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

If it has been determined that the Loan Recipient has been debarred, suspended, proposed for debarment, declared ineligible, or excluded from covered transactions, it may have this proposal rejected or the loan award terminated. Additionally, under Section 97-7-10, Mississippi Code of 1972, as amended, the loan recipient may be fined up to \$10,000 or imprisoned for up to 5 years, or both.

ARTICLE VII - DETAILS OF FINANCING

7.01. AMOUNT OF LOAN. The amount of the Loan authorized is \$27,953,300.

7.02. SOURCE OF FUNDS. The Loan Recipient understands and agrees that the source(s) of funds for this Loan may be through EPA Regular Capitalization Grant monies, state funds, or a combination of these sources. This project is funded in the amount of \$27,953,300. Principal forgiveness has been awarded to a portion of this loan award due to the federal appropriation in the amount of \$500,000.

7.03. PROJECT BUDGET. The Loan Recipient agrees to the following project budget. Payments to the Loan Recipient for land, the facilities planning and design allowance, and the allowance for construction phase professional services may not exceed the project budget line items for each. Payments for other cost items may not exceed the sum of that project budget line item and any remaining contingency. Payments out of the contingency line item may be further limited if the Department determines that such payments could jeopardize completion of the Project. Amendments to the project budget must be requested by the Loan Recipient and approved by the Department and must be in accordance with the DWSIRLF Regulations.

	<u>Loan Amount</u>
(1) Construction	\$ 22,700,000
(2) Equipment	\$ -0-
(3) Supplies	\$ -0-
(4) Testing	\$ -0-
(5) Contingency	\$ 2,270,000
(6) Land, Easements, Rights-of-Way	\$ -0-
(7) Allowance for Facilities Planning and Design	\$ 1,734,800
(8) Allowance for Construction Phase Professional Services	\$ 1,248,500
(9) SUBTOTAL LOAN AMOUNT	\$ 27,953,300
(10) LESS: PRINCIPAL FORGIVENESS	\$ (500,000)
(11) TOTAL LOAN AMOUNT	\$ 27,453,300

7.04. **BIDS IN EXCESS OF BUDGET AMOUNTS.** Should the bids for construction, equipment and supplies, and testing for this Project exceed the budget amounts for these items plus contingency, the Board may terminate this agreement in accordance with the procedures described in Article 4.03 (10).

7.05. **AVAILABILITY OF FUNDS.** The Loan Recipient understands and agrees that this loan award is based upon anticipated federal, state match, and other funds being made available to the Department. The Loan Recipient agrees that should such anticipated funds not be made available to the Department, the Department may delay payments to the Loan Recipient, may terminate the loan agreement, and/or may recover any previous payments made to the Loan Recipient. The Loan Recipient releases the Department from all liability for any claims or damages related to such actions and further agrees not to take any legal or other actions against the Department in regard to such claims, damages, or actions by the Department.

7.06. **PROHIBITION OF DUPLICATE FUNDING.** The Loan Recipient hereby agrees that all costs requested for reimbursement from the Drinking Water Systems Improvements Revolving Loan Fund Program as administered by the Local Governments and Rural Water Systems Improvements Board have not been, and will not be, also requested or received from other State or Federal agency funding sources.

7.07. **INTEREST RATE AND ACCRUAL.** The rate of interest on the unpaid principal of the Loan is 1.95 percent per annum, to be compounded monthly. Interest on amounts paid to the Loan Recipient will commence on the last construction contract completion date as established in the initial loan agreement or one year after the date established in the initial loan agreement for issuance of the notice to proceed on the earliest construction contract, whichever occurs first. Interest accrued prior to initiation of the repayment process will be added to the final allowable project costs to determine the principal amount to be repaid by the Loan Recipient.

7.08. INITIAL REPAYMENT SCHEDULE. The Loan Recipient hereby authorizes the Mississippi Department of Revenue to withhold \$139,663.68 monthly from the amount of sales tax reimbursement it is to remit to said Loan Recipient under Section 27-65-75, Mississippi Code of 1972, as amended, for repayment of the loan amount as specified in Article 7.01. of this Agreement to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund for a period of 237 months, to begin January 2024, subject to amendment in accordance with the DWSIRLF Regulations. The monthly repayments to be made by the Mississippi Department of Revenue to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund from the Loan Recipient for the repayment of the loan amount as specified in Article 7.01. of this Agreement made to said Loan Recipient are hereby determined to be \$139,663.68 for a period of 237 months, to begin February 2024, with the exception of that portion of the repayments specified in Article 7.09. below as administrative fee. The Mississippi Department of Revenue will deposit the administrative fee portion of the loan repayments into a specified sub-revenue category until such time that the administrative fee is collected in full. This repayment schedule is subject to amendment in accordance with DWSIRLF Regulations.

7.09 ADMINISTRATIVE FEE. An administrative fee will be collected from the loan repayment amounts described in Article 7.08. to defray the costs of administering the Fund. Beginning with the initiation of the repayment process and until such time that the total administrative fee is collected, the interest portion of each repayment will not be charged. In lieu of the interest portion, an equal amount of the repayment will be collected as the administrative fee. The amount of the administrative fee to be collected will be equal to \$1,397,665 (which is five percent of the initial loan amount reflected in Article 7.01. of the Initial Loan Agreement.) or the total amount of interest due over the life of the loan, whichever is less.

ARTICLE VIII - PROJECT BUDGET PERIOD

8.01. PROJECT BUDGET PERIOD. Unless amended, the budget period for this Project begins on September 30, 2021, and expires on November 24, 2023. No costs that are incurred or requested after the expiration date will be eligible. The expiration date is 30 days after the Department's final construction observation date. Department approval of loan eligible time extension change orders will automatically extend the budget period through such loan eligible date.

ARTICLE IX - PROJECT DESCRIPTION

9.01. PROJECT DESCRIPTION. The Project shall mean facilities funded in whole or in part under this Agreement described as follows:

Rehabilitation and upgrades at both water treatment plants and replacement of water mains in the distribution.

The loan eligible scope is specifically limited to that described above and, if applicable, to that identified as eligible in the facilities plan and as further described by plans, specifications, contract

documents, and change orders approved as eligible by the Department. The Loan Recipient hereby agrees that no additional eligible scope will be added to this Project Description.

ARTICLE X - PROJECT SPECIFIC LOAN CONDITIONS

10.01. PROJECT SPECIFIC LOAN CONDITIONS. The Loan Recipient shall comply with the following Project Specific Loan Conditions and any amendments made thereto pursuant to the provisions of the DWSIRLF Regulations.

- (1) The Loan Recipient shall comply with the following schedule in accordance with DWSIRLF Regulation Rules 3.5.2.3 and 3.7.7. **Earlier completion of certain actions may require earlier completion of other actions.**
 - a. By December 29, 2021, submit a complete set of plans, specifications and contract documents to the Department;
 - b. By March 29, 2022, secure approval of plans, specifications and contract documents by the Department;
 - c. By June 27, 2022 (no later than 90 days after approval of plans, specifications, and contract document), submit clear title certificates from the Loan Recipient and title counsel for all real property (eligible and ineligible) and easements;
 - d. By June 27, 2022 (no later than 90 days after approval of plans, specifications, and contract document), secure all local funds necessary for the project and submit proof of such funds;
 - e. By June 27, 2022 (no later than 90 days after approval of plans, specifications, and contract document), advertise all construction contracts for bids and submit proof of such advertisement;
 - f. By July 27, 2022 (no later than 120 days after approval of plans, specifications, and contract documents), open bids on all construction contracts;
 - g. By August 10, 2022 (no later than 14 days after receipt of bids), submit the completed MBE/WBE documentation on all construction contracts;
 - h. By August 17, 2022 (no later than 21 days after receipt of bids), submit bid packages on all construction contracts, executed copies of all construction phase professional services contracts, and a loan agreement amendment request;

- i. By September 25, 2022 (60 days after receipt of bids), execute and submit all construction contract documents and issue and submit a notice to proceed on all such contracts;
 - j. By August 19, 2023 (fixed date), enact the approved user charge system and ordinance/corporate resolution and submit proof of such enactment;
 - k. By September 25, 2023 (may change due to change orders), complete construction on the last construction contract. All other contracts must be completed by their original contract completion date, or as amended by approved change orders;
 - l. By October 5, 2023 (10 days after the last construction contract completion date), notify the Department of construction completion. Notification of completion must be given within 10 days after completion of each contract;
 - m. By October 25, 2023 (30 days after the last construction contract completion date), submit all change orders which include time extensions exceeding 30 days beyond the original contract completion date and/or documentation that the Loan Recipient is implementing all legal remedies provided in the contract documents for failure to complete construction when required;
 - n. By October 25, 2023 (30 days after the last construction contract completion date), hold final construction observation. A final observation will be held on each contract within 30 days after the current completion date on that contract;
 - o. By November 24, 2023 (30 days after final construction observation), submit final payment requests, approvable summary change orders, full-scale record drawings, the registered engineer's certification of compliance with plans, specifications and contract documents, appropriate bacteriological test results, final construction phase professional services contract amendments and all other administrative forms and documents required by the Agreement and the Department. Payment requests submitted after this date are not allowable regardless of when the costs were incurred;
- (2) Should the Loan Recipient be subject to any administrative order, court order, or other enforcement action presently or in the future, the Loan Recipient shall comply with such enforcement action regardless of any schedules, document submittals or approvals, or any other requirements under this Agreement. Any such schedules, document submittals or approvals, or any other requirements under this Agreement which vary from the enforcement action requirements shall in no way relieve the Loan Recipient from compliance with such enforcement action, nor shall such enforcement action relieve the Loan Recipient from compliance with any Agreement requirement.

- (3) If any ineligible construction, equipment, supplies, or testing are added to this Project, the final payment for the allowance for professional services after loan award shall be reduced to reflect eligible costs using one of the following methods.
- a. The Loan Recipient shall submit separate invoices for eligible and ineligible work. All contracts for professional services after loan award shall have separate compensation clauses and cost ceilings for eligible and ineligible work.
 - b. The allowance payment shall be prorated by the eligibility ratio shown below. The final ratio shall be based on actual, final costs for construction, equipment and supplies, and testing; an interim ratio may be used as needed.

$$\text{Eligibility Ratio} = \frac{\text{Eligible Construction/Equipment/Supplies/Testing Cost}}{\text{Total Construction/Equipment/Supplies/Testing Cost}}$$

If it becomes apparent that the allowance payments will exceed the eligible amount, the Department may limit payments prior to the final payment.

- (4) The Loan Recipient understands and agrees that the Mississippi State Department of Health will be performing loan eligibility/allowability document reviews and other routine loan management activities. The Loan Recipient agrees to submit all documents when so required by this Agreement (and the DWSIRLF Regulations) directly to the Mississippi State Department of Health, and to respond to such review and take such actions as required by the Mississippi State Department of Health in order to secure loan eligibility/allowability of costs incurred in the construction of this Project.
- (5) The Loan Recipient shall undertake the six affirmative steps as stated in Appendix E of the DWSIRLF Regulations and as further described in the Department's MBE/WBE Utilization Guidance to assure minority and women's business enterprises have the maximum feasible opportunity to participate in a fair share of the subagreements awarded under this Project. The fair share objectives negotiated for this Project are 3.1% minority and 1.1% women's business enterprises.

IN WITNESS WHEREOF, the Board has caused this Agreement to be executed on its behalf by the Board Chairman or his designee, and the Loan Recipient has caused this Agreement to be executed on its behalf by its Authorized Representative.

CITY OF JACKSON

STATE OF MISSISSIPPI

**CHAIRMAN, LOCAL GOVERNMENTS
AND RURAL WATER SYSTEMS
IMPROVEMENTS BOARD
DIRECTOR, OFFICE OF HEALTH
PROTECTION
MISSISSIPPI STATE DEPARTMENT
OF HEALTH**

By: 
Chokwe Antar Lumumba
Mayor

By: 
James H. Craig, III

10-25-21
(Date)

September 30, 2021
(Date)

MISSISSIPPI DEPARTMENT OF REVENUE

Commissioner

(Date)

Exhibit 1**Davis-Bacon Act Wage Requirements
to Fiscal Year 2021 Drinking Water State Revolving Fund Assistance Agreements**

For fiscal year 2021 the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C. 300j-9(e)) shall apply to any construction project carried out in whole or in part with assistance made available by a drinking water treatment revolving loan fund as authorized by section 1452 of that Act (42 U.S.C. 300j-12). One of the requirements includes the application of Davis-Bacon Act to all loans made during FY-2021.

In order to receive DWSIRLF Funds, recipients must, for any construction under the DWSRF, implement the application of Davis-Bacon Act requirements for the entirety of the construction activities financed by this assistance agreement through completion of construction, no matter when construction commences.

This provision applies to all assistance agreements executed on or after October 1, 2020 and prior to October 1, 2021, regardless of the source of the funding in the DWSIRLF. The provision includes the following:

Labor Standards Provisions for Federally Assisted Contracts

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed

to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Loan recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The loan recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the loan recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the loan recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the loan recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period

that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140)

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The loan recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program

is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the loan recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the loan recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the loan recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting officer or loan recipient.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period (1) contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe

benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship

program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be

grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and loan recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The loan recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFF 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall

be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The loan recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the loan recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the loan recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a). The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of

the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c). The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

**Use of American Iron and Steel Under Section 436 of the Consolidated
Appropriations Act of 2014 (H.R. 3547) and the America's Water
Infrastructure Act of 2018**

The Consolidated Appropriations Act of 2014 (H.R. 3547) requires that none of the funds made available for projects funded by the Drinking Water State Revolving Fund (DWSRF) for Federal Fiscal Year (FFY) 2014 shall be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products and construction material used in the project are produced in the United States.

In order to comply with this provision, all financial assistance agreements executed on or after January 17, 2014 (date of enactment of H.R. 3547), and prior to October 1, 2014, for construction, alteration, maintenance, or repair of a public water system under DWSRF, shall contain a provision requiring the application of American Iron and Steel requirements. The American Iron and Steel requirements shall remain in effect for the entirety of the construction activities financed by the assistance agreement, no matter when construction commenced. The one exception to this requirement is if a project has approved engineering plans and specifications, from the Mississippi State Department of Health (MSDH) Bureau of Public Water Supply or from the Drinking Water Systems Improvements State Revolving Fund (DWSIRLF) program, issued prior to enactment date of the Appropriations Act.

Application of the American Iron and Steel requirements extend not only to assistance agreements funded with Fiscal Year 2014 appropriations, but to all financial assistance agreements executed on or after January 17, 2014, and prior to October 1, 2014, whether the source of the funding is prior year's appropriations, state match, bond proceeds, interest earnings, principal repayments, or any other source of funding so long as the project is financed by a DWSRF assistance agreement. If a project began construction prior to January 17, 2014, but is financed or refinanced through an assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, American Iron and Steel requirements will apply to all construction that occurs on or after January 17, 2014, through the completion of construction, unless, the engineering plans and specifications were approved by DWSIRLF prior to enactment of the Appropriations Act. American Iron and Steel requirements were further extended to all financial agreements executed with Fiscal Year 2020 appropriations from the America's Water Infrastructure Act of 2018.

The term "iron and steel products" means that the following products made primarily of iron and/or steel are from the United States: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

Waivers to this requirement may be submitted with written justification for review and approval for any of the following conditions:

1. Application of the requirement would be inconsistent with the public interest;
2. The iron and /or steel products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality; or
3. The inclusion of iron and steel products produced in the United States will increase

OFFICE OF THE CITY ATTORNEY
4-20-21

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM THROUGH THE LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD AND NAMING PUBLIC WORKS DIRECTOR OR THE MAYOR AS THE AUTHORIZED REPRESENTATIVE

WHEREAS, the Department of Public Works for the City of Jackson previously identified the following critical projects for the Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) loan from the Local Governments and Rural Water Systems Improvements Board and submitted a ranking request for the Fiscal Year 2021 funding cycle:

- OB Curtis Water Treatment Improvements
- JH Fewell Water Treatment Improvements
- Total Amount Request \$27,953,300.00; and

WHEREAS, the Local Governments and Rural Water Systems Improvements Board has listed the City of Jackson's three improvement projects as part of the Fiscal Year 2021 Mississippi Drinking Water Systems Improvements Revolving Loan Fund Program Priority List for a total loan amount of \$27,953,300 with a 20-year repayment schedule at an interest rate of 1.95%; and

WHEREAS, in order to apply for such a loan, the City must submit a DWSIRLF Loan application package in compliance with DWSIRLF Program Regulations; and

WHEREAS, such regulations require that the City provide as part of such package a certified copy of a resolution which authorizes submission of the application and which designates an authorized representative to execute the application and to be the authorized representative for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE Council of the City of Jackson:

SECTION 1. That the submission of a DWSIRLF Loan application package is hereby authorized, with the proceeds from such loan to be used to finance and implement DWSIRLF Loan Program project DWI- L250008-02.

SECTION 2. That Mayor Chokwe Antar Lumumba, is authorized to execute and file an application for a DWSIRLF loan on behalf of City of Jackson, MS with full authority to execute all documents pertaining to the project.

SECTION 3. That the Public Works Director is hereby authorized to be the authorized representative of the project.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
APRIL 21, 2021**

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM THROUGH THE LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD AND NAMING PUBLIC WORKS DIRECTOR OR THE MAYOR AS THE AUTHORIZED REPRESENTATIVE			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7			
3.	Who will be affected	City of Jackson Corporate Limits			
4.	Benefits	Water Infrastructure Improvements			
5.	Schedule (beginning date)	Deadline for application submission is May 1, 2021			
6.	Location: □ WARD □ CITYWIDE (yes or no) (area) □ Project limits if applicable	Citywide			
7.	Action implemented by: □ City Department □ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.			
8.	COST	No Cost			
9.	Source of Funding □ General Fund □ Grant <input type="checkbox"/> □ Bond <input checked="" type="checkbox"/> □ Other <input type="checkbox"/>				
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 ___	

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba
From: Charles William Jr., PE, PhD, Director/City Engineer
Date: April 21, 2021



Background:

Attached, you will find an item authorizing the Mayor to execute all required documents pertaining to the application of a Drinking Water Systems Improvements Revolving Loan from the Mississippi Department of Health.

It is the recommendation of this office that the Mayor is authorized to execute all required documents in accordance with the Drinking Water Systems Improvement Revolving Loan. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1796

OFFICE OF THE CITY ATTORNEY
4/21/2025

OFFICE OF THE CITY ATTORNEY

This RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM THROUGH THE LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD AND NAMING PUBLIC WORKS DIRECTOR OR THE MAYOR AS THE AUTHORIZED REPRESENTATIVE is legally sufficient for placement in NOVUS Agenda.



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

4/21/2025

DATE

COPY

LOAN NUMBER: DWI-L250008-03-0

**DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND
LOAN AGREEMENT**

THIS AGREEMENT is executed by the STATE OF MISSISSIPPI LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD (Board) acting through the MISSISSIPPI STATE DEPARTMENT OF HEALTH (Department) and the CITY OF JACKSON, existing as an eligible Loan Recipient (Loan Recipient) under the laws of the State of Mississippi.

WITNESSETH:

WHEREAS, pursuant to Sections 41-3-16, et seq. Mississippi Code Annotated (1972), the Department is authorized to make loans to certain eligible loan recipients to finance the construction of eligible water systems improvements; and

WHEREAS, the Loan Recipient has made application for the financing of the Project, and the Department has determined that such Project meets all requirements for a loan;

NOW, THEREFORE, in consideration of the Department loaning money to the Loan Recipient, in the principal amount and the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS. Words and terms used herein shall have the meanings set forth in the Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) Regulations and as set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this Agreement, as amended.**
- (2) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement.**
- (3) "Loan Repayment" shall mean the monthly payment due from the Loan Recipient to the Department, comprised of principal and interest.**
- (4) "Project" shall mean facilities funded under this Agreement as described in Article IX.**
- (5) "Revenues" shall mean all income or earnings received by the Loan Recipient from the ownership or operation of its facilities, including investment income, all as**

calculated in accordance with generally accepted accounting principles as prescribed by the State Auditor. Revenues shall not include proceeds from the sale or other disposition of any part of the facilities, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the facilities.

- (6) "DWSIRLF Regulations" shall mean the Drinking Water Systems Improvements Revolving Loan Fund Program Regulations, in effect as of the date of the original loan award which is September 30, 2021.
- (7) "Principal Forgiveness" shall mean that component of the loan principal which is provided by the FY-2021 federal capitalization grant funds, and which in accordance with the FY 2021 Consolidated Appropriations Act and the America's Water Infrastructure Act of 2018 is being forgiven as part of this loan agreement and thus does not require repayment.

1.02. CORRELATIVE WORDS. Words of the masculine gender shall be understood to include correlative words of the feminine gender. Unless the context shall otherwise indicate, the singular shall include the plural, and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS. The Loan Recipient warrants, represents and covenants that:

- (1) The Loan Recipient has full power and authority to enter into this Agreement and to comply with the provisions hereof.
- (2) The Loan Recipient is not subject to bankruptcy, insolvency, or reorganization and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would restrain or enjoin it from entering into, or complying with, this Agreement.
- (3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body pending which seeks to restrain or enjoin the Loan Recipient from entering into or complying with this Agreement.
- (4) All permits and approvals required as of the date of this Agreement have been obtained for construction, operation and maintenance of the Project. The Loan Recipient knows of no reason why any future required permits or approvals for the Project cannot be obtained within the time frames required by this Agreement.
- (5) The Loan Recipient shall undertake the Project on its own responsibility, and, to the extent permitted by law, shall release and hold harmless the State, its officers,

members, and employees from any claim arising in connection with the planning, design, construction, operation, maintenance, replacement, performance, or fiscal integrity of the Project. The Loan Recipient is responsible for the proper planning, design, construction, operation, maintenance, replacement, performance, and fiscal integrity of the Project. The Department's approval of any document does not relieve the Loan Recipient or any others of any liabilities or responsibilities. Such approval of any document is for loan eligibility or allowability purposes only and does not establish or convey any such liability or responsibility.

- (6) The Loan Recipient has, or will have prior to advertisement of the Project for bids, a procurement protest procedure in accordance with Appendix L of the DWSIRLF Regulations for dealing with third parties and shall independently resolve any bid protest or other dispute between the Loan Recipient and a third party.
- (7) The financial information delivered by the Loan Recipient to the Department is current and correct. The Loan Recipient shall provide the Department with additional financial information via the audits required by Section 49-17-87 of the Mississippi Code and other notification of changing conditions relating to the Loan Recipient's ability to repay this Loan.
- (8) The Loan Recipient covenants that this Agreement is entered into for the purpose of borrowing moneys to plan, design, acquire property interests, repair and/or construct, and place in operation the Project which will in all events serve a public purpose. The Loan Recipient covenants that it will, under all conditions, complete and place the Project in operation to the end that the public need will be met.

2.02. COMPLIANCE WITH STATE STATUTES AND REGULATIONS. The Loan Recipient agrees to comply with all applicable state statutes and regulations including, but not limited to, the DWSIRLF Regulations. The DWSIRLF Regulations are attached hereto and made a part hereof for all purposes.

2.03. PROHIBITION AGAINST ENCUMBRANCES. The Loan Recipient is prohibited from selling, leasing or disposing of any part of the Project which would materially reduce its operational integrity unless the written consent of the Department is first secured. The Loan Recipient is also prohibited from selling, leasing or transferring ownership of all or a substantial portion of the Project to another entity unless the written consent of the Department is first secured.

2.04. LOCAL FUNDS. In addition to the proceeds of this Loan, the Loan Recipient covenants that it has obtained, or will obtain within 90 days after approval of the plans, specifications, and contract documents, sufficient moneys from other sources, if required to complete and place the Project in operation on, or prior to, the completion date specified in this Agreement. Failure of the Department to award additional loan funds shall not constitute a waiver of the Loan Recipient's covenants to complete and place the Project in operation.

ARTICLE III - OPERATION AND FISCAL INTEGRITY OF THE SYSTEM

3.01. OPERATION AND MAINTENANCE OF THE PROJECT. The Loan Recipient shall operate and maintain the Project in a proper, sound and economical manner, shall promptly make all necessary repairs and replacements.

3.02. ADDITIONS AND MODIFICATIONS. The Loan Recipient may make any additions, modifications or improvements to the Project which it deems desirable and which do not materially reduce the operational integrity of any part of the Project. All such additions, modifications, or improvements must be approved by the Department and, if approved, shall become part of the Project.

3.03. COLLECTION OF REVENUES. The Loan Recipient shall use its best efforts to collect all rates, fees and other charges due to it. The Loan Recipient shall establish liens on premises served by the Project for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Loan Recipient shall, to the full extent permitted by law, cause to discontinue the services of the Project and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Project rates, fees and other charges. The Loan Recipient shall comply and require compliance with its approved User Charge System and Ordinance during the life of the Project.

3.04. LOAN RECIPIENT ACCOUNTING AND AUDITING PROCEDURES. The Loan Recipient shall maintain Project accounts in accordance with generally accepted accounting principles as prescribed by the State Auditor.

ARTICLE IV - DEFAULTS AND REMEDIES

4.01. EVENTS OF DEFAULT. Each of the following events is hereby declared an event of default:

- (1) Failure of the Loan Recipient to make any loan repayment when it is due and such failure shall continue for a period of thirty (30) days.
- (2) Failure to comply with the provisions of this Agreement or in the performance or observance of any of the covenants or actions required by this Agreement.
- (3) Any warranty, representation or other statement by, or on behalf of, the Loan Recipient contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading in any material respect.
- (4) An order or decree entered, with the acquiescence of the Loan Recipient, appointing a receiver of any part of the Project or Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Loan Recipient, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof.

- (5) Any proceeding instituted, with the acquiescence of the Loan Recipient, for the purpose of effecting a compromise between the Loan Recipient and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Revenues of the Project.
- (6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Loan Recipient under federal or state bankruptcy or insolvency laws now or hereafter in effect and, if instituted against the Loan Recipient, is not dismissed within sixty (60) days after filing.
- (7) Failure to give timely notice of default as required below when such failure shall continue for a period of thirty (30) days.

4.02. NOTICE OF DEFAULT. The Loan Recipient shall give the Department immediate written notice of an event of default.

4.03. REMEDIES. Upon any event of default and subject to the rights of bondholders with prior liens, the Department may enforce its rights by utilizing one or more of the following remedies:

- (1) By mandamus or other proceeding at law or in equity, cause to establish and collect fees and charges for use of the Project and to require the Loan Recipient to fulfill this Agreement.
- (2) By action or suit in equity, require the Loan Recipient to account for all moneys received from the Department or from the ownership of the Project and to account for the receipt, use, application or disposition of the Revenues.
- (3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.
- (4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Project, establish and collect fees and charges, and apply the Revenues to the reduction of the obligations under this Agreement.
- (5) By certifying to the Tax Commissioner delinquency on loan repayments, the Department may intercept the delinquent amount, plus ten (10) percent annual penalty interest on the amount due to the Department, from any unobligated funds due to the Loan Recipient under any revenue or tax sharing fund established by the State. Penalty interest shall accrue on any amount due and payable beginning on the thirtieth (30th) day following the date upon which payment is due. The penalty interest shall be compounded monthly.
- (6) By notifying financial market credit rating agencies.

- (7) By administratively charging or suing for payment of amounts due, or becoming due, plus ten (10) percent annual penalty interest which shall accrue on any amount due and payable beginning on the thirtieth (30th) day after such notification by the Department, together with all costs of collection, including attorneys' fees. The penalty interest shall be compounded monthly.
- (8) By accelerating the repayment schedule or increasing the interest rate in accordance with the DWSIRLF Regulations.
- (9) By withholding payments to the Loan Recipient.
- (10) By terminating the Agreement, after providing thirty (30) days written notice of such intent to terminate the Agreement. Such termination will not affect the duty of the Loan Recipient to repay loan funds paid thus far.

4.04. DELAY AND WAIVER. No delay or omission to exercise any right or power accruing upon event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE V - GENERAL PROVISIONS

5.01. DISCHARGE OF OBLIGATIONS. All loan repayments required to be made under this Agreement shall be cumulative. Any deficiencies in any month shall be added to the repayment due in the succeeding month and all months thereafter until fully repaid. Repayments shall continue to be secured by this Agreement until all of the repayments required shall be fully repaid to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund. If, at any time, the Loan Recipient shall have repaid the Loan and interest required, the pledge of, and lien on, the Revenues to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund shall be no longer in effect.

5.02. PROJECT RECORD AND STATEMENT. Books, records, reports, design documents, contract documents, and papers related to the Project shall be available to the authorized representatives of the Department and the U. S. Environmental Protection Agency for inspection at any reasonable time after the Loan Recipient has executed an Agreement and before one year has elapsed after the Loan Recipient repays the loan in full. If litigation, a claim, an appeal, or an audit is begun before the end of the one year period, all records must be kept for one year after the litigation, appeal, claim, or audit is complete or resolved.

5.03. ASSIGNMENT OF RIGHTS UNDER AGREEMENT. The Department may assign any part of its rights under this Agreement without the consent of the Loan Recipient. The Loan Recipient shall not assign rights created by this Agreement without the consent of the Department.

5.04. AMENDMENT OF AGREEMENT. Modification, changes or amendments to this Agreement may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Agreement shall be (1) in writing and signed by both parties, and (2) consistent with applicable statutes, rules, regulations, executive orders, or written agreements between the Department and the U. S. Environmental Protection Agency.

5.05. SEVERABILITY CLAUSE. If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

5.06. CONFLICTS CLAUSE. In the event that any provision of this Agreement conflicts with the DWSIRLF Regulations, the Regulations will govern unless this Agreement specifically provides otherwise.

5.07. EXECUTION OF AGREEMENT. This Agreement becomes effective upon execution by the Board and the Loan Recipient. This Agreement will not be altered by the Loan Recipient after execution by the Board.

5.08. BONDS AND INSURANCE REQUIRED. The Loan Recipient shall require contractors to provide performance and payment bonds for the full amount of the contracts. Insurance against all risks during the period of construction shall be provided. Builder's risk or similar types of insurance in the amount of the full replacement cost of the Project shall be provided to the extent that such insurance is obtainable from time to time against any one or more of such risks.

The Loan Recipient shall cause insurance to be obtained and maintained against such risks as is customary during construction. Insurance requirements include workers' compensation, comprehensive general liability, contractors' indemnification obligations, vehicle liability, flood and property insurance. The Department reserves the right to require business interruption insurance when the Project includes revenue producing facilities and when such revenue produced therefrom is to be used for repayment of the loan. Any such requirement shall be included in the Project Specific Loan Conditions. The proceeds of insurance policies received as a result of damage to, or destruction of, facilities or structures shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Loan Recipient shall provide such restoration or replacement of the damaged portions of the facilities. Such restoration or replacement shall be promptly completed.

The Loan Recipient shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, to be insured by an insurance company or companies licensed to do business in the State of Mississippi against such risks as are customary in connection with the operation of facilities of like size, type and location in customary amounts to the extent such insurance is obtainable from time to time against any one or more of such risks. Such insurance shall be maintained at least until such time as the loan amount has been completely repaid.

**ARTICLE VI - SAFE DRINKING WATER ACT
AND OTHER FEDERAL REQUIREMENTS**

6.01. SAFE DRINKING WATER ACT. The Loan Recipient shall comply with all provisions of the Safe Drinking Water Act and regulations thereunder.

6.02. CROSS-CUTTING FEDERAL LAWS AND AUTHORITIES. The Loan Recipient shall comply with the cross-cutting Federal Laws and Authorities as required by the DWSIRLF Regulations, Appendix H.

6.03. SINGLE AUDIT ACT. The Loan Recipient shall comply with all provisions of the Single Audit Act Amendments of 1996 and regulations thereunder. When required by the Act, the Loan Recipient must submit the required copies of its Single Audit to the Department and to the designated Federal Clearinghouse, within the time frames allowed in the Act.

6.04. ADDITIONAL CAPITALIZATION GRANT APPROPRIATION PROVISIONS. Due to legislation that provided the federal appropriation, additional provisions are required of the loan recipient. All funds received for the project cited in this loan agreement are subject to the additional provisions outlined in the attached Exhibit 1, which is considered part of this document.

6.05. FEDERAL APPROPRIATION – GREEN INFRASTRUCTURE. Projects that have been designated “Green Infrastructure” under a given fiscal year, will be required to submit a business case certification. This certification will serve as proof that the project is justified as “Green Infrastructure.”

6.06. DEBARMENT, SUSPENSION, AND VIOLATING FACILITIES. By signing this agreement, Loan Recipient certifies to the best of its knowledge and belief that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

(2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (b) of this certification; and

(4) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Furthermore, Loan Recipient shall fully comply with Subpart C of 2 Code of Federal Regulations (CFR) Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

If it has been determined that the Loan Recipient has been debarred, suspended, proposed for debarment, declared ineligible, or excluded from covered transactions, it may have this proposal rejected or the loan award terminated. Additionally, under Section 97-7-10, Mississippi Code of 1972, as amended, the loan recipient may be fined up to \$10,000 or imprisoned for up to 5 years, or both.

ARTICLE VII - DETAILS OF FINANCING

7.01. AMOUNT OF LOAN. The amount of the Loan authorized is \$27,953,300.

7.02. SOURCE OF FUNDS. The Loan Recipient understands and agrees that the source(s) of funds for this Loan may be through EPA Regular Capitalization Grant monies, state funds, or a combination of these sources. This project is funded in the amount of \$27,953,300. Principal forgiveness has been awarded to a portion of this loan award due to the federal appropriation in the amount of \$500,000.

7.03. PROJECT BUDGET. The Loan Recipient agrees to the following project budget. Payments to the Loan Recipient for land, the facilities planning and design allowance, and the allowance for construction phase professional services may not exceed the project budget line items for each. Payments for other cost items may not exceed the sum of that project budget line item and any remaining contingency. Payments out of the contingency line item may be further limited if the Department determines that such payments could jeopardize completion of the Project. Amendments to the project budget must be requested by the Loan Recipient and approved by the Department and must be in accordance with the DWSIRLF Regulations.

	<u>Loan Amount</u>
(1) Construction	\$ 22,700,000
(2) Equipment	\$ -0-
(3) Supplies	\$ -0-
(4) Testing	\$ -0-
(5) Contingency	\$ 2,270,000
(6) Land, Easements, Rights-of-Way	\$ -0-
(7) Allowance for Facilities Planning and Design	\$ 1,734,800
(8) Allowance for Construction Phase Professional Services	\$ 1,248,500
(9) SUBTOTAL LOAN AMOUNT	\$ 27,953,300
(10) LESS: PRINCIPAL FORGIVENESS	\$ (500,000)
(11) TOTAL LOAN AMOUNT	\$ 27,453,300

7.04. **BIDS IN EXCESS OF BUDGET AMOUNTS.** Should the bids for construction, equipment and supplies, and testing for this Project exceed the budget amounts for these items plus contingency, the Board may terminate this agreement in accordance with the procedures described in Article 4.03 (10).

7.05. **AVAILABILITY OF FUNDS.** The Loan Recipient understands and agrees that this loan award is based upon anticipated federal, state match, and other funds being made available to the Department. The Loan Recipient agrees that should such anticipated funds not be made available to the Department, the Department may delay payments to the Loan Recipient, may terminate the loan agreement, and/or may recover any previous payments made to the Loan Recipient. The Loan Recipient releases the Department from all liability for any claims or damages related to such actions and further agrees not to take any legal or other actions against the Department in regard to such claims, damages, or actions by the Department.

7.06. **PROHIBITION OF DUPLICATE FUNDING.** The Loan Recipient hereby agrees that all costs requested for reimbursement from the Drinking Water Systems Improvements Revolving Loan Fund Program as administered by the Local Governments and Rural Water Systems Improvements Board have not been, and will not be, also requested or received from other State or Federal agency funding sources.

7.07. **INTEREST RATE AND ACCRUAL.** The rate of interest on the unpaid principal of the Loan is 1.95 percent per annum, to be compounded monthly. Interest on amounts paid to the Loan Recipient will commence on the last construction contract completion date as established in the initial loan agreement or one year after the date established in the initial loan agreement for issuance of the notice to proceed on the earliest construction contract, whichever occurs first. Interest accrued prior to initiation of the repayment process will be added to the final allowable project costs to determine the principal amount to be repaid by the Loan Recipient.

7.08. INITIAL REPAYMENT SCHEDULE. The Loan Recipient hereby authorizes the Mississippi Department of Revenue to withhold \$139,663.68 monthly from the amount of sales tax reimbursement it is to remit to said Loan Recipient under Section 27-65-75, Mississippi Code of 1972, as amended, for repayment of the loan amount as specified in Article 7.01. of this Agreement to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund for a period of 237 months, to begin January 2024, subject to amendment in accordance with the DWSIRLF Regulations. The monthly repayments to be made by the Mississippi Department of Revenue to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund from the Loan Recipient for the repayment of the loan amount as specified in Article 7.01. of this Agreement made to said Loan Recipient are hereby determined to be \$139,663.68 for a period of 237 months, to begin February 2024, with the exception of that portion of the repayments specified in Article 7.09. below as administrative fee. The Mississippi Department of Revenue will deposit the administrative fee portion of the loan repayments into a specified sub-revenue category until such time that the administrative fee is collected in full. This repayment schedule is subject to amendment in accordance with DWSIRLF Regulations.

7.09 ADMINISTRATIVE FEE. An administrative fee will be collected from the loan repayment amounts described in Article 7.08. to defray the costs of administering the Fund. Beginning with the initiation of the repayment process and until such time that the total administrative fee is collected, the interest portion of each repayment will not be charged. In lieu of the interest portion, an equal amount of the repayment will be collected as the administrative fee. The amount of the administrative fee to be collected will be equal to \$1,397,665 (which is five percent of the initial loan amount reflected in Article 7.01. of the Initial Loan Agreement.) or the total amount of interest due over the life of the loan, whichever is less.

ARTICLE VIII - PROJECT BUDGET PERIOD

8.01.PROJECT BUDGET PERIOD. Unless amended, the budget period for this Project begins on September 30, 2021, and expires on November 24, 2023. No costs that are incurred or requested after the expiration date will be eligible. The expiration date is 30 days after the Department's final construction observation date. Department approval of loan eligible time extension change orders will automatically extend the budget period through such loan eligible date.

ARTICLE IX - PROJECT DESCRIPTION

9.01. PROJECT DESCRIPTION. The Project shall mean facilities funded in whole or in part under this Agreement described as follows:

Rehabilitation and upgrades at both water treatment plants and replacement of water mains in the distribution.

The loan eligible scope is specifically limited to that described above and, if applicable, to that identified as eligible in the facilities plan and as further described by plans, specifications, contract

documents, and change orders approved as eligible by the Department. The Loan Recipient hereby agrees that no additional eligible scope will be added to this Project Description.

ARTICLE X - PROJECT SPECIFIC LOAN CONDITIONS

10.01. PROJECT SPECIFIC LOAN CONDITIONS. The Loan Recipient shall comply with the following Project Specific Loan Conditions and any amendments made thereto pursuant to the provisions of the DWSIRLF Regulations.

- (1) The Loan Recipient shall comply with the following schedule in accordance with DWSIRLF Regulation Rules 3.5.2.3 and 3.7.7. Earlier completion of certain actions may require earlier completion of other actions.
 - a. By December 29, 2021, submit a complete set of plans, specifications and contract documents to the Department;
 - b. By March 29, 2022, secure approval of plans, specifications and contract documents by the Department;
 - c. By June 27, 2022 (no later than 90 days after approval of plans, specifications, and contract document), submit clear title certificates from the Loan Recipient and title counsel for all real property (eligible and ineligible) and easements;
 - d. By June 27, 2022 (no later than 90 days after approval of plans, specifications, and contract document), secure all local funds necessary for the project and submit proof of such funds;
 - e. By June 27, 2022 (no later than 90 days after approval of plans, specifications, and contract document), advertise all construction contracts for bids and submit proof of such advertisement;
 - f. By July 27, 2022 (no later than 120 days after approval of plans, specifications, and contract documents), open bids on all construction contracts;
 - g. By August 10, 2022 (no later than 14 days after receipt of bids), submit the completed MBE/WBE documentation on all construction contracts;
 - h. By August 17, 2022 (no later than 21 days after receipt of bids), submit bid packages on all construction contracts, executed copies of all construction phase professional services contracts, and a loan agreement amendment request;

- i. By September 25, 2022 (60 days after receipt of bids), execute and submit all construction contract documents and issue and submit a notice to proceed on all such contracts;
 - j. By August 19, 2023 (fixed date), enact the approved user charge system and ordinance/corporate resolution and submit proof of such enactment;
 - k. By September 25, 2023 (may change due to change orders), complete construction on the last construction contract. All other contracts must be completed by their original contract completion date, or as amended by approved change orders;
 - l. By October 5, 2023 (10 days after the last construction contract completion date), notify the Department of construction completion. Notification of completion must be given within 10 days after completion of each contract;
 - m. By October 25, 2023 (30 days after the last construction contract completion date), submit all change orders which include time extensions exceeding 30 days beyond the original contract completion date and/or documentation that the Loan Recipient is implementing all legal remedies provided in the contract documents for failure to complete construction when required;
 - n. By October 25, 2023 (30 days after the last construction contract completion date), hold final construction observation. A final observation will be held on each contract within 30 days after the current completion date on that contract;
 - o. By November 24, 2023 (30 days after final construction observation), submit final payment requests, approvable summary change orders, full-scale record drawings, the registered engineer's certification of compliance with plans, specifications and contract documents, appropriate bacteriological test results, final construction phase professional services contract amendments and all other administrative forms and documents required by the Agreement and the Department. Payment requests submitted after this date are not allowable regardless of when the costs were incurred;
- (2) Should the Loan Recipient be subject to any administrative order, court order, or other enforcement action presently or in the future, the Loan Recipient shall comply with such enforcement action regardless of any schedules, document submittals or approvals, or any other requirements under this Agreement. Any such schedules, document submittals or approvals, or any other requirements under this Agreement which vary from the enforcement action requirements shall in no way relieve the Loan Recipient from compliance with such enforcement action, nor shall such enforcement action relieve the Loan Recipient from compliance with any Agreement requirement.

- (3) If any ineligible construction, equipment, supplies, or testing are added to this Project, the final payment for the allowance for professional services after loan award shall be reduced to reflect eligible costs using one of the following methods.
- a. The Loan Recipient shall submit separate invoices for eligible and ineligible work. All contracts for professional services after loan award shall have separate compensation clauses and cost ceilings for eligible and ineligible work.
 - b. The allowance payment shall be prorated by the eligibility ratio shown below. The final ratio shall be based on actual, final costs for construction, equipment and supplies, and testing; an interim ratio may be used as needed.

$$\text{Eligibility Ratio} = \frac{\text{Eligible Construction/Equipment/Supplies/Testing Cost}}{\text{Total Construction/Equipment/Supplies/Testing Cost}}$$

If it becomes apparent that the allowance payments will exceed the eligible amount, the Department may limit payments prior to the final payment.

- (4) The Loan Recipient understands and agrees that the Mississippi State Department of Health will be performing loan eligibility/allowability document reviews and other routine loan management activities. The Loan Recipient agrees to submit all documents when so required by this Agreement (and the DWSIRLF Regulations) directly to the Mississippi State Department of Health, and to respond to such review and take such actions as required by the Mississippi State Department of Health in order to secure loan eligibility/allowability of costs incurred in the construction of this Project.
- (5) The Loan Recipient shall undertake the six affirmative steps as stated in Appendix E of the DWSIRLF Regulations and as further described in the Department's MBE/WBE Utilization Guidance to assure minority and women's business enterprises have the maximum feasible opportunity to participate in a fair share of the subagreements awarded under this Project. The fair share objectives negotiated for this Project are 3.1% minority and 1.1% women's business enterprises.

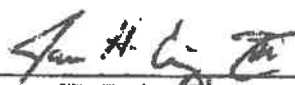
IN WITNESS WHEREOF, the Board has caused this Agreement to be executed on its behalf by the Board Chairman or his designee, and the Loan Recipient has caused this Agreement to be executed on its behalf by its Authorized Representative.

CITY OF JACKSON

STATE OF MISSISSIPPI

**CHAIRMAN, LOCAL GOVERNMENTS
AND RURAL WATER SYSTEMS
IMPROVEMENTS BOARD
DIRECTOR, OFFICE OF HEALTH
PROTECTION
MISSISSIPPI STATE DEPARTMENT
OF HEALTH**

By: 
Chokwe Antar Lumumba
Mayor

By: 
James H. Craig, III

10-25-21
(Date)

September 30, 2021
(Date)

MISSISSIPPI DEPARTMENT OF REVENUE

Commissioner

(Date)

Exhibit 1

**Davis-Bacon Act Wage Requirements
to Fiscal Year 2021 Drinking Water State Revolving Fund Assistance Agreements**

For fiscal year 2021 the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C. 300j-9(e)) shall apply to any construction project carried out in whole or in part with assistance made available by a drinking water treatment revolving loan fund as authorized by section 1452 of that Act (42 U.S.C. 300j-12). One of the requirements includes the application of Davis-Bacon Act to all loans made during FY-2021.

In order to receive DWSIRLF Funds, recipients must, for any construction under the DWSRF, implement the application of Davis-Bacon Act requirements for the entirety of the construction activities financed by this assistance agreement through completion of construction, no matter when construction commences.

This provision applies to all assistance agreements executed on or after October 1, 2020 and prior to October 1, 2021, regardless of the source of the funding in the DWSIRLF. The provision includes the following:

Labor Standards Provisions for Federally Assisted Contracts

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed

to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Loan recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The loan recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the loan recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the loan recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the loan recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period

that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140)

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The loan recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program

is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the loan recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the loan recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the loan recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting officer or loan recipient.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe

benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship

program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be

grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and loan recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) **Contract Work Hours and Safety Standards Act.** The loan recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFF 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall

be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The loan recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the loan recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the loan recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a). The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of

the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c). The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

Use of American Iron and Steel Under Section 436 of the Consolidated Appropriations Act of 2014 (H.R. 3547) and the America's Water Infrastructure Act of 2018

The Consolidated Appropriations Act of 2014 (H.R. 3547) requires that none of the funds made available for projects funded by the Drinking Water State Revolving Fund (DWSRF) for Federal Fiscal Year (FFY) 2014 shall be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products and construction material used in the project are produced in the United States.

In order to comply with this provision, all financial assistance agreements executed on or after January 17, 2014 (date of enactment of H.R. 3547), and prior to October 1, 2014, for construction, alteration, maintenance, or repair of a public water system under DWSRF, shall contain a provision requiring the application of American Iron and Steel requirements. The American Iron and Steel requirements shall remain in effect for the entirety of the construction activities financed by the assistance agreement, no matter when construction commenced. The one exception to this requirement is if a project has approved engineering plans and specifications, from the Mississippi State Department of Health (MSDH) Bureau of Public Water Supply or from the Drinking Water Systems Improvements State Revolving Fund (DWSIRLF) program, issued prior to enactment date of the Appropriations Act.

Application of the American Iron and Steel requirements extend not only to assistance agreements funded with Fiscal Year 2014 appropriations, but to all financial assistance agreements executed on or after January 17, 2014, and prior to October 1, 2014, whether the source of the funding is prior year's appropriations, state match, bond proceeds, interest earnings, principal repayments, or any other source of funding so long as the project is financed by a DWSRF assistance agreement. If a project began construction prior to January 17, 2014, but is financed or refinanced through an assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, American Iron and Steel requirements will apply to all construction that occurs on or after January 17, 2014, through the completion of construction, unless, the engineering plans and specifications were approved by DWSIRLF prior to enactment of the Appropriations Act. American Iron and Steel requirements were further extended to all financial agreements executed with Fiscal Year 2020 appropriations from the America's Water Infrastructure Act of 2018.

The term "iron and steel products" means that the following products made primarily of iron and/or steel are from the United States: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

Waivers to this requirement may be submitted with written justification for review and approval for any of the following conditions:

1. Application of the requirement would be inconsistent with the public interest;
2. The iron and /or steel products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality; or
3. The inclusion of iron and steel products produced in the United States will increase

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY
APR 21 2022

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-08 (WARDS 1 AND 2)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel*

4/21/22
DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-08 (WARDS 1 AND 2)

WHEREAS, the Hinds County Board of Supervisors intends to (1) Pave Quail Lake Drive at an amount not to exceed \$40,000.00, to be paid from American Rescue Plan Funds (Ward 2); and (2) Pave North Hampton Drive in an amount not to exceed \$63,321.00, to be paid from American Rescue Plan Funds (Ward 1); (3) Pave River Road at an amount not to exceed \$37,687.00, to be paid from American Rescue Plan Funds (Ward 1); (4) Pave Meadowbrook Road from Ridgewood Road to Eastover Drive at an amount not to exceed \$82,850.00, to be paid from American Rescue Plan Funds (Ward 1); and (5) Pave Meadowbrook Road from Eastover Drive to Quail Run at an amount not to exceed \$36,000.00, to be paid from American Rescue Plan Funds (Ward 1); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

WHEREAS, the Department of Public Works has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to (1) Pave Quail Lake Drive at an amount not to exceed \$40,000.00, to be paid from American Rescue Plan Funds (Ward 2); and (2) Pave North Hampton Drive in an amount not to exceed \$63,321.00, to be paid from American Rescue Plan Funds (Ward 1); (3) Pave River Road at an amount not to exceed \$37,687.00, to be paid from American Rescue Plan Funds (Ward 1); (4) Pave Meadowbrook Road from Ridgewood Road to Eastover Drive at an amount not to exceed \$82,850.00, to be paid from American Rescue Plan Funds (Ward 1); and (5) Pave Meadowbrook Road from Eastover Drive to Quail Run at an amount not to exceed \$36,000.00, to be paid from American Rescue Plan Funds (Ward 1).

Agenda Item #25
Agenda Date: April 26, 2022
(C. Martin, Lumumba)



**City of Jackson
Office of the City Attorney**

To: Chokwe Antar Lumumba, Mayor

From: Torri Martin, City Attorney

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-08 (WARDS 1 AND 2)**

Item #:

Council Meeting:

Purpose:

Special Council Meeting, April 26, 2022

To Authorize Hinds County to (1) Pave Quail Lake Drive at an amount not to exceed \$40,000.00, to be paid from American Rescue Plan Funds (Ward 2); and (2) Pave North Hampton Drive in an amount not to exceed \$63,321.00, to be paid from American Rescue Plan Funds (Ward 1); (3) Pave River Road at an amount not to exceed \$37,687.00, to be paid from American Rescue Plan Funds (Ward 1); (4) Pave Meadowbrook Road from Ridgewood Road to Eastover Drive at an amount not to exceed \$82,850.00, to be paid from American Rescue Plan Funds (Ward 1); and (5) Pave Meadowbrook Road from Eastover Drive to Quail Run at an amount not to exceed \$36,000.00, to be paid from American Rescue Plan Funds (Ward 1)

Cost:

Funding Source:

N/A

Hinds County

Background:

This Interlocal Agreement with Hinds County will allow the County to (1) Pave Quail Lake Drive at an amount not to exceed \$40,000.00, to be paid from American Rescue Plan Funds (Ward 2); and (2) Pave North Hampton Drive in an amount not to exceed \$63,321.00, to be paid from American Rescue Plan Funds (Ward 1); (3) Pave River Road at an amount not to exceed \$37,687.00, to be paid from American Rescue Plan Funds (Ward 1); (4) Pave Meadowbrook Road from Ridgewood Road to Eastover Drive at an amount not to exceed \$82,850.00, to be paid from American Rescue Plan Funds (Ward 1); and (5) Pave Meadowbrook Road from Eastover Drive to Quail Run at an amount not to exceed \$36,000.00, to be paid from American Rescue Plan Funds (Ward 1).

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these improvements following the completion of the project.

Please let me know if you have any questions.

INTERLOCAL COOPERATION AGREEMENT

HINDS COUNTY, MISSISSIPPI

AND

CITY OF JACKSON, MISSISSIPPI

In re: Public Infrastructure Projects 2022-08

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into on the dates shown at the end of this document by and between **HINDS COUNTY, MISSISSIPPI** (the "County"), a body politic and political subdivision of the State of Mississippi and the **CITY OF JACKSON, MISSISSIPPI** (the "City"), a municipal corporation, pursuant to and in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, *et seq.* of the Mississippi Code of 1972, as amended (the "Act"), and other applicable law.

WITNESSETH:

WHEREAS, the County and the City believe it is in their best interest to improve and maintain the public infrastructure within the City which is also within the boundaries of the County.

IN CONSIDERATION of the mutual benefits described herein, the parties agree as follows:

I. PURPOSE AND GENERAL PROVISIONS

A. AGREEMENT. This Agreement is entered into pursuant to and in accordance with the authorization of the Act found at Section 17-13-1 *et seq.* of the Mississippi Code of 1972, as it now appears or is hereafter amended, and all provisions set forth in the Act are incorporated herein and made a part hereof as if fully set forth in words and figures, it being the intent of the parties to

this Agreement that such authority as is granted by the Act shall be exercisable by the parties to enable them to accomplish the scope of work in Subsection B. Scope, Participation and Financing.

B. SCOPE, PARTICIPATION AND FINANCING. The nature and scope of the project(s) contemplated by this Agreement is paving the following roads, streets and any associated bridges in the City and County to provide benefit to all citizens:

Approved by the Hinds County Board of Supervisors on April 4, 2022

District 1

- 1. *Pave Quail Lake Drive at an amount not to exceed \$40,000.00, to be paid from American Rescue Plan Funds.***
- 2. *Pave North Hampton Drive at an amount not to exceed \$63,321.00, to be paid from American Rescue Plan Funds.***
- 3. *Pave River Road at an amount not to exceed \$37,687.00, to be paid from American Rescue Plan Funds.***
- 4. *Pave Meadowbrook Road from Ridgewood to Eastover Drive at an amount not to exceed \$82,850.00, to be paid from American Rescue Plan Funds.***
- 5. *Pave Meadowbrook Road from Eastover Drive to Quail Run at an amount not to exceed \$36,000.00, to be paid from American Rescue Plan Funds.***

Public infrastructure improvements supported by this project may include, but not necessarily be limited to, purchase of equipment, sidewalks, paving and striping of roadways, rehabilitation of curbs and gutters, and landscaping of rights-of-way on those streets and roads where the County will undertake the work. The County shall be responsible for all construction costs and materials, milling if necessary, manhole cover riser rings, water valve cover riser rings, and center line and edge line striping as deemed necessary by its Department of Public Works. The County shall also recut the loop or install alternative detection at existing traffic signals.

All labor will be completed by, and under the direction and supervision of, the County or its designees. At its discretion, the County may select an outside/contract vendor and provide project management services.

This Agreement provides that the County will provide funding not to exceed the above-

referenced estimated amounts from the Series 2017 Bond and American Rescue Plan Funds or other applicable sources to fund and complete this project. The City will provide ongoing maintenance for the above-referenced roads after the completion of the project.

C. AUTHORITY. The specific authority under which the County and the City may exercise the powers necessary to fulfill the terms of this Agreement is found, respectively, in Article 6, Section 170, Mississippi Constitution of 1890 and Sections 17-13-1, et. seq., 19-3-41, and 21-37-3 of the Mississippi Code of 1972, as amended.

D. PUBLIC BENEFIT. It is acknowledged that each of the parties has formally considered this matter and has determined that it is in the public interest that they participate and cooperate in this project, and that substantial benefits are anticipated to inure to citizens of the County and the City by virtue of the project.

E. SIGNAGE. The parties agree that either the County or the City, to the extent either contributes funding, may install signage at the location specified in Subsection B. Scope, recognizing it as the sponsor for the work performed under this Agreement. Location and specifications for the respective signage, if any, shall be left to the discretion of the County and the City.

II. AMENDMENTS OR TERMINATION

Either party may terminate this agreement without recourse, upon sixty (60) calendar days' written notice to the other party, with such action taken by resolution in the same procedural manner as required in the instance of the adoption of this Agreement.

III. ADMINISTRATION

The County Administrator and the City Chief Administrative Officer shall serve as the project administrators responsible for ensuring that there is full compliance with the terms of this Agreement.

IV. DURATION

This Agreement shall be in full force and effect from the effective date as explained in Section V. Enforceability, below and shall continue in effect until such time as the parties acknowledge, through the project administrators described in Section III, that the activities contemplated by this Agreement are complete.

V. ENFORCEABILITY

A. APPROVAL. The parties understand that, as a condition precedent to this Agreement being enforceable, this Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and that this Agreement shall not be enforced unless:

1. Approved by the Attorney General, or until,
2. Sixty (60) days has passed since its submission and the Attorney General has failed to disapprove same, in which event the Agreement shall be considered approved and enforceable.

Upon the City's return of the executed Agreement, the Office of the Hinds County Board Attorney will submit the Agreement to the Attorney General.

B. FILING. Upon approval by the Attorney General, or the passage of sixty (60) days after submission without disapproval, copies of this Agreement shall be filed with the Chancery Clerk of Hinds County and the Mississippi Secretary of State. In accordance with the terms of the Act, the Agreement will not be deemed in force until proof of filing of the Agreement has been received from the Chancery Clerk of Hinds County and the Mississippi Secretary of State. The Office of the Hinds County Board Attorney shall be responsible for

filing the Agreement and for notifying the project administrators that the Agreement is properly in force. A copy of the Agreement will also be forwarded to the Clerk of the City for recordkeeping purposes.

C. PARTIAL ENFORCEABILITY. If any provision of this Agreement or any portion thereof is determined to be unenforceable or invalid by the decision of any court of competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the entire Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

D. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

This, the 4th day of April, 2022.

HINDS COUNTY, MISSISSIPPI

Credeell Calhoun
CREDELL CALHOUN, President 228
Hinds County Board of Supervisors

ATTEST: Clerk of the Board
HINDS COUNTY, MISSISSIPPI

Eddie Jean Carr
EDDIE JEAN CARR, Chancery Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CREDELL CALHOUN and EDDIE JEAN CARR to me known, who acknowledge that they are the President of the Hinds County Board of Supervisors and Hinds County Chancery Clerk, respectively, and that for and on behalf of Hinds County, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized to do so in its minutes on April 4, 2022.

IN WITNESS WHEREOF, on this 6th day of April, 2022.



Vicki C. Lowers
NOTARY PUBLIC

MY COMMISSION EXPIRES:
May 3rd 2025

This, the ____ day of _____, 2022.

CITY OF JACKSON, MISSISSIPPI

CHOKWE ANTAR LUMUMBA, Mayor

ATTEST:
CITY OF JACKSON, MISSISSIPPI

ANGELA HARRIS, City Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CHOKWE ANTAR LUMUMBA and ANGELA HARRIS, to me known, who acknowledge that they are the Mayor and City Clerk, respectively, of the City of Jackson, Mississippi, and that for and on behalf of the City of Jackson, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized so to do in its Minutes dated _____.

IN WITNESS WHEREOF, on this ____ day of _____, 2022.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-11 (WARD 1)

OFFICE OF THE CITY ATTORNEY
APR 26 2022

WHEREAS, the Hinds County Board of Supervisors intends to pave Parisian Drive off of Northside Drive at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds (Ward 1); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

WHEREAS, the Department of Public Works has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to pave Parisian Drive off of Northside Drive at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds (Ward 1).

Agenda Item #26
Agenda Date: April 26, 2022
(C.Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET April 21, 2021
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-11 (WARD 1)
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 7. Quality of Live
3.	Who will be affected	Drivers of Parisian Drive off of Northside Drive
4.	Benefits	Smoother, safer travel
5.	Schedule (beginning date)	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	• Ward 1
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Hinds County Board of Supervisors and Department of Public Works
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 <u> x </u> AABE _____ % WAIVER yes ___ no ___ N/A <u> x </u> WBE _____ % WAIVER yes ___ no ___ N/A <u> x </u> HBE _____ % WAIVER yes ___ no ___ N/A <u> x </u> NABE _____ % WAIVER yes ___ no ___ N/A <u> x </u>



**City of Jackson
Office of the City Attorney**

To: Chokwe Antar Lumumba, Mayor

From: Torri Martin, City Attorney

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-11 (WARD 1)**

Item #:

Council Meeting:

Special Council Meeting, April 26, 2022

Purpose:

To Authorize Hinds County to pave Parisian Drive off of Northside Drive at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds (Ward 1)

Cost:

N/A

Funding Source:

Hinds County

Background:

This Interlocal Agreement with Hinds County will allow the County to pave Parisian Drive off of Northside Drive at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds (Ward 1).

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these improvements following the completion of the project.

Please let me know if you have any questions.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1796
APR 21 2022

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-11 (WARD 1)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel*

4/21/22
DATE

INTERLOCAL COOPERATION AGREEMENT

HINDS COUNTY, MISSISSIPPI

AND

CITY OF JACKSON, MISSISSIPPI

In re: Public Infrastructure Projects 2022-11

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into on the dates shown at the end of this document by and between **HINDS COUNTY, MISSISSIPPI** (the "County"), a body politic and political subdivision of the State of Mississippi and the **CITY OF JACKSON, MISSISSIPPI** (the "City"), a municipal corporation, pursuant to and in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, *et seq.* of the Mississippi Code of 1972, as amended (the "Act"), and other applicable law.

WITNESSETH:

WHEREAS, the County and the City believe it is in their best interest to improve and maintain the public infrastructure within the City which is also within the boundaries of the County.

IN CONSIDERATION of the mutual benefits described herein, the parties agree as follows:

I. PURPOSE AND GENERAL PROVISIONS

A. AGREEMENT. This Agreement is entered into pursuant to and in accordance with the authorization of the Act found at Section 17-13-1 *et seq.* of the Mississippi Code of 1972, as it now appears or is hereafter amended, and all provisions set forth in the Act are incorporated herein and made a part hereof as if fully set forth in words and figures, it being the intent of the parties to

this Agreement that such authority as is granted by the Act shall be exercisable by the parties to enable them to accomplish the scope of work in Subsection B. Scope, Participation and Financing.

B. SCOPE, PARTICIPATION AND FINANCING. The nature and scope of the project(s) contemplated by this Agreement is paving the following roads, streets and any associated bridges in the City and County to provide benefit to all citizens:

Approved by the Hinds County Board of Supervisors on April 4, 2022

District 2

- 1. *Pave Parisian Drive off of Northside Drive at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds.***

Public infrastructure improvements supported by this project may include, but not necessarily be limited to, purchase of equipment, sidewalks, paving and striping of roadways, rehabilitation of curbs and gutters, and landscaping of rights-of-way on those streets and roads where the County will undertake the work. The County shall be responsible for all construction costs and materials, milling if necessary, manhole cover riser rings, water valve cover riser rings, and center line and edge line striping as deemed necessary by its Department of Public Works. The County shall also recut the loop or install alternative detection at existing traffic signals.

All labor will be completed by, and under the direction and supervision of, the County or its designees. At its discretion, the County may select an outside/contract vendor and provide project management services.

This Agreement provides that the County will provide funding not to exceed the above-referenced estimated amounts from the American Rescue Plan Funds or other applicable sources to fund and complete this project. The City will provide ongoing maintenance for the above-referenced roads after the completion of the project.

C. AUTHORITY. The specific authority under which the County and the City may exercise the powers necessary to fulfill the terms of this Agreement is found, respectively, in Article 6, Section 170, Mississippi Constitution of 1890 and Sections 17-13-1, et. seq., 19-3-41, and 21-37-3 of the Mississippi Code of 1972, as amended.

D. PUBLIC BENEFIT. It is acknowledged that each of the parties has formally considered this matter and has determined that it is in the public interest that they participate and cooperate in this project, and that substantial benefits are anticipated to inure to citizens of the County and the City by virtue of the project.

E. SIGNAGE. The parties agree that either the County or the City, to the extent either contributes funding, may install signage at the location specified in Subsection B. Scope, recognizing it as the sponsor for the work performed under this Agreement. Location and specifications for the respective signage, if any, shall be left to the discretion of the County and the City.

II. AMENDMENTS OR TERMINATION

Either party may terminate this agreement without recourse, upon sixty (60) calendar days' written notice to the other party, with such action taken by resolution in the same procedural manner as required in the instance of the adoption of this Agreement.

III. ADMINISTRATION

The County Administrator and the City Chief Administrative Officer shall serve as the project administrators responsible for ensuring that there is full compliance with the terms of this Agreement.

IV. DURATION

This Agreement shall be in full force and effect from the effective date as explained in Section V. Enforceability, below and shall continue in effect until such time as the parties acknowledge, through the project administrators described in Section III, that the activities contemplated by this Agreement are complete.

V. ENFORCEABILITY

A. APPROVAL. The parties understand that, as a condition precedent to this Agreement being enforceable, this Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and that this Agreement shall not be enforced unless:

1. Approved by the Attorney General, or until,
2. Sixty (60) days has passed since its submission and the Attorney General has failed to disapprove same, in which event the Agreement shall be considered approved and enforceable.

Upon the City's return of the executed Agreement, the Office of the Hinds County Board Attorney will submit the Agreement to the Attorney General.

B. FILING. Upon approval by the Attorney General, or the passage of sixty (60) days after submission without disapproval, copies of this Agreement shall be filed with the Chancery Clerk of Hinds County and the Mississippi Secretary of State. In accordance with the terms of the Act, the Agreement will not be deemed in force until proof of filing of the Agreement has been received from the Chancery Clerk of Hinds County and the Mississippi Secretary of State. The Office of the Hinds County Board Attorney shall be responsible for filing the Agreement and for notifying the project administrators that the Agreement is properly in force. A copy of the Agreement will also be forwarded to the Clerk of the City for recordkeeping purposes.

C. PARTIAL ENFORCEABILITY. If any provision of this Agreement or any

portion thereof is determined to be unenforceable or invalid by the decision of any court of competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the entire Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

D. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

This, the 4th day of April, 2022.

HINDS COUNTY, MISSISSIPPI

Credele Calhoun
CREDELL CALHOUN, President JRB
Hinds County Board of Supervisors

ATTEST: Clerk of the Board
HINDS COUNTY, MISSISSIPPI

Eddie Jean Carr
EDDIE JEAN CARR, Chancery Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CREDELL CALHOUN and EDDIE JEAN CARR to me known, who acknowledge that they are the President of the Hinds County Board of Supervisors and Hinds County Chancery Clerk, respectively, and that for and on behalf of Hinds County, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized to do so in its minutes on April 4, 2022.

IN WITNESS WHEREOF, on this 6th day of April, 2022.



Vicki C Lowers
NOTARY PUBLIC

MY COMMISSION EXPIRES:

May 3rd 2025

This, the ____ day of _____, 2022.

CITY OF JACKSON, MISSISSIPPI

CHOKWE ANTAR LUMUMBA, Mayor

ATTEST:
CITY OF JACKSON, MISSISSIPPI

ANGELA HARRIS, City Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CHOKWE ANTAR LUMUMBA and ANGELA HARRIS, to me known, who acknowledge that they are the Mayor and City Clerk, respectively, of the City of Jackson, Mississippi, and that for and on behalf of the City of Jackson, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized so to do in its Minutes dated _____.

IN WITNESS WHEREOF, on this ____ day of _____, 2022.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-04 (WARD 4)

OFFICE OF THE CITY ATTORNEY
APR 26 2022

WHEREAS, the Hinds County Board of Supervisors intends to (1) Pave walking trails and the tennis court of Westside Park at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3; and (2) Repair or replace wooden bridges and the floors in the main building of Mynelle Gardens at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3; and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

WHEREAS, the the Department of Parks and Recreation has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to (1) Pave walking trails and the tennis court of Westside Park at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3; and (2) Repair or replace wooden bridges and the floors in the main building of Mynelle Gardens at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District (all in Ward 4).

Agenda Item #27
Agenda Date: April 26, 2022
(C.Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET March 9, 2021
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-01 (WARD 2)
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 7. Quality of Live
3.	Who will be affected	Patrons of Lake Hico Park, Northgate Park, and drivers on Bedford Lane
4.	Benefits	Provides improved recreational equipment at parks and a better roadway on Bedford Lane
5.	Schedule (beginning date)	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	• Ward 2
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Hinds County Board of Supervisors and Department of Parks & Recreation
8.	COST	• N/A
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	• N/A
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A ___ x ___ AABE _____ % WAIVER yes ___ no ___ N/A ___ x ___ WBE _____ % WAIVER yes ___ no ___ N/A ___ x ___ HBE _____ % WAIVER yes ___ no ___ N/A ___ x ___ NABE _____ % WAIVER yes ___ no ___ N/A ___ x ___



**City of Jackson
Office of the City Attorney**

To: Chokwe Antar Lumumba, Mayor

From: Torri Martin, City Attorney

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-04 (WARD 4)**

Item #:

Council Meeting:

Purpose:

Special Council Meeting, April 26, 2022

To Authorize Hinds County to (1) Pave walking trails and the tennis court of Westside Park at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3; and (2) Repair or replace wooden bridges and the floors in the main building of Mynelle Gardens at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3

Cost:

Funding Source:

N/A

Hinds County

Background:

This Interlocal Agreement with Hinds County will allow the County to (1) Pave walking trails and the tennis court of Westside Park at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3; and (2) Repair or replace wooden bridges and the floors in the main building of Mynelle Gardens at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3 (all in Ward 4).

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these improvements following the completion of the project.

Please let me know if you have any questions.

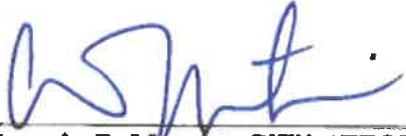
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39208-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
APR 21 2022

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-04 (WARD 4)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel*

4/21/22
DATE

INTERLOCAL COOPERATION AGREEMENT

HINDS COUNTY, MISSISSIPPI

AND

CITY OF JACKSON, MISSISSIPPI

In re: Public Infrastructure Projects 2022-04

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into on the dates shown at the end of this document by and between **HINDS COUNTY, MISSISSIPPI** (the "County"), a body politic and political subdivision of the State of Mississippi and the **CITY OF JACKSON, MISSISSIPPI** (the "City"), a municipal corporation, pursuant to and in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, *et seq.* of the Mississippi Code of 1972, as amended (the "Act"), and other applicable law.

WITNESSETH:

WHEREAS, the County and the City believe it is in their best interest to improve and maintain the public infrastructure within the City which is also within the boundaries of the County.

IN CONSIDERATION of the mutual benefits described herein, the parties agree as follows:

I. PURPOSE AND GENERAL PROVISIONS

A. AGREEMENT. This Agreement is entered into pursuant to and in accordance with the authorization of the Act found at Section 17-13-1 *et seq.* of the Mississippi Code of 1972, as it now appears or is hereafter amended, and all provisions set forth in the Act are incorporated herein and made a part hereof as if fully set forth in words and figures, it being the intent of the parties to

this Agreement that such authority as is granted by the Act shall be exercisable by the parties to enable them to accomplish the scope of work in Subsection B. Scope, Participation and Financing.

B. SCOPE, PARTICIPATION AND FINANCING. The nature and scope of the project(s) contemplated by this Agreement includes the following improvements in the City and County to provide benefit to all citizens:

Approved by the Hinds County Board of Supervisors on November 1, 2021

District 3

- 1. Pave walking trails and tennis court of Westside Park at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted to District 3.*
- 2. Repair or replace wooden bridges and the floors in the main building of Mynelle Gardens at an amount not to exceed \$35,000.00, to be paid from America Rescue Plan Funds allotted to District 3.*

Public infrastructure improvements supported by this project may include, but not necessarily be limited to, purchase of equipment, sidewalks, paving and striping of parking lots and building of walking trails, where the County will undertake the work and purchase necessary equipment. The County shall be responsible for all construction costs and materials as deemed necessary by its Department of Public Works. With respect to the construction of the walking trail, the County shall work with the Engineering Division of the City of Jackson Public Works to establish plans for the construction. The walking trail shall be constructed in conformance with the Americans with Disabilities Act, as amended.

All labor will be completed by, and under the direction and supervision of, the County or its designees. At its discretion, the County may select an outside/contract vendor and provide project management services.

This Agreement provides that the County will provide funding not to exceed the above-

referenced estimated amounts from the American Rescue Plan Funds or other applicable sources to fund and complete this project. The City will provide ongoing maintenance for the above-referenced roads after the completion of the project.

C. AUTHORITY. The specific authority under which the County and the City may exercise the powers necessary to fulfill the terms of this Agreement is found, respectively, in Article 6, Section 170, Mississippi Constitution of 1890 and Sections 17-13-1, et. seq., 19-3-41, and 21-37-3 of the Mississippi Code of 1972, as amended.

D. PUBLIC BENEFIT. It is acknowledged that each of the parties has formally considered this matter and has determined that it is in the public interest that they participate and cooperate in this project, and that substantial benefits are anticipated to inure to citizens of the County and the City by virtue of the project.

E. SIGNAGE. The parties agree that either the County or the City, to the extent either contributes funding, may install signage at the location specified in Subsection B. Scope, recognizing it as the sponsor for the work performed under this Agreement. Location and specifications for the respective signage, if any, shall be left to the discretion of the County and the City.

II. AMENDMENTS OR TERMINATION

Either party may terminate this agreement without recourse, upon sixty (60) calendar days' written notice to the other party, with such action taken by resolution in the same procedural manner as required in the instance of the adoption of this Agreement.

III. ADMINISTRATION

The County Administrator and the City Chief Administrative Officer shall serve as the project administrators responsible for ensuring that there is full compliance with the terms of this Agreement.

IV. DURATION

This Agreement shall be in full force and effect from the effective date as explained in Section V. Enforceability, below and shall continue in effect until such time as the parties acknowledge, through the project administrators described in Section III, that the activities contemplated by this Agreement are complete.

V. ENFORCEABILITY

A. APPROVAL. The parties understand that, as a condition precedent to this Agreement being enforceable, this Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and that this Agreement shall not be enforced unless:

1. Approved by the Attorney General, or until,
2. Sixty (60) days has passed since its submission and the Attorney General has failed to disapprove same, in which event the Agreement shall be considered approved and enforceable.

Upon the City's return of the executed Agreement, the Office of the Hinds County Board Attorney will submit the Agreement to the Attorney General.

B. FILING. Upon approval by the Attorney General, or the passage of sixty (60) days after submission without disapproval, copies of this Agreement shall be filed with the Chancery Clerk of Hinds County and the Mississippi Secretary of State. In accordance with the terms of the Act, the Agreement will not be deemed in force until proof of filing of the Agreement has been received from the Chancery Clerk of Hinds County and the Mississippi Secretary of State. The Office of the Hinds County Board Attorney shall be responsible for

filing the Agreement and for notifying the project administrators that the Agreement is properly in force. A copy of the Agreement will also be forwarded to the Clerk of the City for recordkeeping purposes.

C. PARTIAL ENFORCEABILITY. If any provision of this Agreement or any portion thereof is determined to be unenforceable or invalid by the decision of any court of competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the entire Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

D. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

This, the 14th day of April, 2021.

HINDS COUNTY, MISSISSIPPI

CredeLL Calhoun

CREDELL CALHOUN, President
Hinds County Board of Supervisors

ATTEST: Clerk of the Board
HINDS COUNTY, MISSISSIPPI

Eddie Jean Carr

EDDIE JEAN CARR, Chancery Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CREDELL CALHOUN and EDDIE JEAN CARR to me known, who acknowledge that they are the President of the Hinds County Board of Supervisors and Hinds County Chancery Clerk, respectively, and that for and on behalf of Hinds County, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized to do so in its minutes on November 01, 2021.

IN WITNESS WHEREOF, on this 14th day of April, 2021



Vicki C Lowers
NOTARY PUBLIC

MY COMMISSION EXPIRES:

May 3rd 2025

This, the ____ day of _____, 2021.

CITY OF JACKSON, MISSISSIPPI

CHOKWE ANTAR LUMUMBA, Mayor

ATTEST:
CITY OF JACKSON, MISSISSIPPI

ANGELA HARRIS, City Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CHOKWE ANTAR LUMUMBA and ANGELA HARRIS, to me known, who acknowledge that they are the Mayor and City Clerk, respectively, of the City of Jackson, Mississippi, and that for and on behalf of the City of Jackson, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized so to do in its Minutes dated _____.

IN WITNESS WHEREOF, on this ____ day of _____, 2021.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

OFFICE OF THE CITY ATTORNEY
4-27-2022

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-05 (WARDS 3, 5, AND 6)

WHEREAS, the Hinds County Board of Supervisors intends to (1) Upgrade spring rockers and install a rubberized surface under a swing set at Jayne Avenue Park at an amount not to exceed \$25,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3 (Ward 5); (2) Purchase basketball backboards and goals for Aaron Henry Park at an amount not to exceed \$10,000.00 to be paid from American Rescue Plan Funds allotted to Supervisor District 3 (Ward 3); (3) Upgrade and purchase swing sets for Flowers Park at an amount not exceed \$20,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3 (Ward 6); (4) Purchase new backboards and rims to upgrade basketball courts at Kurts Gym at an amount not to exceed \$10,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3 (Ward 3); and (5) Remove trees, repair or replace fencing, and purchase benches and playground unit for Livingston Park at an amount not to exceed \$35,000.00, to paid be from American Rescue Plan Funds allotted Supervisor District 3 (Ward 5); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

WHEREAS, the Department of Parks and Recreation has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to (1) Upgrade spring rockers and install rubberized surface under swing set at Jayne Avenue Park at an amount not to exceed \$25,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3 (Ward 5); (2) Purchase basketball backboards and goals for Aaron Henry Park at an amount not to exceed \$10,000.00 to be paid from American Rescue Plan Funds allotted to Supervisor District 3 (Ward 3); (3) Upgrade and purchase swing sets for Flowers Park at an amount not exceed \$20,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3 (Ward 6); (4) Purchase new backboards and rims to upgrade basketball courts at Kurts Gym at an amount not to exceed \$10,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3 (Ward 3); and (5) Remove trees, repair or replace fencing, and purchase benches and playground unit for Livingston Park at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted Supervisor District 3 (Ward 5).

Agenda Item #28
Agenda Date: April 26, 2022
(C.Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET April 21, 2021
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-05 (WARDS 3, 5, AND 6)
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 7. Quality of Live
3.	Who will be affected	Patrons of Jayne Avenue Park, Aaron Henry Park, Flowers Park, Kurts Gym, and Livingston Park
4.	Benefits	Repair and upgrade amenities at City parks
5.	Schedule (beginning date)	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	• Wards 3, 5, and 6
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Hinds County Board of Supervisors and Department of Parks & Recreation
8.	COST	• N/A
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	• N/A
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A ___x___ AABE _____% WAIVER yes ___ no ___ N/A ___x___ WBE _____% WAIVER yes ___ no ___ N/A ___x___ HBE _____% WAIVER yes ___ no ___ N/A ___x___ NABE _____% WAIVER yes ___ no ___ N/A ___x___



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Torri Martin, City Attorney

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-04 (WARD 4)**

Item #:

Council Meeting:

Purpose:

Special Council Meeting, April 26, 2022

To Authorize Hinds County to (1) Pave walking trails and the tennis court of Westside Park at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3; and (2) Repair or replace wooden bridges and the floors in the main building of Mynelle Gardens at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3

Cost:

Funding Source:

N/A

Hinds County

Background:

This Interlocal Agreement with Hinds County will allow the County to (1) Pave walking trails and the tennis court of Westside Park at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3; and (2) Repair or replace wooden bridges and the floors in the main building of Mynelle Gardens at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3 (all in Ward 4).

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these improvements following the completion of the project.

Please let me know if you have any questions.



**City of Jackson
Office of the City Attorney**

3 (Ward 6); (4) Purchase new backboards and rims to upgrade basketball courts at Kurts Gym at an amount not to exceed \$10,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3 (Ward 3); and (5) Remove trees, repair or replace fencing, and purchase benches and playground unit for Livingston Park at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted Supervisor District 3 (Ward 5).

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these improvements following the completion of the project.

Please let me know if you have any questions.

Office of the City Attorney

455 East Capitol Street
Post Office Box 277
Jackson, Mississippi 39202
Telephone: (601) 960-1709
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
4/21/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-05 (WARDS 3, 5, AND 6)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, Legal Counsel 

4/21/22

DATE

INTERLOCAL COOPERATION AGREEMENT

HINDS COUNTY, MISSISSIPPI

AND

CITY OF JACKSON, MISSISSIPPI

In re: Public Infrastructure Projects 2022-05

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into on the dates shown at the end of this document by and between **HINDS COUNTY, MISSISSIPPI** (the "County"), a body politic and political subdivision of the State of Mississippi and the **CITY OF JACKSON, MISSISSIPPI** (the "City"), a municipal corporation, pursuant to and in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, *et seq.* of the Mississippi Code of 1972, as amended (the "Act"), and other applicable law.

WITNESSETH:

WHEREAS, the County and the City believe it is in their best interest to improve and maintain the public infrastructure within the City which is also within the boundaries of the County.

IN CONSIDERATION of the mutual benefits described herein, the parties agree as follows:

I. PURPOSE AND GENERAL PROVISIONS

A. AGREEMENT. This Agreement is entered into pursuant to and in accordance with the authorization of the Act found at Section 17-13-1 *et seq.* of the Mississippi Code of 1972, as it now appears or is hereafter amended, and all provisions set forth in the Act are incorporated herein and made a part hereof as if fully set forth in words and figures, it being the intent of the parties to

this Agreement that such authority as is granted by the Act shall be exercisable by the parties to enable them to accomplish the scope of work in Subsection B. Scope, Participation and Financing.

B. SCOPE, PARTICIPATION AND FINANCING. The nature and scope of the project(s) contemplated by this Agreement includes the following improvements in the City and County to provide benefit to all citizens:

Approved by the Hinds County Board of Supervisors on November 15, 2021

District 3

- 1. Upgrade spring rockers and install rubberized surface under swing set at Jane Avenue park at an amount not to exceed \$25,000.00, to be paid from American Rescue Plan Funds allotted to District 3.**
- 2. Purchase basketball backboards and goals for Aaron Henry Park at an amount not to exceed \$10,000.00, to be paid from American Rescue Plan Funds allotted to District 3.**
- 3. Upgrade and purchase swing sets for Flowers Park at an amount not to exceed \$20,000.00, to be paid in full from American Rescue Plan Funds allotted to District 3.**
- 4. Purchase new backboards and rims to upgrade basketball courts at Kurts Gym at an amount not to exceed \$10,000.00, to be paid in full from American Rescue Plan Funds allotted to District 3.**
- 5. Tree removal, repairing/replacing fencing, and purchase benches and playground unit for Livingston Park at an amount not to exceed \$35,000.00, to be paid in full from American Rescue Plan Funds allotted to District 3**

Public infrastructure improvements supported by this project may include, but not necessarily be limited to, purchase of equipment, sidewalks, paving and striping of parking lots and building of walking trails, where the County will undertake the work. The County shall be responsible for all construction costs and materials as deemed necessary by its Department of Public Works. With respect to the construction of the walking trail, the County shall work with the Engineering Division of the City of Jackson Public Works to establish plans for the construction. The walking trail shall be constructed in conformance with the Americans with Disabilities Act, as amended. Purchasing of playground equipment shall be in conformance with the Americans

with Disabilities Act, as amended.

All labor will be completed by, and under the direction and supervision of, the County or its designees. At its discretion, the County may select an outside/contract vendor and provide project management services.

This Agreement provides that the County will provide funding not to exceed the above-referenced estimated amounts from the Series 2017 Bond Funds or other applicable sources to fund and complete this project. The City will provide ongoing maintenance for the above-referenced roads after the completion of the project.

C. AUTHORITY. The specific authority under which the County and the City may exercise the powers necessary to fulfill the terms of this Agreement is found, respectively, in Article 6, Section 170, Mississippi Constitution of 1890 and Sections 17-13-1, et. seq., 19-3-41, and 21-37-3 of the Mississippi Code of 1972, as amended.

D. PUBLIC BENEFIT. It is acknowledged that each of the parties has formally considered this matter and has determined that it is in the public interest that they participate and cooperate in this project, and that substantial benefits are anticipated to inure to citizens of the County and the City by virtue of the project.

E. SIGNAGE. The parties agree that either the County or the City, to the extent either contributes funding, may install signage at the location specified in Subsection B. Scope, recognizing it as the sponsor for the work performed under this Agreement. Location and specifications for the respective signage, if any, shall be left to the discretion of the County and the City.

II. AMENDMENTS OR TERMINATION

Either party may terminate this agreement without recourse, upon sixty (60) calendar days' written notice to the other party, with such action taken by resolution in the same procedural manner as required in the instance of the adoption of this Agreement.

III. ADMINISTRATION

The County Administrator and the City Chief Administrative Officer shall serve as the project administrators responsible for ensuring that there is full compliance with the terms of this Agreement.

IV. DURATION

This Agreement shall be in full force and effect from the effective date as explained in Section V. Enforceability, below and shall continue in effect until such time as the parties acknowledge, through the project administrators described in Section III, that the activities contemplated by this Agreement are complete.

V. ENFORCEABILITY

A. APPROVAL. The parties understand that, as a condition precedent to this Agreement being enforceable, this Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and that this Agreement shall not be enforced unless:

1. Approved by the Attorney General, or until,
2. Sixty (60) days has passed since its submission and the Attorney General has failed to disapprove same, in which event the Agreement shall be considered approved and enforceable.

Upon the City's return of the executed Agreement, the Office of the Hinds County Board Attorney will submit the Agreement to the Attorney General.

B. FILING. Upon approval by the Attorney General, or the passage of sixty (60) days after submission without disapproval, copies of this Agreement shall be filed with the

Chancery Clerk of Hinds County and the Mississippi Secretary of State. In accordance with the terms of the Act, the Agreement will not be deemed in force until proof of filing of the Agreement has been received from the Chancery Clerk of Hinds County and the Mississippi Secretary of State. The Office of the Hinds County Board Attorney shall be responsible for filing the Agreement and for notifying the project administrators that the Agreement is properly in force. A copy of the Agreement will also be forwarded to the Clerk of the City for recordkeeping purposes.

C. PARTIAL ENFORCEABILITY. If any provision of this Agreement or any portion thereof is determined to be unenforceable or invalid by the decision of any court of competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the entire Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

D. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

This, the 14th day of April, 2021.

HINDS COUNTY, MISSISSIPPI

CredeLL Calhoun
CREDELL CALHOUN, President
Hinds County Board of Supervisors

ATTEST: Clerk of the Board
HINDS COUNTY, MISSISSIPPI

Eddie Jean Carr
EDDIE JEAN CARR, Chancery Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CREDELL CALHOUN and EDDIE JEAN CARR to me known, who acknowledge that they are the President of the Hinds County Board of Supervisors and Hinds County Chancery Clerk, respectively, and that for and on behalf of Hinds County, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized to do so in its minutes on November 15, 2021.

IN WITNESS WHEREOF, on this 14th day of April, 2021



Vicki C Lowers
NOTARY PUBLIC

MY COMMISSION EXPIRES:
May 3, 2023

This, the ____ day of _____, 2021.

CITY OF JACKSON, MISSISSIPPI

CHOKWE ANTAR LUMUMBA, Mayor

ATTEST:
CITY OF JACKSON, MISSISSIPPI

ANGELA HARRIS, City Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CHOKWE ANTAR LUMUMBA and ANGELA HARRIS, to me known, who acknowledge that they are the Mayor and City Clerk, respectively, of the City of Jackson, Mississippi, and that for and on behalf of the City of Jackson, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized so to do in its Minutes dated _____.

IN WITNESS WHEREOF, on this ____ day of _____, 2021.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

**ORDER AUTHORIZING SETTLEMENT OF A CITY OF JACKSON
PROPERTY DAMAGE CLAIM AGAINST W.E. BLAIN & SONS, INC.**

WHEREAS, W.E. Blain & Sons, Inc. entered into a contract with the City of Jackson for the State Street Rehabilitation Project, Federal Aid Project Number STP-6928-00(015)LPA/108077-701000, City Project Number 19B4011; and

WHEREAS, during the construction of the project, on or about September 10, 2021, a subcontractor of W.E. Blain & Sons, Inc. damaged the traffic signal mast arm at the intersection of State Street and Woodway on the west side of the intersection; and

WHEREAS, in order to provide a traffic signal for south bound traffic on State Street at the intersection of State Street and Woodway Drive, W.E. Blain & Sons, Inc. directed their subcontractor Lewis Electric, Inc. to make temporary repairs which included removing the arm that was damaged, installing a temporary wooden pole at the southeast corner of the intersection, running a span wire from the mast to the temporary pole, and hanging and wiring two (2) signal heads, all at a cost of \$9,183.81; and

WHEREAS, W.E. Blain & Sons, Inc. directed Lewis Electric, Inc. to order the replacement arm at a cost of \$18,016.15; and

WHEREAS, W.E. Blain & Sons, Inc. reported the accident to their insurer, Progressive, which has adjusted the claim; and

WHEREAS, W.E. Blain & Sons, Inc. proposes to pay Lewis Electric, Inc. for the temporary repairs, and the cost of the mast arm and its installation, provided the City of Jackson agrees to the payment of the proceeds of the insurance claim to W.E. Blain & Sons, Inc.; and

WHEREAS, the Engineering Division of the Department of Public Works recommends that the City's property damage claim be resolved in this manner because it is the most expeditious process and will allow the State Street Rehabilitation Project to be closed out, which will allow other City projects whose funding is being administered by the Mississippi Department of Transportation to proceed; and

WHEREAS, the final closeout of the State Street Rehabilitation Project will be subject to the inspection and approval of completion of the repairs to the City's traffic mast; and

WHEREAS, the Office of the City Attorney has reviewed this proposed settlement and concurs in the recommendation of the Engineering Division.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any documents necessary to effectuate the settlement of the City's property damage claim as set forth above.

Agenda Item # 29
Agenda Date: April 26, 2022
(C.Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
4/20/2022

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING SETTLEMENT OF A CITY OF JACKSON PROPERTY DAMAGE CLAIM AGAINST W.E. BLAIN & SONS, INC.																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Infrastructure and Transportation																																													
3.	Who will be affected	Drivers using North State Street																																													
4.	Benefits	Restores existing traffic signal mast arm																																													
5.	Schedule (beginning date)	The replacement mast arm is anticipated to arrive near the end of the month and repairs will be made at that time																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 2																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Contractor and its insurer																																													
8.	COST	N/A																																													
9.	Source of Funding ▪ General Fu <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	N/A																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N A	_____
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Council Agenda Item Memorandum

To: Hon. Chokwe Antar Lumumba, Mayor

From: Torri Martin, City Attorney

ORDER AUTHORIZING SETTLEMENT OF A CITY OF JACKSON PROPERTY DAMAGE CLAIM AGAINST W.E. BLAIN & SONS, INC.

Background:

W.E. Blain & Sons, Inc. was awarded the State Street Rehabilitation Project, which is a federally funded road resurfacing project. During the construction of the project in September 2021, one of Blain's subcontractors destroy one of the mast arms for the traffic signal at the intersection of North State and Woodway Drive. Another of Blain's subcontractors on the project, Lewis Electric, Inc., removed the mast arm from the roadway, set a temporary telephone pole, and strung the wiring necessary to install two temporary traffic light heads for south bound traffic on North State Street. Blain also directed Lewis Electric, Inc. to place an order for the replacement mast arm. Blain also reported the accident to its insurer, Progressive.

Progressive has now adjusted the claim and is prepared to make payment under the insurance policy. Since the damaged property is owned by the City, Progressive would issue the check to the City. However, because Lewis Electric, Inc. has already incurred costs associated with the temporary repair and the permanent repair, Blain has proposed that the City execute whatever documents are required by Progressive to issue the check to Blain or Lewis Electric. The Engineering Division recommends that the payment for the repairs be handled in this manner because it is the most expeditious method. Currently, the State Street Rehabilitation Project cannot be closed out until these repairs to the City property are completed. Without the close out of this project, the Mississippi Department of Transportation will not authorize any other federally-funded projects to move forward.

The Office of the City Attorney has reviewed the proposed method of settling the City's property damage claim against Blain and concurs with the Engineering Division. The closeout of the project will be subject to the inspection and approval of the repairs.

Please let me know if you have any questions.


Office of the City Attorney

455 East Capitol Street
Post Office Box 2770
Jackson, Mississippi 39207-3770
Telephone: (601) 960-1839
Facsimile: (601) 960-1728

OFFICE OF THE CITY ATTORNEY
4-20-22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING SETTLEMENT OF A CITY OF JACKSON PROPERTY DAMAGE CLAIM AGAINST W.E. BLAIN & SONS, INC.** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

4/21/22

DATE

ORDER AMENDING 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, JRA previously 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
- S5 Construction LLC: \$350.00; and

WHEREAS, the Jackson City Council previously approved these expenses at its February 15, 2022 City Council meeting, but the Order incorrectly listed the total amount of expenses as \$22,658.32 instead of \$23,008.32.

IT IS THEREFORE ORDERED that Jackson Redevelopment Authority expenses in the amount of \$23,008.32 be authorized and approved.

Agenda Item #30
Agenda Date: April 26, 2022
(C.Martin, Malembeka)

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 AMENDING ORDER AUTHORIZING APPROVAL OF JACKSON REDEVELOPMENT AUTHORITY (JRA) EXPENSES (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

4/21/22

DATE

OFFICE OF THE CITY ATTORNEY

ORDER REVISING THE ORIGINAL APPOINTMENT OF MATTHEW MCLAUGHLIN TO FILL AN UNEXPIRED TERM ON THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD OF COMMISSIONERS

WHEREAS, the Jackson Redevelopment Authority (JRA) Board consists of seven (7) members each of whom represents a City Council Ward; and

WHEREAS, on April 30, 2019, the Mayor nominated and City Council approved Matthew McLaughlin to fill a vacancy on JRA Board (the "Original Order"); and

WHEREAS, Matthew McLaughlin was appointed to serve the unexpired Term for Ward 7 position on JRA Board; and

WHEREAS, the Original Order stated an incorrect date for said Term to expire.

IT IS THEREFORE ORDERED that the original appointment of Matthew McLaughlin to serve as a JRA Board member be revised to reflect the correct Term Expiration date of August 13, 2022.

Agenda Item #31
Agenda Date: April 26, 2022
(C.Martin, Lumumba)

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1759
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER REVISING THE ORIGINAL APPOINTMENT OF MATTHEW MCLAUGHLIN TO FILL AN UNEXPIRED TERM ON THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD OF COMMISSIONERS is legally sufficient for placement in NOVUS Agenda.



Eatoria Martin, City Attorney

4/21/22

DATE

OFFICE OF THE CITY ATTORNEY

ORDER ACCEPTING THE LAST WILL AND TESTAMENT DONATION FROM THE ESTATE OF ROBERT B. CHILDERS, IN THE AMOUNT OF SIXTY THOUSAND TWO HUNDRED NINETY-SIX DOLLARS (\$60,296.00) FOR THE JACKSON ZOO

III CITY ATTORNEY

WHEREAS, Robert B. Childers donated funds to the City to assist with expansion or direct animal care and compensation of staff at the Jackson Zoo; and

WHEREAS, Robert B. Childers left a pecuniary bequest in the amount of Sixty Thousand Two Hundred Ninety-Six dollars (\$60,296.00) for the Jackson Zoo;

WHEREAS, pursuant to the decree Waiving First and Final Account, Authorizing Disbursement of Fees and Expenses, Closing Estate and Discharging Executor entered on the 16th date of August 2021, the enclosed check for \$60,296.00 payable to City of Jackson, Mississippi F/B/O Jackson Zoo and Begley Law Firm, PLLC as payment of that bequest; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to accept the donation from the Estate of Robert B. Childers, in the amount of Sixty Thousand Two Hundred Ninety-Six dollars (\$60,296.00) for the Jackson Zoo.

APPROVED FOR AGENDA:

Agenda Item #32
Agenda Date: April 26, 2022
(C.Martin, Lumumba)

Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1356

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE LAST WILL AND TESTAMENT DONATION FROM THE ESTATE OF ROBERT B. CHILDERS, IN THE AMOUNT OF SIXTY THOUSAND TWO HUNDRED NINETY-SIX DOLLARS (\$60,296.00) FOR THE JACKSON ZOO,** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *City Attorney*

4/28/22
DATE

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN
SUPPORT OF HONORING AND CELEBRATING THE LIFE OF THE LATE
REVEREND DR. EMMETT C. BURNS JR.**

WHEREAS, Reverend Dr. Emmett C. Burns Jr. was born in Jackson, Mississippi, on August 26, 1940. Burns was an activist during the height of the civil rights movement. He eventually became the field director for the NAACP in Jackson, succeeding his friend and mentor, Medgar Evers, who was shot to death by a white supremacist in 1963; and

WHEREAS, He graduated in 1962 with a degree from Jackson State University. He continued his education at Virginia Union University, Presbyterian School of Christian Education, and the University of Pittsburgh, where he earned a doctorate. He served as a chaplain in U.S. Air Force Reserve from 1975 to 1978; and

WHEREAS, Following a brief stint in the United States Air Force, Burns became a Baptist minister in Baltimore. He was founding pastor of the Rising Sun First Baptist Church in Woodlawn; and

WHEREAS, Rev. Burns' experiences in the Deep South would inform his work with the General Assembly where he would spend decades advocating for racial justice for the citizens of Maryland; and

WHEREAS Rev. Burns was a conservative Democratic delegate who was one of the biggest proponents in the General Assembly for renaming Baltimore Washington International Airport to honor Supreme Court Justice and Maryland native Thurgood Marshall. The airport was renamed in 2005; and

WHEREAS, Rev. Burns, who represented communities such as Lochearn, Milford Mill and Randallstown, also sponsored legislation that led to a state study of the legacy and systemic impact of slavery on education, employment, homeownership, entrepreneurship and African American fiscal stability and generational wealth; and

WHEREAS, He retired in 2015, having served the community for more than 40 years; and

WHEREAS, Reverend Dr. Emmett C. Burns Jr. passed away at the age of 81 in Baltimore surrounded by his loving family.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI, that we hereby support honoring the memory of Reverend Dr. Emmett C. Burns Jr., and salute his inspiring and selfless dedication and admirable service.

Agenda Item #33
Agenda Date: April 26, 2022
(Banks)

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
RECOGNIZING REPRESENTATIVE ALYCE G. CLARK AS AN
OUTSTANDING CITIZEN AND UNPARALLELED LEADER**

WHEREAS, the City Council of Jackson, Mississippi celebrates persons who advance extraordinary expectations of achievement for family, friends and community; and

WHEREAS, *Representative Alyce G. Clarke*, born in Yazoo City, Mississippi, is a graduate of Alcorn State University where she majored in Home Economics; striving for additional education, she chose Tuskegee Institute, receiving an M.S. degree in Home Economics with emphasis in Nutrition; and

WHEREAS, *Representative Clarke's* professional service includes: education, employee for Head Start, Director of Nutrition, New York Life Insurance, consulting, and the Mississippi House of Representatives, House District 69, the first African American female to be serve: and

WHEREAS, she has served our community with deep commitment in diverse capacities: committee and board memberships related to drug policy, education, public health and welfare, ethics, juvenile justice, municipalities; task forces and committee appointments; presenter on teen and children concerns; *Representative Clarke* has authored legislations and assisted with enacting many into law, particularly the Mississippi Lottery Law; several legislations have been enacted into law to honor her; and

WHEREAS, *Representative Clarke's* citations, along with membership and civic affiliations are numerous: Cade Chapel Missionary Baptist Church, Alcorn State University Alumni Association, Alpha Kappa Alpha Sorority, Inc. and the list continues.

WHEREAS, we rise with her family, friends and members of the Mississippi Legislature in honor and salute to an exemplary citizen and Woman of the Year for the Reverend Dr. Martin King, Jr. Banquet, 2022.

THEREFORE BE IT RESOLVED, that Councilman Kenneth I. Stokes and his council colleagues do hereby highly celebrate *Representative Alyce Griffin Clarke*, an outstanding citizen and unparalleled leader.

DONE this the 26th day of April, 2022.

Agenda Item #34
Agenda Date: April 26, 2022
(Stokes)

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING
MISDEMEANOR HOUSING FUNDING TO OTHER JURISDICTIONS WITH
JAIL SPACE TO HOUSE MISDEMEANOR VIOLATORS FOR CITY OF
JACKSON WITH \$250, 000.00 FROM THE FUND BALANCE

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

WHEREAS, the incidence of misdemeanor violations in the City of Jackson is increasing; and

WHEREAS, the necessity to have a safe, secure, and viable location to hold misdemeanor violators will help the enforcement of misdemeanor laws on the books in the City of Jackson; and

WHEREAS, other jurisdictions in the State of Mississippi which have additional jail space for which the City of Jackson could use these funds to pay to house misdemeanor violators for the City of Jackson; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson to establish misdemeanor housing funding to other jurisdictions with jail space to house misdemeanor violators for the City of Jackson with Two Hundred Fifty Thousand Dollars (\$250,000.00) from the Fund Balance.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby establishes misdemeanor housing funding in other jurisdictions with jail space to house misdemeanor violators for the City of Jackson with \$250,000.00 from the Fund Balance.

SO ORDERED, this the _____ day of April, 2022.

Agenda Item #35
Agenda Date: April 26, 2022
(Stokes)

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING
THE ADJUSTMENT OF JACKSON GARBAGE BILLS FOR UNCOLLECTED
GARBAGE

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

WHEREAS, the garbage collections in the City of Jackson have been uncollected or sporadic for certain customers in recent weeks; and

WHEREAS, the citizens who have been faced with uncollected garbage should be given adjustments on their bills: and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the City of Jackson make adjustments to the garbage bills of the citizens of the City of Jackson to make the citizens whole.

THEREFORE, IT IS HEREBY ORDERED, the City Council of Jackson, Mississippi hereby authorizes the adjustment of City of Jackson garbage bills for uncollected garbage.

SO ORDERED, this the _____ day of April, 2022.

Agenda Item #36
Agenda Date: April 26, 2022
(Stokes)

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

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

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

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

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

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022 and March 29, 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 #37
Agenda Date: April 26, 2022
(Jackson City Council)

ORDER TO OVERRIDE THE APRIL 14, 2022 MAYOR'S VETO ON THE "ORDINANCE AMENDING SECTION 2-76 OF THE JACKSON CODE OF ORDINANCES GOVERNING REVIEW AND APPROVAL OF THE MINUTES OF THE CITY COUNCIL" ON THE DECEMBER 21, 2021 CITY COUNCIL MEETING MINUTES

WHEREAS, the City Council passed Agenda Item No. 14 during its December 21, 2021 Regular City Council meeting, amending section 2-76 of the Jackson Code of Ordinances governing review and approval of the minutes of the City Council by Jackson City Council; and

WHEREAS, the City Council of Jackson, Mississippi deemed it necessary to comply with Mississippi Code Annotated, § 21-15-33, which provides, in part: The minutes of every municipality must be adopted and approved by a majority of all the members of the governing body of the municipality at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first. Upon such approval, said minutes shall have the legal effect of being valid from and after the date of the meeting.; and

WHEREAS, said Ordinance was passed by the City Council with five (5) in favor, zero (0) opposing and two (2) absences; and

WHEREAS, said Order was vetoed by Mayor Chokwe A. Lumumba on April 14, 2022; and

WHEREAS, Virgi Lindsay, President of the Jackson City Council, pursuant to 21-8-18(2) of the Mississippi Code Annotated of 1972, in response to the Honorable Chokwe A. Lumumba's veto, places this Order of reconsideration of vetoed Order before the City Council.

IT IS HEREBY ORDERED that the Ordinance amending section 2-76 of the Jackson Code of Ordinances governing review and approval of the minutes of the City Council be reinstated by a two-thirds majority vote of the members present and voting resolving to override the Mayor's veto.

Agenda Item #38
Agenda Date: April 26, 2022
(Jackson City Council)

ORDER TO OVERRIDE THE APRIL 14, 2022 MAYOR'S VETO ON THE "ORDER DETERMINING THE NEED FOR CONTINUING THE DECLARED LOCAL STATE OF EMERGENCY REGARDING RESIDENTIAL SOLID WASTE COLLECTION (AS AMENDED BY THE JACKSON CITY COUNCIL)" ON THE FEBRUARY 24, 2022 CITY COUNCIL MEETING MINUTES.

WHEREAS, the City Council passed Agenda Item No. 4 as amended during its February 24, 2022 Special City Council meeting, continuing the declared local state emergency regarding residential solid waste collection for Jackson, Mississippi by Jackson City Council; and

WHEREAS, the City Council of Jackson, Mississippi deemed it necessary to continue a declared local emergency with Waste Management, Inc. due to the impending expiration of the city's solid waste and hauling services on March 31, 2022; and

WHEREAS, said Order, as amended, was passed by the City Council with four (4) in favor, three (3) opposing and zero (0) absent; and

WHEREAS, said Order was vetoed by Mayor Chokwe A. Lumumba on April 14, 2022; and

WHEREAS, Virgi Lindsay, President of the Jackson City Council, pursuant to 21-8-18(2) of the Mississippi Code Annotated of 1972, in response to the Honorable Chokwe A. Lumumba's veto, places this Order of reconsideration of vetoed Order before the City Council.

IT IS HEREBY ORDERED that the Order continuing the declared local state emergency regarding residential solid waste collection for Jackson, Mississippi as amended by Jackson City Council be reinstated by a two-thirds majority vote of the members present and voting resolving to override the Mayor's veto.

Agenda Item #39 Agenda Date April 26, 2022 (Jackson City Council)
