



**REGULAR MEETING OF THE CITY COUNCIL  
CITY OF JACKSON, MISSISSIPPI  
September 13, 2022  
AGENDA  
10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. **BISHOP ROBERT N. FORTSON, SR. OF GREATER BETHLEHEM TEMPLE CHURCH**

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

**INTRODUCTIONS**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

2. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
3. **APPROVAL OF THE AUGUST 15, 2022 REGULAR ZONING COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)**
4. **APPROVAL OF THE AUGUST 16, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)**
5. **APPROVAL OF THE AUGUST 17, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)**
6. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD AUGUST 9, 2022 FOR THE FOLLOWING CASES:**

22-770	22-771	22-715	22-768	21-818	21-685	21-928
22-959	22-985	22-987	21-1306	22-967	21-408	21-742
21-409	22-931	22-1213	21-669	21-1880	21-1175	21-1540

21-1624 21-1095 21-1160 21-1818 21-1846

7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RESURRECTION LAWN CARE SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-812 - 3288 WASHINGTON STREET – \$400.00 – WARD 5. (DOTSON, LUMUMBA)**
8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-662 – 2672 HIGHWAY 80 WEST– \$8000.00. (WARD 5) (DOTSON, LUMUMBA)**
9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH STRUCTURE AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR PARCEL 437-3LOCATED AT 807 E NORTHSIDE DR. - \$60,000.00 - CASE# CE-22-436. (WARD 1) (DOTSON, LUMUMBA)**

#### **INTRODUCTION OF ORDINANCES**

##### **ADOPTION OF ORDINANCE**

10. **ORDINANCE AMENDING SECTIONS OF CHAPTER 102 SIGNS OF THE CODE OF ORDINANCES SECTION 102-30 OF THE CITY OF JACKSON, MISSISSIPPI, GOVERNING SIGN REGULATIONS. (DOTSON, LUMUMBA)**
11. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING SECTION 2-166, OF THE CITY OF JACKSON, MISSISSIPPI CODE OF ORDINANCES, RESIDENCY REQUIREMENTS. (FOOTE)**

##### **REGULAR AGENDA**

12. **CLAIMS (MALEMBEKA, LUMUMBA)**
13. **PAYROLL (MALEMBEKA, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO APPOINT BRIAN WASHINGTON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD. (LUMUMBA)**
15. **ORDER AUTHORIZING THE MAYOR TO APPOINT JOHN HARRISON YORK TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD. (LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT**

- WITH BLACKRIDGE HOLDING COMPANY TO HOST AND FACILITATE COMMUNITY ENGAGEMENT WORKSHOPS. (WRIGHT, LUMUMBA)**
17. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CONSULTING BY LEE TO ALLOW MYA LEE TO SERVE AS DEVELOPMENT ASSISTANCE REPRESENTATIVE FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD). (WRIGHT, LUMUMBA)**
  18. **ORDER AUTHORIZING THE MAYOR TO APPROVE THE JACKSON FIRE DEPARTMENT FIRE STATION 1 AND FIRE STATION 20 TO ENTER INTO AN AGREEMENT WITH 501CTHREE TO PARTICIPATE IN THE WATER BOX PROGRAM (ALL WARDS) (OWENS, LUMUMBA)**
  19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48) MONTH RENTAL AGREEMENT WITH RJ YOUNG COMPANY FOR A CANON IMAGE RUNNER ADVANCE DX C3826i COLOR COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT ARSON/INTERNAL AFFAIRS DIVISION. (OWENS, LUMUMBA)**
  20. **ORDER AUTHORIZING THE MAYOR TO APPROVE AND EXECUTE THE ANNUAL MAINTENANCE SERVICE AGREEMENT WITH MOTOROLA, INC TO PROVIDE SERVICES TO THE JACKSON FIRE DEPARTMENT. (OWENS, LUMUMBA)**
  21. **ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE THE NFPA 1001-I-II COURSE TO THE CITY OF JACKSON FIRE DEPARTMENT AND AUTHORIZE THE MAYOR TO PAY A SEVEN THOUSAND FIVE HUNDRED DOLLAR SERVICE FEE (ALL WARDS) (OWENS, LUMUMBA)**
  22. **ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE THE NFPA 1072 F COURSE TO THE JACKSON FIRE DEPARTMENT (ALL WARDS) (OWENS, LUMUMBA)**
  23. **ORDER AUTHORIZING THE SALE OF LOST, STOLEN, ABANDONED, AND MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON FEBRUARY 11, 2023. (DAVIS, LUMUMBA)**
  24. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICES AGREEMENT, ADDENDUM, AND SALES ORDER WITH LITECLOUD, INC. FOR LITECLOUD, INC. TO CONTINUE TO PROVIDE INTERNET SERVICE TO ALL DEPARTMENTS WITHIN THE CITY OF JACKSON. (REID, LUMUMBA)**
  25. **ORDER RATIFYING AND AUTHORIZING PAYMENT TO IMMIXTECHNOLOGY, INC. TO COVER THE COST OF HARDWARE AND SOFTWARE MAINTENANCE AND TRAINING FOR THE CITY OF JACKSON'S KRONOS WORKFORCE TIMEKEEPING SYSTEM AND THE FIRE DEPARTMENT'S KRONOS TELESTAFF SOFTWARE. (REID, LUMUMBA)**
  26. **ORDER RATIFYING AND AUTHORIZING PAYMENT TO IMMIXTECHNOLOGY, INC. TO COVER THE COST OF HARDWARE AND**

**SOFTWARE MAINTENANCE AND TRAINING FOR THE CITY OF JACKSON'S KRONOS WORKFORCE TIMEKEEPING SYSTEM AND THE FIRE DEPARTMENT'S KRONOS TELESTAFF SOFTWARE. (REID, LUMUMBA)**

27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROPOSAL SUBMITTED BY DIXIE ROOFING, INC. OF MISSISSIPPI TO REPLACE AND REPAIR THE ROOF OF THE TOUGALOO COMMUNITY CENTER AND AUTHORIZING PAYMENT OF FORTY-SIX THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS AND NO CENTS. (KIDD, LUMUMBA)**
28. **ORDER CREATING THE LEFLEUR EAST BUSINESS IMPROVEMENT DISTRICT. (A. HARRIS, LUMUMBA)**
29. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB C650I COPIER TO BE USED BY THE OFFICE OF COMMUNITY IMPROVEMENT, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT. (DOTSON, LUMUMBA)**
30. **ORDER DECLARING PARCEL 77-22 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO JESSIE ROBINSON FOR JR PARKING AND TRANSPORTATION ADMINISTRATIVE OFFICE . (DOTSON, LUMUMBA)**
31. **ORDER AUTHORIZING A PROJECT PARTNERSHIP AGREEMENT WITH THE UNITED STATES ARMY CORP OF ENGINEERS FOR A SECTION 219 MATCHING GRANT TO FUND ONE OR MORE ENVIRONMENTAL INFRASTRUCTURE PROJECTS. (ALL WARDS) (HILLMAN, LUMUMBA)**
32. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH NEEL-SCHAFFER, INC., FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT. (WARD 3) (HILLMAN, LUMUMBA)**
33. **ORDER AUTHORIZING AN AGREEMENT WITH MYTHICS, INC. FOR ORACLE PLATFORM AS A SERVICE (PaaS) AND INFRASTRUCTURE AS A SERVICE (IaaS) CLOUD SERVICES UNIVERSAL CREDITS, LICENSING AND SUPPORT FOR THE CITY OF JACKSON UTILITY BILLING SYSTEM, INCLUDING ORACLE CLOUD INFRASTRUCTURE AND AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL CONVERSION FOR UNIVERSAL CREDITS FUNDED ALLOCATION LETTER. (ALL WARDS) (HILLMAN, LUMUMBA)**
34. **ORDER AUTHORIZING A ONE-YEAR AGREEMENT WITH BOSS USA, INC. FOR ORACLE UTILITIES APPLICATION MAINTENANCE AND SUPPORT FOR THE WATER-SEWER BUSINESS ADMINISTRATION DIVISION UTILITY BILLING SOFTWARE. (ALL WARDS) (HILLMAN, LUMUMBA)**
35. **ORDER ACCEPTING THE BID OF DUBOIS CHEMICALS, INC. FOR A TWELVE-MONTH SUPPLY OF SODA ASH (BID NO. 18086-070522). (HILLMAN, LUMUMBA)**
36. **RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI TRANSPORTATION COMMISSION REGARDING STATE PROJECTS**



**ERBR-25(03) (COLONIAL CIRCLE BRIDGE) AND ERBR-25(04) (MCRAVEN ROAD BRIDGE) AND DESIGNATING ELMORE MOODY, P.E., AS THE ENGINEER OF RECORD FOR SAID PROJECTS. (HILLMAN, LUMUMBA)**

37. **ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2022 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. MISS. AND OTHER RELATED MATTERS. (CITYWIDE) (C.MARTIN, LUMUMBA)**

**DISCUSSION**

38. **DISCUSSION: PENDING LITIGATION (C.MARTIN)**

**PRESENTATION**

**PROCLAMATION**

**RESOLUTIONS**

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

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**



8/13/22 CITY ATTORNEY

**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON AN ADMINISTRATIVE HEARING HELD ON AUGUST 9, 2022, FOR THE FOLLOWING CASES:**

22-770	22-771	22-715	22-768	21-818	21-685	21-928
22-959	22-985	22-987	21-1306	22-967	21-408	21-742
21-409	22-931	22-1213	21-669	21-1880	21-1175	21-1540
21-1624	21-1095	21-1160	21-1818	21-1846		

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

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

**WHEREAS**, a hearing was held on August 9, 2022; and

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

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

- 1) **Case #22-770: Parcel #606-278** located at **2932 ENGLEWOOD BLVD**: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 2) **Case #22-771: Parcel #606-280** located at **2944 ENGLEWOOD BLVD**: No appearance by owner or an interested party. The hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$1000.00. Ward 7

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

<p>Agenda Item #6 9.13.2022 (Dotson, Lumumba)</p>
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- 3) **Case #22-715: Parcel #606-262** located at **2908 ENGLEWOOD BLVD**: After hearing testimony from owner(s) **LUTHER H. BALDRIDGE, JR**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days until September 8, 2022, to enter into repair agreement. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 4) **Case #22-768: Parcel #606-263** located at **2914 ENGLEWOOD BLVD**: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 5) **Case #21-818: Parcel #423-38-2** located at **3150 TOUGALOO STREET**: After hearing testimony from owner(s) **KENNETH GATES**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days until September 8, 2022, to enter into repair agreement. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 6) **Case #21-685: Parcel #98-129** located at **1804 BAILEY AVENUE**: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 7) **Case #21-928: Parcel #98-130** located at **1800 BAILEY AVENUE**: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 8) **Case #22-959: Parcel #409-832** located at **2125 UTAH STREET**: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 9) **Case #22-985: Parcel #642-462** located at **359 QUEEN ALEXANDRIA LANE**: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 10) **Case #22-987 Parcel #642-455** located at **317 QUEEN ALEXANDRIA LANE** No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 11) **Case #21-1306: Parcel #642-197** located at **207 QUEEN ANNE LANE**: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 12) **Case #22-967: Parcel #642-491** located at **5344 QUEEN ELEANOR LANE**: After hearing testimony from owner(s) **CHARLES ENGLISH**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and

welfare; however, interested parties shall be afforded thirty (30) days until September 8, 2022, to enter into repair agreement. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

- 13) **Case #21-408: Parcel #410-188** located at **3838 SLAYTON AVENUE**: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 14) **Case #21-742: Parcel #410-158** located at **3806 GAMMILL STREET** No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 15) **Case #21-409: Parcel #410-215** located at **3839 SLAYTON AVENUE**: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 16) **Case #22-931: Parcel #410-184** located at **3826 SLAYTON AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 17) **Case #22-1213: Parcel #721-303** located at **319 POST OAK ROAD** No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 18) **Case #21-669: Parcel #820-64** located at **1658 REDDIX STREET**: No appearance by owner or an interested party. The hearing officer recommends that the property be held in abeyance and be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 19) **Case #21-1880: Parcel #128-78** located at **2404 BRANDON AVENUE**: After hearing testimony from owner(s) **JAMES NAYLOR, III**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded sixty (60) days until October 10, 2022, to enter into repair agreement. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$750.00. Ward 5

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

- 20) **Case #21-1175: Parcel #128-206** located at **922 CLAIBORNE AVENUE**: After hearing testimony from owner(s) **LANCE FELTON**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded sixty days (60) until October 10, 2022, to enter into repair agreement. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 21) **Case #21-1540: Parcel #162-171** located at **1603 MOREHOUSE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 22) **Case #21-1624: Parcel #119-437** located at **140 BEVERLY CIRCLE**: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with an assessment of actual costs and a penalty of \$1000.00. Ward 4

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

- 23) **Case #21-1095: Parcel #820-129** located at **1649 REDDIX STREET**: After hearing testimony from owner(s) **HENRY & MAGGIE AMOS**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded sixty (60) days until October 10, 2022, to cure. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 24) **Case #21-1160: Parcel #162-50** located at **1332 FLORENCE AVENUE**: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 25) **Case #21-1818: Parcel #157-831** located at **833 BROOKSIDE PLACE**: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 26) **Case #21-1846 Parcel #821-752** located at **1095 WESTHAVEN BLVD**: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 4



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

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

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

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

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

ITEM# \_\_\_\_\_

AGENDA \_\_\_\_\_

Department of Planning and Development



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

## MEMORANDUM

**TO:** Mayor Choke A. Lumumba

**From :** Jordan Hillman  
Director, Planning and Development

**DATE:** August 9, 2022

**Re:** Agenda Item

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

Thank you for your consideration.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **08/09/2022**  
**DATE**

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

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON AN ADMINISTRATIVE HEARING HELD ON AUGUST 9, 2022** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

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

8/23/22  
Date

CE-21-812  
7/27/22  
Lum

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RESURRECTION LAWN CARE SERVICES, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-812 3288 WASHINGTON STREET – \$400.00 – WARD 5**

**WHEREAS**, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-21-812 located in Ward 5 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 3288 Washington Street; and

**WHEREAS**, RESURRECTION LAWN CARE SERVICES, LLC submitted the lowest bid of \$400.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, RESURRECTION LAWN CARE SERVICES, LLC, through its representative, Victor Grant, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3288 Washington Street in an amount not to exceed \$400.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with RESURRECTION LAWN CARE SERVICES, LLC, with its principal office located at 170 Sivley Avenue, Jackson Mississippi 39203, that contains the following substantive provisions:

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$400.00.

**SECTION 2 - COMPENSATION:**

Agenda Item # 7  
9.13.2022  
(Dotson, Lumumba)

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

### SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

### SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

### SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.
- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of he coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

**City of Jackson, Mississippi**  
Chokwe A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**UNITY CLEANUP & REMOVAL, LLC**  
Calvin Hill  
536 Eastview St., Suite 4  
Jackson, Mississippi 39209

**SECTION 10 - DEFAULT AND TERMINATION:**

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of

the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

#### B. Termination for Convenience.

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

#### SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

#### SECTION 12 – INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

#### SECTION 13 – PARTIES' RELATIONSHIP:



The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – HEADINGS:

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A.The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B.The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C.If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D.The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E.If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:

- 1.Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;

- 2.Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for

performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 – PAYMENT:

A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **RESURRECTION LAWN CARE SERVICES, LLC** to cut vegetation and remedy conditions on the property located at 3288 Washington Street deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$400.00 shall be paid to **RESURRECTION LAWN CARE SERVICES, LLC** upon the completion of the services provided from funds budgeted for the Division.

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

**7/20/2022**  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>	
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	<b>Who will be affected</b>	All City of Jackson residents	
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.	
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.	
6.	<b>Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	5  CITYWIDE	
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	<b>COST</b>	\$ 400.00	
9.	<b>Source of Funding</b> ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDING	
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes ___    no ___      N/A _____ AABE _____ %      WAIVER    yes ___    no ___      N/A _____ WBE _____ %      WAIVER    yes ___    no ___      N/A _____ HBE _____ %      WAIVER    yes ___    no ___      N/A _____ NABE _____ %      WAIVER    yes ___    no ___      N/A _____	

Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **RESURRECTION LAWN CARE SERVICES, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-812.

Thank you for your consideration.

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RESURRECTION LAWN CARE SERVICES, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-812 3288 WASHINGTON STREET- \$400.00** sufficient for placement in NOVUS Agenda.



Carrie Johnson, *Senior Deputy City Attorney*  
Sondra Moncure, *Deputy City Attorney* A.M.

7/27/2022

DATE

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RESURRECTION LAWN CARE SERVICES, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-812 3288 WASHINGTON STREET - \$400.00 - WARD 5**

CE-21-812  
7/27/22  
x-um

**WHEREAS**, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-21-812 located in Ward 5 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 3288 Washington Street; and

**WHEREAS**, RESURRECTION LAWN CARE SERVICES, LLC submitted the lowest bid of \$400.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, RESURRECTION LAWN CARE SERVICES, LLC, through its representative, Victor Grant, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3288 Washington Street in an amount not to exceed \$400.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with RESURRECTION LAWN CARE SERVICES, LLC, with its principal office located at 170 Sivley Avenue, Jackson Mississippi 39203, that contains the following substantive provisions:

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$400.00.

**SECTION 2 - COMPENSATION:**

Agenda Item # 7  
9.13.2022  
(Dotson, Lumumba)

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.
- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.



**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

**City of Jackson, Mississippi**  
Chokwe A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**UNITY CLEANUP & REMOVAL, LLC**  
Calvin Hill  
536 Eastview St., Suite 4  
Jackson, Mississippi 39209

**SECTION 10 - DEFAULT AND TERMINATION:**

**A. Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of

the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

SECTION 12 – INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 – PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – HEADINGS:

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A. The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:

1. Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;

2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for

performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 – PAYMENT:

A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with RESURRECTION LAWN CARE SERVICES, LLC to cut vegetation and remedy conditions on the property located at 3288 Washington Street deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$400.00 shall be paid to RESURRECTION LAWN CARE SERVICES, LLC upon the completion of the services provided from funds budgeted for the Division.

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

**7/20/2022**  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>																																													
3.	<b>Who will be affected</b>	All City of Jackson residents																																													
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	5  CITYWIDE																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	<b>COST</b>	\$ 400.00																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	GENERAL FUNDING																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **RESURRECTION LAWN CARE SERVICES, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-812.

Thank you for your consideration.

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RESURRECTION LAWN CARE SERVICES, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-812 3288 WASHINGTON STREET- \$400.00 sufficient for placement in NOVUS Agenda.



Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *S.M.*

7/27/2022

DATE



OFFICE OF THE CITY ATTORNEY  
7/27/22  
KUM

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES, LLC TO DEMOLISH THE STRUCTURE FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-662 – 2672 HIGHWAY 80 WEST – \$8,000.00 – WARD 5**

**WHEREAS**, on June 7, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 26, 2022, for Case CE-21-662 located in Ward 5 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 2672 Highway 80 West; and

**WHEREAS**, R&C SERVICES, LLC submitted the lowest bid of \$ 8,000.00; and

**WHEREAS**, R&C SERVICES, LLC through its representative, Raymond Granderson, agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2672 Highway 80 West for the sum of \$8,000.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with R&C SERVICES, LLC with its principal office located at 987 Gore Road, Jackson, Mississippi, 39212 that contains the following substantive provisions:

**SECTION 1 – LABOR AND MATERIALS**

The Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in Exhibit A attached hereto and made a part hereof in an amount not to exceed \$8,000.00.

**SECTION 2 – NOTICE TO PROCEED**

The Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed “NTP”. The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the Notice of Proceed set forth in Exhibit B and attached hereto and made a

# 8

part hereof. The City of Jackson may extend the ninety (90) day performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed.

### SECTION 3 – SPECIFICATIONS, CODES, AND REGULATIONS

Vendor shall comply with all appropriate specifications, including the general conditions provided separately to the Vendor and codes referred to therein, as well as all applicable and controlling Federal, Mississippi State and municipal law and permit reasonable inspection of all work by authorized inspectors.

### SECTION 4 - INSURANCE

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

- A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than \$500,000 aggregate and \$500,000 per occurrence, and property damage coverage of not less than \$500,000 aggregate and \$500,000 per occurrence.
- B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.
- C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than \$500,000 for one accident, to protect from all claims arising from the use of the following:
  - (1) Vendor's own automobiles, trucks and/or vehicles
  - (2) Hired automobiles, trucks and/or vehicles
  - (3) Automobiles, trucks and/or vehicles owned by subcontractors

The aforementioned is to cover the use of automobiles, trucks and/or vehicles on and off the project sites.

- D. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than \$500,000 as well as property damage liability coverage in the amount of \$500,000 per occurrence and \$500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.
- E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

The Vendor shall carry all insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the Vendor shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime Vendor.

Certificates of insurance shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. No Vendor or Sub-vendor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the City. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

#### SECTION 5 – ASBESTOS COMPLIANCE

Vendor shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8 hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
  - a. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
  - b. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

- c. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
- d. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)
- e. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.
- f. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If the vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

#### SECTION 6 – PERMITS AND LICENSES

The Vendor must obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

#### SECTION 7 – DEBRIS AND MATERIAL REMOVAL

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor, unless specified otherwise in the "Request for Quotes." The Vendor shall also dispose of demolition debris in compliance with State and Federal laws. Vendor shall provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from the site.

#### SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

Vendor shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the City or its designees or agents, members of the governing body

of the City, any other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during this or her tenure or for one year thereafter.

**SECTION 9 – SUCCESSORS AND ASSIGNS**

The Vendor binds itself, partners, successors, receivers, administrators, and assigns to the other party to this Agreement, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all of covenants this Agreement.

**SECTION 10 – NOTICES**

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

**City of Jackson, Mississippi**

**R & C Services, LLC**

Chokwe A. Lumumba, Mayor

Raymond Granderson

200 S. President Street

987 Gore Road

Post Office Box 17

Jackson, Mississippi 39212

Jackson, Mississippi 39205-0017

**SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM**

- A. **Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

#### SECTION 12 - FEDERAL GRANTS

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

#### SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action against the Vendor.

#### SECTION 14 - INDEMNIFICATION

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies, including but not limited to, the Mississippi Department of Environmental Quality as a result of the Vendor's negligence or wrongful failure to perform.

#### SECTION 15 - GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly

make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may, after giving thirty (30) day notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

#### SECTION 16 – NO AGENCY

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

#### SECTION 17 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

#### SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the City, then the Vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.
- D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the City:
  1. To any preference, priority or allocation order duly issued by the City.
  2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public

enemy, acts of the City, acts of another Contractor in the performance of a contract with the C, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

E. In the event that Vendor fails in any of its obligations under this Section, the City may take one or more of the following actions to protect its interests:

1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
3. Debar Vendor from future work for City for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION**

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.



- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

#### SECTION 21 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

#### SECTION 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.

- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

**SECTION 22 – GENERAL PROVISIONS**

This contract embodies all the representations, rights, duties, and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or enduring to the benefit of any of the parties.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with R&C SERVICES, LLC to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 2672 Highway 80 West deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$8,000.00 shall be paid to R&C SERVICES, LLC upon the completion of the services provided from funds budgeted for the Division.

**PROPOSED CONTRACT**

**CITY OF JACKSON, MISSISSIPPI**  
Community Improvement Division

**DEMOLITION CONTRACT**

THIS AGREEMENT made by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("CITY"), and CONTRACTOR., hereinafter called the ("VENDOR."), having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_.

WHEREAS, the CITY is a corporate body politic organized and existing pursuant to the laws of the State of Mississippi;

WHEREAS, the City Council of Jackson, Mississippi passed a resolution on \_\_\_\_\_, which declared the property described in the Scope of Work (**Exhibit A**) to be a menace to public health and safety, and in such a state of disrepair to warrant the demolition and removal of any structure(s), building(s), attachment(s) and/or appurtenance(s) to said real property;

WHEREAS, the CITY, pursuant to the aforementioned resolution, has decided to retain contract labor for the demolition of the structure and removal of debris at the subject location after the owner refused to demolish and remove the structure; and

WHEREAS, the CITY estimated the cost for performing the work or solicited quotes for the performance of the work; and

WHEREAS, the VENDOR has agreed to perform the work based on the CITY's pre-determined cost or based on the quote submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the CITY and the VENDOR agree as follows:

**SECTION 1 – LABOR AND MATERIALS**

The contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in **Exhibit A**, attached hereto and made a part hereof in an amount not to exceed \$\_\_\_\_\_.

**SECTION 2 – NOTICE TO PROCEED**

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP"(**Exhibit B**). The Vendor shall complete the work described in **Exhibit A** within thirty (30) calendar days of receipt of the NTP set forth in **Exhibit B** and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable

contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed.

### SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

Vendor shall comply with all appropriate specifications, including the general conditions provided separately to the Vendor and codes referred to therein, as well as all applicable and controlling Federal, Mississippi State and municipal law and permit reasonable inspection of all work by authorized inspectors.

### SECTION 4 - INSURANCE

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

- A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than \$500,000 aggregate and \$500,000 per occurrence, and property damage coverage of not less than \$500,000 aggregate and \$500,000 per occurrence.
- B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.
- C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than \$500,000 for one accident, to protect from all claims arising from the use of the following:
  - (1) Vendor's own automobiles, trucks and/or vehicles
  - (2) Hired automobiles, trucks and/or vehicles
  - (3) Automobiles, trucks and/or vehicles owned by subcontractors

The aforementioned is to cover use of automobiles, trucks and/or vehicles on and off the project sites.

- D. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than \$500,000 as well as property damage liability coverage in the amount of \$500,000 per occurrence and \$500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.

E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

The Vendor shall carry all insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the Vendor shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime Vendor.

Certificates of insurance shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. No Vendor or Sub-vendor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the City. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

#### SECTION 5 – ASBESTOS COMPLIANCE

Vendor shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8 hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

8. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.
9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

#### SECTION 6 – PERMITS AND LICENSES

The Vendor must obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

#### SECTION 7 – DEBRIS AND MATERIAL REMOVAL

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor, unless specified otherwise in the "Request for Quotes." The Vendor shall also dispose of demolition debris in compliance with State and Federal laws. Vendor shall provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from the site.

#### SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

Vendor shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the City or its designees or agents, members of the governing body of the City, any other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during this or her tenure or for one year thereafter.

#### SECTION 9 – SUCCESSORS AND ASSIGNS

The Vendor binds itself, partners, successors, receivers, administrators, and assigns to the other party to this Agreement, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all of covenants this Agreement.

#### SECTION 10 – NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi  
Chokwe A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

CONTRACTOR NAME  
Representative  
Address  
City, State Zip

#### SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

#### SECTION 12 - FEDERAL GRANTS

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

#### SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action against the Vendor.

#### SECTION 14 - INDEMNIFICATION

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The CONTRACTOR further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies, including but not limited to, the Mississippi Department of Environmental Quality as a result of the Vendor's negligence or wrongful failure to perform.

#### SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may, after giving thirty (30) days notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

#### SECTION 16 – NO AGENCY

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

#### SECTION 17 – HEADINGS



The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the City, then the Vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.
- D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the City:
  - 1. To any preference, priority or allocation order duly issued by the City.
  - 2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the C, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
  - 3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that Vendor fails in any of its obligations under this Section, the City may take one or more of the following actions to protect its interests:
  - 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
3. Debar Vendor from future work for City for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION**

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F. The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

**SECTION 21 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

**SECTION 22 – PAYMENT**

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

**SECTION 22 – GENERAL PROVISIONS**

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

**SECTION 23 - ACCEPTANCE**

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

\_\_\_\_\_  
VENDOR' S SIGNATURE

Title \_\_\_\_\_

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

**THE CITY OF JACKSON**

By: \_\_\_\_\_  
Lumumba, Mayor

Attested By: \_\_\_\_\_  
City Clerk

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_ bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case #** \_\_\_ :

*Add scope of work here and delete this line*

\_\_\_\_\_

**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD MARCH 22, 2022 FOR THE FOLLOWING CASES:**

**21-97      21-284      21-495      21-639      21-647      21-662**  
**21-684      21-744      21-905      21-1048      21-1298      21-1708**  
**21-1868      21-1903      21-2019**

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

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

**WHEREAS**, hearings were held on March 22, 2022; and

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

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

1) Case #21-97: Parcel #195-46-1 located at 730 SOUTH COMMERCE STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

2) Case #21-284 Parcel #128-228 located at 816 CLAIBORNE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. Ward 5

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

3) Case #21-495: Parcel #97-91 located at 2115 BAILEY AVENUE After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

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

4) Case #21-639: Parcel #422-303 located at 3317 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

5) Case #21-647: Parcel #848-191 located at 119 STRATFORD DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000. Ward 4

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

6) Case #21-662: Parcel #220-18 located at 2672 WEST HIGHWAY 80: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1500.00. Ward 5

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

7) Case #21-684: Parcel #98-96 located at 1826 BAILEY AVEUNE: After hearing testimony from owner(s) MAMIE W PAYNE, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

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

8) Case #21-744: Parcel #619-112 located at 3045 WOODBINE STREET: After hearing testimony from owner(s) JULIUS WILLIAMS, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

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

9) Case #21-905: Parcel #633-44 located at 1164 MCDOWELL COURT: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

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

10) Case #21-1048: Parcel #209-2 located at 2761 TERRY ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 7

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

11) Case #21-1298: Parcel #426-69 located at 438 EMINENCE ROW: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

12) Case #21-1708: Parcel #425-559 located at 3534 DOUGLAS AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3



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

13) Case #21-1868: Parcel #425-568 located at 3527 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

14) Case #21-1903: Parcel #628-203 located at 1657 MCDOWELL ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

15) Case #21-2019: Parcel #97-108 located at 2117 BAILEY AVENUE: After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

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

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

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

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

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

**Council Member Stokes moved adoption; Vice President Lee seconded.**

**Yeas – Banks, Foote, Hartley, Lee, Lindsay, and Stokes**

**Nays – None.**

**Absent – Grizzell.**

**STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on June 7, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**

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

**07/26/2022**

**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
<b>1. Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Resolution is asking that the Mayor execute a contract for the completion of the work to improve public health, safety and welfare.																																													
<b>2. Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
<b>3. Who will be affected</b>	All City of Jackson Residents																																													
<b>4. Benefits</b>	The demolition of dilapidated structures and the cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to the public health, safety and welfare of surrounding residents and communities.																																													
<b>5. Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
<b>6. Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	WARD 5																																													
<b>7. Action implemented by:</b> ■ City Department <input type="checkbox"/>  ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
<b>8. COST</b>	\$ 8000.00																																													
<b>9. Source of Funding</b> ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUND (001-444-70-6485)																																													
<b>10. EBO participation</b>	<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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Department of Planning and Development



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

## MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Jordan Hillman  
Director Planning and Development

**DATE:** July 27, 2022

**Ref:** Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **R&C SERVICES LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-21-662

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

OFFICE OF THE CITY ATTORNEY  
7/27/2022  
SUM

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R AND C SERVICES, LLC TO DEMOLISH STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-662-2672 W HIGHWAY 80- \$8,000.00 sufficient for placement in NOVUS Agenda.



\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *AM*

*7/27/2022*

\_\_\_\_\_  
DATE



OFFICE OF THE CITY ATTORNEY  
AJG/SJS/SUM

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH STRUCTURE AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR PARCEL 437-3 LOCATED AT 807 E NORTHSIDE DR - \$60,000.00 CASE# CE-22-436. (WARD 1) (DOTSON, LUMUMBA)**

**WHEREAS**, the City of Jackson owns the properties located at 807 E Northside Dr. and said property is formerly Charles Tisdale Public Library; and

**WHEREAS**, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department has solicited bids from vendors demolish the structure and remedy the conditions on parcel 437-3 located at 807 E Northside Dr and

**WHEREAS**, Socrates Garrett Enterprises, Inc., located at 2659 Livingston Road, Jackson MS 39213 submitted the lowest and best bid to perform professional services for the sum of \$60,000; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with Socrates Garrett that contains the following substantive provisions:

**SECTION 1 – LABOR AND MATERIALS**

The Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in Exhibit A attached hereto and made a part hereof in an amount not to exceed \$60,000.00

**SECTION 2 – NOTICE TO PROCEED**

The Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed “NTP”. The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the Notice of Proceed set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the ninety (90) day performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work

Agenda Item #9  
9.13.2022  
(Dotson, Lumumba)

performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed.

### SECTION 3 – SPECIFICATIONS, CODES, AND REGULATIONS

Vendor shall comply with all appropriate specifications, including the general conditions provided separately to the Vendor and codes referred to therein, as well as all applicable and controlling Federal, Mississippi State and municipal law and permit reasonable inspection of all work by authorized inspectors.

### SECTION 4 - INSURANCE

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

- A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than \$500,000 aggregate and \$500,000 per occurrence, and property damage coverage of not less than \$500,000 aggregate and \$500,000 per occurrence.
- B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.
- C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than \$500,000 for one accident, to protect from all claims arising from the use of the following:
  - (1) Vendor's own automobiles, trucks and/or vehicles
  - (2) Hired automobiles, trucks and/or vehicles
  - (3) Automobiles, trucks and/or vehicles owned by subcontractors

The aforementioned is to cover the use of automobiles, trucks and/or vehicles on and off the project sites.

- D. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than \$500,000 as well as property damage liability coverage in the amount of \$500,000 per occurrence and \$500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.
- E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.



The Vendor shall carry all insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the Vendor shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime Vendor.

Certificates of insurance shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. No Vendor or Sub-vendor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the City. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

#### SECTION 5 – ASBESTOS COMPLIANCE

Vendor shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8 hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
  - a. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
  - b. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
  - c. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
  - d. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

- e. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.
- f. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If the vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

#### SECTION 6 – PERMITS AND LICENSES

The Vendor must obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

#### SECTION 7 – DEBRIS AND MATERIAL REMOVAL

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor, unless specified otherwise in the "Request for Quotes." The Vendor shall also dispose of demolition debris in compliance with State and Federal laws. Vendor shall provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from the site.

#### SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

Vendor shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the City or its designees or agents, members of the governing body of the City, any other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during this or her tenure or for one year thereafter.

#### SECTION 9 – SUCCESSORS AND ASSIGNS

The Vendor binds itself, partners, successors, receivers, administrators, and assigns to the other party to this Agreement, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all of covenants this Agreement.

#### SECTION 10 – NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

**City of Jackson, Mississippi**

Chokwe A. Lumumba, Mayor

200 S. President Street

Post Office Box 17

Jackson, Mississippi 39205-0017

**SOCRATES GARRETT ENTERPRISES, INC.**

Socrates Garrett

2659 Livingston Rd

Jackson, Mississippi 39213

**SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM**

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

**SECTION 12 - FEDERAL GRANTS**

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

### SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action against the Vendor.

### SECTION 14 - INDEMNIFICATION

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies, including but not limited to, the Mississippi Department of Environmental Quality as a result of the Vendor's negligence or wrongful failure to perform.

### SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may, after giving thirty (30) day notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

### SECTION 16 – NO AGENCY

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

### SECTION 17 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

## SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the City, then the Vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.
- D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the City:
  1. To any preference, priority or allocation order duly issued by the City.
  2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the C, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
  3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that Vendor fails in any of its obligations under this Section, the City may take one or more of the following actions to protect its interests:
  1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
  2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
  3. Debar Vendor from future work for City for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or

4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 21 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

SECTION 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

SECTION 22 – GENERAL PROVISIONS

This contract embodies all the representations, rights, duties, and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or enduring to the benefit of any of the parties.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with Socrates Garrett Enterprises, Inc. to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; and cut grass and weeds, for Case CE-22-436 located at 807 E Northside Dr. Parcels 437-3, for an amount not to exceed \$60,000.00.

ITEM NO. \_\_\_\_\_  
DATE: September 1, 2022  
BY: (DOTSON, LUMUMBA)

# PROPOSED CONTRACT

CITY OF JACKSON, MISSISSIPPI  
Community Improvement Division

## DEMOLITION CONTRACT

THIS AGREEMENT made by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("CITY"), and CONTRACTOR., hereinafter called the ("VENDOR."), having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_.

WHEREAS, the CITY is a corporate body politic organized and existing pursuant to the laws of the State of Mississippi;

WHEREAS, the City Council of Jackson, Mississippi passed a resolution on \_\_\_\_\_, which declared the property described in the Scope of Work (Exhibit A) to be a menace to public health and safety, and in such a state of disrepair to warrant the demolition and removal of any structure(s), building(s), attachment(s) and/or appurtenance(s) to said real property;

WHEREAS, the CITY, pursuant to the aforementioned resolution, has decided to retain contract labor for the demolition of the structure and removal of debris at the subject location after the owner refused to demolish and remove the structure; and

WHEREAS, the CITY estimated the cost for performing the work or solicited quotes for the performance of the work; and

WHEREAS, the VENDOR has agreed to perform the work based on the CITY's pre-determined cost or based on the quote submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the CITY and the VENDOR agree as follows:

### SECTION 1 – LABOR AND MATERIALS

The contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in Exhibit A, attached hereto and made a part hereof in an amount not to exceed \$\_\_\_\_\_.

### SECTION 2 – NOTICE TO PROCEED

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP"(Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the



performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed.

### SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

Vendor shall comply with all appropriate specifications, including the general conditions provided separately to the Vendor and codes referred to therein, as well as all applicable and controlling Federal, Mississippi State and municipal law and permit reasonable inspection of all work by authorized inspectors.

### SECTION 4 - INSURANCE

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

- A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than \$500,000 aggregate and \$500,000 per occurrence, and property damage coverage of not less than \$500,000 aggregate and \$500,000 per occurrence.
- B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.
- C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than \$500,000 for one accident, to protect from all claims arising from the use of the following:
  - (1) Vendor's own automobiles, trucks and/or vehicles
  - (2) Hired automobiles, trucks and/or vehicles
  - (3) Automobiles, trucks and/or vehicles owned by subcontractors

The aforementioned is to cover use of automobiles, trucks and/or vehicles on and off the project sites.

- D. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than \$500,000 as well as property damage liability coverage in the amount of \$500,000 per occurrence and \$500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.
- E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

The Vendor shall carry all insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the Vendor shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime Vendor.

Certificates of insurance shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. No Vendor or Sub-vendor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the City. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

#### SECTION 5 – ASBESTOS COMPLIANCE

Vendor shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8 hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

8. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.
9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

#### SECTION 6 – PERMITS AND LICENSES

The Vendor must obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

#### SECTION 7 – DEBRIS AND MATERIAL REMOVAL

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor, unless specified otherwise in the "Request for Quotes." The Vendor shall also dispose of demolition debris in compliance with State and Federal laws. Vendor shall provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from the site.

#### SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

Vendor shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the City or its designees or agents, members of the governing body of the City, any other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during this or her tenure or for one year thereafter.

#### SECTION 9 – SUCCESSORS AND ASSIGNS

The Vendor binds itself, partners, successors, receivers, administrators, and assigns to the other party to this Agreement, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all of covenants this Agreement.

#### SECTION 10 – NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired

to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi  
Chokwe A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

CONTRACTOR NAME  
Representative  
Address  
City, State Zip

#### SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

#### SECTION 12 - FEDERAL GRANTS

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

#### SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action against the Vendor.

#### SECTION 14 - INDEMNIFICATION

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The CONTRACTOR further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies, including but not limited to, the Mississippi Department of Environmental Quality as a result of the Vendor's negligence or wrongful failure to perform.

#### SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may, after giving thirty (30) days notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

#### SECTION 16 – NO AGENCY

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

#### SECTION 17 – HEADINGS



The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

**SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the City, then the Vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.
- D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the City:
  - 1. To any preference, priority or allocation order duly issued by the City.
  - 2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the C, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
  - 3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that Vendor fails in any of its obligations under this Section, the City may take one or more of the following actions to protect its interests:
  - 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
3. Debar Vendor from future work for City for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION**

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F. The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

**SECTION 21 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

**SECTION 22 – PAYMENT**

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

**SECTION 22 – GENERAL PROVISIONS**

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.



SECTION 23 - ACCEPTANCE

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

\_\_\_\_\_  
VENDOR' S SIGNATURE

Title \_\_\_\_\_

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

THE CITY OF JACKSON

By: \_\_\_\_\_  
Lumumba, Mayor

Attested By: \_\_\_\_\_  
City Clerk

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_ bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case #** \_\_\_ :

*Add scope of work here and delete this line*

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **01/19/2021**  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>			
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH STRUCTURE AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE FOR PARCEL 437-3 LOCATED AT 807 E NORTHSIDE DR. CASE #CE-22-436.			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	2. Crime Prevention 4. Neighborhood Enhancement 5. Economic Development 7. Quality of Life			
3.	<b>Who will be affected</b>	All City of Jackson residents.			
4.	<b>Benefits</b>	Cleaning of this City-owned property will remove threats to the health, safety and welfare of surrounding residents and visitors to the City while enhancing the downtown scenery to help attract investors.			
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contract.			
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Ward 7 (Downtown)			
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	<b>COST</b>	\$60,000.00			
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	001-444-70-6446			
10.	<b>EBO participation</b>	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 _____	



# Memo

**To: Chokwe Lumumba, Mayor**

**From: Chloe Dotson, Director  
Department of Planning and Development**

**Date: 9/1/22**

**Re: Agenda Item**

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The attached agenda item is an Order requesting that the Mayor execute a contract with Socrates Garrett Enterprises, Inc. for the demolition of structure and cleaning of City-owned parcel 437-3 located at 807 E. Northside Dr. declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract awarded to the said contractor for the following case #CE-22-436.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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**This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH STRUCTURE AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR PARCEL 437-3 LOCATED AT 807 E. NORTHSIDE DR.- \$60,000.00 CASE# CE-22-436 is legally sufficient for placement in NOVUS Agenda.**

  
\_\_\_\_\_  
Catoria Martin, City Attorney

Date 9/8/22

OFFICE OF THE CITY ATTORNEY



**ORDINANCE AMENDING ARTICLE II, SECTION 102-30, SIGN REGULATIONS, JACKSON CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI**

**WHEREAS**, Chapter 102 Signs of the Code of Ordinances of the City of Jackson, Mississippi, establishes sign regulations; and

**WHEREAS**, the City of Jackson finds it necessary to amend rules and regulations relating to signs in order to continue to provide flexibility and clarity in sign regulation rules and procedures; and

**WHEREAS**, the Department of Planning and Development has found that there is a need for an alternative compliance method for sign approvals in existing mixed use pedestrian oriented districts that promote quality design and integration of architecture.

**THEREFORE, BE IT ORDAINED** as follows:

**SECTION 1.** Chapter 2 Sec. 102-30 (16) of the Code of Ordinances of the City of Jackson, Mississippi, is hereby added and reads as follows:

(16) Alternative compliance by comprehensive sign plan in Urban village(UV), Urban town center (UTC), neighborhood mixed-use (NMU-1) pedestrian districts, and community mixed-use (CMU-1) pedestrian districts.

(a) As an alternative to the above prescribed conditions, a comprehensive sign plan for a proposed or existing development may be approved by the city council.

(b) The purpose of a comprehensive sign plan is to provide for the establishment of signage criteria that are tailored to a specific development or location, and which may vary from specific ordinance provisions.

(c) The intent is to provide for flexible sign criteria that promote superior design through architectural integration of the site, buildings and signs.

(d) A comprehensive sign plan shall include the location, size, height, construction material, color, type of illumination and orientation of all proposed signs either permanent or temporary.

(e) A comprehensive sign plan containing elements which exceed the permitted height, area and number of signs specified in this ordinance may be approved by the city council only upon a finding that:

- (i) The development site contains unique or unusual physical conditions, such as topography, proportion, size or relation to a public street that would limit or restrict normal sign visibility; or
  - (ii) The proposed or existing development exhibits unique characteristics of land use, architectural style, site location, physical scale, historical interest or other distinguishing features that represent a clear variation from conventional development;
- or

Adoption of Ordinance  
Agenda Item #10  
9.13.2022  
(Dotson, Lumumba)

(iii) The proposed signage incorporates special design features such as logos, emblems, murals or statuaries that are integrated with the building architecture.

(f) The construction and placement of individual signs contained in the approved comprehensive sign plan shall be subject to the issuance of sign permits in accordance with this ordinance and subject to submission of the comprehensive sign plan and the individual signs to the Director of Planning for approval.

(g) A comprehensive sign plan once approved governs the placement of signs on the property it applies to in lieu of the conventional regulations. Signs meeting the specifications approved in the comprehensive sign plan can be issued a permit without returning to council for approval or individual variance.

**SECTION 2.** Should any sentence, paragraph, subdivision, clause, phrase, or section of this Article be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Article as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Code of Ordinances of the City of Jackson, Mississippi, as a whole.

**SECTION 3.** The preceding amendments and revisions to the Signs Ordinance of the City of Jackson, Chapter 102 Sec. 102-30 the Code of Ordinances, City of Jackson, Mississippi, shall be published and effective 30 days after passage, in accordance with Miss. Code Ann. Section 21-13-11 (1972 as amended).



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**    November 20, 2020.  
**DATE**

POINTS		COMMENTS
1.	<b>Brief Description</b>	<b>ORDINANCE AMENDING SECTIONS OF CHAPTER 102 SIGNS OF THE CODE OF ORDINANCES SECTION 102-30 OF THE CITY OF JACKSON, MISSISSIPPI, GOVERNING SIGN REGULATIONS</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4, 5, 7
3.	<b>Who will be affected</b>	Sign applicants seeking comprehensive sign design approvals.
4.	<b>Benefits</b>	Allows permanent approval of alternative sign plan in lieu of individual variances per each tenant in development. The sign plan must meet a higher architectural quality than an traditional application to be eligible. Council approves the alternative sign plan which then governs sign permits covered by the plan.
5.	<b>Schedule (beginning date)</b>	30 Days after adoption.
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	All Wards  Yes
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Planning and Development
8.	<b>COST</b>	Cost of Publication of Ordinance
9.	<b>Source of Funding</b>	

	<ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	General Fund
10.	<b>EBO participation</b>	<p>ABE _____ % WAIVER yes ___ no ___ N/A</p> <p>AABE _____ % WAIVER yes ___ no ___ N/A</p> <p>WBE _____ % WAIVER yes ___ no ___ N/A</p> <p>HBE _____ % WAIVER yes ___ no ___ N/A</p> <p>NABE _____ % WAIVER yes ___ no ___ N/A</p>



**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

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

**Date:** April 7, 2021

**Subject:** Agenda Item for City Council Meeting – Alternative Sign Plan.

Attached you will find an item for the agenda amending the Sign Ordinance to include language allowing alternative compliance by comprehensive sign plan within the mixed used districts of the zoning code including UTC, UV, NMU, and CMU.

This option will allow a development to apply for a single comprehensive sign plan for the entire development that defines the specific sign criteria that will apply within the development. In lieu of the flexibility in sign criteria, the plan must promote superior design and architectural quality within the site.

The sign plan includes locations, sizes, heights, materials, color, illumination, and orientation for all signs within the development. Once approved by Council the sign plan then governs sign permits for the property included in the sign plan.

A comprehensive sign plan once approved governs the placement of signs on the property it applies to in lieu of the conventional regulations. Signs meeting the specifications approved in the comprehensive sign plan can be issued a permit without returning to council for approval or individual variance.

Example of Potential Use: The District has traditionally applied for a variance for each tenant within the development due to the CMU-1 Zoning having highly restrictive pedestrian scale sign standards. Council has granted each variance, but the burden has fallen on each individual business to wait for sign permits for 60 or more days instead of being able to get immediate permits. If The District submitted a single alternative compliance comprehensive sign plan that was then approved by the Council, they would not have to return for additional variances. Tenants could be issued sign permits based on the plan quickly and without additional public hearings.

This option will be viable for many of our mixed used redevelopments and will help better support flexibility and efficiency in approval process. Please free to contact Jordan Hillman at 601-960-2004 with any questions or clarifications you may have.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDINANCE AMENDING ARTICLE II, SECTION 102-30, SIGN REGULATIONS, JACKSON CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



**Monica D. Allen**, *Interim City Attorney*

**Chandra Gayten**, *Deputy City Attorney* Ch

4/6/2021  
DATE

OFFICE OF THE CITY ATTORNEY  
CA

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI REPEALING SECTION 2-166, OF THE CITY OF JACKSON, MISSISSIPPI CODE OF ORDINANCES, RESIDENCY REQUIREMENTS. (FOOTE)**

**WHEREAS**, Section 2-166 of the City of Jackson, Mississippi Code of Ordinances governs residency requirements for employees for the City of Jackson, Mississippi; and

**WHEREAS**, Section 1-7 of the City of Jackson, Mississippi Code of Ordinances states, ordinances repealed remain in force for the trial and punishment of all past violations of them, and for the recovery of penalties and forfeitures already incurred, and for the preservation of all rights and remedies existing by them and so far as they apply, to any office, trust, proceeding, right, contract or event, already affected by them; and

**WHEREAS**, the City Council of Jackson, Mississippi has deemed it necessary to repeal the current ordinance governing residency requirements.

**THEREFORE, BE IT ORDAINED BY THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON, MISSISSIPPI THAT SECTION 2-166 IS HEREBY REPEALED.**

**Agenda Item #11  
9.13.2022  
(Foote)**



**ORDER AUTHORIZING THE MAYOR TO APPOINT BRIAN WASHINGTON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD**

**WHEREAS**, the Jackson Redevelopment Authority Board of Commissioners consists of seven (7) members nominated by the Mayor and confirmed by the governing body of the City; and

**WHEREAS**, a vacancy exists in the position for Ward Five representative on the JRA Board; and

**WHEREAS**, the current unexpired term for a Ward Five representative will expire on August 13, 2023; and

**WHEREAS**, Mr. Brian Washington of Ward Five, after evaluation of his qualifications, has been nominated by the Mayor to fill the remaining unexpired term of the vacant Ward Five position.

**IT IS THEREFORE ORDERED** that the Mayor's appointment of Brian Washington to serve as the Ward Five representative on the Jackson Redevelopment Authority Board of Commissioners be confirmed with said Term to expire on August 13, 2023.

Agenda Item #14  
9.13.2022  
(Lumumba)

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO APPOINT BRIAN WASHINGTON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin**, *City Attorney*

9/8/22  
Date



# BRIAN WASHINGTON

---

JACKSON, MS 39209 • 6019183839 • bwashinc@gmail.com

## Website, Portfolio, Profiles

- [facebook.com/bewconstruction](https://www.facebook.com/bewconstruction)

## Professional Summary

Results producing CEO with over 12 years of experience driving sales growth in construction and real estate industries. Financially savvy business owner who excels in forecasting, budgeting, and developing innovative, proactive solutions despite unpredictable market dips or obstacles. Adept at creating loyal and lasting professional relationships with colleagues and clients by acting with honesty and integrity.

## Skills

- Cross-Functional Leadership
- Key Relationship Building
- Cash Flow Analysis
- Organizational Restructuring
- New Business Growth
- Financial Management
- Budgeting/Forecasting
- Cost Engineering

## Work History

CEO/President, 04/2013 to Current

**B.E.W CONSTRUCTION** – Jackson, MS

- Direct all day-to-day activities across home renovations, business development, contract, and subcontract negotiations.
- Coordinates all projects from concept to completion.
- Create and maintain accurate budget projections.
- Performs and directs field operations throughout strategy of projects, personnel, materials, obtaining proper permits, equipment, quality control and safety procedures.
- Ensure satisfaction by maintaining client relations, project integrity and accurate costs.
- Contract Lead for Fortune 500 Company Jim Walter Homes (Greentree LLC), Conrex Properties and US Homes.
- Renovated over 100 homes and apartments to date in Jackson MS with 100% accuracy.
- Presently Manages over 30 renovated homes in the Jackson, MS area
- Developed key operational initiatives to drive and maintain substantial business growth
- Devised new promotional approaches to boost customer numbers and market penetration while enhancing engagement and driving growth
- Improved business profits by 75% through strategic updates to processes, procedures, and team makeup

**Head of Construction, 09/2011 to Current**

**LEFLORE CONSTRUCTION, LLC – Jackson, MS**

- Led rehab project of 25 houses with Jackson Housing Authority. (2014)
- Managed and oversaw the West Millsaps Housing development project that consisted of 16 new construction apartments and renovation of 31 houses with 100% accuracy and completion. (2015)
- Oversee day to day operations
- Supervised City of Jackson's HUD Capitol Street Project redevelopment by completing 100% of demolition and renovations.
- Stellar 10-year track record turning marketing into a powerful revenue-driving force for the company.
- Recognized as particularly effective in strategic marketing-communicating with target market and customers, building capacity and strengthening partnerships in developing the company's brand to realize top-line growth.
- Directs and supervises Leflore Construction's project managers in a fast-paced environment.

**Independent Pharmaceutical Sales Representative, 07/2013 to 06/2015**

**MIST PHARMACEUTICALS – Jackson, MS**

- Visited customer locations to evaluate requirements, demonstrate product offerings and propose strategic solutions for diverse needs.
- Responsible for Promoting Inderal XL (Beta Blocker), Tirosint (Hypothyroidism), Suprenza (Weight Loss) & Primlev (pain) to various Pain Doctors, Neurologists, Internal Medicine & Primary Care physicians throughout central MS.
- Increased sales 50% in the Southeastern Region by visiting all sites personally and organizing meetings with the medical teams on a bi-weekly basis to ensure understanding of and gain buy-in for newly introduced medicines.
- Identified opportunities and developed business cases to introduce new products and features while learning marketing segmentation processes and optimizing product segmentation for positioning, product bundling, and pricing.
- Managed in-office and field sales call activity to educate and influence customers while building product sales.

**Specialty Pharmaceutical Sales Representative, 04/2007 to 08/2011**

**PRICARA/JANSSEN, A Division of Ortho, McNeil, Johnson & Johnson, Janssen Pharmaceuticals, Inc – MS**

- Provided medicines for an array of health concerns in several therapeutic areas including (acid reflux disease, infectious disease, and chronic pain).
- Identified opportunities and developed business cases to introduce new products and features while learning marketing segmentation processes and optimizing product segmentation for positioning, product bundling, and pricing.
- Exceeded established sales goals and increased client retention by 45%.
- Surpassed annual sales quota by 37% in 2007. (Top 8%)
- Worked to develop network by identifying and pursuing new leads, attending industry events, and building rapport with clients.

**Pharmaceutical Sales Representative, 08/2003 to 01/2007**

**Professional Detailing Inc, Glaxo-Smith Kline – Jackson, MS**

- Identified opportunities and developed business cases to introduce new products and features while learning marketing segmentation processes and optimizing product segmentation for positioning, product bundling, and pricing.
- Provided superior insight-driven and integrated multi-channel message delivery to established and emerging health care companies: Marketed Paxil CR (Antidepressant) Coreg (Cardiovascular) and Avodart (Prostate) to Primary Care Physicians, Cardiologists, and OBGYNs throughout Central Mississippi.
- Visited customer locations to evaluate requirements, demonstrate product offerings and propose strategic solutions for diverse needs.
- Engaged clients in informational program discussions and presentations by providing value-added education and product benefits to grow product volume.

**Senior Account Executive, 05/2001 to 05/2003**

**New Horizons Computer Learning Center – Jackson, MS**

- Built over 100 business-to-business relationships in Mississippi.
- Led online computer training as a Marketing instruction which contributed to annual revenue goals by selling new services and developing new accounts.
- Strengthened customer relationships with proactive and collaborative approach to managing needs.
- Analyzed data to discover trends, informing market strategies and objectives.

**Software Developer, 06/1998 to 04/2000**

**Lucent Technologies – Naperville, IL**

- Revised, modularized, and updated old code bases to modern development standards, reducing operating costs and improving functionality.
- Collaborated with project managers to select ambitious, but realistic coding milestones on pre-release software project development.
- Translated design personnel's ideation into concrete development frameworks for use in software.
- Coordinated with project management staff on database development timelines and project scope.

**Education**

**Master of Science: Computer Science/Information Systems, 05/1998**

**Jackson State University - Jackson, MS**

**Bachelor of Science: Computer Science, 05/1995**

**Jackson State University - Jackson, MS**

## **Affiliations**

- Project Management Institute
- American Marketing Association
- Alpha Phi Alpha Fraternity, Inc.
- Jackson State University Alumni Association
- Member of the 2007 Leadership Jackson class
- Young Up & Coming Professionals (Jackson)

## **Additional Information**

References available upon request

**ORDER AUTHORIZING THE MAYOR TO APPOINT JOHN HARRISON YORK TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD.**

**WHEREAS**, the Jackson Redevelopment Authority Board of Commissioners consists of seven (7) members nominated by the Mayor and confirmed by the governing body of the City; and

**WHEREAS**, a vacancy will exist in the position for Ward Seven representative on the JRA Board because the current Term expired August 13, 2022, and the incumbent has not been reappointed for a new Term;

**WHEREAS**, John Harrison York of Ward Seven, after evaluation of his qualifications, has been nominated by the Mayor to replace the incumbent, fill the remaining unexpired Term and serve as the Ward Seven representative.

**IT IS THEREFORE ORDERED** that the Mayor's appointment of John Harrison York to serve as the Ward Seven representative on the Jackson Redevelopment Authority Board of Commissioners be confirmed with said Term to expire on August 13, 2027.

Agenda Item #15  
9.13.2022  
(Lumumba)

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO APPOINT JOHN HARRISON YORK TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin, City Attorney**

9/8/22  
Date



**John Harrison York**  
[John.Harrison.York@gmail.com](mailto:John.Harrison.York@gmail.com)  
1728 Saint Ann Street, Jackson, MS 39202  
601.291.8287

## Education

WASHINGTON UNIVERSITY, COLLEGE OF ARTS AND SCIENCES, St. Louis, MO

May 2012

*Bachelor of Arts, Major in Political Science*

- GPA: 3.8/4.0; John B. Ervin Scholar for commitment to diversity, leadership, and academic excellence; Danforth Scholar for community service, leadership, and academic excellence
- Awards and Leadership: Student Body President; Ethan A. H. Shepley Award – Highest honor from the University in recognition of leadership, scholarship, and service to the community; Arnold J. Lien Award – Most outstanding graduating senior in Political Science; Robert H. Salisbury Award – Junior in Political Science for achievement, initiative, and service

## Work Experience

CULLEYWOOD CAPITAL CDFI, Jackson, MS

October 2019 – Present

A Social Impact Loan Fund Certified by the United States Treasury as a Community Development Financial Institution (CDFI)

*Principal / CFO*

- Led the organization in securing certification as a Community Development Financial Institution from the United States Treasury in January of 2021
- Oversaw the organizations fundraising efforts that have led to over 400% annualized growth since joining the organization
- Developed grant applications for the CDFI Fund's Capital Magnet Fund, Rapid Response Program, and Financial Assistance Award programs that successfully raised over \$2.5 million in funding
- Managed Culleywood's acquisition and merger with MuniStrategies, a Community Development Enterprise which has deployed over \$300 million in New Market Tax Credits deployed in Low Income Communities across the Southeast
- Overhauled the organization's sourcing, operations, and financial processes to support growth and increase impact

HATCHWAY PROPERTIES, Jackson, MS

June 2020 – Present

Operator of over 100 Single-Family Workforce-Affordable Rental Housing in Jackson and Tupelo, MS

*COO*

- Successfully led turnaround efforts across all functions of the organization, leading to 30% improvement in monthly collections, 100% reduction in time required to lease-up, 80% reduction in maintenance response times, and successful renovations of over 40 houses with significant deferred maintenance
- Oversaw the expansion of the organization from Jackson, MS, into neighborhoods in Tupelo, MS

FUTURE LEADERS INSTITUTE CHARTER SCHOOL, New York, NY

May 2015 – August 2019

A Unionized Kindergarten to 8<sup>th</sup> Grade Charter School in Harlem with ~90% of Students Living Below the Poverty Line

*Executive Director*

- Led the school in successfully renewing its contract with the New York City Department of Education in 2016 and 2019, including the first agreements with no performance conditions the school had ever achieved
- Responsible for leading all aspects of the unionized school with 360 students, 60 employees, and a \$7.3million annual budget and managing key relationships with the teachers' union, administrators' union, families, Board of Trustees, community members, elected officials, and the NYC Department of Education which authorizes the school
- Established a multi-year turnaround plan at the school which ultimately led to the school outperforming New York State on the 2018 English Language State Test for the first time since 2009
- Initiated efforts to reform the school's student disciplinary and classroom management practices which led to a 75% reduction in out-of-school suspensions over a three-year period
- Instituted new procedures to improve students' attendance every year, ultimately outperforming the districtwide attendance

DELOITTE CONSULTING, LLP, New York, NY

August 2012 – March 2015

*Strategy & Operations*

*Consultant, former Business Analyst*

Select project experience includes:

*Market Entry Analysis for a Public Sector Division of a Major Chemicals Manufacturer*

- Identified and evaluated potential markets of over \$3.5 billion for a suite of national security products with applications across the US public sector
- Developed go-to-market strategies to sell products to federal, state, and local governments in the US to achieve \$31.2million in projected revenue by 2017

*Corporate Strategy Development for a Major Services Firm*

- Identified and analyzed 20 global economic, societal, and technological trends impacting the client's business units in 5, 10, and 15-year periods
- Created a playbook for the CEO for forming alliances and partnerships and acquiring capabilities to better position each business unit to capitalize on or defend against the global trends identified





**ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH COURTNEY DAVIS DOING BUSINESS AS "BLACKRIDGE HOLDING COMPANY" TO HOST AND FACILITATE COMMUNITY ENGAGEMENT WORKSHOPS**

OFFICE OF THE CITY ATTORNEY

**WHEREAS**, the W.K. Kellogg Foundation awarded *Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth (EPHD)* funds to the City of Jackson to support its goals to increase employment, economic development, city and regional competitiveness, job creation, and employer engagement allowing the citizenry access to tools that will help them traverse pathways to self-sufficiency; and

**WHEREAS**, the EPHD project is funded in the amount of one million eight hundred ninety-five thousand dollars (\$1,895,000.00) for the term of the grant, which is April 1, 2019 – March 31, 2022, to increase employment opportunities for low-income families of color through a stratified framework of workforce and economic development, job creation and employer engagement to achieve family economic security and regional prosperity; and

**WHEREAS**, on August 16, 2022, the Jackson City Council approved an Order ratifying the submission of a request for an eighteen-month grant extension to the W.K. Kellogg Foundation that extended the grant period to September 30, 2023 for the development of the proposal entitled *Employment Pathways to Human Dignity (EPHD)*; and

**WHEREAS**, Courtney Davis, doing business as "Blackridge Holding Company" will host three community engagement workforce and entrepreneurial development workshops, beginning on September 8, 2022, and every three weeks thereafter, to assist potential businesses with navigating the start-up process, providing practical strategies for building the proper financial infrastructure to facilitate business growth, and introducing the concept of e-Gaming, specifically coding and web development, and how to start-up and operate an e-Gaming enterprise; and

**WHEREAS**, the City of Jackson will compensate Courtney Davis, doing business as "Blackridge Holding Company" for his services in an amount not to exceed three thousand dollars (\$3,000.00); and

**WHEREAS**, the terms of the agreement shall be binding upon the parties until the agreed upon services are completed and accepted by COJ and all required payments due to the Consultant are made, this agreement may be terminated by either party, upon giving a thirty day notice in writing.

**IT IS THEREFORE ORDERED** that the Mayor be authorized to enter into an agreement with Courtney Davis, doing business as "Blackridge Holding Company" for community engagement services provided through the W.K. Kellogg Foundation-funded project, *Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth (EPHD)*.

Agenda Item #16  
9.13.2022  
(Wright, Lumumba)

**IT IS FURTHER ORDERED** that Courtney Davis, doing business as "Blackridge Holding Company" will be compensated in an amount not to exceed three thousand dollars (\$3,000.00).

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BLACKRIDGE HOLDING COMPANY TO HOST AND FACILITATE COMMUNITY ENGAGEMENT WORKSHOPS is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Date

9/7/22

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 18, 2022

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BLACKRIDGE HOLDING COMPANY TO HOST AND FACILITATE COMMUNITY ENGAGEMENT WORKSHOPS</b>	
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	5. Economic Development	
3.	<b>Who will be affected</b>	City of Jackson	
4.	<b>Benefits</b>	Data informed decision-making for City leadership	
5.	<b>Schedule (beginning date)</b>	Upon Approval	
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	Citywide	
<input type="checkbox"/> <input type="checkbox"/> 7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b></li> <li>▪ <b>Consultant</b></li> </ul>	CAO	
8.	<b>COST</b>	\$3,000	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b></li> <li>▪ <b>Grant</b></li> <li>▪ <b>Bond</b></li> <li>▪ <b>Other</b></li> </ul>	W.K.Kellogg Foundation Grant <i>Economic Pathways to Human Dignity</i>	
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u>

# MEMORANDUM



**TO:** Mayor Chokwe Lumumba

**FROM:** Jordan Hillman, Director  
Department of Planning and Development

**DATE:** August 24, 2022

**RE:** **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BLACKRIDGE HOLDING COMPANY TO HOST AND FACILITATE COMMUNITY ENGAGEMENT WORKSHOPS**

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The agenda item which accompanies this memo requests that the City Council authorize the agreement with Courtney Davis d/b/a Blackridge Holding Company to host three community engagement workforce and entrepreneurial development workshops, beginning on September 8, 2022, and every three weeks thereafter, to assist potential businesses with navigating the start-up process, providing practical strategies for building the proper financial infrastructure to facilitate business growth, and introducing the concept of e-Gaming, specifically coding and web development, and how to start-up and operate an e-Gaming enterprise. The City of Jackson will compensate Mr. Davis \$3,000.00 for his community engagement services. Funds will still be paid by the W. K. Kellogg Foundation-funded Project, *Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth*.

**ORDER RATIFYING THE SUBMISSION OF A REQUEST FOR AN EIGHTEEN-MONTH GRANT EXTENSION TO THE W. K. KELLOGG FOUNDATION FOR THE DEVELOPMENT OF THE PROPOSAL ENTITLED EMPLOYMENT PATHWAYS TO HUMAN DIGNITY (EPHD).**

**WHEREAS**, on April 30, 2019, the Jackson City Council authorized the Mayor to accept a \$1,895,000.00 grant from W. K. Kellogg Foundation to be allocated over three years for the development of the proposal entitled EPDH; and

**WHEREAS**, the City of Jackson is building a comprehensive strategy to heal communities in trauma that encompasses four domains: Community Safety, Conflict Resolution, Occupational Opportunity, and Collective Healing and Community Building; and

**WHEREAS**, the *Employment to Human Dignity* (EPHD) proposal represents the foundational element to the third domain of the comprehensive plan – Occupational Opportunity, and focuses on delivering training and job connection to City of Jackson residents who are below the poverty line; and

**WHEREAS**, the City seeks to create a targeted stratified framework to increase employment, job creation, employer engagement, and economic growth, allowing citizens to access tools to help them traverse pathways to self-sufficiency; and

**WHEREAS**, on March 31, 2022, the City of Jackson submitted a request for an 18-month extension for the implementation of the EPHD grant to increase employment opportunities for low-income families of color through a stratified framework of the workforce and economic development, job creation, and employer engagement to achieve family economic security and regional prosperity; and

**WHEREAS**, on June 28, 2022, W.K. Kellogg Foundation notified the Deputy Director of Economic Development that the grant period would be extended to September 30, 2023; however, the amendment does not increase the Foundation’s commitment; and

**WHEREAS**, the remaining budget of \$1,117,293.00 will be utilized to uplift underemployed and under-skilled workforce to meaningful employment, to create a bridge for low to mid-skilled workers to move into mid to high-skilled employment, and to build pathways for the retention of low Pell grant recipient, college-educated workers produced through Jackson’s institutions of higher learning.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to accept the grant extension from the W. K. Kellogg Foundation for the development of the *Employment Pathways to Human Dignity* project and execute any and all documents related to the acceptance of said grant extension.

**Vice President Lee** moved adoption; **Council Member Banks** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, and Lindsay.

Nays – None.

Abstention – Stokes.

Absent – None.

**STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on August 16, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**



One Michigan Avenue East  
Battle Creek, MI 49017-4012

MAIN 269.968.1611  
FAX 269.968.0413

wkcf.org

June 28, 2022

Jhai Keeton  
Deputy Director of Economic Development  
City of Jackson  
200 S. President St.  
Jackson, Mississippi 39205

RE: P-P0131760-2019 (Please refer to this number when writing to the W.K. Kellogg Foundation about this project.)

Dear Jhai Keeton:

The agreement dated April 29, 2019 ("Agreement"), between the W.K. Kellogg Foundation ("Foundation") and City of Jackson ("Grantee") is hereby amended as stated below. The purpose of the grant is to increase employment opportunities for low-income families of color through a stratified framework of workforce and economic development, job creation and employer engagement to achieve family economic security and regional prosperity. This letter of amendment ("Amendment") is based on the amendment request reference number P-P0131760-2019 ("Amendment Request"), submitted to the Foundation via its grantee portal.

This Amendment provides an extension of the Grant Period through September 30, 2023. This amendment does not in any way increase the Foundation's commitment. As a reminder, reports for the period ending March 31, 2022, are due now. The budget for the remaining Reporting Period of April 1, 2022, through September 30, 2023, will be established after financial reporting has been submitted and approved by the Foundation program officer.

This Amendment may be executed in counterparts, and each counterpart will be deemed an original and all of which taken together will constitute one signed agreement between the parties. Such counterparts may be delivered in electronic format, including by facsimile, email or other transmission method, and such electronic delivery of an executed counterpart signature page to this Amendment shall be as effective as physical delivery of a manually executed counterpart. To the fullest extent permitted by law, any electronic signature to this Amendment shall have the same legal validity and enforceability as a manual signature, and the parties hereby waive any objection thereto. Minor variations in the form of the signature page, including footers from earlier versions of this Amendment, shall be disregarded in determining a party's intent or the effectiveness of such signature.

This Amendment will be governed by and construed in accordance with the governing laws set forth in the Agreement. All other terms and conditions contained in the Agreement continue to apply for the life of the grant. All capitalized terms used but not defined in this Amendment shall have the meaning given in the Agreement.



If you have any questions about the terms or conditions of this Amendment, please contact Grant Services at (269) 969-2330 or [grantservices@wkkf.org](mailto:grantservices@wkkf.org). On behalf of the Foundation, I extend every good wish for the continued success of this effort.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily Sheffieck". The signature is cursive and somewhat stylized.

Emily Sheffieck  
Grant Analyst

IT IS HEREBY ORDERED that Public Employees' Retirement System of Mississippi (PERS) donation of computers be accepted.

IT IS FURTHER HEREBY ORDERED that the Mayor shall be authorized to execute this request and perform those acts necessary for acceptance of the donation and the transfer of ownership to the City of Jackson.

Council Member Stokes moved adoption, Vice President Lindsay seconded.

Yeas- Banks, Lindsay, Priester, Stamps, Stokes and Tillman.

Nays- Foote.

Absent- None.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM W. K. KELLOGG FOUNDATION FOR DEVELOPMENT OF THE PROPOSAL ENTITLED EMPLOYMENT PATHWAYS TO HUMAN DIGNITY (EPHD).**

WHEREAS, the City of Jackson is building a comprehensive strategy to heal communities in trauma that encompasses four domains: Community Safety, Conflict Resolution, Occupational Opportunity, and Collective Healing and Community Building; and

WHEREAS, the *Employment Pathways to Human Dignity* (EPHD) proposal represents the foundational element to the third domain of the comprehensive plan - Occupational Opportunity, and focuses on delivering training and job connection to City of Jackson residents who are below the poverty line; and

WHEREAS, the City of Jackson seeks to create 5% growth in occupational opportunities to connect poverty level Jacksonians with 8,500 jobs by 2022; and

WHEREAS, the City seeks to create a targeted stratified framework to increase employment, job creation, employer engagement, and economic growth, allowing citizens to access tools to help them traverse pathways to self-sufficiency; and

WHEREAS, *Economic Pathways to Human Dignity* has four major goals:

1. To connect an underemployed and under-skilled workforce to meaningful employment;
2. To create a bridge for low to mid-skilled workers to move into mid to high-skilled employment;
3. To build pathways for the retention of low Pell recipient college educated workers produced through Jackson's institutions of higher learning
4. To increase the number of occupational opportunities through intentional employer engagement and economic growth in the sectors of technology, education, creativity, and healthcare; and

WHEREAS, the Kellogg Foundation has awarded the City of Jackson \$1,895,000 over three years to develop the *Employment Pathways to Human Dignity* project.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to accept the grant award from W. K. Kellogg for the development of the *Employment Pathways to Human Dignity* project and execute any and all documents related to the acceptance of said grant award.

Council Member Stokes moved adoption, Vice President Lindsay seconded.

Yeas- Banks, Lindsay, Priester, Stamps, Stokes and Tillman.

Nays- Foote.

Absent- None.

\*\*\*\*\*



One Michigan Avenue East  
Battle Creek, MI 49017-4012  
MAIN 269.968.1611  
FAX 269.968.0413  
wkkf.org

April 29, 2019

Dr. Robert Blaine  
Chief Administrative Officer  
City of Jackson  
206 S President St.  
Jackson, MS 39205

RE: P0131760 (Please refer to this P number in ALL correspondence/reports)

Dear Dr. Blaine:

The W.K. Kellogg Foundation ("Foundation") is pleased to award the City of Jackson ("Grantee") a grant in the amount of \$1,895,000 for the Grant Period of April 1, 2019, through March 31, 2022, to increase employment opportunities for low-income families of color through a stratified framework of workforce and economic development, job creation and employer engagement to achieve family economic security and regional prosperity. Grant funds shall be used solely as specified in the proposal submitted on April 22, 2019, which is incorporated herein by reference (the "Project") and in accordance with the following terms and conditions of this Grant Agreement ("Agreement").

- 1. **Budget, Reporting Period(s) and Expenditures:** Grant funds shall be used solely for the purpose of the Project and only as indicated in the approved line-item budget submitted by Grantee as specified below. Grantee must obtain advance written approval from the Foundation program officer for disbursements substantially deviating from this budget. Expenses directly tracked to the grant are allowed. The Personnel budget category should include only salaries, benefits and payroll taxes for individuals working directly on the Project. Expenses charged to the Personnel budget category must be based on actual time spent working directly on the Project and shall be tracked through the use of time sheets or time studies. In limited circumstances, indirect costs are permitted and require preapproval from your Foundation program officer. Indirect costs are expenditures for activities or services that are not directly tracked to the Project, but rather are an allocation or percentage of organization-wide expenses. If approved, indirect costs shall not exceed 15 percent of the total grant amount (excluding indirect costs). Indirect costs exceeding this percentage or not preapproved by your Foundation program officer may be disallowed. Expenses must be incurred against the budget and during the approved timeline of reporting [hereinafter incorporated by reference as "Reporting Period(s)"] as follows:

	4/1/19-3/31/20	4/1/20-3/31/21	4/1/21-3/31/22	Total
Personnel	\$140,000	\$460,000	\$460,000	\$1,060,000
Contractual Services	\$ 25,000	\$ 5,000	\$ 0	\$ 30,000
Evaluation	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Meetings & Conferences	\$110,000	\$130,000	\$115,000	\$ 355,000
Travel	\$ 15,000	\$ 15,000	\$ 15,000	\$ 45,000

Sub-grants to partner CBOs	\$ 0	\$120,000	\$120,000	\$ 240,000
Indirect Costs - Office Supplies	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
Grand Total	\$345,000	\$785,000	\$765,000	\$1,895,000

2. **Payment:** Upon receipt of Grantee's signed acceptance of this Agreement, payment of \$345,000 will be made to Grantee. Successive payments are contingent upon receipt and approval of reports, as defined in the Reporting section, which demonstrate to the Foundation satisfactory progress of the stated objectives of the Project. The Foundation reserves the right to change or adjust the payment schedule of the grant at any time and will inform Grantee of such change.
3. **No Earmarking:** Beyond the rights and obligations specifically stated in this Agreement, the Foundation disclaims any right to control or otherwise influence Grantee's use of these funds. Accordingly, the Foundation will not engage in earmarking any funds under this Agreement.
4. **Subgranting:** Subgranting occurs when Grantee provides Foundation funds in the form of a grant to one or more organizations that are selected by the Grantee. The Foundation retains no rights to select or veto ultimate recipients. Financial reporting on subgrants must be done on a cash basis.
5. **Accounting and Audit:** Grantee must maintain a separate accounting for this grant. This should be accomplished through the establishment of a separate general ledger account, fund or cost center. Grantee is encouraged to use all interest earned on grant funds to further the Project; however, a formal accounting of such income is not required. Grantee shall (i) maintain complete and accurate separate accounting, detailing receipts and expenditures made under the grant, and (ii) retain these records during the Grant Period and continuing at least four (4) years after receipt and acceptance of the final report. During this time, Grantee shall make such records available to the Foundation (or its designated representatives) for inspection or audit at the Foundation's expense and on reasonable notice to Grantee. The Foundation may also, at its expense and on reasonable notice to Grantee, monitor and evaluate operations under this grant, including on-site visits to observe Grantee's procedures and talk with Grantee's personnel.
6. **Reporting:** Within 45 days following the end of each Reporting Period, the Grantee will furnish to the Foundation program officer a report. The report will contain (i) a narrative report of what was accomplished by expenditure of the grant funds, (ii) an evaluation report and (iii) a financial statement reporting expenditures according to the approved grant budget. This reporting should be done using consistent accounting practices (cash or accrual) and should be certified only by an agent of the Grantee authorized to submit financial accounting on behalf of the Grantee. Failure to submit timely reports will result in delay in processing any subsequent payments to Grantee. A final report (which includes a narrative report and a financial statement of expenditures) is to be provided to the Foundation no later than three (3) months after the close of the final Reporting Period. Any unexpended funds remaining at the end of the final Reporting Period must be immediately returned to the Foundation, unless an extension has been approved in writing by the Foundation. Grantee agrees to provide the Foundation, upon request, a copy of all information relating to the results, findings or methods developed under the grant.
7. **Evaluation:** Evaluation is an essential integrated part of the Foundation's grantmaking, as we view evaluation as an important tool to track impact and to generate learning. For that, the Foundation supports Grantee's evaluation efforts to strengthen and/or build its internal organizational capacity to produce and use data and knowledge in advancing its work. The Foundation recommends that

Grantee consider developing an evaluation plan as a best practice so the evaluation activities and the reports will be guided by the plan. The evaluation reports created regarding the Project are to be submitted by the Grantee, in electronic format, along with Grantee's narrative and financial reports at the end of each Reporting Period.

8. **Legal and Tax Requirements:** Grantee represents and warrants to the Foundation that:
- A. Grantee is an organization in good standing, is either a governmental unit or an organization described in Section 501(c)(3) of the U.S. Internal Revenue Code ("Code"), and is not a "private foundation" within the meaning of Section 509(a) of the Code. Grantee will notify the Foundation immediately of any change in its tax status.
  - B. Grant funds may be expended only for charitable, educational, literary or scientific purposes. In no event will Grantee use grant funds or any income earned thereon:
    - a) To carry on propaganda or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code).
    - b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code).
    - c) To make grants to individuals or to other organizations for travel, study or similar purpose that do not comply with the requirements of Section 4945(d)(3) or (4) of the Code.
    - d) To undertake any activity other than for a charitable, educational, literary or scientific purpose specified in Section 170(c)(2)(B) of the Code.
  - C. Grantee agrees that any subgrant utilizing funds from this grant must only be made to a governmental unit or an organization described in Section 501(c)(3) of the Code and which is not a "private foundation" within the meaning of Section 509(a) of the Code.
  - D. No part of the grant can inure to the benefit of any private person or entity in violation of Section 501(c)(3) and 4941 of the Code, including, but not limited to, any Foundation trustee, officer, employee, or his/her spouse, children, grandchildren, and great grandchildren or their respective spouses for any purpose.
  - E. Any payments made to or on behalf of any United States government official (federal, state, or local) in connection with this grant shall be limited to actual transportation costs solely within the United States plus an amount for related expenses (hotel, meals, etc.) at a rate not exceeding the standard per diem rate established by the U.S. General Services Administration.
  - F. Grantee is permitted under all applicable laws, ordinances, rules, and policies, including those concerning government ethics, to conduct the Project under the terms and conditions of this Agreement and to accept and use resources from the Foundation for such purposes.
  - G. Grantee agrees to conduct the Project in a manner that complies with all applicable laws, ordinances, rules, and policies.
  - H. Grantee has obtained all necessary approvals from State and City attorneys, ethics bodies, and other authorities necessary to ensure that it may conduct the Project under the terms and conditions of this Agreement and accept and use resources from the Foundation for such purposes.

- I. Communications between the Foundation and Grantee that are related to this Agreement or that are related to the Project do not constitute lobbying within the meaning of Mississippi Code. Annotated § 5-8-1.
9. **Patriot Act Compliance:** Grantee certifies that Foundation funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders including, but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. Furthermore, Grantee agrees to ensure that any Foundation funds, either directly or through a subgrant, will not be disbursed to any organization or individual listed on the United States Government's Terrorist Exclusion List or the Office of Foreign Assets Control (OFAC) Specially Designated Nationals & Blocked Persons List. In addition, Grantee takes reasonable steps to ensure that its board, staff and subgrantees have no dealings whatsoever with known terrorist organizations.
10. **Ownership and Royalties:** Grantee and/or its subgrantee(s) will own all right, title and interest in and to all intellectual property, inventions, work products and works of authorship, including but not limited to literary and artistic works, products, materials, information and computer software, created or developed as a result of this grant (the "Developed Materials"). Grantee hereby grants to the Foundation, and shall ensure that each subgrantee grants to the Foundation, a perpetual, irrevocable, worldwide, royalty-free, non-exclusive right and license, with the right to grant sublicenses, to use, publish, distribute, display, perform, reproduce, copy, modify and prepare derivative works based upon the Developed Materials for non-commercial purposes. Grantee shall provide and cause each subgrantee to provide to the Foundation such further instruments as the Foundation may request to evidence, establish, maintain, or protect the Foundation's license rights. Any moneys realized by the Grantee or any subgrantee from sales or licenses of the intellectual property created or developed from this grant must be utilized exclusively for educational and charitable purposes and shall not inure to the personal benefit of any individual or noncharitable entity.
11. **Termination/Repayment of Grant Funds:** The Foundation reserves the right to discontinue funding and terminate the grant at any time if the Foundation determines, in its sole discretion, that: (i) it is not satisfied with the progress of the grant or the content of any written report, (ii) grant funds are not being used by Grantee or any subgrantee in an effective and efficient manner to further the grant's purpose or (iii) Grantee or any subgrantee has otherwise failed to comply with the terms of this Agreement. In the event the Foundation makes any such determination, the Foundation shall have the right to (i) discontinue any further payments to Grantee (under this or any other agreement the Foundation may have with Grantee), (ii) direct Grantee to repay to the Foundation any grant funds not used in accordance with this agreement and (iii) set-off any funds owing to the Foundation by Grantee under this agreement against funds the Foundation may owe Grantee under any other agreement.
12. **Release and Indemnity:** To the fullest extent permitted by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, trustees, employees, representatives and agents from and against any and all claims, demands, suits, damages, liabilities, injuries (personal or bodily), property damage, causes of action, losses, judgments, costs, expenses and penalties, including, without limitation, court costs and attorney's fees, arising out of (directly or indirectly) or related in any way to the negligent or wrongful acts or omissions of Grantee or any Grantee director, officer, employee, subgrantee, contractor or agent in connection with this

grant or Project, except to the extent resulting from the negligent or wrongful acts or omissions of the Foundation.

13. **Equal Opportunity:** The Foundation gives high priority to the realization of equality of opportunity for all members of society and strongly encourages diversity by the Grantee in all aspects of the Project and throughout all levels of the organization.
14. **Assignment Clause:** This Agreement, or any of the rights, obligations or funds awarded under this Agreement, may not be assigned without the Foundation's prior written consent. An assignment includes (i) any transfer of the Project; (ii) an assignment by operation of law, including a merger or consolidation; or (iii) the sale or transfer of all or substantially all of Grantee's assets.
15. **Use of Logo/Letterhead/Copyright:** The name, logo, letterhead or any item copyrighted by the Foundation may not be used by Grantee or any subgrantee without the written permission from the Foundation's communications department.
16. **Governing Law and Compliance:** This Agreement will be governed by and construed in accordance with the laws of the state of Michigan, with jurisdiction in the State and Federal Courts of Michigan. Grantee and all subgrantees will comply with all applicable local, state and federal laws and regulations.
17. **Entire Agreement, Severability and Amendment:** This Agreement contains the entire agreement between the Foundation and the Grantee relating to the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, understandings and agreements between the parties relating to the subject matter hereof. This Agreement may be modified or amended only by mutual written consent of the parties. In the event of any conflicting terms between this Agreement and the Project, this Agreement will supersede and govern. The Foundation's waiver or failure to enforce the terms and conditions of this Agreement in one instance shall not constitute a waiver of its rights hereunder with respect to other violations of this Agreement.
18. **Grantee Contact Information:** Grantee has indicated the following individuals hold key roles for this Project. Grantee shall provide written notification to the Foundation of any changes:

Legal Designee: Robert Blaine, Chief Administrative Officer  
Financial Designee: LaaWanda Horton, Director of Finance  
Project Director: Robert Blaine, Chief Administrative Officer

19. **Foundation Contact Information:** Your Foundation contact information for this grant is as follows:

Program Officer: Paula R. Sammons, PRS@wkkf.org  
Grant Support: Robyn Villanueva Keller, robyn.keller@wkkf.org, (269) 969-2661

If you have any questions about the terms or conditions of this Agreement, please contact Kristin Duffy directly at (269) 969-2095 or kristin.duffy@wkkf.org. On behalf of the Foundation, I extend every good wish for the success of this effort.

Sincerely,

DocuSigned by:  
*Ann C. Sherzer*  
07A988126542458  
Ann C. Sherzer

Grants & Contracts Sr. Manager/Staff Attorney

As an authorized representative of the City of Jackson, Robert Blaine, Chief Administrative Officer, agrees to the terms and conditions of this Agreement.

Signature of Grantee:

DocuSigned by:  
*Robert Blaine*  
4/29/2019  
0719288C1A3E41B...  
Robert Blaine



OFFICE OF THE CITY ATTORNEY  
9/13/2022 1:12 PM

**ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CONSULTING BY LEE TO ALLOW MYA LEE TO SERVE AS DEVELOPMENT ASSISTANCE REPRESENTATIVE FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)**

**WHEREAS**, the W.K. Kellogg Foundation awarded *Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth (EPHD)* funds to the City of Jackson to support its goals to increase employment, economic development, city, and regional competitiveness, job creation, and employer engagement allowing the citizenry access to tools that will help them traverse pathways to self-sufficiency; and

**WHEREAS**, on April 30, 2019, the Jackson City Council authorized the Mayor to accept a \$1,895,000.00 grant from W. K. Kellogg Foundation to be allocated over three years for the development of the proposal entitled EPDH; and

**WHEREAS**, on December 21, 2021, the Jackson City Council ratified and authorized the Mayor to enter into a contractual agreement with Consulting By Lee whereby Mya Lee served as a consultant under the EPHD project, where she agreed to coordinate conferences and festivals; facilitate between businesses and the City of Jackson administration; coordinate community engagement and networking events; assist management in developing efficient processes to promote the Incubator; identify client needs and suggest appropriate services; plan and organize networking events; update community-based organizations, businesses, and individuals of recent updates and announcements; and respond to inquiries and concerns; and

**WHEREAS**, the City of Jackson agreed to compensate Mya Lee as an independent contractor in an amount not to exceed \$4,062.51 a month for eight (8) months, totaling an amount not to exceed \$32,500.08 during the grant period of August 1, 2021, through March 31, 2022; and

**WHEREAS**, on August 16, 2022, the Jackson City Council approved an Order ratifying the submission of a request for an eighteen-month grant extension to the W.K. Kellogg Foundation that extended the grant period to September 30, 2023, for the development of the proposal entitled *Employment Pathways to Human Dignity (EPHD)*; and

**WHEREAS**, in light of the grant extension, the Office of the Chief Administrator recommends that the Jackson City Council authorize the Mayor to enter into an independent contractor relationship with Consulting By Lee to allow Mya Lee to serve as the Development Assistant Representative from September 1, 2022, through August 31, 2023; and

**WHEREAS**, the scope of work includes the coordination of conferences and festivals; facilitating meetings between businesses and the City of Jackson administration; coordinating community engagement and networking events; assisting management in developing efficiently processed to promote the Incubator; identifying client needs and suggesting appropriate services; plan and organize networking events; update community-based organizations, businesses, and individuals of recent updates and announcements; and respond to inquiries and concerns; and

Agenda Item #17 9.13.2022 (Wright, Lumumba)
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**WHEREAS**, the agreement will commence on the date of execution, and shall continue uninterrupted until August 31, 2023; and

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

**WHEREAS**, the parties agree that the legal relationship between Mya Lee and the City of Jackson is strictly an independent contractor relationship. Nothing contained in the agreement shall be deemed or construed to create a joint venture, agency, partnership, or Employer-Contractor relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the City of Jackson shall have no obligation to Mya Lee with respect to the provision of any benefits (insurance, retirement, or the like), nor shall the City of Jackson have any responsibility for the payment of any taxes, fees, dues, or memberships, workers' compensation premiums, or the like, which are the sole responsibility of the Consulting By Lee; and

**WHEREAS**, the City of Jackson will compensate Ms. Lee for her services as a consultant in an amount not to exceed \$2,708.34 a month for 12 months, totaling an amount not to exceed \$32,500.08.

**IT IS THEREFORE ORDERED** that the Mayor be authorized to enter into an agreement with Consulting by Lee for consultant services provided on W.K. Kellogg Foundation-funded project, Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth (EPHD).

**IT IS FURTHER ORDERED** upon submission of invoices monthly to the City of Jackson to compensate Mya Lee in an amount not to exceed \$32,500.08 from the date of execution of the agreement through August 31, 2023.

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

DATE: August 18, 2022

POINTS		COMMENTS																																									
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CONSULTING BY LEE TO SERVE AS DEVELOPMENT ASSISTANCE REPRESENTATIVE FOR THE W.K. KELLOGG FOUNDATION FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)																																									
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. Economic Development																																									
3.	Who will be affected	City of Jackson																																									
4.	Benefits	Data informed decision-making for City leadership																																									
5.	Schedule (beginning date)	Upon Approval																																									
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide																																									
<input type="checkbox"/>	Action implemented by:	CAO																																									
7.	▪ City Department ▪ Consultant																																										
8.	COST	\$32,500.08																																									
<input type="checkbox"/>	Source of Funding	W.K.Kellogg Foundation Grant <i>Economic Pathways to Human Dignity</i>																																									
<input checked="" type="checkbox"/>	▪ General Fund																																										
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9.	▪ Other																																										
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>X</td> </tr> </table>		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
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Revised 2-04

# MEMORANDUM



**TO:** Mayor Chokwe Lumumba  
**FROM:** Louis Wright, City Administrative Officer  
**DATE:** August 18, 2022  
**RE:** **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CONSULTING BY LEE TO SERVE AS DEVELOPMENT ASSISTANCE REPRESENTATIVE FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)**

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The agenda item which accompanies this memo requests that the City Council authorize the agreement with Mya Lee d/b/a Consulting by Lee to serve as the Development Assistance Representative to coordinate conferences and festivals; facilitate between businesses and the City of Jackson administration; coordinate community engagement and networking events; implement the pathways workforce development program; and design and implement the entrepreneurship incubator. The City of Jackson will compensate Ms. Lee \$32,500.08 for the period September 1, 2022 – August 31, 2023 for her services as a consultant. Funds will still be paid by the W. K. Kellogg Foundation-funded Project, *Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth*.

OFFICE OF THE CITY ATTORNEY  
9/7/22

## OFFICE OF THE CITY ATTORNEY

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**This ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CONSULTING BY LEE TO ALLOW MYA LEE TO SERVE AS DEVELOPMENT ASSISTANCE REPRESENTATIVE FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD) is legally sufficient for placement in NOVUS Agenda.**



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

9/7/22  
Date

**Consulting By Lee, Consultant Engagement,  
Non-Solicitation and Confidentiality Agreement  
with the City of Jackson**

This Engagement, Non-Solicitation and Confidentiality Agreement (the "Agreement"), is made between the City of Jackson ("COJ") and Consulting By Lee, Post Office Box 1575, Jackson, Mississippi 39215 (the "Consultant").

WHEREAS, COJ and the Consultant herewith agree to enter into an independent contractor relationship whereby the Consultant will provide services as the subcontractor for the W.K. Kellogg project *Economic Pathways to Human Dignity, Building Occupational Opportunities and Economic Growth through a Framework of Equity and Inclusion* that was recently awarded to COJ, in accordance with the terms, conditions and compensation mutually agreed upon by both parties.

**Scope of Work.** The Consultant will coordinate conferences and festivals; facilitate meetings between businesses and the City of Jackson administration; coordinate community engagement and networking events; assist management in developing efficient processes to promote the Incubator; identify client needs and suggest appropriate services; plan and organize networking events; update community-based organizations, businesses, and individuals of recent updates and announcements; and respond to inquiries and concerns. W.K. Kellogg has designated Mya Lee d/b/a Consulting by Lee as the Development Assistant Representative and project lead to fulfil this scope of work.

**Term/Termination.** This Agreement commenced on September 1, 2022 and shall continue uninterrupted until August 31, 2023. Either party may terminate this Agreement at any time upon the delivery of written notice to the other party no less than 14 days prior to the intended termination date, provided however that in such event, the terminating Party agrees to act in good faith to assist the other party with the orderly wind-down of such party's work on any active and on-going assignment.

**Compensation.** For the duties and obligations to be performed by Consultant pursuant to this Agreement, COJ agrees to compensate the Consultant at the rate set forth by the W.K. Kellogg for the position the Consultant has agreed to for the grant period of September 1, 2022, and August 31, 2023. The COJ agrees to compensate Consultant in an amount not to exceed Two Thousand and Seven Hundred Eight Dollars and Thirty-Four Cents (\$2,708.34) a month for twelve (12) months totaling an amount not to exceed Thirty-two Thousand Five Hundred and Eight Cents (\$32,500.08). Consultant shall not perform any additional services for the COJ that is not authorized by W.K. Kellogg project *Economic Pathways to Human Dignity, Building Occupational Opportunities and Economic Growth through a Framework of Equity*. Consultant will not receive any funds from the W.K. Kellogg project *Economic Pathways to Human Dignity, Building Occupational Opportunities and Economic Growth through a Framework of Equity* for services outside the Scope of Work.

**Independent Contractor.** The parties agree that the legal relationship of Consultant and COJ is strictly an independent contractor relationship. Nothing contained in this Agreement shall

be deemed or construed to create a joint venture, agency, partnership or Employer-Contractor relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the COJ shall have no obligation to Consultant with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers' compensation premiums, or the like, which are the sole responsibility of the Consultant.

**Confidentiality and Treatment of Information.** Consultant agrees that it will not improperly use or disclose any confidential information obtained in connection with activities in which it has been engaged under this Agreement. Consultant understands that it has both a professional and moral obligation to keep such Information confidential and at all times to maintain such Information in a safe and secure manner. Contractor agrees to hold such Information in the strictest confidence and use such Information only as and to the extent necessary and appropriate in connection with duties performed hereunder.

**Governing Law.** This Agreement shall be controlled, construed and enforced under the laws of the State of Mississippi without regard to principles governing conflicts of laws.

**Language.** The section headings contained herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The parties agree that each party has reviewed this Agreement and has had the opportunity to have legal counsel review it.

This Engagement, Non-Solicitation, and Confidentiality Agreement will be fully executed the

signatures of the parties identified herewith on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Consulting by Lee

\_\_\_\_\_  
Mayor Chokwe Antar Lumumba

**IT IS HEREBY ORDERED** that Public Employees' Retirement System of Mississippi (PERS) donation of computers be accepted.

**IT IS FURTHER HEREBY ORDERED** that the Mayor shall be authorized to execute this request and perform those acts necessary for acceptance of the donation and the transfer of ownership to the City of Jackson.

Council Member Stokes moved adoption; Vice President Lindsay seconded.

Yeas- Banks, Lindsay, Priestler, Stamps, Stokes and Tillman.

Nays- Foote.

Absent- None.

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**ORDER AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM W. K. KELLOGG FOUNDATION FOR DEVELOPMENT OF THE PROPOSAL ENTITLED EMPLOYMENT PATHWAYS TO HUMAN DIGNITY (EPHD).**

**WHEREAS**, the City of Jackson is building a comprehensive strategy to heal communities in trauma that encompasses four domains: Community Safety, Conflict Resolution, Occupational Opportunity, and Collective Healing and Community Building; and

**WHEREAS**, the *Employment Pathways to Human Dignity* (EPHD) proposal represents the foundational element to the third domain of the comprehensive plan - Occupational Opportunity, and focuses on delivering training and job connection to City of Jackson residents who are below the poverty line; and

**WHEREAS**, the City of Jackson seeks to create 5% growth in occupational opportunities to connect poverty level Jacksonians with 8,500 jobs by 2022; and

**WHEREAS**, the City seeks to create a targeted stratified framework to increase employment, job creation, employer engagement, and economic growth, allowing citizens to access tools to help them traverse pathways to self-sufficiency; and

**WHEREAS**, *Economic Pathways to Human Dignity* has four major goals:

1. To connect an underemployed and under-skilled workforce to meaningful employment;
2. To create a bridge for low to mid-skilled workers to move into mid to high-skilled employment;
3. To build pathways for the retention of low Pell recipient college educated workers produced through Jackson's institutions of higher learning;
4. To increase the number of occupational opportunities through intentional employer engagement and economic growth in the sectors of technology, education, creativity, and healthcare; and

**WHEREAS**, the Kellogg Foundation has awarded the City of Jackson \$1,895,000 over three years to develop the *Employment Pathways to Human Dignity* project.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to accept the grant award from W. K. Kellogg for the development of the *Employment Pathways to Human Dignity* project and execute any and all documents related to the acceptance of said grant award.

Council Member Stokes moved adoption; Vice President Lindsay seconded.

Yeas- Banks, Lindsay, Priestler, Stamps, Stokes and Tillman.

Nays- Foote.

Absent- None.

\*\*\*\*\*



**ORDER RATIFYING THE AUTHORIZATION OF THE MAYOR TO, ENTER INTO A CONTRACTUAL AGREEMENT WITH CONSULTING BY LEE TO SERVE AS THE DEVELOPMENT ASSISTANCE REPRESENTATIVE FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD).**

WHEREAS, the W.K. Kellogg Foundation awarded Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth (EPHD) funds to the City of Jackson to support its goals to increase employment, economic development, city and regional competitiveness, job creation, and employer engagement allowing the citizenry access to tools that will help them traverse pathways to self-sufficiency; and

WHEREAS, the W.K. Kellogg Foundation approved the EPDH project in the amount of \$1,895,000.00 for a term of April 1, 2019 through March 31, 2022, and the grant includes consultant fees for services rendered; and

WHEREAS, Mya Lee, d/b/a Consulting by Lee, as a consultant under the EPHD project, where she will coordinate conferences and festivals; facilitate between businesses and the City of Jackson administration; coordinate community engagement and networking events; assist management in developing efficiently processed to promote the Incubator; identify client needs and suggest appropriate services; plan and organize networking events; update Community-based organizations, businesses, and individuals of recent updates and announcements; and respond to inquiries and concerns; and

WHEREAS, on August 1, 2021, Mya Lee started as an independent contractor for the City of Jackson, whereby she serves as a Development Assistance Representative for the W.K. Kellogg Foundation project entitled Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth; and

WHEREAS, the City of Jackson will compensate Mya Lee for her services as an independent contractor in an amount not to exceed \$4,062.51 a month for eight (8) months, totaling an amount not to exceed \$32,500.08 during the grant period of August 1, 2021, through March 31, 2022; and

WHEREAS, Mya Lee, d/b/a Consulting by Lee, will not perform any additional services for the City of Jackson, and she will be compensated solely from the W.K. Kellogg Foundation awarded Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth funds upon monthly submission of invoices to the City of Jackson; and

WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not "required" but "recommended" to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase... or pay for the same out of public funds unless such

contract or purchase was made in the manner provided by law; provided, however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority; and

**IT IS THEREFORE ORDERED** that the ratified authorization for the Mayor to enter into a contractual agreement with Consulting by Lee for consultant services provided on W.K. Kellogg Foundation-funded project, Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth.

**IT IS FURTHER ORDERED** that Consulting by Lee will be compensated in an amount not to exceed \$32,500.08 over eight (8) months during the grant period of August 1, 2021, through March 31, 2022, upon monthly submission of invoices to the City of Jackson for payment.

President Lindsay moved adoption; Council Member Hartley seconded.

Yeas – Banks, Footz, Grizzell, Hartley and Lindsay.

Nays – None.

Absent – Lee and Stokes.

#### **STATEMENT OF VOTES**

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on ~~December 21, 2021~~. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

**ORDER RATIFYING THE SUBMISSION OF A REQUEST FOR AN EIGHTEEN-MONTH GRANT EXTENSION TO THE W. K. KELLOGG FOUNDATION FOR THE DEVELOPMENT OF THE PROPOSAL ENTITLED EMPLOYMENT PATHWAYS TO HUMAN DIGNITY (EPHD).**

**WHEREAS**, on April 30, 2019, the Jackson City Council authorized the Mayor to accept a \$1,895,000.00 grant from W. K. Kellogg Foundation to be allocated over three years for the development of the proposal entitled EPDH; and

**WHEREAS**, the City of Jackson is building a comprehensive strategy to heal communities in trauma that encompasses four domains: Community Safety, Conflict Resolution, Occupational Opportunity, and Collective Healing and Community Building; and

**WHEREAS**, the *Employment to Human Dignity* (EPHD) proposal represents the foundational element to the third domain of the comprehensive plan – Occupational Opportunity, and focuses on delivering training and job connection to City of Jackson residents who are below the poverty line; and

**WHEREAS**, the City seeks to create a targeted stratified framework to increase employment, job creation, employer engagement, and economic growth, allowing citizens to access tools to help them traverse pathways to self-sufficiency; and

**WHEREAS**, on March 31, 2022, the City of Jackson submitted a request for an 18-month extension for the implementation of the EPHD grant to increase employment opportunities for low-income families of color through a stratified framework of the workforce and economic development, job creation, and employer engagement to achieve family economic security and regional prosperity; and

**WHEREAS**, on June 28, 2022, W.K. Kellogg Foundation notified the Deputy Director of Economic Development that the grant period would be extended to September 30, 2023; however, the amendment does not increase the Foundation's commitment; and

**WHEREAS**, the remaining budget of \$1,117,293.00 will be utilized to uplift underemployed and under-skilled workforce to meaningful employment, to create a bridge for low to mid-skilled workers to move into mid to high-skilled employment, and to build pathways for the retention of low Pell grant recipient, college-educated workers produced through Jackson's institutions of higher learning.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to accept the grant extension from the W. K. Kellogg Foundation for the development of the *Employment Pathways to Human Dignity* project and execute any and all documents related to the acceptance of said grant extension.

Vice President Lee moved adoption; Council Member Banks seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, and Lindsay.

Nays – None.

Abstention – Stokes.

Absent – None.

**STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on August 16, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**

OFFICE OF THE CITY ATTORNEY  
vj 8/24/2022

**ORDER AUTHORIZING THE MAYOR TO APPROVE THE JACKSON FIRE DEPARTMENT FIRE STATION 1 AND FIRE STATION 20 TO ENTER INTO AN AGREEMENT WITH 501CTHREE TO PARTICIPATE IN THE WATER BOX PROGRAM (ALL WARDS)**

**WHEREAS**, the Water Box Program operates under the organization named 501CTHREE, a California public benefit corporation; and

**WHEREAS**, the Water Box Program provides clean and safe potable water to people in communities where water from the tap is unsafe to drink; and

**WHEREAS**, the Water Box is designed to filter contaminants and pathogens from municipal water; and

**WHEREAS**, the Water Box system produces ten (10) gallons of clean potable water in fifteen (15) seconds; and

**WHEREAS**, 501CTHREE covers all the set-up cost to operate The Water Box system which includes delivery, installation of the filtration system, water test equipment, onsite training, reusable containers to hand out to the community, any maintenance parts such as filters, advertisement; and

**WHEREAS**, the participant agrees to serve as a test site and evaluate The Water Box over a period of one year in a manner prescribed by 501CTHREE; and

**WHEREAS**, for one-year 501CTHREE will provide participant and associated support which covers the financial offset of city water expenses, the offset does not exceed 62,400 gallons per month, third-party testing of the water samples during the beginning and end of the program period , telephone and field support of system operation and maintenance; and

**WHEREAS**, 501CTHREE Statement of Work, see Exhibit A; and

**WHEREAS**, at the conclusion of the one-year demonstration period, 501CTHREE will arrange to have the unit picked up if the event participant does not exercise their option to extend the agreement for an additional three (3) year term; and

**WHEREAS**, this agreement may be terminated with a thirty (30) day prior written notice to the other party and mutual written consent of the parties.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute this Agreement with 501CTHREE to participate in the Water Box Program.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute any documents necessary to effectuate participation in the Water Box Program.

Agenda Item #18  
9.13.2022  
(Owens, Lumumba)

Item No. \_\_\_\_\_

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

By: Owens, Lumumba

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

August 22, 2022  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>					
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO APPROVE THE JACKSON FIRE DEPARTMENT FIRE STATION 1 AND FIRE STATION 20 TO ENTER INTO AN AGREEMENT WITH 501CTHREE TO PARTICIPATE IN THE WATER BOX PROGRAM (ALL WARDS)					
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Neighborhood Enhancement and Quality of Life					
3.	<b>Who will be affected</b>	Citizens of Jackson and the Metro Area					
4.	<b>Benefits</b>	To provide exceptional emergency service to citizens and community					
5.	<b>Schedule (beginning date)</b>	N/A					
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	ALL WARDS  CITY WIDE					
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Jackson Fire Department					
8.	<b>COST</b>						
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b>	Grant Funded					
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes ___	no ___	N/A ___
		AABE	_____ %	WAIVER	yes ___	no ___	N/A ___
		WBE	_____ %	WAIVER	yes ___	no ___	N/A ___
		HBE	_____ %	WAIVER	yes ___	no ___	N/A ___
		NABE	_____ %	WAIVER	yes ___	no ___	N/A ___

## MEMORANDUM

**To:** Chokwe Antar Lumumba, Mayor City of Jackson  
**From:** Willie Owens, Chief of Fire Department  
**Date:** August 22, 2022  
**Re:** 501C Three Water Box Program

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The department is requesting approval to enter into a partnership to administer the Water Box Program with 501CTHREE. The program is grant funded for one year for all associated set up cost and operational cost.

If there are any questions or comments, please feel free to contact.

WO/ss



# 501CTHREE

## Water Box Program



### **We believe that access to water is a basic human right.**

The Water Box is 501CTHREE's program to provide unlimited clean, safe water to people in communities where water from the tap is unsafe to drink. Because it's important that residents trust the people they receive water from, all aspects of The Water Box program are administered by local community organizations - including water distribution, testing, and communication.

The Water Box program began in Flint, Michigan, and was designed in partnership with community members to eliminate the need to secure, transport, and distribute millions of single-use bottled water in response to the city's lead contamination crisis. Since 2019, 501CTHREE has deployed twelve Water Boxes which have been used to distribute over 70,000 gallons of safe drinking water and replace over 500,000 single-use plastic bottles. Additionally, 501CTHREE's content and media outreach has secured thousands of reusable jug donations and raised public awareness of the hard work being done by our community partners.

### **Who is the Water Box for?**

The Water Box is designed to filter contaminants and pathogens from municipal water. 501CTHREE is looking to partner with organizations that:

- Serve a community that is concerned about the safety of its drinking water
- Serve a community that is low-income or disadvantaged
- Are known to the community as a trusted source for food or clean water
- Can distribute water from location that is central and easily accessed
- Can distribute water on a regular schedule

## **What does 501CTHREE provide?**

501CTHREE covers all the costs of operating the Water Box program, which includes:

- Delivery and installation of The Water Box filtration system
- Water test equipment
- Regular lab tests to verify the water's quality
- On-site training for volunteers on how to test and distribute water
- Jugs and other reusable containers to hand out to the community
- Any maintenance parts, such as replacement filters
- Reimbursement to your organization for the increase in your water bill
- Help with communication, including signage and social media
- A page on our website for your organization's Water Box

## **What do we ask from our community partners?**

We want to make sure the Water Box is operated safely and for the maximum benefit to the community, so we ask our partners to agree to the following:

- Have an existing water and electrical service to connect the Water Box to
- Distribute water on a regular basis, and at least once per week
- Make the water available to anyone who needs it
- Let your community know the Water Box is available for them to use
- Follow the procedures for operating the Water Box and testing the water
- Keep the Water Box safe from theft or vandalism

## **How do we get started?**

- We have found the following steps to be valuable in starting the program up:
- We will test the water at your location, to determine how to best produce clean, safe water
- We will enter into an agreement with the organization that will host the Water Box and provide volunteers
- Together, we will let the community know about the program and address any concerns
- We will deliver the Water Box and train your volunteers on how to implement the program

**To get an understanding of how The Water Box program works, see this video of our first Water Box in Flint, MI [here](#).**

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**501CTHREE**  
Water Box Program

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 APPROVE THE JACKSON FIRE DEPARTMENT FIRE STATION 1 AND FIRE STATION 20 TO ENTER INTO AN AGREEMENT WITH 501CTHREE TO PARTICIPATE IN THE WATER BOX PROGRAM is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_

Catoria Martin, *City Attorney*

Victoria James, *Deputy City Attorney*



8/24/22  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
8/24/22



OFFICE OF THE CITY ATTORNEY  
8/11/2022

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48) MONTH RENTAL AGREEMENT WITH RJ YOUNG COMPANY FOR A CANON IMAGE RUNNER ADVANCE DX C3826i COLOR COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT ARSON/INTERNAL AFFAIRS DIVISION.**

**WHEREAS**, the City of Jackson, Mississippi, desires to enter into a 48-month rental agreement with RJ Young Company for a Canon Image Runner Advance DX C3826i Copier/Printer to be housed in the City of Jackson Fire Department, Arson/Internal Affairs Division; and

**WHEREAS**, the Mississippi State Contract #8200056250 authorizes RJ Young Company to lease a Canon Image Runner Advance DX C3826i Copier/Printer to municipalities; and

**WHEREAS**, RJ Young Company agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment, from the place of manufacture to the address of Arson/Internal Affairs Division, if any form of express shipping method is requested, it will be paid for by the City of Jackson; and

**WHEREAS**, the term of the Rental Agreement is September 1, 2022 to August 31, 2026; and

**WHEREAS**, the agreement may be terminated if the City of Jackson and RJ Young Company mutually agree to terminate, or if either party fails to comply with the terms and conditions of this agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party may also pursue any remedy available to it in law or in equity, upon termination all obligations of the City of Jackson to make payments required hereunder shall cease; and

**WHEREAS**, the Scope of Service is described in Exhibit A; and

**WHEREAS**, RJ Young shall deliver the equipment to the location specified by the City of Jackson Fire Department, Arson/Internal Affairs Division pursuant to the delivery schedule, agreed upon by the parties. If, through no fault of the City of Jackson, the R J Young Company is unable to deliver the Canon Image Runner Advance DX C3826i Copier/Printer or software, the prices, terms and conditions will remain unchanged until delivery is made by R J Young Company, if the R J Young Company does not deliver the Canon Image Runner Advance DX C3826i Copier/Printer or software within ten (10) working days of the delivery due date, City of Jackson shall have the right to terminate the order without penalty, cost or expense to the City of Jackson ; and

**WHEREAS**, if the City of Jackson Fire Department, Arson/Internal Affairs Division desires to continue renting the equipment at the expiration of the original rental agreement, the City of Jackson must enter into a new rental agreement with RJ Young Company, there will be no automatic renewals or option to purchase.

**IT IS HEREBY ORDERED**, that the Mayor be authorized to execute the necessary documents with RJ Young Company, to provide for a 48-month rental agreement for a Canon Image Runner Advance DX C3826i Copier/Printer, at a cost of \$99.00 per month, \$0.01094 per

Agenda Item #19  
9.13.2022  
(Owens, Lumumba)

black & white page, and \$0.06122 per color page, prices to include all toners, parts, drums, labor, service calls, and preventative maintenance at a cost not exceed four thousand seven hundred fifty-two dollars (\$4,752.00).

**IT IS FURTHER ORDERED** that payment for said rental be made from the general fund # 001441406514 for usage of the Canon Image Runner Advance DX C3826i Color Copier/Printer from September 1, 2022 to August 31, 2026.

ITEM # \_\_\_\_\_

AGENDA DATE: \_\_\_\_\_

BY: OWENS, LUMUMBA

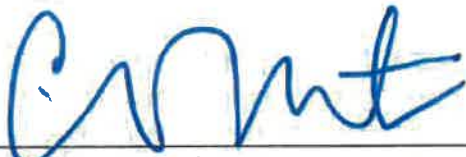
AE  
09/22/2021

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48) MONTH RENTAL AGREEMENT WITH RJ YOUNG COMPANY FOR A CANON IMAGE RUNNER ADVANCE DX C3826I COLOR COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT ARSON/ INTERNAL AFFAIRS DIVISION** is legally sufficient for placement in NOVUS Agenda.

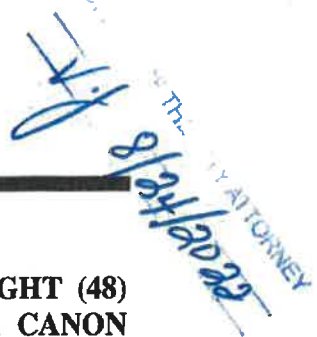


Catoria Martin, *City Attorney*

Victoria James, *Deputy City Attorney*



8/23/20  
Date



# MEMORANDUM

**TO:** Chokwe A Lumumba, Mayor  
**FROM:** Willie Owens, Fire Chief  
**DATE:** March 21, 2022  
**RE:** Request for Copier Rental

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The current copier contract for Jackson Fire Department Arson/Internal Affairs Division is due to expire. An upgrade is requested for the current machine. The new rental agreement will provide an upgrade copier machine. This upgrade will be cost efficient and more productive in Arson/Internal Affairs Division. RJ Young Company have provided us with the most affordable price. The lease option will be 48-months @ \$99.00 per month which includes the upgrade to Canon Image Runner Advance DX C3826i Copier/Printer. Maintenance support covers all labor, parts, toner, developer & drums, @ \$0.01094 per black & white page & \$0.06122 per color page at cost not exceed four thousand seven hundred fifty-two dollars (\$4,752.00).

Your approval is requested and if you have questions, please let us know.

Attachments

WO/ae



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

**March 21, 2022**  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>			
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48) MONTH RENTAL AGREEMENT WITH RJ YOUNG FOR A CANON IMAGE RUNNER ADVANCE DX C3826i COLOR COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT ARSON/INTERNAL AFFAIRS DIVISION.</b>			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	3,5,7			
3.	<b>Who will be affected</b>	Citizens of Jackson and the metro area			
4.	<b>Benefits</b>	To enhance efficiency and work productivity			
5.	<b>Schedule (beginning date)</b>	Delivery upon Council approval			
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Materials copied will be used throughout the City of Jackson and metro area.			
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Jackson Fire Department, Arson/Internal Affairs Division			
8.	<b>COST</b>	48 month rental @ \$99.00 monthly (B/W @ \$0.01094 per page & color @ \$0.06122 per page. Not to exceed four thousand seven hundred fifty-two dollars (\$4,752.00).			
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	001441406514			
10.	<b>EBO participation</b>	ABE _____%	WAIVER	yes ___ no ___	N/A ___
		AABE _____%	WAIVER	yes ___ no ___	N/A ___
		WBE _____%	WAIVER	yes ___ no ___	N/A ___
		HBE _____%	WAIVER	yes ___ no ___	N/A ___
		NABE _____%	WAIVER	yes ___ no ___	N/A ___

**RENTAL AGREEMENT  
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES  
AND VENDORS  
(applicable to equipment rental transactions)**

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Jackson Fire Department (Hereinafter referred to as Customer), and RJ Young Company (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

**B. INSTALLATION SITE:** At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

**C. INSTALLATION DATE:** The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

**D. ACCEPTANCE:** Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

**E. RELOCATION:** Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

**6. RENTAL TERM:** The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

**7. OWNERSHIP:** Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

**8. PAYMENTS:**

**A. INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

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

**2. PAYMODE:** Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

**B. METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**

A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

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

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

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

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

<b>For the Vendor:</b>	<b>For the Customer:</b>
Bob Carmean	City of Jackson
Major Account Representative	Fire Investigations
2030 NW Progress Parkway	555 S. West Street
Jackson, MS 39213	Jackson, MS 39201

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

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

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

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

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

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

**28. HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

**29. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

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

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

Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

Vendor: **RJ Young Company**

By:   
Authorized Signature

Printed Name: Bob Carmean

Title: Major Account Representative

Witness my signature this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

Customer: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

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



EXHIBIT A  
RENTAL AGREEMENT  
FOR USE BY  
MISSISSIPPI Agencies AND VENDORS  
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200062043

Vendor Company Name: RJ Young Company

Customer Agency Name: City of Jackson Fire Department

Bill to Address: 555 S. West Street, Jackson, MS 39201

Ship to Address: 836 W. Amite Street, Jackson, MS 39203

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Canon imageRUNNER Advance DX C3826i Cabinet Type W Super G3 Fax Board BH1	\$99.00/month

Maintenance Agreement:

All service and supplies billed at \$0.01094 per b/w page and \$0.06122 per color page. Paper is not included.

Delivery Schedule and Installation Date:

Rental Term: 48-months

Start Date: 9/1/2022

End Date: 8/31/2026

Modifications: The above pricing is locked for 48-months and will not increase.



Vendor Signature

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Customer Signature



**ORDER AUTHORIZING THE MAYOR TO APPROVE AND EXECUTE THE ANNUAL MAINTENANCE SERVICE AGREEMENT WITH MOTOROLA, INC TO PROVIDE SERVICES TO THE JACKSON FIRE DEPARTMENT (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY  
V.A.  
9/13/2022

**WHEREAS**, on September 30, 2022 the annual service agreement with Motorola Solutions, Inc. for a Fire Alerting System expires; and

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

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

**WHEREAS**, Motorola Solutions, Inc. has agreed to provide Local Repair with Onsite Response and Local Technical Support for the Fire Alerting System at a cost not to exceed six thousand two hundred fourteen dollars and twenty-six cents (\$6,214.26) per month for local repair with onsite response and four hundred one dollar and thirty-four cents (\$401.34) per month for local technical support; and

**WHEREAS**, This agreement is for the period of October 1, 2022 through September 30, 2023 for a cost not to exceed seventy-nine thousand three hundred eighty-seven dollars and eight cent (\$79,387.08); and

**WHEREAS**, for Motorola Scope of Service, see Attachment A; and

**WHEREAS**, if either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default, the non-performing party will have thirty (30) days to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval; and

**WHEREAS**, if the City of Jackson Fire Department terminates this Agreement before the end of the term, for any reason other than Motorola default, the City of Jackson Fire Department will pay Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original term; and

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute a renewable maintenance service agreement with Motorola Solutions, Inc. for Local Repair with Onsite Response and Local Technical Support to the City's Fire Alerting System wherein the city agrees to pay Motorola Solutions, Inc. no more than seventy-nine thousand three hundred eighty-seven dollars and eight cent (\$79,387.08) for local repair with onsite response and local technical support.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute any documents

Agenda Item #20  
9.13.2022  
(Owens, Lumumba)

necessary to effectuate the aforementioned maintenance service agreement.

Item No. \_\_\_\_\_

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

By: Owens, Lumumba

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

**August 17, 2022**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO APPROVE AND EXECUTE THE ANNUAL MAINTENANCE SERVICE AGREEMENT WITH MOTOROLA, INC TO PROVIDE SERVICES TO THE JACKSON FIRE DEPARTMENT (ALL WARDS)</b>								
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Neighborhood Enhancement and Quality of Life								
3.	<b>Who will be affected</b>	Citizens of Jackson and the Metro Area								
4.	<b>Benefits</b>	To provide exceptional emergency service to citizens and visitors								
5.	<b>Schedule (beginning date)</b>	N/A								
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	ALL WARDS  CITY WIDE								
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Jackson Fire Department								
8.	<b>COST</b>									
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b>	General Fund acct number 001.441.20.6419								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	_____

## **MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor City of Jackson  
**From:** Willie Owens, Chief of Fire Department  
**Date:** August 17, 2022  
**Re:** Motorola Solution, Inc. Service Renewal

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The department is requesting approval to renew the Motorola Solutions Inc. agreement for the service and maintenance of the City of Jackson's Fire Alerting system. The cost to provide such services is \$79,387.08 which provides local repair with onsite response and local technical support. The agreement will be paid with general fund account number 441.20.6419.

The agreement covers the period October 1, 2022 through September 30, 2023. If there are any additional questions or concerns, please contact.

WO/ss



500 W Monroe Street  
 Chicago, IL. 60661  
 (888) 325-9336

# SERVICE AGREEMENT

Quote Number : QUOTE-1755343  
 Contract Number: USC000003488  
 Contract Modifier: R12-MAY-22 01:21:57

Date: 05/11/2022

Company Name: JACKSON, CITY OF
Attn: Sharon Smith
Billing Address: 2320 RIVERSIDE DR
City, State, Zip: Jackson , MS, 39202
Customer Contact: Sharon Smith
Phone: 601-906-4126

Required P.O. :  
 Customer # : 1000635378  
 Bill to Tag # :  
 Contract Start Date : 01-Oct-2022  
 Contract End Date : 30-Sep-2023  
 Anniversary Day : Sep 30th  
 Payment Cycle : ANNUALLY  
 PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0072A	LOCAL TECHNICAL SUPPORT	\$4,816.00
	SVC02SVC0030C	LOCAL REPAIR WITH ONSITE RESPONSE	\$74,571.08
		Subtotal - Recurring Services	\$6,615.59
		Subtotal - One-Time Event Services	\$0.00
		Total	\$6,615.59
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

**SPECIAL INSTRUCTIONS:**

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



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Highlighted cybersecurity services added when applicable:

**SECURITY PATCHING**

Remote Security Update Service

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

Security Update Service

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

**THREAT DETECTION**

Managed Detection & Response

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

\_\_\_\_\_  
AUTHORIZED CUSTOMER SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CUSTOMER (PRINT NAME)

*Wm. Ryan Bozman*

CSM

06/16/2022

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Ryan Bozman

615-499-2725

\_\_\_\_\_  
MOTOROLA REPRESENTATIVE(PRINT NAME)

\_\_\_\_\_  
PHONE

Company Name : JACKSON, CITY OF  
Contract Number : USC000003488  
Contract Modifier : R12-MAY-22 01:21:57  
Contract Start Date : 01-Oct-2022  
Contract End Date : 30-Sep-2023



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Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-1755343  
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Contract Modifier: R12-MAY-22 01:21:57

## Service Terms and Conditions

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

### Section 1. APPLICABILITY

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

### Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

### Section 3. ACCEPTANCE

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

### Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

### Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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



500 W Monroe Street  
Chicago, IL 60661  
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Quote Number : QUOTE-1755343  
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**Section 6. TIME AND PLACE OF SERVICE**

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

**Section 7. CUSTOMER CONTACT**

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

**Section 8. INVOICING AND PAYMENT**

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

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

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

**Section 9. WARRANTY**

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

**Section 10. DEFAULT/TERMINATION**

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

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

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

**Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



## SERVICE AGREEMENT

500 W Monroe Street  
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Quote Number : QUOTE-1755343  
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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

### Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

### Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

### Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

### Section 15. COVENANT NOT TO EMPLOY

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

### Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

### Section 17. GENERAL TERMS

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

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

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





500 W Monroe Street  
Chicago, IL 60661  
(888) 325-9336

Quote Number : QUOTE-1755343  
Contract Number: USC000003488  
Contract Modifier: R12-MAY-22 01:21:57

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

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

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

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

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

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

Revised Oct 09, 2021



# SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-1755343  
Contract Number: USC000003488  
Contract Modifier: R12-MAY-22 01:21:57

## Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

**1. Applicability and Self Deletion.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.  
**NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.**

**2. Online Terms Acknowledgement.** The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

**3. Entire Agreement.** This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

**4. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

**Motorola Solutions, Inc.**

By: Wm. Ryan Bozman

Name: Ryan Bozman

Title: CSM

Date: 06/16/2022

**Customer:** \_\_\_\_\_

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

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

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

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



## **Statement of Work**

### **Contract Administration Services**

#### **1.0 Description of Services**

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

#### **2.0 Motorola has the following responsibilities:**

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

## Statement of Work

### Local Repair with Onsite Response

#### 1.0 Description of Services

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

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

#### 2.0 Motorola Servicer has the following responsibilities:

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

#### 3.0 Customer has the following responsibilities:



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

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 APPROVE AND EXECUTE THE ANNUAL MAINTENANCE SERVICE AGREEMENT WITH MOTOROLA, INC TO PROVIDE SERVICES TO THE JACKSON FIRE DEPARTMENT** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
VJ  
8/22/2022



OFFICE OF THE CITY ATTORNEY  
9/13/22

**ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE THE NFPA 1001-I-II COURSE TO THE CITY OF JACKSON FIRE DEPARTMENT AND AUTHORIZE THE MAYOR TO PAY A SEVENTY THOUSAND FIVE HUNDRED DOLLAR SERVICE FEE (ALL WARDS)**

**WHEREAS**, Section 45-11, 253 of the Mississippi Code gives the Mississippi Fire Personnel and Minimum Standards Board the authority to establish minimum training standards for fire personnel and certify such persons as being qualified; and

**WHEREAS**, the Mississippi Fire Personnel and Minimum Standards Board has promulgated training standards for fire personnel and mandates that candidates enroll and successfully complete the NFPA Firefighter 1001-I-II as a prerequisite to the issuance of certification; and

**WHEREAS**, the NFPA Firefighter 1001-I-II course may be taken on the campus of the Mississippi State Fire Academy or through a field delivery program; and

**WHEREAS**, the Jackson Fire Department has candidates which it recommends for participation in the Mississippi State Fire Academy through a field delivery program; and

**WHEREAS**, the field delivery program began August 1, 2022; and

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

- (1) The location of the field delivery program will be the Jackson Fire Department Training Facility; and
- (2) The Mississippi State Fire Academy will furnish to the course coordinator for the City of Jackson Fire Department the Fire Fighter NFPA 1001 I-II Field Course and a complete package to manage delivery of the course; and
- (3) ***Books will not be included*** in the materials furnished to the City of Jackson Fire Department, and the City of Jackson Fire Department is responsible for purchasing any required books from the textbook publisher; and
- (4) All documents and curriculum furnished to the City of Jackson Fire Department shall constitute property of the Mississippi State Fire Academy and may not be duplicated or used outside of the subject delivery; and
- (5) The Mississippi State Fire Academy will approve and administer all written and skill examinations; and

Agenda Item #21  
9.13.2022  
(Owens, Lumumba)

- (6) Certificates will be issued upon the successful completion of the course; and
- (7) The minimum number of candidates has been currently removed due to COVID-19 and the maximum number of candidates for the field delivery course is fifteen (15); and
- (8) The total cost of the service fee is seven thousand five hundred dollars (\$ 7,500.00), which is \$500.00 per candidate multiplied by fifteen (15) candidates which is being funded from account number 001.441.20.6419; and
- (9) The Mississippi State Fire Academy will invoice the City of Jackson Fire Department upon completion of the course and payment will become due within thirty (30) days of receipt of the invoice; and

**WHEREAS**, the best interest of the public health, safety, and welfare will be served by authorizing the Mayor to ratify and execute a Memorandum Of Understanding with the Mississippi State Fire Academy and authorize payment of the applicable service fee upon completion of the NFPA 1001-I-II course;

**IT IS HEREBY ORDERED** that the Mayor shall be authorized to execute the Memorandum Of Understanding with the Mississippi State Fire Academy for the NFPA 1001 I-II field delivery course.

**IT IS FURTHERED ORDERED** that the Mayor shall be authorize to ratify and execute the payment in an amount not to exceed seven thousand five hundred dollars (\$ 7,500.00) upon completion of the field delivery program from funds account number 001.441.20.6419.

Item No. \_\_\_\_\_

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

By: Lumumba, Owens

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET July 19, 2022**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief</b> <b>Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE THE NFPA 1001-I-II COURSE TO THE CITY OF JACKSON FIRE DEPARTMENT AND AUTHORIZE THE MAYOR TO PAY A SEVENTY-FIVE HUNDRED DOLLAR SERVICE FEE (ALL WARDS)</b>
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	<b>Who will be affected</b>	Citizens of Jackson and Metro Area
4.	<b>Benefits</b>	To provide exceptional emergency response to citizens and visitors
5.	<b>Schedule (beginning date)</b>	After council approval
6.	<b>Location:</b> <b>WARD</b>  <b>CITYWIDE (yes or no)</b> <b>(area)</b>  <b>Project limits if applicable</b>	ALL WARDS  CITY WIDE
7.	<b>Action implemented by:</b> <b>City Department</b> <input type="checkbox"/>  <b>Consultant</b> <input type="checkbox"/>	JACKSON FIRE DEPARTMENT
8.	<b>COST</b>	\$7,500.00
9.	<b>Source of Funding</b> <b>General Fund</b> <b>Grant</b> <input type="checkbox"/> <b>Bond</b> <input type="checkbox"/> <b>Other</b> <input type="checkbox"/>	GENERAL FUND ACCOUNT # 441.20.6419

## **MEMORANDUM**

**To: Chokwe Antar Lumumba, Mayor City of Jackson**

**From: Willie Owens, Chief of Fire Department**

**Date: July 19, 2022**

**Re: Ratify and Execute Mississippi State Fire Academy MOU to Conduct NFPA 1001-I-II Course to the Jackson Fire Department**

---

The fire department is asking for authorization to ratify and execute the Mississippi State Fire Academy MOU to conduct a NFPA 1001-I-II course for new recruits. Academy staff is to provide testing to the Jackson Fire Department's recruits that began on August 1, 2022.

The service fee is \$500.00 per student. The course cost is \$7,500. The total number of students attending this course is fifteen (15).

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

WO/ss



# STATE FIRE ACADEMY



Ferry Wages  
Executive Director

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

Mike Chaney  
Insurance Commissioner

## Memorandum of Understanding (Rev. 1/2022)

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

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

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

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

3. **DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER** Mississippi State Fire Academy (MSFA) shall provide the course **NFPA 1001-J-II**. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. **No books are included.** MSFA will administer all written and skill examinations.

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

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

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

Minimum Number: Currently removed Maximum Number: 15

5. **SERVICE FEE:** Total Cost: \$7500.00 And/or Cost Per Student: \$500

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

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

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

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

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

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

**6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:**

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

**7. INSURANCE:**

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

**8. GOVERNING LAW:**

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

**9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:**

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

**10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:**

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

**PARTIES IN AGREEMENT:**

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

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

 7/15/22  
\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Optional Signature/Date:

Academy Contact Regarding this Agreement:

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

Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

Customer Invoicing/Billing Address:  
\_\_\_\_\_  
\_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_

Please email to Lynn Tyler at: [lyler@mefc.ms.gov](mailto:lyler@mefc.ms.gov)  
Mississippi State Fire Academy  
#1 Fire Academy USA, Jackson MS 39208-9600  
601-932-2444



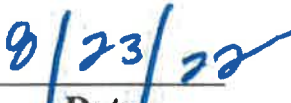
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE THE NFPA 1001-I-II COURSE TO THE CITY OF JACKSON FIRE DEPARTMENT AND AUTHORIZE THE MAYOR TO PAY A SEVEN THOUSAND FIVE HUNDRED DOLLAR SERVICE FEE is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney  
Victoria James, Deputy City Attorney 

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
V.J.  
9/24/22





**ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE  
MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE  
ACADEMY (MSFA) TO PROVIDE THE NFPA 1072 F COURSE TO THE CITY OF  
JACKSON FIRE DEPARTMENT (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY  
V.J.  
8/22/2022

**WHEREAS**, Section 45-11, 253 of the Mississippi Code gives the Mississippi Fire Personnel and Minimum Standards Board the authority to establish minimum training standards for fire personnel and certify such persons as being qualified; and

**WHEREAS**, the Mississippi Fire Personnel and Minimum Standards Board has promulgated training standards for fire personnel and mandates that candidates enroll and successfully complete the NFPA Firefighter 1072 F as a prerequisite to the issuance of certification; and

**WHEREAS**, the NFPA Firefighter 1072 F course may be taken on the campus of the Mississippi State Fire Academy or through a field delivery program; and

**WHEREAS**, the Jackson Fire Department has candidates which it recommends for participation in the Mississippi State Fire Academy through a field delivery program; and

**WHEREAS**, the field delivery program began August 1, 2022; and

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

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

(2) The Mississippi State Fire Academy will furnish to the course coordinator for the City of Jackson Fire Department the Fire Fighter NFPA 1001 I-II Field Course and a complete package to manage delivery of the course; and

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

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

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

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

Agenda Item #22  
9.13.2022  
(Owens, Lumumba)

(7) The minimum number of candidates has been currently removed due to COVID-19 and the maximum number of candidates for the field delivery course is fifteen (15); and

(8) The cost of the NFPA 1072 F course is \$0.00. This course is grant funded.

**WHEREAS**, the best interest of the public health, safety, and welfare will be served by authorizing the Mayor to ratify and execute a Memorandum of Understanding with the Mississippi State Fire Academy to conduct course NFPA 1072 F;

**IT IS HEREBY ORDERED** that the Mayor shall be authorized to ratify and execute the Memorandum of Understanding with the Mississippi State Fire Academy for the NFPA 1072 F field delivery course.

Item No. \_\_\_\_\_

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

By: Lumumba, Owens

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET August 15, 2022**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE THE NFPA 1072 F COURSE TO THE JACKSON FIRE DEPARTMENT (ALL WARDS)
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	<b>Who will be affected</b>	Citizens of Jackson and Metro Area
4.	<b>Benefits</b>	To provide exceptional emergency response to citizens and visitors
5.	<b>Schedule (beginning date)</b>	After council approval
6.	<b>Location:</b> <b>WARD</b>  <b>CITYWIDE (yes or no)</b> <b>(area)</b>  <b>Project limits if applicable</b>	ALL WARDS  CITY WIDE
7.	<b>Action implemented by:</b> <b>City Department</b> <input type="checkbox"/>  <b>Consultant</b> <input type="checkbox"/>	JACKSON FIRE DEPARTMENT
8.	<b>COST</b>	\$0.00 ( Grant Funded)
9.	<b>Source of Funding</b> <b>General Fund</b> <b>Grant</b> <input type="checkbox"/> <b>Bond</b> <input type="checkbox"/> <b>Other</b> <input type="checkbox"/>	

## MEMORANDUM

**To:** Chokwe Antar Lumumba, Mayor City of Jackson  
**From:** Willie Owens, Chief of Fire Department  
**Date:** August 15, 2022  
**Re:** Ratify and Execute Mississippi State Fire Academy MOU to Conduct NFPA 1072 F Course to the Jackson Fire Department

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The fire department is asking for authorization to ratify and execute the Mississippi State Fire Academy MOU to conduct a NFPA 1072 F course for new recruits. Academy staff is to provide testing to the Jackson Fire Department's recruits that began on August 1, 2022.

The service fee is \$0.00 per student. The course cost is grant funded.  
If you have questions or concerns, please let me know.

WO/ss



# STATE FIRE ACADEMY



**Terry Wages**  
Executive Director

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

**Mike Chaney**  
Insurance Commissioner

### Memorandum of Understanding (Rev. 9/2019)

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

**Customer Name:** Jackson Fire Department  
**Address:** 555 S. West Street  
**City, State Zip:** Jackson, MS 39201  
**Phone:** 601-981-1523  
**Fax:** 601-960-2076  
**Federal ID Number:**  
**Contact Person/Title:** George Horn / Chief of Training  
**Email Address:** ghorn@city.jackson.ms.us

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

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

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

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

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

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

Minimum Number: currently removed due to COVID Maximum Number: 15

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

Jackson FD 4 - Students

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

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

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

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

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

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

**6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:**

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

**7. INSURANCE:**

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

**8. GOVERNING LAW:**

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

**9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:**

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

**10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:**

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

**PARTIES IN AGREEMENT:**

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

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

  
\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Optional Signature/Date:

Academy Contact Regarding this Agreement:

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

Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

Customer Invoicing/Billing Address:  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_

Please email to [lvlar@msfa.ms.gov](mailto:lvlar@msfa.ms.gov), fax to 601-932-2819, or mail the original signature document to the Fire Academy at the following address:  
Mississippi State Fire Academy  
#1 Fire Academy USA Jackson MS 39208-9600

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE THE NFPA 1072 F COURSE TO THE JACKSON FIRE DEPARTMENT** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, *City Attorney*

Victoria James, *Deputy City Attorney* 

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
vj  
8/22/2022





**ORDER AUTHORIZING THE SALE OF LOST, STOLEN, ABANDONED, AND MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON FEBRUARY 11, 2023**

OFFICE OF THE CITY ATTORNEY  
VJ 2/11/2023

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

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

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

**IT IS HEREBY ORDERED** that motor vehicles and equipment be sold at a public auction to be held at 4225-C Michael Avalon Street on **FEBRUARY 11, 2023** pursuant to compliance with Section 21-39-21, Mississippi Code of 1972, as Amended.

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

Agenda Item #23  
9.13.2022  
(Davis, Lumumba)

# 5 CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

**February 11 2023**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description/Purpose</b>	Order Authorizing the Sale of Lost, Stolen, Abandon, Misplaced, and Deadline City Motor Vehicles and Equipment at a Public Auction on February 11, 2023.			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention and Quality of Life.			
3.	<b>Who will be affected</b>	City of Jackson Citizens, City Staff and Law Enforcement Personnel.			
4.	<b>Benefits</b>	To Generate Revenue for the Jackson Police Department			
5.	<b>Schedule (beginning date)</b>	ASAP			
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	ALL WARDS  CITY WIDE			
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Jackson Police Department			
8.	<b>COST</b>	N/A			
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	N/A			
10.	<b>EBO participation</b>	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 _____	



**Chief of Police**  
James E. Davis


**JACKSON POLICE DEPARTMENT**  
**Office of the Chief of Police**

**Assistant Chief of Police**  
Joseph Wade

## **Memorandum**

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**To:** Chokwe Lumumba, Mayor

**From:** James E. Davis, Chief of Police  8-16-22

**Date:** August 15, 2022

**Re:** **Order Authorizing The Sale of Lost, Stolen, Abandoned, Misplaced  
Motor Vehicles and Equipment at a Public Auction on February 11, 2023**

---

It is my recommendation that the Mayor on behalf of the City of Jackson, Mississippi approve the Order Authorizing the Sale of Motor Vehicles and Equipment at a public auction on February 11, 2023. The Jackson Police Department is scheduled to have a city-wide auction for unclaimed vehicles and equipment that are eligible for sale according to the Mississippi State Statute Code of 1972, Section 21-39-21. The requested date for the Auction is February 11, 2023, and the auction will be held at 4225-C Michael Avalon Street.

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 SALE OF LOST, STOLEN, ABANDONED, AND MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON FEBRUARY 11, 2023** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin, City Attorney**

**Victoria James, Deputy City Attorney**



**Date**

OFFICE OF THE CITY ATTORNEY  
8/23/22

**FEBRUARY 11, 2023  
AUCTION OF CITY OF JACKSON  
IMPOUNDED VEHICLES**

To all interested parties, known or unknown,

Pursuant to the MS State Code of 1972, Section 21-39-21, the City of Jackson, Mississippi, will sell at Public Auction, the impounded, abandoned, lost, stolen, or misplaced motor vehicles and equipment listed on the attached schedule. Unclaimed motor vehicles and equipment may be sold after the expiration of ninety (90) days from their receipt or recovery by the City of Jackson. The auction will be held at the City's Garage/Impound Lot facility located at 4225-C Michael Avalon Street on Saturday, February 11, 2023 starting at 10:00 a.m.

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

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

Jackson Police Department



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

## MEMORANDUM

**To:** Hinds County Justice Court House Building

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

**Date:** August 15, 2022

**Re:** Notice of Auction Ad

---

Please post the attached Notice of Auction of Impounded Vehicles for the **February 11, 2023** Auction Ad required by the Mississippi State Statute, Code of 1972, Section 21-39-21.

Jackson Police Department



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

## MEMORANDUM

**To:** Hinds County Chancery Court House Building

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

**Date:** August 15, 2022

**Re:** Notice of Auction Ad

---

Please post the attached Notice of Auction of Impounded Vehicles for the **February 11, 2023** Auction Ad required by the Mississippi State Statute, Code of 1972, Section 21-39-21.

Jackson Police Department



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

## MEMORANDUM

**To:** Jackson City Hall/City Clerk's Office

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

**Date:** August 15, 2022

**Re:** Notice of Auction Ad

---

Please post the attached Notice of Auction of Impounded Vehicles for the **February 11, 2023** Auction Ad required by the Mississippi State Statute, Code of 1972, Section 21-39-21.



OFFICE OF THE CITY ATTORNEY  
4/17/22 A.M.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE SERVICES AGREEMENT, ADDENDUM, AND SALES ORDER WITH LITECLOUD, INC. FOR LITECLOUD, INC. TO CONTINUE TO PROVIDE INTERNET SERVICE TO ALL DEPARTMENTS WITHIN THE CITY OF JACKSON**

**WHEREAS**, the Department of Information Technology Information Systems Division is committed to providing high-performance network connectivity to enhance internet service to all City of Jackson employees; and

**WHEREAS**, on July 3, 2018, the Jackson City Council authorized the Mayor to execute an agreement with LiteCloud, Inc. to increase broadband access from 10Gbps to 100Gbps in the City of Jackson in three (3) phases over 36 months; and

**WHEREAS**, the Information Systems Division intended for the City of Jackson to become an Internet Service provider when the City of Jackson entered into an agreement with LiteCloud, Inc. to increase broadband access from 10Gbps to 100Gbps; and

**WHEREAS**, the Information Systems Division determined that the City of Jackson could not supply internet services due to current agreements between the City of Jackson and other internet service providers; and

**WHEREAS**, the Information Systems Division determined that the City of Jackson is only utilizing 40Gbps of internet bandwidth; and

**WHEREAS**, the procurement for the acquisition of a contract for purely internet services is exempt from the competitive bidding requirements provided in the public purchasing statutes; and

**WHEREAS**, the Information Technology department received a quote from LiteCloud, Inc., the City of Jackson's current internet service provider; and

**WHEREAS**, LiteCloud, Inc. offered the City of Jackson a new proposal that reduces the bandwidth from 100Gbps to 40 Gbps; and

**WHEREAS**, LiteCloud, Inc., located at 29 W West Street, Baltimore, Maryland 21230, proposes a three-year term that will reduce the cost of internet service from \$10,650.00 per month to \$8,225.00 per month.

**IT IS THEREFORE ORDERED** that the Mayor is hereby authorized to execute a Services Agreement, Addendum, and Sales Order with LiteCloud, Inc. to continue to provide internet services to the City of Jackson at an amount not to exceed \$8,225.00 per month beginning upon execution through September 1, 2025.

Agenda Item #24  
9.13.2022  
(Reid, Lumumba)

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR EXECUTE A SERVICES AGREEMENT, ADDENDUM, AND SALES ORDER WITH LITECLOUD, INC. FOR LITECLOUD, INC. TO CONTINUE TO PROVIDE INTERNET SERVICE TO ALL DEPARTMENTS WITHIN THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney d.m.

Date

9/7/22

OFFICE OF THE CITY ATTORNEY  
9/16/22

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

08/30/2022

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>						
1.	<b>Brief Description/Purpose</b>	LiteCloud to continue to be the Internet service provider for the City of Jackson.						
2.	<b>Purpose</b>	The Department of Information Technology, needs to continue service with LiteCloud, an Internet Service provider, for Internet service.						
3.	<b>Who will be affected</b>	All City Departments						
4.	<b>Benefits</b>	Provide Internet service for the City of Jackson.						
5.	<b>Schedule (beginning date)</b>	Upon Execution						
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	CITYWIDE						
7.	<b>Action implemented by;</b> ■ <b>City Department</b> <input type="checkbox"/>  ■ <b>Consultant</b> <input type="checkbox"/>	Department of Information Technology						
8.	<b>COST</b>	\$8,225 per month						
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	General fund from all City departments budget						
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes _____	no _____	N/A	<u>  X  </u>
		AABE	_____ %	WAIVER	yes _____	no _____	N/A	<u>  X  </u>
		WBE	_____ %	WAIVER	yes _____	no _____	N/A	<u>  X  </u>
		HBE	_____ %	WAIVER	yes _____	no _____	N/A	<u>  X  </u>
		NABE	_____ %	WAIVER	yes _____	no _____	N/A	<u>  X  </u>

Revised 2-04

Department of Administration



Post Office Box 17  
Jackson, Mississippi 39205-0017

Chokwe A. Lumumba  
*Mayor of the City of Jackson*

## MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Dr. Muriel Reid  
Director of Information Systems

**DATE:** August 30, 2022

**SUBJECT:** LiteCloud, an Internet service provider, to continue providing Internet service for the City of Jackson.

---

The Department of Information Technology needs to continue receiving services from LiteCloud, for Internet services, for the City of Jackson. The new agreement will decrease our monthly cost from \$40,000 per month, to \$8225.00 per month, and reduce the bandwidth from 100Gbps to 40Gbps.

The original intent for the 100Gbps bandwidth, was for the City of Jackson to become an Internet service provider. It was later determined that this was not feasible, for the City of Jackson at this time. By granting approval of the new service agreement, the City of Jackson will realize an annual cost savings of \$381,300.

Maurice Matory

Cybersecurity Manager

OFFICE OF THE CITY ATTORNEY  
Lynn St. 3  
6/27/18

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LITECLOUD, INC. TO INCREASE BROADBAND ACCESS FROM 10G TO 100G IN THE CITY OF JACKSON IN THREE (3) PHASES OVER 36 MONTHS**

**WHEREAS**, the City of Jackson desires to enter into an agreement with LiteCloud, Inc. to increase broadband access in the City of Jackson from 10Gbps to 100Gbps; and

**WHEREAS**, this agreement will benefit the City of Jackson government, the medical corridor, institutions of higher education, and the Jackson Public School District; and

**WHEREAS**, the governing authorities approved the contract with LiteCloud for the first phase of the upgrade on June 5, 2018; and

**WHEREAS**, LiteCloud will need to conduct three more phases to allow the City to get to the 100Gbps of speed; and

**WHEREAS**, Phase 2 of the agreement will begin in October of 2018 and will cost a one-time implantation fee of \$3,000 and a monthly implantation fee of \$10,650 per month for 36 months; and

**WHEREAS**, Phase 3 of the agreement will begin on November of 2018 and will cost a one-time implantation fee of \$3,000 and a monthly implantation fee of \$10,650 per month for 36 months; and

**WHEREAS**, Phase 4 of the agreement will begin in December of 2018 and will cost a one-time implementation fee of \$3,000 and a monthly implantation fee of \$10,650 per month for 36 months; and

**WHEREAS**, the total monthly fee paid to LiteCloud for phases 2, 3, and 4 of the agreement will be \$31,950 per month; and

**WHEREAS**, the term of the agreement will be for thirty-six months; and

**WHEREAS**, the total one-time fee for phases 2, 3, and 4 of this agreement are \$9,000; and

**WHEREAS**, the Chief Administrator Office believes that this agreement is in the best interest of the City of Jackson.

**IT IS HEREBY ORDERED**, that the Mayor is authorized to execute an agreement with LiteCloud for Phase 2 of the broadband agreement for a one-time cost of \$3,000 and a monthly cost of \$10,650 for a 36 month period; and

**IT IS FURTHER ORDERED**, that the Mayor is authorized to execute an agreement with LiteCloud for Phase 3 of the broadband agreement for a one-time cost of \$3,000 and a monthly cost of \$10,650 a 36 month period; and

**IS FINALLY ORDERED**, that the Mayor is authorized to execute an agreement with LiteCloud Phase 4 of the broadband agreement for a one-time cost of \$3,000 and a monthly cost of \$10,650 a 36 month period.

Item #24  
07-03-18  
Blaine, Lumumba

Approved  
Yeas- Banks, Foote, Lindsay, Priester, Stamps, and Tillman  
Nays- None  
Absent- Stokes

Item #24  
07-03-18  
Blaine, Lumumba



OFFICE OF THE CITY ATTORNEY  
AUM  
8/8/22

**ORDER RATIFYING AND AUTHORIZING PAYMENT TO IMMIXTECHNOLOGY, INC. TO COVER THE COST OF HARDWARE AND SOFTWARE MAINTENANCE AND TRAINING FOR THE CITY OF JACKSON'S KRONOS WORKFORCE TIMEKEEPING SYSTEM AND THE FIRE DEPARTMENT'S KRONOS TELESTAFF SOFTWARE**

**WHEREAS**, on March 16, 2021, the Jackson City Council authorized the Mayor to execute an agreement with immixTechnology, Inc. for the purchase of a maintenance agreement for the City of Jackson's Kronos Telestaff System and the Kronos timekeeping system; and

**WHEREAS**, the Fire Department relies heavily on the Kronos Telestaff software that provides an automated system to allow the City of Jackson to manage public safety schedules and communications and to utilize prebuilt schedules and rosters to ensure that staffing levels are always maintained and validated against specific rules based on assignment and overtime; and

**WHEREAS**, immixTechnology, Inc., a subsidiary of Immix Group, proposes to the City of Jackson, Mississippi, a one-year license for 340 subscriptions for the Workforce TeleStaff Enterprise v.7.1 and bundle (includes TSG Enterprise, Global Access, Gateway Manager, Institution Focus, and Contract Manager) at \$103.8300 per license in an amount not to exceed Thirty-Five Thousand, Three Hundred and Two Dollars and Twenty Cents (\$35,302.20); and

**WHEREAS**, the cost of the Kronos Telestaff will be paid out of the Jackson Fire Department's budget; and

**WHEREAS**, immixTechnology, Inc. also provides maintenance support for the Kronos Workforce timekeeping system that is utilized throughout all City departments to efficiently manage and track employee's time using automated methods; and

**WHEREAS**, immixTechnology, Inc. also proposes to the City of Jackson, Mississippi, a one-year subscription to cover training (\$6,668.13), hardware maintenance (\$23,644.14), and software maintenance (\$80,173.27) of the Kronos timekeeping system that will be paid from the Department of Information Technology's budget in an amount not to exceed One Hundred Ten Thousand Four Hundred and Eighty-Five Dollars and Fifty-Four Cents (\$110,485.54); and

**WHEREAS**, the cost of the Kronos Workforce timekeeping system will be paid out of the Department of Information Technology's budget; and

**WHEREAS**, immixTechnology, Inc. has entered into a General Services Administration Multiple Award Schedule Program, Contract No. GS-35F-0265X, which was developed to assist federal employees in purchasing products and services related to the Kronos software that contain pre-negotiated prices, delivery terms, warranties, and other terms and conditions; and

**WHEREAS**, the Mississippi Code of 1972 Annotated, Section 31-7-59 states that any municipality of over one hundred thousand (100,000) population, according to the latest decennial census and qualified to do so, is hereby empowered to purchase from the General Services Administration of the United States of America, without advertising for bids, any and all articles

Agenda Item #25  
9.13.2022  
(Reid, Lumumba)

of supplies and equipment necessary for the operation of said municipality so long as the purchase price of such article is below the purchase price of similar articles on a state contract accepted by the Office of General Services; and

**WHEREAS**, Section 31-7-59 further provides that the supplies and equipment may likewise be purchased from the General Services Administration without advertising for bids even though the Office of the General Services does not have the same listed on statewide contracts so long as the purchase price thereof is ten percent (10%) below the latest purchase price of comparable supplies and equipment; and

**WHEREAS**, upon present information and belief, the purchase price of the specific Kronos Incorporated products and services listed within this Order are not listed on a state contract and that the purchase price is below the latest purchase price of comparable supplies and equipment; and

**IT IS THEREFORE ORDERED** that the Department of Information Technology is authorized to purchase training and hardware and software maintenance for one year from immixTechnology, Inc. in an amount not to exceed One Hundred Ten Thousand Four Hundred and Eighty-Five Dollars and Fifty-Four Cents (\$110,485.54) for the period beginning on June 26, 2022, through June 25, 2023.

**IT IS FURTHER ORDERED**, that the Fire Department is authorized to purchase Kronos Telestaff maintenance support for one year Thirty-Five Thousand, Three Hundred and Two Dollars, and Twenty Cents (\$35,302.20) for the period beginning on May 7, 2022, lasting through May 6, 2023.



## MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Dr. Muriel J. Reid, Interim Director  
Department of Information Technology

Date: 6/15/2022

Re: Kronos Software Support Renewal

---

The City of Jackson purchased Kronos software from Immix Technology, Inc ("Immix"). The City uses the Kronos software for its timekeeping system.

The maintenance agreement on the Kronos software expires on June 25, 2022 and must be renewed. Immix is the sole provider of maintenance support for Kronos and the cost associated with renewal is \$110,485.54.

The maintenance support agreement for this software will benefit all City departments by ensuring that our Kronos system is running at optimal performance levels.

I recommend that we renew this support agreement.

MJR/saw

# Sales Quotation

Fred Wilson  
 City of Jackson  
 Information Systems  
 353 South Congress Street  
 Jackson, MS 39201  
 PH: 601.960.1395  
 fwilson@city.jackson.ms.us

**Contract No.:** GS-35F-0265X  
**CAGE Code:** 3CA29  
**DUNS No.:** 09-869-2374  
**TAX ID#:** 54-1912608  
**Terms:** NET 30  
**FOB:** Destination

**Quote Number:** QUO-1262928-P9J9H8  
**Quote Date:** 1/5/2022  
**Expiration Date:** 6/26/2022

**Order Address:**  
 immixTechnology, Inc.  
 8444 Westpark Drive, Suite 200  
 McLean, VA 22102  
 PH: 703-752-0610 FX: 703-752-0611

**immixTechnology, Inc. Contact:** Outsama, Tony  
 +1 703-712-4998 Tony.Outsama@immixgroup.com

**Manufacturer Quote #:**  
**Manufacturer Ref #:** 6107879

**Manufacturer Contact:** Figueira, Mary  
 978 947 4655 Mary.Figueira@Kronos.com

Please reference ImmixTechnology's "QUO" quote number and Government Contract number on any purchase orders issued against this quote.

PLEASE DO NOT MAIL PURCHASE ORDERS VIA US POSTAL SERVICE. Please email purchase order to kronos@immixgroup.com

PLEASE REFERENCE THE 'NET TERMS' ON THE PURCHASE ORDER.

Please include any tax-exempt certificates, where applicable.

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8604315-001GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Teletime IP V8, Base System, 5 lines** TRUSTED PRODUCT **	1	\$2,776.7700	\$2,776.77
Period of Performance: 6/26/2022 to 6/25/2023.							
2	8800175-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT **	2750	\$8.2900	\$22,797.50
Period of Performance: 6/26/2022 to 6/25/2023.							
3	8800177-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Employee V8 - per employee** TRUSTED PRODUCT **	2300	\$8.0900	\$14,007.00
Period of Performance: 6/26/2022 to 6/25/2023.							
4	8800178-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	250	\$67.5800	\$16,895.00
Period of Performance: 6/26/2022 to 6/25/2023.							
5	8800183-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Absence Manager V8 - per employee** TRUSTED PRODUCT **	2300	\$7.5900	\$17,457.00
Period of Performance: 6/26/2022 to 6/25/2023.							
6	8800185-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **	2750	\$1.2500	\$3,437.50
Period of Performance: 6/26/2022 to 6/25/2023.							
7	8800187-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Mobile Employee V8 - per employee** TRUSTED PRODUCT **	500	\$1.1000	\$550.00
Period of Performance: 6/26/2022 to 6/25/2023.							

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
8	8800188-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Mobile Manager V8 - per employee** TRUSTED PRODUCT **	250	\$9.0100	\$2,252.50
Period of Performance: 6/26/2022 to 6/25/2023.							
Group Total:							\$80,173.27
9	99X9000-001	GS-35F-0265X	HW MNT	DEPOT EXCHANGE FOR KRONOS INTOUCH 9000 H1, STANDARD, B/C** TRUSTED PRODUCT **	48	\$229.2000	\$11,001.60
Period of Performance: 6/26/2022 to 6/25/2023.							
10	99X9000-018	GS-35F-0265X	HW MNT	Depot Exchange Maintenance for KRONOS INTOUCH 9100 H2, STANDARD, KR B/C** TRUSTED PRODUCT **	9	\$229.2000	\$2,062.80
Period of Performance: 6/26/2022 to 6/25/2023.							
11	99X9000-028	GS-35F-0265X	HW MNT	Kronos InTouch, H3 Standard Enclosure, with Bar Code Badge Reader Depot Exchange** TRUSTED PRODUCT **	11	\$229.2000	\$2,521.20
Period of Performance: 6/26/2022 to 6/25/2023.							
12	99X9000-018	GS-35F-0265X	HW MNT	Depot Exchange Maintenance for KRONOS INTOUCH 9100 H4, STANDARD, KR B/C** TRUSTED PRODUCT **	4	\$229.2000	\$916.80
Period of Performance: 6/26/2022 to 6/25/2023.							
13	99X9020-001	GS-35F-0265X	HW MNT	Depot Exchange for Kronos Touch ID Biometric Verification/Identification Option** TRUSTED PRODUCT **	64	\$96.5100	\$6,176.64
Period of Performance: 6/26/2022 to 6/25/2023.							
14	99X9043-001	GS-35F-0265X	HW MNT	Kronos Touch ID Biometric Option for H1/H2/H3 INTOUCH** TRUSTED PRODUCT **	6	\$96.5100	\$579.06
Period of Performance: 6/26/2022 to 6/25/2023.							
15	99X9043-001	GS-35F-0265X	HW MNT	Kronos Touch ID Biometric Option for InTouch H3 / H4 Depot Exchange** TRUSTED PRODUCT **	4	\$96.5100	\$386.04
Period of Performance: 6/26/2022 to 6/25/2023.							
Group Total:							\$23,644.14
16	ED-SUBSCRIPTION - 2501-5000	GS-35F-0265X	TR	KnowledgePass Ed Services Subscription 2501-5000 (POP 6.26.2022 - 6.25.2023)** TRUSTED PRODUCT **	1	\$6,668.1300	\$6,668.13
Group Total:							\$6,668.13

HARDWARE MAINTENANCE	\$23,644.14
SW MAINTENANCE	\$80,173.27
TRAINING	\$6,668.13
<b>Grand Total</b>	<b>\$110,485.54</b>

IM00615 - SID 6107879  
06/26/22 - 06/25/23

Subject to the Terms and Conditions of GSA MAS Contract Number GS-35F-0265X; See GSA eLibrary:  
<http://www.gsaelibrary.gsa.gov/ElibMain/home.do>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.  
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:  
[http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program\\_Guarantee-and-Warranty.pdf](http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf)

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

**6/15/2022**

**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
1. <b>Brief Description</b>	Annual Maintenance renewal for the Kronos software.																																													
2. <b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Changes in City Government																																													
3. <b>Who will be affected</b>	All Departments																																													
4. <b>Benefits</b>	Immix Technology, Inc., will continue to provide maintenance support for the Kronos software.																																													
5. <b>Schedule (beginning date)</b>	Final date of execution by both parties.																																													
6. <b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	Citywide																																													
7. <b>Action implemented by:</b> ■ <b>City Department</b> <input type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	City Department																																													
8. <b>COST</b>	\$110,485.54																																													
9. <b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	Account # 004-90400-6464																																													
10. <b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
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Kronos Incorporated  
900 Chelmsford Street  
Lowell, MA 01851

+1 978 250 9800  
+1 978 367 5900  
www.kronos.com

July 29, 2022

immixTechnology, Inc.  
8444 Westpark Drive  
Suite 200  
McLean, VA 22102

Re: Letter of Confirmation  
City of Jackson

**LETTER OF CONFIRMATION**

Kronos Incorporated ("Manufacturer") confirms and agrees to support immixTechnology, Inc. as a reseller with a GSA schedule for the provision of Depot Exchange Support Services, and Workforce Central Scheduler, Timekeeper, and Manager licenses to the City of Jackson.

This letter confirms that immixTechnology, Inc., a subsidiary of immixGroup, Inc., has the only GSA contract with these specific Kronos Incorporated products and services, GSA Schedule No. GS-35F-0265X. Furthermore, immixTechnology, Inc., is in good standing with Manufacturer and is authorized to resell such Manufacturer products, as set forth on the GSA Schedule No. GS-35F-0265X, to the City of Jackson, and to all other Federal agencies and public entities who can legally purchase under such contract.

If you have any questions, please contact Brian Coopman at [Brian.Coopman@ukg.com](mailto:Brian.Coopman@ukg.com) or at 978-955-6262.

Sincerely,

*Brian A. Coopman*

Brian Coopman

OFFICE OF THE CITY ATTORNEY  
AUM  
8/8/22

**ORDER RATIFYING AND AUTHORIZING PAYMENT TO IMMIXTECHNOLOGY, INC. TO COVER THE COST OF HARDWARE AND SOFTWARE MAINTENANCE AND TRAINING FOR THE CITY OF JACKSON'S KRONOS WORKFORCE TIMEKEEPING SYSTEM AND THE FIRE DEPARTMENT'S KRONOS TELESTAFF SOFTWARE**

**WHEREAS**, on March 16, 2021, the Jackson City Council authorized the Mayor to execute an agreement with immixTechnology, Inc. for the purchase of a maintenance agreement for the City of Jackson's Kronos Telestaff System and the Kronos timekeeping system; and

**WHEREAS**, the Fire Department relies heavily on the Kronos Telestaff software that provides an automated system to allow the City of Jackson to manage public safety schedules and communications and to utilize prebuilt schedules and rosters to ensure that staffing levels are always maintained and validated against specific rules based on assignment and overtime; and

**WHEREAS**, immixTechnology, Inc., a subsidiary of Immix Group, proposes to the City of Jackson, Mississippi, a one-year license for 340 subscriptions for the Workforce TeleStaff Enterprise v.7.1 and bundle (includes TSG Enterprise, Global Access, Gateway Manager, Institution Focus, and Contract Manager) at \$103.8300 per license in an amount not to exceed Thirty-Five Thousand, Three Hundred and Two Dollars and Twenty Cents (\$35,302.20); and

**WHEREAS**, the cost of the Kronos Telestaff will be paid out of the Jackson Fire Department's budget; and

**WHEREAS**, immixTechnology, Inc. also provides maintenance support for the Kronos Workforce timekeeping system that is utilized throughout all City departments to efficiently manage and track employee's time using automated methods; and

**WHEREAS**, immixTechnology, Inc. also proposes to the City of Jackson, Mississippi, a one-year subscription to cover training (\$6,668.13), hardware maintenance (\$23,644.14), and software maintenance (\$80,173.27) of the Kronos timekeeping system that will be paid from the Department of Information Technology's budget in an amount not to exceed One Hundred Ten Thousand Four Hundred and Eighty-Five Dollars and Fifty-Four Cents (\$110,485.54); and

**WHEREAS**, the cost of the Kronos Workforce timekeeping system will be paid out of the Department of Information Technology's budget; and

**WHEREAS**, immixTechnology, Inc. has entered into a General Services Administration Multiple Award Schedule Program, Contract No. GS-35F-0265X, which was developed to assist federal employees in purchasing products and services related to the Kronos software that contain pre-negotiated prices, delivery terms, warranties, and other terms and conditions; and

**WHEREAS**, the Mississippi Code of 1972 Annotated, Section 31-7-59 states that any municipality of over one hundred thousand (100,000) population, according to the latest decennial census and qualified to do so, is hereby empowered to purchase from the General Services Administration of the United States of America, without advertising for bids, any and all articles

Agenda Item #26  
9.13.2022  
(Reid, Lumumba)

of supplies and equipment necessary for the operation of said municipality so long as the purchase price of such article is below the purchase price of similar articles on a state contract accepted by the Office of General Services; and

**WHEREAS**, Section 31-7-59 further provides that the supplies and equipment may likewise be purchased from the General Services Administration without advertising for bids even though the Office of the General Services does not have the same listed on statewide contracts so long as the purchase price thereof is ten percent (10%) below the latest purchase price of comparable supplies and equipment; and

**WHEREAS**, upon present information and belief, the purchase price of the specific Kronos Incorporated products and services listed within this Order are not listed on a state contract and that the purchase price is below the latest purchase price of comparable supplies and equipment; and

**IT IS THEREFORE ORDERED** that the Department of Information Technology is authorized to purchase training and hardware and software maintenance for one year from immixTechnology, Inc. in an amount not to exceed One Hundred Ten Thousand Four Hundred and Eighty-Five Dollars and Fifty-Four Cents (\$110,485.54) for the period beginning on June 26, 2022, through June 25, 2023.

**IT IS FURTHER ORDERED**, that the Fire Department is authorized to purchase Kronos Telestaff maintenance support for one year Thirty-Five Thousand, Three Hundred and Two Dollars, and Twenty Cents (\$35,302.20) for the period beginning on May 7, 2022, lasting through May 6, 2023.





## **MEMORANDUM**

**Date:** June 15, 2022  
**To:** Fidelis Malembeka, Chief Financial Officer  
**From:** Dr. Muriel J. Reid, Interim Director (IT)  
**Subject:** Kronos Telestaff Software Support Renewal

The City of Jackson purchased Kronos Telestaff software from Immix Technology, Inc ("Immix"). The City uses the Kronos Telestaff software for its timekeeping system.

Kronos Telestaff is an automated way to manage public safety schedules and communications. There are Prebuilt schedules and rosters being utilized ensuring that staffing levels are always maintained and validated against specific rules.

I recommend that we renew this support agreement.

FM/mjr

# Sales Quotation

Sharon Smith  
 City of Jackson  
 200 South President Street  
 Jackson, MS 39201  
 PH: 601-960-2310  
 sdcsmith@city.jackson.ms.us

**Contract No.:** GS-35F-0265X  
**CAGE Code:** 3CA29  
**DUNS No.:** 09-869-2374  
**TAX ID#:** 54-1912608  
**Terms:** NET 30  
**FOB:** Destination

**Quote Number:** QUO-1291780-L4Z8P6  
**Quote Date:** 5/4/2022  
**Expiration Date:** 6/30/2022

**Order Address:**  
 immixTechnology, Inc.  
 8444 Westpark Drive, Suite 200  
 McLean, VA 22102  
 PH: 703-752-0610 FX: 703-752-0611

**immixTechnology, Inc. Contact:** Outsama, Tony  
 +1 703-712-4998 Tony.Outsama@immixgroup.com

**Manufacturer Quote #:**  
**Manufacturer Ref #:**

**Manufacturer Contact:** Shaw, Gina  
 978-947-8418 gina.shaw@Kronos.com

Please reference ImmixTechnology's "QUO" quote number and Government Contract number on any purchase orders issued against this quote.

PLEASE DO NOT MAIL PURCHASE ORDERS VIA US POSTAL SERVICE. Please email purchase order to kronos@immixgroup.com

PLEASE REFERENCE THE 'NET TERMS' ON THE PURCHASE ORDER.

Please include any tax-exempt certificates, where applicable.

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8604488-000-BUNDLE-SAAS	GS-35F-0265X	XAAS	Workforce TeleStaff Enterprise v7.1 +BUNDLE (includes TSG Enterprise, Global Access, Gateway Manager, Institution Focus, and Contact Manager) - per Employee per Month - NOTE: ONLY AVAILABLE TO NET NEW TELESTAFF CUSTOMERS (340 Lic x 12 months** TRUSTED PRODUCT **	340	\$103.8300	\$35,302.20
Period of Performance: 5/7/2022 to 5/8/2023.							
<b>ANYTHING AS A SERVICE</b>							<b>\$35,302.20</b>
<b>Grand Total</b>							<b>\$35,302.20</b>

IM00324 - SID 6107879  
 05/07/22 - 05/06/23

Subject to the Terms and Conditions of GSA MAS Contract Number GS-35F-0265X; See GSA eLibrary:  
<http://www.gsaelibrary.gsa.gov/ElibMain/home.do>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program. immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:  
[http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program\\_Guarantee-and-Warranty.pdf](http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf)

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

8/4/2022  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>	
1.	<b>Brief Description/Purpose</b>	<b>Execute a maintenance agreement with Immix Technology, Inc., to provide ongoing maintenance for the Kronos Telestaff system.</b>	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Changes in City Government	
3.	<b>Who will be affected</b>	Fire Department	
4.	<b>Benefits</b>	Immix Technology, Inc., will continue to provide maintenance support for the Kronos Telestaff software	
5.	<b>Schedule (beginning date)</b>	Final date of execution by both parties.	
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	CITY WIDE	
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Fire Department	
8.	<b>COST</b>	\$35,302.20	
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund 001.441.20.6419	
10.	<b>EBO participation</b>	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 ___



Kronos Incorporated  
900 Chelmsford Street  
Lowell, MA 01851

+1 978 250 9800  
+1 978 367 5900  
[www.kronos.com](http://www.kronos.com)

July 29, 2022

immixTechnology, Inc.  
8444 Westpark Drive  
Suite 200  
McLean, VA 22102

Re: Letter of Confirmation  
City of Jackson

**LETTER OF CONFIRMATION**

Kronos Incorporated ("Manufacturer") confirms and agrees to support immixTechnology, Inc. as a reseller with a GSA schedule for the provision of Depot Exchange Support Services, and Workforce Central Scheduler, Timekeeper, and Manager licenses to the City of Jackson.

This letter confirms that immixTechnology, Inc., a subsidiary of immixGroup, Inc., has the only GSA contract with these specific Kronos Incorporated products and services, GSA Schedule No. GS-35F-0265X. Furthermore, immixTechnology, Inc., is in good standing with Manufacturer and is authorized to resell such Manufacturer products, as set forth on the GSA Schedule No. GS-35F-0265X, to the City of Jackson, and to all other Federal agencies and public entities who can legally purchase under such contract.

If you have any questions, please contact Brian Coopman at [Brian.Coopman@ukg.com](mailto:Brian.Coopman@ukg.com) or at 978-955-6262.

Sincerely,

*Brian A. Coopman*

Brian Coopman

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROPOSAL SUBMITTED BY DIXIE ROOFING, INC. OF MISSISSIPPI TO REPLACE AND REPAIR THE ROOF OF THE TOUGALOO COMMUNITY CENTER AND AUTHORIZING PAYMENT OF FORTY-SIX THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS AND NO CENTS.**

OFFICE OF THE CITY ATTORNEY  
J.C.M.  
9/13/22

**WHEREAS**, the Tougaloo Community Center is one of the six (6) senior centers under the auspices of the Department of Human and Cultural Services; and

**WHEREAS**, the Tougaloo Community Center's roof needs repairs to ensure the safety and well-being of the City of Jackson's seniors, citizens, and patrons at the center; and

**WHEREAS**, the Department of Human and Cultural Services solicited and obtained three written competitive bids to replace and repair the entire roof at the Tougaloo Community Center, without publishing or posting advertising for bids, as required by Section 31-7-13(b) of the Mississippi Code of 1972; and

**WHEREAS**, Dixie Roofing, Inc. of Mississippi, located at 1936 Highway 51, Winona, Mississippi 38967, submitted the lowest and best bid in the amount of Forty-Six Thousand Eight Hundred and Seventy-Five Dollars and No Cents (\$46,875.00); and

**WHEREAS**, Dixie Roofing Inc. of Mississippi submitted a proposal that set forth the following scope of work and provisions:

- a) Remove loose debris, broom clean, then roof over existing roof.
- b) Furnish and install slip sheet.
- c) Furnish and install sixty (60) mil TPO white single ply roof system with bronze trim per manufacturer's specifications.
- d) Furnish and install four (4) new retro drains (no plumbing).
- e) Clean up trash generated by Dixie Roofing and haul away.
- f) Provide a two (2) year guarantee on workmanship.
- g) Furnish a twenty (20) year roof warranty.
- h) City of Jackson is responsible for getting any building permits that may be required.
- i) If a satellite is mounted to the roof, it may need to be realigned at the owner's expense after the roof has been installed. It would be best if mounted in an alternate location, such as fascia board.
- j) Balance is due upon substantial completion of the job. There will be no warranty issued until full payment is received. If payment is not received upon completion, a lien will be placed on the property.
- k) All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control.

Agenda Item #27  
9.13.2022  
(Kidd, Lumumba)

**WHEREAS**, upon request, Dixie Roofing, Inc. of Mississippi shall furnish a certificate of liability insurance to the City of Jackson.

**IT IS HEREBY ORDERED** that the Mayor is authorized to execute the proposal submitted by Dixie Roofing, Inc. of Mississippi for the necessary repairs and replacement of the roof at the Tougaloo Community Center and authorizing payment in an amount not to exceed Forty-Six Thousand Eight Hundred and Seventy-Five Dollars and No Cents (\$46,875.00).

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

**DATE: 8/18/22**

<b>POINTS</b>		<b>COMMENTS</b>						
1.	<b>Brief Description/Purpose</b>	Order authorizing the Mayor to execute a proposal submitted by Dixie Roofing, Inc. of Mississippi to replace and repair the roof of the Tougaloo Community Center and authorizing payment of forty-six thousand eight hundred and seventy-five dollars and no cents (\$46,875.00).						
2.	<b>Public Policy Initiative</b> <ul style="list-style-type: none"> <li>○ Youth &amp; Education</li> <li>○ Crime Prevention</li> <li>○ Changes in City Government</li> <li>○ Neighborhood Enhancement</li> <li>○ Economic Development</li> <li>○ Infrastructure and Transportation</li> <li>○ Quality of Life</li> </ul>	Quality of Life						
3.	<b>Who will be affected</b>	Citizens and patrons of the City of Jackson will be affected.						
4.	<b>Benefits</b>	Services will improve the quality of life for citizens and patrons of the City of Jackson.						
5.	<b>Schedule</b> (Beginning date) (Completion date)	October 1, 2022 – October 31, 2022						
6.	<b>Location:</b> Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide						
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>○ Mayor's Office</li> <li>○ City Department</li> <li>○ Consultant</li> </ul>	Department of Human and Cultural Services						
8.	<b>COST</b>	\$46,875.00						
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>○ General Fund</li> <li>○ Enterprise</li> <li>○ Grant</li> <li>○ Bond</li> </ul> Other	Bond #403.43366.6812						
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>

**MEMO**

**TO:** The Honorable Chokwe A. Lumumba  
Mayor

**FROM:** Adriane Kidd, Ed.D., Director  
Department of Human and Cultural Services

**DATE:** August 18, 2022

**SUBJECT: ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROPOSAL  
SUBMITTED BY DIXIE ROOFING, INC. OF MISSISSIPPI TO  
REPLACE AND REPAIR THE ROOF OF THE TOUGALOO  
COMMUNITY CENTER AND AUTHORIZING PAYMENT OF FORTY-  
SIX THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE DOLARS  
AND NO CENTS**

---

This agenda item authorizes the Mayor to execute a proposal submitted by Dixie Roofing, Inc. of Mississippi to replace and repair the roof of the Tougaloo Community Center and authorizes payment of forty-six thousand eight hundred seventy-five dollars and no cents (\$46,875.00).

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

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROPOSAL SUBMITTED BY DIXIE ROOFING, INC. OF MISSISSIPPI TO REPLACE AND REPAIR THE ROOF OF THE TOUGALOO COMMUNITY CENTER AND AUTHORIZING PAYMENT OF FORTY-SIX THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS AND NO CENTS is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney  
Sondra Moncure, Deputy City Attorney *S.M.*

8/18/22  
Date

OFFICE OF THE CITY ATTORNEY  
*S.M.*  
*8/18/22*

# Proposal

Since 1966



## DIXIE ROOFING, INC. (OF MISSISSIPPI)

1936 HIGHWAY 51 - WINONA, MS 38967  
 PHONE 662-283-4463 • FAX 662-283-3009  
 www.dixieroofinginc.net



**"We Have An Obligation To The Public To Do First Class Work. Anything Inferior Is Cheating"**  
 Celebrating over 55 Years!

PROPOSAL SUBMITTED TO	PHONE	DATE
City of Jackson	601 906 1030	8 12 22
STREET	JOB NAME	
CITY, STATE and ZIP CODE	JOB LOCATION	
Jackson, Miss.		

We hereby submit specifications and estimates for:

**TOUGALOO COMMUNITY CENTER, 318 VINE STREET, JACKSON, MS 39174**  
**(ALL OF BUILDING)**

1. Remove loose debris, broom clean, then roof over existing roof
2. Furnish & install slip sheet
3. Furnish & install 60 mil TPO White single ply roof system with bronze trim per manufacturers specifications
4. Furnish & install 4 new retro drains (no plumbing)
5. Clean up trash generated by Dixie Roofing & haul away
6. Two year guarantee on workmanship
7. Furnish a 20 year roof warranty

Price-----\$46,875.00

Dixie Roofing, Inc. is not responsible for roof collapse due to weather related issues, ice, snow, roof flooding, that may cause the structural integrity to fail

- \*\* Owner is responsible for removing & re-installing any electrical, gas, and a/c units if any \*\*
- \*\* Owner is responsible for getting any building permits that may be required \*\*
- \*\* We are not responsible for any damage caused from mold, mildew, or any other plant life or micro organisms \*\*
- \*\* If a weak spot is in your house that we are unaware of and a man steps thru we are not responsible for the costs of the repairs \*\*
- \*\* If a satellite is mounted to the roof, it may need to be realigned at the owners expense after the roof has been installed. It would be best if mounted in an alternate location, such as fascia board \*\*
- \*\* We are not responsible for damage to air conditioner lines and electrical lines that are improperly ran against the bottom of roof deck \*\*

If you have any questions, please call our office. If you would like for Dixie Roofing to perform the above services, please sign and mail the white copy back to us.

**Payment to be made as follows:**

**Balance is Due Upon Substantial Completion of Job. A full material payment is required before ordering material and starting the job. There will be no warranty issued until full payment is received. If payment is not received upon completion, a lien will be placed on the property. Owner will be responsible for any additional fees, court cost, late fees, etc. Warranty is non transferable to a new owner unless approved by Dixie Roofing, Inc.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Note: Due to unexpected price increases this proposal may be withdrawn by us if not accepted within **10** days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

OFFICE OF THE CITY ATTORNEY  
9/13/22

**ORDER CREATING THE LEFLEUR EAST BUSINESS IMPROVEMENT DISTRICT**

**WHEREAS**, pursuant to Section 21-43-107, Mississippi Code Annotated of 1972, as amended, the Legislature authorized the creation of business improvement districts which shall be established in accordance with the procedures described in Sections 21-43-101 through 21-43-133; and

**WHEREAS**, in compliance with Section 21-43-111, Mississippi Code Annotated of 1972, as amended, a group of non-residentially zoned local property owners provided notice to the City of Jackson by delivering a petition signed by at least twenty percent (20%) of the property owners in the area to the City Clerk on April 13, 2022, proposing to establish a business improvement district, i.e., LeFleur East Business Improvement District; and

**WHEREAS**, as prescribed in Section 21-43-113 of the Mississippi Code Annotated of 1972, as amended, official notice of the meeting was duly given to the specific property owner who makes up the area of the proposed district, and a meeting was held to develop a district plan for the upcoming ten-year period on June 14, 2022; and

**WHEREAS**, pursuant to Section 21-43-117(1), the governing authority set an election date not more than sixty (60) days from the date of the June 14, 2022, public hearing; and

**WHEREAS**, pursuant to Section 21-43-117, Mississippi Code Annotated of 1972, as amended, on July 5, 2022, the Jackson City Council set a date for a special election to authorize the district not more than sixty (60) days from the date of the public hearing and the special election was held on August 9, 2022, to allow property owners, who were included on a list provided by the Hinds County Tax Assessor's Office, to decide on the issue regarding the creation of the LeFleur East Business Improvement District; and

**WHEREAS**, the LeFleur East Business Improvement District was established upon written ballot by sixty percent (60%) of the participating eligible property owners in the proposed district; and

**WHEREAS**, based on the August 9, 2022, election results, the district shall be deemed adopted and ready for implementation as mandated by Section 21-43-119 of the Mississippi Code Annotated of 1972, as amended; and

**WHEREAS**, as mandated by Section 21-43-123(2) of the Mississippi Code Annotated of 1972, as amended, assessments shall be levied on the property in the LeFleur East Business Improvement District based upon the gross square footage of the property. Such assessment shall be in addition to any taxes or assessments that may be imposed on property in said district.

**IT IS HEREBY ORDERED** by the City Council of the City of Jackson, Mississippi, that the creation of the LeFleur East Business Improvement District is established, and assessment shall be levied on the property as outlined in Section 21-43-123(2) of the Mississippi Code Annotated of 1972, as amended.

Agenda Item #28  
9.13.2022  
(A.Harris, Lumumba)

Item: \_\_\_\_\_

Date: September 13, 2022

By: A. Harris, Lumumba

THE CITY OF  
**JACKSON**  
MISSISSIPPI  
DEPARTMENT OF MUNICIPAL CLERK

**TO:** Honorable Chokwe Antar Lumumba, Mayor

**FROM:** Angela Harris, City Clerk *AHX*

**DATE:** September 1, 2022

**RE: Election Results for the LeFleur East Business Improvement District**

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The election process has occurred to determine the creation of the LeFleur East Business Improvement District. The Department of Municipal Clerk received all ballots by the deadline date of August 9, 2022 from all eligible property owners within the proposed district. The votes were tabulated from the ballots received from the property owners on August 10, 2022 in the presence of the following individuals:

Angela Harris, Municipal Clerk

Sondra Moncure, Deputy City Attorney

The Business Improvement District Plan was authorized by 60.66% of the property owners voting in favor of the BID, which exceeds the required 60% of the participating eligible property owners in the district with votes weighed in proportion to the amount of the assessment against the property.

**Election Results:**

**Yes- 60.66 %**

**No- 39.33%**

If you have any questions, please contact me at (601) 960-1137.


Office of the City Attorney

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


## OFFICE OF THE CITY ATTORNEY

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This **ORDER CREATING THE LEFLEUR EAST BUSINESS IMPROVEMENT DISTRICT** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_

Cateria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* 

Date

9/7/22

OFFICE OF THE CITY ATTORNEY  
9/14/22  
S.M.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB C650I COPIER TO BE USED BY THE OFFICE OF COMMUNITY IMPROVEMENT, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT**

OFFICE OF THE CITY ATTORNEY  
8/25/22  
A.G.M.

**WHEREAS**, the Office of Community Improvement Division of the Planning and Development Department is in need of a copier machine; and

**WHEREAS**, the Office of Community Improvement recommends that the governing authorities purchase and rent a Konica Minolta Bizhub C50i approved by the Department of Finance and Administration (“DFA”) from State Contract #: 8200062059, at a price not exceeding the state contract price established by DFA for such commodity, without obtaining or advertising for competitive bids pursuant to Mississippi Code Annotated Section 31-7-12(2), as amended; and

**WHEREAS**, pursuant to the “Authorized Purchasers” clause in State Contract #: 8200062059, municipalities are authorized to purchase from the contract in accordance with Miss. Code Ann. §§ 31-7-1 et seq., and the Mississippi Procurement Manual; and

**WHEREAS**, Advantage Business Systems, located at 5442 Executive Place, Jackson, MS 39206, is an authorized dealer for Konica Minolta Business Solution under State Contract #: 8200062059; and

**WHEREAS**, the Office of Community Improvement recommends to the governing authorities a 48-month rental agreement for a Bizhub C605i, PC417 Drawer, FK514 Fax, and an FS539 + RU 513 Finisher for Three Hundred and Thirty-Three Dollars and No Cents (\$333.00) a month with the costs for maintenance billed monthly at \$.0085 for black and white copies and \$.055 for color copies; and

**WHEREAS**, Advantage Business Systems shall submit an invoice for the charges for the equipment, software, or service with the appropriate documentation to the City of Jackson; and

**WHEREAS**, the rental agreement may be terminated if (a) the City of Jackson and Advantage Business Systems mutually agree to the termination; or (b) if either party fails to comply with the terms and conditions of the rental agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate the rental agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of the City of Jackson to make payments shall cease; and

**WHEREAS**, it is expressly understood and agreed that if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to Advantage Business Systems, to terminate the agreement without damage, penalty, cost or expenses to the City of any kind whatsoever.

Agenda Item #29  
9.13.2022  
(Dotson, Lumumba)

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute an agreement with Advantage Business Systems providing for the 48-month rental of a Konica Minolta Bizhub C650i Copier, PC417 Drawer, FK514 Fax, and an FS539 + RU 513 Finisher to meet the needs of the Office of Community Improvement as related to the functions of said division at a cost not to exceed \$333.00 per month, with the costs for maintenance billed monthly at \$.0085 for black and white copies and \$.055 for color copies with the exception of paper or staples.

Item No.: \_\_\_\_\_

Date: September 13, 2022

By: (Hillman, Lumumba)



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**     09/13/2022  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>				
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB 458 BLACK/WHITE COPIER TO BE USED BY THE OFFICE OF COMMUNITY IMPROVEMENT, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT				
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	NA				
3.	<b>Who will be affected</b>	COMMUNITY IMPROVEMENT DIVISION				
4.	<b>Benefits</b>	Improved office workflow				
5.	<b>Schedule (beginning date)</b>	March 1, 2023				
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide				
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION				
8.	<b>COST</b>	\$333.00/Month/\$0.0085 Black & White/ \$0.055 Color				
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6514)				
10.	<b>EBO participation</b>	ABE _____ %	WAIVER	yes _____	no _____	N/A _____
		AABE _____ %	WAIVER	yes _____	no _____	N/A _____
		WBE _____ %	WAIVER	yes _____	no _____	N/A _____
		HBE _____ %	WAIVER	yes _____	no _____	N/A _____
		NABE _____ %	WAIVER	yes _____	no _____	N/A _____



# Memo

**To: Chokwe Lumumba, Mayor**

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

**Date: 08/23/22**

**Re: Agenda Item**

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The current contract providing for rental of a Konica Minolta Bizhub copier for use by the Community Improvement Division will expire February 28, 2023.

The Advantage Business Systems is the supplier of this copier and it located in Jackson.

The requested copier monthly lease price is \$333.00 per month which includes the drums, supplies (except paper and staples) and repair maintenance plus a per copy price of \$.0085 for black and white copies, and \$.055 for color copies.

The attached agenda item requests authorization to enter into a 48-month agreement with Advantage Business Systems (ABS).

If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1993 or e-mail [jhillman@jacksonms.gov](mailto:jhillman@jacksonms.gov).


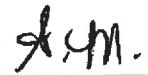
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB C650I COPIER TO BE USED BY THE OFFICE OF COMMUNITY IMPROVEMENT, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Cateria Martin, City Attorney  
Sondra Moncure, Deputy City Attorney 

9/21/22  
Date

OFFICE OF THE CITY ATTORNEY  
9/21/22  
SM

# PROPOSED CONFIGURATION

The following Konica Minolta Bizhub C650i Digital Color System provides these features:

- 65 ppm black/white and color
- **Dual head scanning** @240 pages per minute (handles 300 pages) black/white and color
- First copy output in 3.6 seconds or less
- Warm Up time of less than 22 seconds
- 600 x 600dpi scanning or enhanced @ 600 X 1800dpi
- 2 X 500 sheet drawers, 1 X 1000 sheet drawer, 1 X 1500 sheet drawer and 150 sheet intelligent bypass
- Polymerized toner system
- 250 GB Hard Drive
- Staple Finisher
- Super 3G Fax
- Standard and custom paper size support up to 12" x 18"
- 10.1" Color Display
- Monthly duty Cycle of 220,000 copies
- Network Printing and Scanning
- Box Functionality (Stores up to 10,000 pages)
- User Authentication, Account Track, IOS 15408 Certification
- Scan to me and Scan to home
- **Print to USB and from USB**
- **Print from iPad, iPhone or Android devices**
- **Banner Printing**



**48 Month Rental**  
**\$333.00**

## Maintenance Program:

- ❖ All toner cartridges
- ❖ All other consumables except paper
- ❖ All parts, drums, labor and service calls
- ❖ Preventative maintenance procedures
- ❖ Unlimited on-site customer training
- ❖ Can be billed monthly, quarterly or annually

**Billed monthly @ \$.0085 for all b/w copies and all color copies billed @ \$.055 and  
(based on single sided, letter sized image)**

**RENTAL AGREEMENT**  
**FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES**  
**AND VENDORS**  
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Jackson-Community Improvement (hereinafter referred to as Customer), and Advantage Business Systems (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. **INSTALLATION SITE:** At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. **INSTALLATION DATE:** The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. **ACCEPTANCE:** Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. **RELOCATION:** Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. **RENTAL TERM:** The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. **OWNERSHIP:** Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. **PAYMENTS:**

A. **INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. **PAYMENT:** The Vendor agrees to accept all payments in United States currency. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. **PAYMODE:** Payments shall be made by City of Jackson using its accounting system, Tyler Munis. The City, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the City is exempt from the payment of taxes. All payments shall be in United States currency.

B. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, up reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

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



which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

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

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

**For the Vendor:**

Advantage Business Systems  
Name Donna May  
Title Account Manager  
Address 5442 Executive Place  
City, State, & Zip Code Jackson, MS 39206

**For the Customer:**

City of Jackson-Community Improvement  
Name LaTonya Miller  
Title  
Address 200 S. President St.  
City, State, & Zip Code Jackson, MS 39201

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

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

0. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement, the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.
22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.
23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.
24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.
26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.
27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

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

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

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 22nd day of July, 2022.

Vendor: Advantage Business Systems

By:   
Authorized Signature

Printed Name: Donna May

Title: Account Manager

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

Witness my signature this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Customer: City of Jackson-Community Improvement

By: \_\_\_\_\_  
Authorized Signature

Printed Name: Chokwe A. Lumumba

Title: Mayor

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A  
RENTAL AGREEMENT  
FOR USE BY  
MISSISSIPPI Agencies AND VENDORS  
(Applicable to Equipment Rental Transactions)**

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200062059

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson-Community Improvement

Bill to Address: 200 S President St. Jackson, MS 39201

Ship to Address: **SAME**

Description of Equipment, Software, or Services  
Bizhub C850i  
PC417 Drawer  
FK514 Fax  
FS539 + RU 513 Finisher

Price  
\$333.00

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) **48 months**

Start Date:

End Date:

Modifications: Maintenance billed monthly for copier @ \$ .0085 for all b/w and \$.055 for all color copies

---

*Donna May*  
Vendor Signature

\_\_\_\_\_  
Customer Signature

# Proposal for: City of Jackson Community Improvement



\*Stock picture\* (Not actual proposed model)

## **Advantage Business Systems**

**5442 Executive Place  
Jackson, MS 39206**

**Donna May (601)362-9192  
Cell (601)317-4298**



July 22, 2022

City of Jackson Community Improvement  
200 S President St.  
Jackson, MS 39201

Enclosed please find the information on the Konica Minolta Bizhub C650i color copier. I have put into the proposal pricing from Konica Minolta's **MS State Contract #8200062059**. I hope that we can meet your needs with this pricing.

We look forward to offering you the finest service available. We believe Konica Minolta quality products, blended with our excellent service, are the foundation for a successful partnership.

Thanks again for the opportunity,

Sincerely,

A handwritten signature in blue ink that reads "Donna May". The signature is written in a cursive style.

Donna May  
Senior Account Executive  
Advantage Business Systems

# Konica Minolta Overview

Konica Minolta Business Solutions U.S.A., Inc. (KMBS) is a wholly owned subsidiary of Konica Minolta Holdings, Inc., former through the merger of Konica, Inc. and Minolta Co., Ltd. With more than 200 years of combined experience, Konica Minolta is building on a long and rich history of developing innovative imaging technologies and bringing new products to market. It is a company that continues to create fresh new impressions in the field of imaging by mobilizing its core competencies in optics, printing and copying, scanning and software to create these products and services.

Headquartered in Ramsey, New Jersey, KMBS provides its customers with complete solutions to efficiently create, reproduce, share and manage document-based information. The company provides the essentials of imaging to companies and organizations ranging from small office/home office to workgroups and departments and to large production operations. Its technologically advanced line of products and services include:

- A complete line of high-speed, high-volume document systems, up to 170 ppm and 1.25 million impressions per month.
- A full line of superior quality color imaging systems for corporate, graphics arts and production environments.
- A wide range of multifunctional workgroup and departmental document systems and facsimile machines with advanced functionality such as network scanning and Internet faxing.
- Software solutions designed to bridge the gap between computers and document systems, offering capabilities from easy scan-to-file to automated document manipulation to total workflow process solutions.
- Desktop monochrome and color laser printing systems.
- Professional services for infrastructure management and document process streamlining.
- Advanced scanning and micrographics systems for document imaging.
- World-class sales, service and support through an extensive network of direct sales offices, authorized dealers, resellers and distributors in the United States, Canada, Mexico, Central America and South America.

## Advantage Business Systems Overview

**Advantage Business Systems was founded in 1976. Since its inception, Advantage Business Systems has grown rapidly to become one of the premier office equipment suppliers in Central Mississippi. The fast growth is attributed to all of our people being dedicated to providing the finest customer service and representing the innovative digital technologies that Minolta offers.**

**Our dedication to service is exemplified by our multiple Pro-Tech service awards we have earned and the loyalty of thousands of customers in the metro area.**

**The service we provide is backed by our Performance Uptime Guarantee, which ensures that your equipment is as productive as possible.**

**We are excited to have the opportunity to serve your company's document management needs now and into the future.**



**ORDER DECLARING PARCEL 77-22 SURPLUS PROPERTY  
AND AUTHORIZING DISPOSAL OF SAME TO JESSIE  
ROBINSON FOR JR PARKING AND TRANSPORTATION  
ADMINISTRATIVE OFFICE**

VJ  
8/12/2022  
CITY ATTORNEY

**WHEREAS**, on July 11, 2022, Jessie Robinson submitted an application for Surplus/Land Bank Property acquisition to the City of Jackson's Surplus Property Division for vesting, after submitting the highest and sole bid, spurred by the bid advertisement in the newspaper (no process initiation by application); and

**WHEREAS**, Jessie Robinson plans to use parcel 77-22 as an administrative office for his business, JR Parking; and

**WHEREAS**, On January 27, 2022, the City of Jackson's Surplus Property Committee voted to declare the above-referenced parcel surplus property and to dispose of it via the Bid Method pursuant to terms of Section 21-17-1(2)(a) of the Mississippi Code of 1972, as amended; and

**WHEREAS**, after no City department expressed a municipal need for the property, the Surplus Property Committee issued an initial request for bids that was published for 3 weeks in the Mississippi Link on March 10, 2022, March 17, 2022 and March 24, 2022; and

**WHEREAS**, the sole bid was submitted by Jessie Robinson in the amount of six thousand five hundred one dollars and one cent (\$6,501.01), and

**WHEREAS**, based on the above, the Surplus Property Committee recommends that the City Council declare the property surplus and authorize its disposal to Jessie Robinson pursuant Section 21-17-1(2)(a) of the Mississippi Code of 1972, as amended.

**WHEREAS**, the City of Jackson has ownership of Parcel No. 77-22 fully described in Book 4991 Page 952 (Exhibit A) and having the physical address of 516 N. Mill Street.

**IT IS HEREBY ORDERED** that the property in question, bearing the following legal description:

Book 4991 Page 952 (Exhibit A) and having the physical address of 516 N. Mill Street

is no longer necessary or needed for municipal or related purposes and is not to be used in the operation of the municipality, that the sale of such property in another manner is not necessary or desirable for the financial welfare of the municipality, and using the property for a business administrative office will promote and foster the development and improvement of the community and the civic, social, educational, cultural, moral, economic or industrial welfare, and the property is, hereby, declared to be surplus property.

**IT IS FURTHER ORDERED**, that the City of Jackson accepts the six thousand five hundred one dollars and one cent (\$6,501.01) bid of Jessie Robinson for Parcel 77-22.

**IT IS FINALLY ORDERED**, that the Mayor shall be authorized to execute a Quitclaim Deed conveying Parcel 77-22 to Jessie Robinson consistent with the provisions of Section 21-17-1(2)(a), the instrument conveying the property to Jessie Robinson shall reserve all mineral rights and preserve rights of ingress and egress for the removal of same.

Agenda Item #30  
9.13.2022  
(Dotson, Lumumba)

7.00  
95

QUITCLAIM DEED

538595

WHEREAS, the City of Jackson on December 14, 1983, conveyed to the New Hope Foundation, Inc. the old George Washington Carver Library property on North Mill Street, the deed covering same being recorded in the office of the Chancery Clerk in Book 2966 at Page 99; and

WHEREAS, the conveyance was made subject to the condition that the property conveyed shall be used by the New Hope Foundation, Inc., a bona fide nonprofit civic or eleemosynary corporation organized and existing under the laws of the State of Mississippi and granted tax exempt status by the Internal Revenue Service for only charitable purposes, and when same shall cease to be used for said purpose for a period of two (2) years said property and all improvements thereto shall revert to and become the property of the City of Jackson, Mississippi; and

WHEREAS, the New Hope Foundation, Inc. no longer occupies the subject property,

NOW, THEREFORE, the New Hope Foundation, Inc., by executing and delivering this Quitclaim Deed, and the City of Jackson, by accepting and recording same, waive this two (2) year period so that the City of Jackson can take title to, possession of, and secure and protect the building and property.

FOR AND IN CONSIDERATION of the mutual benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor, the NEW HOPE FOUNDATION, INC., a non-profit Mississippi corporation, by and through its Executive Director and Board of Directors, does hereby grant, convey and quitclaim unto the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, Grantee, the land and property situated in the City of Jackson, First Judicial District of Hinds County, Mississippi, located on North Mill Street and known as the Old George Washington Carver Library, described as follows, to-wit:

840 INDEX: Lots 14 and 15 of Helm Survey, First Judicial District of Hinds County, Mississippi, as per official map of the City of Jackson prepared by Henry C. Daniel in 1875.

A part of Lots 14 and 15 of Helm Survey, according to the H. C. Daniel map of the City of Jackson of 1875, further described by metes and bounds as follows, to-wit:

Beginning at a point on the east boundary line of North Mill Street, as said street is presently laid out and improved, which said point is 87.3 feet north of the intersection of the east line of North Mill Street with the north line of Oakley Street, as said streets are presently laid out and improved, and run thence north along the east line of said Mill Street 108.85 feet to the intersection of the east line of Mill Street with the south line of Church Street, as both streets are presently laid out and improve; run thence east along the south line of Church Street for a distance of 106.5 feet to an iron pin; turning thence to the right through an angle of 89 degrees, 53 minutes, run southerly 199.2 feet to a point on the north right-of-way line of the said Oakley Street, which said point is also located 105.5 feet east of the intersection of the north line of said Oakley Street with the east line of said Mill Street; run thence westerly along the north line of said Oakley Street a distance of 46 feet; run thence northerly and parallel with the east line of said Mill Street a distance of 87.3 feet to a point; run thence westerly and parallel with the north line of said Oakley Street 59.5 feet to the point of beginning,

together with all improvements situated thereon and all appurtenances thereunto belonging.

#15  
8.25.98

The property herein conveyed is that same property conveyed by the City of Jackson to the New Hope Foundation, Inc. on December 14, 1983 and recorded in the Office of the Chancery Clerk of Hinds County in Book 2966 at Page 99.

WITNESS OUR SIGNATURES this the 16<sup>th</sup> day of July, 1998.

NEW HOPE FOUNDATION, INC.

E. C. Bell  
E. C. Bell,  
Executive Director

Board of Directors:

Zefing Carson  
Zefing Carson

George Hoyle  
George Hoyle

Willie Cole  
Willie Cole

Don Lewis  
Don Lewis

James Hunter  
James Hunter

Johnny Daniels  
Johnny Daniels

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16<sup>th</sup> day of July, 1998, within my jurisdiction, the within named E.C. BELL, who acknowledged that he is the Executive Director of the New Hope Foundation, Inc., a non-profit Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

William R. Killebrew  
NOTARY PUBLIC

My Commission Expires:  
NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.  
MY COMMISSION EXPIRES: Oct. 28, 1999.  
BONDED TRU NOTARY PUBLIC UNDERWRITER.



STATE OF MISSISSIPPI  
COUNTY OF HINDS

BOOK 4991 PAGE 954

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16<sup>th</sup> day of July, 1998, within my jurisdiction, the within named ZELMA CARSON, GEORGE HOYE, WILLIE COLE, DON LEWIS, JAMES HUNTER and JOHNNY DANIELS, who acknowledged that they are all members of the Board of Directors for the NEW HOPE FOUNDATION, INC., a non-profit Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Maximilian R. Killebrew  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.  
MY COMMISSION EXPIRES: Oct. 26, 1999.  
BORNED THRU NOTARY PUBLIC UNDERWRITERS.



Grantor's Address:  
Post Office Box 706  
Jackson, Mississippi 39205  
601/353-0502

Grantee's Address:  
Post Office Box 17  
Jackson, Mississippi 39205  
601/960-1035

This instrument prepared by:  
Max Killebrew  
City of Jackson  
Post Office Box 17  
Jackson, Mississippi 39205  
601/960-1925

STATE OF MS  
COUNTY OF HINDS  
FILED - RECORDED

SEP 14 10 33 AM '98

BOOK 4991  
PAGE 952  
ALICE JAMES  
CHANCERY CLERK

**Department of Planning and Development**



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

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor  
**From:** Jordan Rae Hillman, AICP, Director  
**Date:** August 5, 2022  
**Subject:** Agenda Item – Disposition of Surplus property via the Bid method (parcel 77-22)

---

The Surplus Property Committee has considered this property, and after having made it known that the property was available for use, found that no City department expressed an interest in utilizing the property for any municipal purpose.

The attached order authorizes the declaration of parcel 77-22 as surplus property and the subsequent disposal, via the Bid method, to Jessie Robinson.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 8/5/2022**



<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description</b>	<b>ORDER DECLARING PARCEL 77-22 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO JESSIE ROBINSON FOR JR PARKING AND TRANSPORTATION ADMINISTRATIVE OFFICE</b>																																													
	<b>Purpose</b>	Disposal of surplus property by the bid method for neighborhood enhancement																																													
3.	<b>Who will be affected</b>	Neighborhood residents																																													
4.	<b>Benefits</b>	Property will be put back on the Tax Rolls and the City will not have the expense of maintaining the property																																													
5.	<b>Schedule (beginning date)</b>	N/A																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	Ward 7 No N/A																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b></li> <li>▪ <b>Consultant</b></li> </ul>	Department of Planning & Development																																													
8.	<b>COST</b>	N/A																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	N/A																																													
10.	<b>EBO participation</b>  <b>See attached sheets from Vendors</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">___</td> <td style="width: 10%;">no</td> <td style="width: 10%;">___</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">_X_</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>_X_</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>_X_</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>_X_</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>_X_</td> </tr> </table>	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_
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Office of the City Attorney


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

## OFFICE OF THE CITY ATTORNEY

This **ORDER DECLARING PARCEL 77-22 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO JESSIE ROBINSON FOR JR PARKING AND TRANSPORTATION ADMINISTRATIVE OFFICE** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
**Date**

  
OFFICE OF THE CITY ATTORNEY  
8/22/2022





**ORDER AUTHORIZING A PROJECT PARTNERSHIP AGREEMENT  
WITH THE UNITED STATES ARMY CORP OF ENGINEERS FOR A  
SECTION 219 MATCHING GRANT TO FUND ONE OR MORE  
ENVIRONMENTAL INFRASTRUCTURE PROJECTS (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY  
2022  
9/13/22  
[Signature]

**WHEREAS**, the City of Jackson previously applied for grant funding under Section 219 of the Water Resources Development Act (WRDA) of 1992, as amended; and

**WHEREAS**, Congress has now appropriated funding to the City of Jackson under its approved application in the amount of \$5,000,000.00, which requires matching funding of \$1,666,666.66 from the City; and

**WHEREAS**, the U.S. Army Corps of Engineers requires the City of Jackson to execute an agreement for design and construction assistance (Project Partnership of Agreement) as a prerequisite for receiving the grant funding; and

**WHEREAS**, the Department of Public Works intends to use the grant funding for one or more environmental infrastructure projects that will be of benefit to the citizens of the City of Jackson; and

**WHEREAS**, the Department of Public Works, Engineering Division, recommends authorizing a Project Partnership Agreement with the U.S. Army Corps of Engineers to provide funding for the design and construction of one or more environmental infrastructure projects.

**IT IS THEREFORE, ORDERED** that the Mayor is authorized to execute an Agreement with the Department of the Army, represented by the U.S. Army Corps of Engineers District Commander for the Vicksburg District for Design and Construction Assistance of one or more environmental infrastructure projects wherein the Department of the Army will provide funding in an amount up to \$5,000,000.00 (or seventy-five percent (75%) of the projects costs) and the City of Jackson will provide matching funding up to \$1,666,666.66 (or at least twenty-five percent (25%) of the projects costs).

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any additional documents required under the terms of this grant and the Agreement.

Agenda Item #31  
9.13.2022  
(Hillman, Lumumba)

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

**September 7, 2022**

**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>			
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING A PROJECT PARTNERSHIP AGREEMENT WITH THE UNITED STATES ARMY CORP OF ENGINEERS FOR A SECTION 219 MATCHING GRANT TO FUND ONE OR MORE ENVIRONMENTAL INFRASTRUCTURE PROJECT (ALL WARDS)</b>			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6 and 7			
3.	<b>Who will be affected</b>	City of Jackson citizens			
4.	<b>Benefits</b>	Will provide a grant of \$5,000,000 for one or more environmental infrastructure projects			
5.	<b>Schedule (beginning date)</b>	After City Council approval			
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide			
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Public Works, Engineering Division			
8.	<b>COST</b>	At least 25% of the projects costs (at least \$1,666,666.66 for the entire \$5,000,000.00 grant)			
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	FY23 Water-Sewer Budget			
10.	<b>EBO participation</b>	ABE _____ %	WAIVER	yes ___ no ___	N/A _____
		AABE _____ %	WAIVER	yes ___ no ___	N/A _____
		WBE _____ %	WAIVER	yes ___ no ___	N/A _____
		HBE _____ %	WAIVER	yes ___ no ___	N/A _____
		NABE _____ %	WAIVER	yes ___ no ___	N/A _____



**DEPARTMENT OF PUBLIC WORKS  
WATER-SEWER BUSINESS ADMINISTRATION DIVISION**

**MEMORANDUM**

**To:** Hon. Chokwe Antar Lumumba, Mayor

**From:** Jordan Hillman, Director

**Date:** September 7, 2022

**Subject:** Agenda Item for City Council Meeting

Attached you will find an agenda for the September 13, 2022 City Council meeting. This agenda item authorizes you to execute a Project Partnership Agreement with the U.S. Army Corps of Engineers for a \$5,000,000.00 grant under Section 219 of WRDA. The City's match is at least 25% of the cost of the project; at least \$1,666,666.66 if the entire grant is expended.

Currently, the Engineering Division has programmed the grant to replace the original 100 mgd bypass pump in the raw water pump station at the Savanna Street WWTP, which failed last year and is beyond repair.

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
9/8/22


## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING A PROJECT PARTNERSHIP AGREEMENT WITH THE UNITED STATES ARMY CORP OF ENGINEERS FOR A SECTION 219 MATCHING GRANT TO FUND ONE OR MORE ENVIRONMENTAL INFRASTRUCTURE PROJECTS (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



**Catoria P. Martin, CITY ATTORNEY**

Terry Williamson, *Legal Counsel* 

9/8/22

DATE

AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
[NON-FEDERAL SPONSOR'S NAME]  
FOR  
DESIGN AND CONSTRUCTION ASSISTANCE  
FOR THE  
[FULL NAME OF PROJECT]

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for [Name of USACE District, e.g., New Orleans District] (hereinafter the "District Commander") and the [NON-FEDERAL SPONSOR'S NAME] (hereinafter the "Non-Federal Sponsor"), represented by its [TITLE].

WITNESSETH, THAT:

WHEREAS, the provision of design and construction assistance for the non-Federal project for [INSERT NAME OF THE SECTION 219 PROJECT] at [GENERAL LOCATION OF PROJECT, INCLUDING STATE OR COMMONWEALTH] was authorized by Section 219 [INSERT SPECIFIC AUTHORIZATION CITE UNDER SECTION 219 FOR THE PROJECT, e.g., (c)(2) and (e)(5), (f)(259), etc.] of the Water Resources Development Act of 1992, Public Law 102-580, as amended (hereinafter "Section 219");

WHEREAS, the Government will provide design and construction assistance by undertaking increment(s) of work, as defined in Article I.A. of this Agreement;

WHEREAS, Section 219(b) specifies applicable cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "increment of work" means design and construction of features, as generally described in a Letter Report, and approved by the [INSERT Division Commander for, e.g., Mississippi Valley Division, or District Commander for, e.g., New Orleans District, if such approval authority has been delegated to the District Commander]. The initial increment of work consists of [DESCRIBE FEATURES], as generally described in the Letter Report for [INSERT NAME OF THE LETTER REPORT FOR THE INITIAL INCREMENT OF

**WORK, e.g., Environmental Infrastructure, Design and Construction Assistance for East Baton Rouge Parish, Louisiana North Landfill Leachate Pond Pump Station and Forcemain],** dated [Month Year] and approved by the [INSERT Division Commander for, e.g., Mississippi Valley Division, or District Commander for, e.g., New Orleans District, if such approval authority has been delegated] on [MONTH DAY, YEAR]. Each additional increment of work, if any, will be described in a separate Letter Report, which will specify the amount of Federal funds available for such work. In the event of a conflict between this Agreement and a Letter Report, this Agreement will control.

B. The term “HTRW” means hazardous, toxic, and radioactive wastes, which includes any material listed as a “hazardous substance” (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term “construction costs” means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of an increment of work and cost shared. The term includes the Government’s costs of engineering, design, including preparation of Letter Reports and conducting environmental compliance activities, and construction; the Government’s supervision and administration costs; the Non-Federal Sponsor’s creditable costs for providing real property interests, relocations, and in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Coordination Team to discuss significant issues and actions; audits; betterments; or the Non-Federal Sponsor’s cost of negotiating this Agreement.

D. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term “in-kind contributions” means those services undertaken or materials provided by the Non-Federal Sponsor after the date of approval of the Letter Report for the increment of work that are identified as being integral to the design or construction of that increment of work, and approved in writing, by the Division Commander for [INSERT NAME OF CORPS DIVISION, e.g., Mississippi Valley Division] (hereinafter the “Division Commander”). To be integral, the service or material must be part of work that the Government would otherwise have undertaken for design or construction of that increment of work. The in-kind contributions also include any initial investigations performed by the Non-Federal Sponsor

to identify the existence and extent of any HTRW that may exist in, on, or under real property interests required for an increment of work; however, it does not include HTRW cleanup and response.

G. The term “betterments” means a difference in design or construction of an increment of work that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that work.

H. The term “fiscal year” means one year beginning on October 1<sup>st</sup> and ending on September 30<sup>th</sup> of the following year.

## ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall design and construct each increment of work using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. If after completion of the design portion of an increment of work, the parties mutually agree in writing not to proceed with construction of that increment of work, the parties shall conclude their activities relating to that increment of work and proceed to a final accounting in accordance with Article VI.E. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The amount of Federal funds for each increment of work is limited to the amount identified in the Letter Report for that increment of work, with the Non-Federal Sponsor responsible for all costs in excess of that amount.

C. The Non-Federal Sponsor shall contribute for each increment of work at least 25 percent of construction costs, as follows:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of each increment of work.

2. If providing in-kind contributions for an increment of work, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. The Non-Federal Sponsor shall begin operation and maintenance as functional portions of such work are completed. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

3. After considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs C.1. and C.2., above, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor to meet its minimum 25 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

4. No later than August 1<sup>st</sup> prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1<sup>st</sup> prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

5. If all Federal funds available for an increment of work will be exhausted prior to completion of such work, the Government shall notify the Non-Federal Sponsor of the full amount of funds required to complete the increment of work, and the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C. within 60 days of such notification or shall complete such work as in-kind contributions in accordance with paragraph C.2. above.

D. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101-307108). All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for each increment of work may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for each increment of work, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.



F. When the District Commander determines that construction of an increment of work is complete, the District Commander shall so notify the Non-Federal Sponsor in writing within 30 calendar days of such determination. The Non-Federal Sponsor is responsible for operation and maintenance of such increment of work, at no cost to the Government. The Government shall furnish the Non-Federal Sponsor with a copy of the as-built drawings for the completed work.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the increment of work. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

H. In addition to the ongoing, regular discussions between the parties, the Government and the Non-Federal Sponsor may establish a Coordination Team to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Coordination Team shall be included in construction costs for cost-sharing purposes.

I. The Non-Federal Sponsor may request in writing that the Government perform betterments on the Non-Federal Sponsor's behalf. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of the betterments in advance of the Government performing the work. In addition, the Non-Federal Sponsor is responsible for providing the real property interests and relocations required for construction, operation, and maintenance of such work at no cost to the Government.

### ARTICLE III - REAL PROPERTY INTERESTS AND RELOCATIONS

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests required for construction, operation, and maintenance of each increment of work. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of such work, and provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto according to the Government's construction schedule for such work. The Non-Federal Sponsor shall ensure that real property interests provided for such work are retained in public ownership and, in accordance with Article IV.A., that the real property interests are investigated and that HTRW does not exist in, on, or under the real property interests.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations required for construction, operation, and maintenance of each increment of work, provide the Non-Federal Sponsor with general written descriptions, including maps as

appropriate, of such relocations, and provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for such work.

C. In acquiring the real property interests for the Project, the Non-Federal Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) property owners will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

#### ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests for construction, operation, and maintenance of each increment of work.

B. In the event it is discovered that HTRW exists in, on, or under any of the required real property interests needed for construction, operation, and maintenance of an increment or work, the Non-Federal Sponsor and the Government shall provide written notice to each other within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered after acquisition of the real property interests, no further activities within the contaminated area of that increment of work shall proceed until the parties agree on an appropriate course of action.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under applicable law and determine whether to

initiate construction, or if already initiated, whether to continue, suspend, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be solely responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of cleanup and response of the HTRW, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without reimbursement or credit by the Government. In no event will the Government proceed with that construction before the Non-Federal Sponsor has completed the required cleanup and response actions.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to discharge its responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction. Additionally, the Government may undertake any actions it determines necessary to avoid a release of such HTRW with the Non-Federal Sponsor responsible for such costs without credit or reimbursement by the Government.

D. In the event of a HTRW discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as required by applicable law. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

E. To the maximum extent practicable, the Government and Non-Federal Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause HTRW liability to arise under applicable law.

F. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of each increment of work for purposes of CERCLA liability or other applicable law.

#### ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, RELOCATIONS, AND CREDIT FOR IN-KIND CONTRIBUTIONS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in the construction costs for an increment of work and credited towards the Non-Federal Sponsor's share of such costs shall be determined in accordance with the following procedures, requirements, and conditions and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs the value of required real property interests acquired from private owners after the date of approval of the Letter Report for an increment of work except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for credit. The Non-Federal Sponsor shall obtain, for each creditable real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner for an increment of work, whichever occurs later, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the value of the required real property interests that are creditable to the Non-Federal Sponsor's share of such construction costs.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor after the date of approval of the Letter Report for an increment of work shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the Non-Federal Sponsor's request, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such

appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event that the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2), the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, up to a maximum of \$25,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred in acquiring required real property interests from private owners required for an increment of work after the date of approval of the Letter Report for such work. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of required real property interests.

e. Any publicly owned real property interests or real property interests owned by the Non-Federal Sponsor on the date of approval of the Letter Report and required for an increment of work will be provided by the Non-Federal Sponsor at no cost to the Government.

2. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the costs of required relocations performed by the Non-Federal Sponsor after approval of the Letter Report for an increment of work. As relocations are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs.

a. For a relocation other than a highway, creditable costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, creditable costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the [State of \_\_\_\_\_ or Commonwealth of \_\_\_\_\_] would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs, as determined by the Government, include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. In-Kind Contributions. The Government shall include in construction costs for an increment of work and credit towards the Non-Federal Sponsor's share of such costs, the costs of in-kind contributions performed by the Non-Federal Sponsor after the date of approval of the Letter Report for such work.

a. As in-kind contributions are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. The following costs are not eligible for inclusion in construction costs for an increment of work or creditable against the Non-Federal Sponsor's share of such costs: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; in-kind contributions obtained at no cost to the Non-Federal Sponsor; or costs that exceed the Government's estimate of the cost for such in-kind contributions.

c. Although design performed by the Non-Federal Sponsor prior to approval of the Letter Report for an increment of work is not creditable as in-kind contributions under this Agreement, the Non-Federal Sponsor, at no cost to the Government, may voluntarily provide such design to the Government. The Government, in its sole discretion, may accept, modify, or reject such design, or any portion thereof, for use in constructing that increment of work. Prior to commencement of review by the Government of such design, the Non-Federal Sponsor shall provide a written certification and warranty to the Government that such design is free from any legal encumbrances and use restrictions, including but not limited to, any intellectual property rights and outstanding licensing requirements.

4. Compliance with Federal Labor Laws. In undertaking relocations and construction of in-kind contributions for an increment of work, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

D. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs it incurs for real property interests, relocations, and in-kind contributions that exceed 25 percent of construction costs for an increment of work, and any such excess amount cannot be applied towards the non-Federal cost share for another increment of work; and for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement.

#### ARTICLE VI – PAYMENT OF FUNDS

A. As of the effective date of this Agreement, construction costs for the initial increment of work are projected to be \$ \_\_\_\_\_, with the amount of Federal funds available for such work limited to \$ \_\_\_\_\_ **[INSERT AMOUNT OF FEDERAL FUNDS AVAILABLE FOR THE INITIAL INCREMENT OF WORK]**. The Non-Federal Sponsor's share of construction costs for the initial increment of work is projected to be \$ \_\_\_\_\_, which includes creditable real property interests projected to be \$ \_\_\_\_\_, creditable relocations projected to be \$ \_\_\_\_\_, creditable in-kind contributions projected to be \$ \_\_\_\_\_, and the amount of funds required to meet its minimum 25 percent cost share projected to be \$ \_\_\_\_\_. The Letter Report for each additional increment of work will include information on the Federal funds available for the increment of work and the Non-Federal Sponsor's share of construction costs for such work. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. For each increment of work, the Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of construction costs by delivering a check payable to "FAO, USAED, **[INSERT DISTRICT AND EROC CODE, e.g., New Orleans (B2)]**" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-

Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion of each increment of work, including resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should such final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds by delivering a check payable to "FAO, USAED, [INSERT DISTRICT AND EROC CODE, e.g., New Orleans (B2)]" to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting.

F. If the Government agrees to include betterments on the Non-Federal Sponsor's behalf, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days after receiving written notice from the Government, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through either payment method specified in Article VI.E. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the Government determines that funds provided by the Non-Federal Sponsor exceed the amount required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

## ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate design or construction.

B. In the event of termination, the parties shall conclude their activities relating to design and construction and conduct a final accounting in accordance with Article VI.E. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.



C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

#### ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, or operation and maintenance of any work under this Agreement, except for damages due to the fault or negligence of the Government or its contractors.

#### ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

#### ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other

evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

#### ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

#### ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

**[TITLE (NOT the name of the individual)]**  
**[NON-FEDERAL SPONSOR'S NAME]**  
**[ADDRESS]**

If to the Government:

District Commander  
U.S. Army Corps of Engineers, \_\_\_\_\_ District  
**[ADDRESS]**

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

#### ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

[NON-FEDERAL SPONSOR'S NAME]

BY: \_\_\_\_\_  
[TYPED NAME]  
[Insert Rank], U.S. Army  
District Commander

BY: \_\_\_\_\_  
[TYPED NAME]  
[Full Title]

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Attachment

**Option 1: Not An Obligation of Future Appropriations.** An agreement may reflect that it does not obligate future appropriations when doing so is inconsistent with constitutional or statutory limitations of a State or political subdivision thereof. However, inclusion of this option does NOT provide that the Non-Federal Sponsor's performance and payments are subject to appropriations of funds. The Government retains the right to exercise any legal rights it has to protect the Government's interests. If applicable and requested by the Non-Federal Sponsor, insert into the agreement as the last Article the following:

### “ARTICLE XV - OBLIGATIONS OF FUTURE APPROPRIATIONS

The Non-Federal Sponsor intends to fulfill fully its obligations under this Agreement. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the **[Insert name of the legislative body that makes the appropriations, e.g., legislature of the State of Maryland]**, where creating such an obligation would be inconsistent with **[Insert the specific citation to the constitutional or statutory limitation on committing future appropriations]**. If the Non-Federal Sponsor is unable to, or does not, fulfill its obligations under this Agreement, the Government may exercise any legal rights it has to protect the Government's interests.”

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Attachment

**Option 2: Multiple Non-Federal Sponsors.** It is strongly preferred that there is one party only as the Non-Federal Sponsor for the agreement. Nonetheless, it is permissible to have more than one Non-Federal Sponsor if the Non-Federal Sponsors are jointly and severally responsible for all non-Federal obligations and responsibilities under the agreement. **The agreement should be modified to use the term “Non-Federal Sponsors” throughout along with the necessary modifications to change, as appropriate, verbs and pronouns from singular to plural.** In addition, insert into the agreement as the last Article the following:

“ARTICLE XV – JOINT AND SEVERAL RESPONSIBILITY OF THE  
NON-FEDERAL SPONSORS

The obligations and responsibilities of the Non-Federal Sponsors shall be joint and several, such that each Non-Federal Sponsor shall be liable for the whole performance of the obligations and responsibilities of the Non-Federal Sponsors under the terms and provisions of this Agreement. The Government may demand the whole performance of said obligations and responsibilities from any of the entities designated herein as one of the Non-Federal Sponsors.”

CITY HEADER

SAV  
& TRA

June XX, 2020

Mr. Greg Anderson  
U.S. Army Corps of Engineers  
Vicksburg District  
4155 Clay Street  
Vicksburg, MS 39183-3435

RE: City of Jackson - Section 219 Project Partnership Agreement

We have reviewed the Project Partnership Agreement (PPA) for the City of Jackson, Hinds County, Mississippi (Section 219) project, and agree with the terms and conditions stated in the agreement. I attest that the proposed project does not include elements that were originally constructed or previously rehabilitated using Federal Program Funds. We also understand the City of Jackson's responsibilities in the agreement, and the City of Jackson supports the project as outlined in the PPA. Our local match is \$1,666,666.66. The source of the funds is outlined as follows:

Proposed PPA Project	\$6,666,666.66
Federal Share (75%)	\$5,000,000.00
Non-Federal Share (25%)	\$1,666,666.66
Estimated LEERDS	\$0.00
Prior Design Credit	\$0.00

The source of the Non-Federal cash contribution will come from the City of Jackson Water and Sewer Revenue funds and ~~1% City Sales Tax funds~~. Should you have any question pertaining to this matter, please do not hesitate to contact me, by telephone @ XXX-XXX-XXXX, via fax XXX-XXX-XXXX, or via email address XXXXX@XXXXX.XXX.

Add map  
KMZ please

\_\_\_\_\_  
Chokwe Antar Lumumba  
Mayor, City of Jackson  
Hinds County, Mississippi

**NON-FEDERAL SPONSOR'S  
SELF-CERTIFICATION OF FINANCIAL CAPABILITY  
FOR AGREEMENTS**

I, \_\_\_\_\_, do hereby certify that I am the Chief Financial Officer of the \_\_\_\_\_ (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the \_\_\_\_\_; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the \_\_\_\_\_.

IN WITNESS WHEREOF, I have made and executed this certification this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_





**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH NEEL-SCHAFFERS INC., FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (WARD 3)**

OFFICE OF THE CITY ATTORNEY  
9/13/2022

**WHEREAS**, the City of Jackson made application for and received a \$20,000,000 RAISE grant from the United States Department of Transportation to make improvements to Medgar Evers Boulevard from Woodrow Wilson Avenue to Ridgeway Street; and

**WHEREAS**, the City of Jackson selected Neel-Schaffer, Inc. to perform necessary preliminary engineering services for the project; and

**WHEREAS**, Neel-Schaffer, Inc. has provided a cost estimate of \$501,845.00 to provide the first phase of preliminary engineering services for the project.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute a preliminary engineering services contract with Neel-Schaffer, Inc. for the Medgar Evers Boulevard RAISE Grant Project, for an amount not to exceed \$501,845.00.

Agenda Item #32  
9.13.2022  
(Hillman, Lumumba)

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

September 7, 2022

**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute a preliminary engineering services contract with Neel-Schaffer for the Medgar Evers Boulevard RAISE Grant Project.
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4, 6, 7
3.	<b>Who will be affected</b>	Motorists and pedestrians along Medgar Evers Blvd
4.	<b>Benefits</b>	Provide engineering services for a USDOT RAISE grant project
5.	<b>Schedule (beginning date)</b>	After City Council approval.
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Medgar Evers Blvd from Woodrow Wilson Ave to Ridgeway St (Ward 3)
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Public Works Department, Engineering Division
8.	<b>COST</b>	Not to exceed \$501,845.00
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	Fund 372 Modernization Tax
10.	<b>EBO participation</b>	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Jordan Hillman  
Interim Director

**Date:** September 7, 2022

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a preliminary engineering services contract with Neel-Schaffer, Inc. for the Medgar Evers Blvd RAISE Grant Project.

The City of Jackson received a RAISE Grant award of \$20,000,000 from the US Department of Transportation to make improvements to Medgar Evers Blvd from Woodrow Wilson Ave to Ridgeway St. The City selected Neel-Schaffer for the necessary first phase of preliminary engineering work. The amount of the preliminary engineering services contract will not exceed \$501,645.00.

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 2719  
Jackson, Mississippi 39202-0279  
Telephone: (601) 960-1299  
Facsimile: (601) 960-3759

OFFICE OF THE CITY ATTORNEY  
9/8/22

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH NEEL-SCHAFFER, INC., FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (WARD 3)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel* 

9/8/22

DATE

**PRELIMINARY ENGINEERING SERVICES CONTRACT**  
*Medgar Evers Boulevard, from Woodrow Wilson to Coleman Avenue*  
*City of Jackson, Hinds County*

This CONTRACT, is made and entered into by and between the City of Jackson, a body Politic of the State of Mississippi (the "LPA"), and, Nee-Schaffer, Inc. (the "CONSULTANT"), a Corporation, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is 4450 Old Canton Road Jackson, MS 39211. This CONTRACT shall be effective as of the latest date of execution below.

**WITNESSETH:**

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of *the transformation of Medgar Evers Blvd. from Woodrow Wilson to Coleman Ave., into a multimodal, complete street that also includes water and sewer rehabilitation*, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those SERVICES, and the LPA has relied upon such representation; and

WHEREAS, the CONSULTANT herein was selected through a Consultant Selection Process pursuant to the Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory by the LPA; which is now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

**ARTICLE I. GENERAL RECITALS**

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, standards, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and the FHWA and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT.

#### **ARTICLE II. SCOPE OF WORK**

The CONSULTANT shall perform the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope or to cancel this CONTRACT at any time.

#### **ARTICLE III. CONTRACT TERM, TERMINATION**

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until December 31, 2026, at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment for SERVICES rendered prior to the date of termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the reasonable costs, fees and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

#### **ARTICLE IV. TIME OF PERFORMANCE**

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

**The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.**

## ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor and, said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

## ARTICLE VI. COMPENSATION, BILLING & AUDIT

### A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in Exhibit 3.

### B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other federal agency may audit the same records at any time during the life of this CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

### C. Record Retention

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA'S expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

## ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all

work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

#### **ARTICLE VIII. REVIEW OF WORK**

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES being provided under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, designs, studies, maps, or other work product(s) prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, designs, studies, maps, and other work product(s) prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligations. CONSULTANT shall correct, at its expense, any of its breaches, negligent acts, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts, errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including any negligent acts, errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall



be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction or any phase of work, then an accounting of all costs incurred by the LPA resulting from such breach, including any negligent acts, errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

#### **ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

## ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT

to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

#### **ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING**

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

#### **ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL**

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

#### **ARTICLE XIII. MODIFICATION**

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the MDOT or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

#### **ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER**

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report). The CONSULTANT shall pay all retainage owed to the subconsultant for satisfactory completion of the accepted work within 15 days after receipt of payment.

**ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND  
WORK MADE FOR HIRE**

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

#### **ARTICLE XVI. PUBLICATION AND PUBLICITY**

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

*The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi or the Federal Highway Administration.*

#### **ARTICLE XVII. CONTRACT DISPUTES**

This CONTRACT shall be deemed to have been executed in Hinds County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated

to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

**ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW**

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

#### **ARTICLE XIX. WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

#### **ARTICLE XX. SEVERABILITY**

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

#### **ARTICLE XXI. ENTIRE AGREEMENT**

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

#### **ARTICLE XXII. CONFLICT OF INTEREST**

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

#### **ARTICLE XXIII. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

#### **ARTICLE XXIV. STOP WORK ORDER**

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) Cancel the stop work order; or

- (2) Terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT'S or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for SERVICES rendered prior to the Termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.



**ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS**

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

**LPA:**

For Contractual Matters:  
**Terry S. Williamson**  
Legal Counsel, Office of City Attorney  
455 East Capitol Street  
P.O. Box 17  
Jackson, MS 39205-0017  
Telephone: 601-960-1799  
Facsimile: 601-960-1756  
E Mail: [twilliamson@city.jackson.ms.us](mailto:twilliamson@city.jackson.ms.us)

For Technical Matters:  
**Robert Lee**  
City Engineer  
200 South President Street  
P.O. Box 17  
Jackson, MS 39205-0017  
Telephone: 601-960-2091  
Facsimile: 601-960-1174  
E Mail: [rlee@city.jackson.ms.us](mailto:rlee@city.jackson.ms.us)

**CONSULTANT:**

For Contractual Matters:  
**Robert Walker, P.E.**  
Neel-Schaffer, Inc.  
125 South Congress Street, Suite 1100  
Jackson, MS 39201  
Phone: 601-948-3071  
[Robert.walker@neel-schaffer.com](mailto:Robert.walker@neel-schaffer.com)

For Technical Matters:  
**Chad Toles, P.E.**  
Neel-Schaffer, Inc.  
125 South Congress Street, Suite 1100  
Jackson, MS 39201  
Phone: 601-948-3071  
[chad.toles@neel-schaffer.com](mailto:chad.toles@neel-schaffer.com)

**ARTICLE XXVI. AUTHORIZATION**

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*The City of Jackson*

\_\_\_\_\_  
*Chokwe Antar Lumumba, Mayor*

WITNESS this my signature in execution hereof, this the 12<sup>th</sup> day of August, 2022.

*Neel-Schaffer, Inc.*

\_\_\_\_\_  
*Robert Walker, PE*

ATTEST: Cindy Reil

**Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".**

## LIST OF EXHIBITS

2. General Scope of Work and Common Specifications
3. Fees and Expenses
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
9. Prime Consultant / Contractor EEV Certification and Agreement

## EXHIBIT 2

### SCOPE OF WORK

This CONTRACT includes environmental studies required to initiate a categorical exclusion, all necessary field surveying, identification of a pavement rehabilitation strategy, roadway hydraulic design, traffic control plans, and plans for water and sewer replacement/upgrades for the preparation of 30% conceptual plans. The project limits include Medgar Evers Boulevard from Woodrow Wilson Avenue to Coleman Avenue in Hinds County.

Temporary easements will not be acquired for minor adjustments to driveways and very minor grading resulting from differences in grades. The contractor will have the responsibility to secure agreements from individual landowners to make these minor improvements. However, there will be a small number of temporary easements for more substantial modifications. Permanent right of way may be required for the locations of the covered transit stops. A budget of \$100,000 will be included in the next phase of work for the maps and deeds, appraisals, acquisition fees and possible condemnation services. Additionally, there may be a need for a hazardous site assessment or a historic architectural review that this additional budget could be used for. Our hopes would be that this additional budget would cover the potential for this additional work, however, it is possible that more work may be needed, if required due to the project requirements.

All improvements to the roadway, including the replacement of water and sewer lines will be included in plans for one construction project.

This contract does not include Construction Engineering or any Phase C Inspection to be done during the construction phase.

The anticipated scope of the project includes reducing the roadway to four, eleven-foot lanes with a raised median section and shall include the following elements: ADA-compliant sidewalks, traffic signals upgrades (Holmes Avenue, Pochontas Avenue, Martin Luther King Jr Drive, and Ridgeway Street/Coleman Avenue, if warranted), signing, striping, median landscaping, lighting design only (Entergy will install the lights), designing a maximum of 4 bus stop shelters, water line replacement/upgrades, and sewer line replacement/upgrades.

The following engineering services shall be performed by the CONSULTANT on behalf of the Local Public Agency (LPA) in accordance with this CONTRACT at the direction of the LPA, unless otherwise modified by the Mississippi Department of Transportation (MDOT).

A project schedule is attached. Work progression is to proceed in accordance with the attached agreed project schedule. The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this contract. Where this CONTRACT and the PDM differ, the PDM shall govern.

A monthly status report along with an updated project schedule is required. This report is to be submitted by the 7<sup>th</sup> of each month to the LPA for their signature and then submitted to the District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

#### TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA:

Based upon availability, the LPA will provide within normal resources of the LPA, the following:

1. Maps, aerial photographs, and other cartographic items as may be available;

2. Available old construction plans, drawings, and maps pertinent to the project;
3. Copies of previous studies/analyses, environmental assessments, conceptual plan, and other information pertaining to the project;
4. Names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in conducting this analysis;
5. A single point of contact within the LPA for day-to-day coordination of each CONTRACT;
6. Computer files (depending on availability) may include Computer Aided Design and Drafting (CADD) files, GIS data, or Survey Control Points set by other Surveyors on or near the project employed by the LPA;

#### **GENERAL REQUIREMENTS:**

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources unavailable to the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and adopted by the MDOT and in effect on the effective date this CONTRACT unless otherwise specified in the CONTRACT or subsequently directed by the MDOT during the course of this CONTRACT.

The design of roadways shall be in compliance with the MDOT Roadway Design Manual, and supplemented with updated design policies as described in design memos, American Association of State Highway and Transportation Officials (AASHTO)'s Policy on Geometric Design Of Highways and Streets; AASHTO Guide for the Development of Bicycle Facilities; Draft ADA Public Right of Way Accessibility Guidelines (PROWAG); MDOT Standard Drawings (roadway and bridge), MDOT Roadway CADD Manual; MDOT Standard Specifications for Road and Bridge Construction; Manual on Uniform Traffic Control Devices (MUTCD); MDOT Access Management Policy; and MDOT Survey Manual. The latest edition of the aforementioned documents shall be used.

Hydraulic design shall conform to the MDOT's Roadway Design Manual, 23 CFR 625, 630 AND 650, 44 CFR Part 60.3(d)(3), the Floodplain Management Regulations for the State of Mississippi (Chapter 5, General laws of 1979, 1st Extraordinary session of the State, as amended) and Federal Emergency Management Agency (FEMA) regulations and any other State or Federal regulations as appropriate.

This project shall be performed using English units.

All preliminary plans shall be marked "PRELIMINARY, NOT FOR CONSTRUCTION" on each sheet. Once plans are complete, the "PRELIMINARY" markings shall be removed, and the Roadway Title sheet shall be signed and sealed/stamped by the CONSULTANT's engineer. If the scope of the CONSULTANT's work is limited to certain aspects of the plans, the scope shall be briefly noted near the seal/stamp (e.g., "ROADWAY AND LIGHTING ONLY" or "BRIDGE AND RETAINING WALL ONLY"). If multiple CONSULTANTS develop the plans, each firm shall sign and seal/stamp the title sheet.

It is the responsibility of the CONSULTANT to request and receive approval from the LPA's Project Manager prior to making any changes to plans developed under this contract. This requirement includes plans developed by any subconsultants.

Other provisions herein notwithstanding, in emergencies due to bridge damage, verbal NTP with a follow-up letter of authorization may be given to the CONSULTANT by the LPA, or designee, to assess the damage,

make recommendations for remedial safety measures and obtain essential information for preparing an estimate of time and cost.

As a minimum, the Scope of Work shall be divided into two phases as follows:

**30% PLANS**

Part 1 -- Pre-Design Conference

Part 2 -- 30% Plans

**FIELD SURVEY:**

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be drafted in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests as specified by the LPA, including the following:

Maptech will perform detail topographic mapping along Medgar Evers Boulevard from Woodrow Wilson to Ridgeway Street/Coleman Avenue intersection. Specifically, Maptech will map the newly improved intersections at Summit Drive, MLK Drive, and Toole Avenue. The updated mapping will extend to the existing right-of-way along either side of Medgar Evers Boulevard. The mapping limits along Medgar Evers Boulevard will be from 600 feet northwest of Summit Drive to 300 feet southeast of MLK Drive and from 350 feet northwest of the Holmes Avenue/Toole Avenue intersection to 450 feet southeast of the Holmes Avenue/Toole Avenue. Maptech will also determine the existing northeastern right-of-way line from Woodrow Wilson to 200 feet northwest of Ridgeway Drive. Deliverables will be to append the May 2019 survey deliverable with the updated 2020/2021 improvements in a MicroStation formatted drawing with one-foot contours, surface model, 3D break-lines, and any points used to develop the final mapping. MS ONE Call will be contacted to mark the underground utilities with the above described areas only of Medgar Evers Boulevard.

**30% PLANS:**

Roadway plans shall conform to the MDOT Roadway Design Division's CADD specifications as described in the MDOT Roadway Design Division's CADD User's Manual. Field review plans will include the extension of existing cross drains. If calculations show that structures are insufficient to meet regulations and AASHTO standards, the consultant shall provide recommendations.

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

**Part 1 - PRE-DESIGN CONFERENCE**

The purpose of the conference is to discuss LPA procedures, contract administration, data required by this CONTRACT, the design criteria, and other matters as the parties deem necessary. After the Pre-Design Conference, the Project Director shall authorize the CONSULTANT to proceed with the preparation of the conceptual design plans.

**Part 2 -- 30% PLANS**

After the field survey has been completed, the CONSULTANT will participate in a meeting in order to make a recommendation on which improvements will be included in plan development.

The CONSULTANT shall then prepare and submit field inspection plans in accordance with the LPA'S format. The field inspection plans shall contain, as a minimum:

- A. ROADWAY PLANS: Title sheet, typical sections, preliminary listing of pay items, plan and profile sheets showing preliminary geometrics, profile grades, construction limits, cross-sections, preliminary earthwork quantities, preliminary size and location of all drainage structures. Cross drain structures shall be plotted on the cross sections.

The 30% plans will include Professional Engineering and Technical Services in connection with the design of Water and Sewer Line Replacement and/or Renovation. The project consists of the replacement and/or renovation of the city-owned water and sanitary sewer utilities that are affected by the roadway project. Preliminary Design Phase Services include preliminary design and layout of the water and sewer utilities. Specific items include, but are not limited to:

- 1.1 Preliminary Design Engineering Phase – The work in the Preliminary Design Engineering Phase will be initiated upon receipt of the Authorization to Proceed and shall be completed in the following steps.
  - 1.1.1 Consult with the OWNER and CLIENT to clarify and define the requirements for the Project and review available data.
  - 1.1.2 Assemble and review available data which may be pertinent to the design of the project.
  - 1.1.3 Review topographic survey and subsurface investigation information provided by the Client.
  - 1.1.4 Internal television (TV) inspection of sewers and clean sewer lines as necessary for design purposes.
  - 1.1.5 Prepare preliminary plans and specifications for the replacement and/or rehabilitation of existing sanitary sewer lines, service lines, and service connections. All 6" non-service lines will be replaced with 8" PVC sewer lines. 8" and larger sanitary sewer lines may either be replaced with PVC sewer lines or rehabilitated using cured-in-place pipe. Service lines will be replaced to the right of way.
  - 1.1.6 Prepare preliminary design plans and specifications for the replacement of existing potable waterlines, service lines, and service connections. Waterlines will be replaced with ductile iron pipe. Service lines will be replaced to the right of way.

The CONSULTANT will provide plans for and participate in up to two public meetings which will be facilitated by the LPA.

Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included with these field inspection plans. Any remedial measures required by the LPA's S.O.P. TMD-20-14-00-000, Standard Procedures for Construction of Roadways Through High Volume Change Soils, must be identified and incorporated into the design of right-of-way plans.

The CONSULTANT shall submit four (4) sets of plans for review by the LPA. The LPA shall mark on these copies of the plans all revisions or changes required and return same to the CONSULTANT. Allow approximately three (3) weeks for review by the LPA. After completing any revisions, the CONSULTANT shall submit to the LPA one (1) set of 30% plans.

TRAFFIC ENGINEERING:

A. TRAFFIC SIGNAL DESIGN:

1. Traffic Signal Plans:

Design of traffic signal plans will include layout of traffic signal poles and controllers, type of poles to be used, geometric roadway changes if necessary, surveys, equipment and component design and recapitulation of quantities, and design of interconnected traffic signal systems and design/method of interconnection.

B. OTHER RELATED TRAFFIC/DESIGN SERVICES:

Examples of other related traffic engineering services may include the following:

1. ITS projects as directed by the Roadway Design Division Engineer, while in consultation with the ITS Engineer which may include: CCTV traffic surveillance cameras, video detection cameras or other forms of vehicle detection, CMS and DMS, TMC modifications and additions, and fiber optic cable or other communication devices.
2. As directed, conduct maintenance inspections and/or field inventories of traffic signals, signal systems and signage.



### EXHIBIT 3

#### FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a lump sum basis with an upset limit of **\$501,845.00** or the satisfactory completion of the Scope of Work set forth under "Exhibit 2".

Direct salaries are those amounts actually paid to the person performing the SERVICES, which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this CONTRACT. Accordingly, direct salaries chargeable to this CONTRACT shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project.

#### SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for SERVICE will not be exceeded for all work under this CONTRACT:

##### Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing SERVICES reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's request, all charges for SERVICES must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

##### Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. This policy will include no meal reimbursement when there is no overnight stay. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).**

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

##### Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed **\$501,845.00** (Total of all Charges) without the prior written consent of both parties.

#### FEE AND EXPENSE SUMMARY

	Primes Fee	Primes Direct Costs	Sub-Consultants Fee	Project Total
<b>Project Total</b>	\$207,311.00	\$1040.00	\$293,494.00	\$501,845.00

## EXHIBIT 5

### NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

#### COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, and WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety

Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this CONTRACT or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

## EXHIBIT 6

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) 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;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
  - (d) 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;
  - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
  
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
  - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not

more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the SERVICES of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 12<sup>th</sup> day of August, 2022

*Neel-Schaffer, Inc.*

*Robert Walker*  
*Robert Walker, P.E.*

ATTEST: *Candy Reed*

My Commission Expires:



*Barbara L. Earles*  
Notary

**EXHIBIT 7**

**CERTIFICATION OF THE LPA**

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*The City of Jackson*

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*Chokwe Antar Lumumba, Mayor*

EXHIBIT 9

**PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT**

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program\* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

128686

EEV\* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: [Signature]  
Authorized Officer or Agent

8/12/2022  
Date

Robert Walker  
Printed Name of Authorized Officer or Agent

Area Manager  
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 12<sup>th</sup> day of August, 2022.



[Signature]  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

\* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.





**ORDER AUTHORIZING AN AGREEMENT WITH MYTHICS, INC. FOR ORACLE PLATFORM AS A SERVICE (PaaS) AND INFRASTRUCTURE AS A SERVICE (IaaS) CLOUD SERVICES UNIVERSAL CREDITS LICENSING AND SUPPORT FOR THE CITY OF JACKSON UTILITY BILLING SYSTEM, INCLUDING ORACLE CLOUD INFRASTRUCTURE AND AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL CONVERSION FOR UNIVERSAL CREDITS FUNDED ALLOCATION LETTER (ALL WARDS)**

OFFICE OF CITY ATTORNEY  
JACKSON, MISSISSIPPI  
9/13/2022

**WHEREAS**, the City entered into an agreement with Mythics, Inc. to upgrade the City of Jackson Utility Billing System from Oracle CC&B to Oracle C2M; and

**WHEREAS**, Mythics, Inc. completed the upgrade project on June 30, 2022; and

**WHEREAS**, the City and Mythics, Inc. entered into a software licensing and infrastructure support agreement for the period of July 1, 2022 through September 30, 2022 (Gap Licensing Agreement); and

**WHEREAS**, the City has need of continuing its agreement through Mythics, Inc. to provide licensing for its Oracle C2M Utility Billing System and the Oracle Cloud Infrastructure (“OCI”) where C2M resides; and

**WHEREAS**, the City’s consultant for the Utility Billing System Upgrade, Michael Secor of The Preo Group, previously provided a single source letter stating why having a different vendor being responsible for support of C2M and OCI would be detrimental to the continued success of the Project; and

**WHEREAS**, Michael Secor has recommended that the City change its current contracting structure with Mythics, Inc. and Oracle that is anticipated to save the City money on its licensing and support for C2M and OCI by converting the existing licenses to Oracle Platform as a Service (PaaS) and Infrastructure as a Service (IaaS) credits that will be applied to purchase the existing C2M licensing and the OCI licensing and usage under a funded allocation model; and

**WHEREAS**, Mythics, Inc. will continue to provide sustainment services for the C2M, Customer Self-Service, and OCI by providing infrastructure monitoring of the application and infrastructure environments; will provide Infrastructure OnDemand Services; for C2M, Oracle BI Publisher (BIP), and Oracle Customer Self-Service (CSS); will provide managed services through its project team for the infrastructure for OCI C2M, BIP, CSS; will provide period program reviews consisting of a Project Kickoff, Monthly Management Reviews, 270 Day In-Progress Review; and 6-Month “True Up” Assessment Reviews; will provide a service desk and assess to a knowledge base; and

**IT IS THEREFORE, ORDERED** that the Mayor is authorized to execute a Renewal Conversion for Universal Credits Funded Allocation Letter to Oracle America, Inc. to be delivered to Mythics, Inc. convert the City’s current non-metered Cloud Services subscriptions to a Funded Allocation Model.

Agenda Item #33  
9.13.2022  
(Hillman, Lumumba)

**IT IS FURTHER ORDERED** that the City of Jackson is authorized to purchase through Mythics, Inc. a twelve (12)-month cloud subscription for Oracle PaaS and IaaS Universal Credits on a Funded Allocation Model in an amount not to exceed \$330,774.00 without further City Council authorization for a period beginning on or about October 1, 2022.

**IT IS FURTHER ORDERED** that the agreement is authorized as a single source purchase for the reasons set forth in this order and the December 22, 2020 Order of the City Council found at Minute Book 62, Pages 349-51.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute the Mythics Sustainment Services Statement of Work #148269 to provide the services set forth above and any incidental services stated in the Statement of Work in an amount not to exceed \$199,945.00 for a one-year period beginning October 1, 2022.

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

**September 7, 2022**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description</b>	ORDER AUTHORIZING AN AGREEMENT WITH MYTHICS, INC. FOR ORACLE PLATFORM AS A SERVICE (PaaS) AND INFRASTRUCTURE AS A SERVICE (IaaS) CLOUD SERVICES UNIVERSAL CREDITS, LICENSING AND SUPPORT FOR THE CITY OF JACKSON UTILITY BILLING SYSTEM, INCLUDING ORACLE CLOUD INFRASTRUCTURE AND AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL CONVERSION FOR UNIVERSAL CREDITS FUNDED ALLOCATION LETTER (ALL WARDS)
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6 and 7
3.	<b>Who will be affected</b>	City of Jackson Utility Customers
4.	<b>Benefits</b>	Will allow for the continued success of the upgrade of the City of Jackson Utility Billing System
5.	<b>Schedule (beginning date)</b>	After City Council approval.
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/>  ▪ Consultant <input type="checkbox"/>	Public Works, Water-Sewer Business Administration Division
8.	<b>COST</b>	\$530,719
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	FY23 WSBA Budget
10.	<b>EBO participation</b>	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS  
WATER-SEWER BUSINESS ADMINISTRATION DIVISION**

**MEMORANDUM**

**To:** Hon. Chokwe Antar Lumumba, Mayor

**From:** Jordan Hillman, Director

**Date:** September 7, 2022

**Subject:** Agenda Item for City Council Meeting

Attached you will find an agenda for the September 13, 2022 City Council meeting. This agenda item will allow for a different, less costly, billing structure for the City's Oracle Cloud Infrastructure, C2M Utility Billing Software, and related software license subscriptions annually. This agenda item also authorizes the agreement with Mythics, Inc. necessary for ongoing support of the infrastructure supporting Oracle Cloud Infrastructure and the applications, like C2M.

The cost of the Oracle Funded Allocation Model subscription for a twelve-month period beginning October 1, 2022 is \$330,774.00. The support services agreement with Mythics, Inc. is \$199,945.00 annually, beginning October 1, 2022.

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

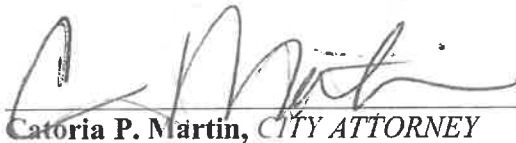
Office of the City Attorney

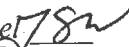
OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2729  
Jackson, Mississippi 39202-2719  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756  
9/8/2022

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING AN AGREEMENT WITH MYTHICS, INC. FOR ORACLE PLATFORM AS A SERVICE (PaaS) AND INFRASTRUCTURE AS A SERVICE (IaaS) CLOUD SERVICES UNIVERSAL CREDITS, LICENSING AND SUPPORT FOR THE CITY OF JACKSON UTILITY BILLING SYSTEM, INCLUDING ORACLE CLOUD INFRASTRUCTURE AND AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL CONVERSION FOR UNIVERSAL CREDITS FUNDED ALLOCATION LETTER (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

  
Catoria P. Martin, CITY ATTORNEY

Terry Williamson, Legal Counsel 

9/8/22  
DATE



# MYTHICS™

## MYTHICS SUSTAINMENT SERVICES STATEMENT OF WORK #148269

In response to  
WSBA Oracle System Production Support  
Request for Quotation  
June 2022

City of Jackson, Mississippi

July 8, 2022

**Submitted to:**

Mike Secor

[msecor@preogroup.com](mailto:msecor@preogroup.com)

**Submitted by:**

Mythics, Inc.

4525 Main street, Ste. 1500, Virginia Beach, VA 23462

CAGE: 1TA34 | DUNS: 013358002

Brandon Pace

Senior Account Representative

Voice: 757-641-7298

Fax: (757) 412-1060

[bpace@mythics.com](mailto:bpace@mythics.com)

*"This SOW includes data that shall not be disclosed outside Customer and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this SOW. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, Customer shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit Customer's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages of this SOW."*

*Mythics has made every reasonable attempt to ensure that the information contained within this proposal is accurate, current, and properly sets forth the requirements as have been determined at the time of submission. The parties acknowledge and agree that the other party assumes no responsibility for errors that may be contained in or for misinterpretations that readers may infer from this document.*

## 1. Description of Services

### 1.1 Consulting Services

Following the go-live / cut-over of the City of Jackson's Oracle Utilities application modernization project scheduled for June 27<sup>th</sup>, 2022, the City of Jackson will be without critical infrastructure operational and sustainment support of the Oracle Cloud Infrastructure environment.

The City of Jackson issued WSBA Oracle System Production Support Request for Quotation to address their requirements and this statement of work is in adherence to the requirements of the solicitation. While the RFQ was submitted scope for both Application Stack and Infrastructure Stack, Mythics is only proposing support for the Infrastructure Stack portions of the SOW. Our previous subcontractor, BOSS USA, has informed us that they are responding directly to the Application Stack portion of the RFQ. Mythics and BOSS feel that this arrangement best suits the financial and support needs of this program over the long-term horizon.

#### Overview of Requested Services

The model leveraged in this Statement of Work delivers the necessary infrastructure support to the City of Jackson for their Oracle Utilities Application environment, while keeping overall operational ownership and control with the City of Jackson team. Mythics will provide fixed-monthly cost Not To Exceed hours based support services across the infrastructure. Mythics' service will provide the proposed services in the form of a firm fixed price baseline service plus a pool of "Not To Exceed" support hours for unforeseen issues or additional support that may be required to support the City of Jacksons infrastructure. The combination of the baseline service and the support hours will be sufficient in support the Infrastructure Stack.

To achieve the objectives outlined in the Request for Quotation, a Service Delivery Manager as a point of contact to the City of Jackson to track quality of the service and manage and report on service requests and OnDemand hours. Our service delivery manager is familiar you're your people, process, and technology; allowing us to be an effective partner from day one after contract award.

Mythics will also provide a monitoring service to ensure incidents, events and problems are avoided and alerts are addressed expeditiously. As infrastructure alerts, incidents, events, problem management or triage requirements surface, the COJ team can evaluate and either address internally or decide to leverage Mythics' OnDemand support to remediate and address. Mythics will address application alerts through the available OnDemand hours each month.

Mythics has included Option Period pricing that represents cost savings in alignment with COJ's objectives of becoming self-sufficient in the technology over the duration of the contract.

#### Infrastructure (OCI) Monitoring

Mythics will provide core monitoring services for the application and infrastructure environments. This leverages several technologies to monitor the whole technology stack: the underlying cloud, the operating systems, databases, app servers and application user experience. This monitoring runs daily health checks for not only the OS and database internals, but also key application workflows, identifying issues before users start accessing the systems. The monitoring service also identifies issues across the technology stack, allowing the application team to rapidly identify OS and database issues that could be impacting the application.

Mythics will address Application tier alerts through the application Operations and Maintenance support services. For infrastructure (database, OS, OCI) alerts, Mythics will notify the COJ IT team members who can address internally or leverage Mythics Infrastructure OnDemand services to assist with remediation.

#### **Infrastructure (OCI) OnDemand Services**

In addition to our technology stack monitoring service, Mythics will deliver monthly OnDemand OCI support services to the City of Jackson for the Oracle Cloud Infrastructure (OCI) environment supporting the Oracle Utilities C2M (C2M), Oracle BI Publisher (BIP), and Oracle Customer Self-Service (CSS) applications.

As alerts, incidents, events, problem management or triage requirements surface, the COJ team can evaluate and either address internally or decide to leverage Mythics' OnDemand support to remediate and address. The City of Jackson will access the Mythics infrastructure specialists through the Service Desk / Portal outlined in section 5 of this Change Request. Custom Application Workflows for monitoring are also developed using the OnDemand hours.

The COJ IT team can leverage Mythics for OnDemand infrastructure support for any of the operational tasks and activities listed in Mythics' Service Catalog in Attachment A. The OnDemand Infrastructure Services will be billed as a fixed monthly cost not to exceed 60 hours/month.

#### **Managed Services Project Team**

The Mythics Managed Services team is comprised of individuals with expertise across a wide variety of disciplines, such as ITIL, PMP, OCI, Oracle applications and more. Your services include access to these individuals at the appropriate time, and as such, access to your environments is critical. You will have a primary account team that is involved in all aspects of our relationship. The dedicated points of contact for your team are listed below:

- **Service Delivery Manager (SDM)**
  - COJ's Primary contact throughout the MMS contract.
  - Coordinates all the maintenance activities and is responsible for sending periodic reports
  - Ensures routine data maintenance and monitoring activities are performed thoroughly and all emergency requests are handled efficiently
  - Handles all escalations and Monthly meetings
  - Front-line COJ satisfaction
- **Manager of Technical Delivery**
  - Manages technical resources when assigned by SDM
  - Coordinates staffing for major maintenance events
  - Conducts training events for Mythics and COJ personnel when necessary
  - Delivers key escalation support for technical issues
- **Executive Sponsor**
  - Escalation support and COJ satisfaction
  - Strategic partnership building and guidance



## **Program Reviews**

A major component of our OnDemand support services program is constant and open communications. This is primarily maintained through the close communication you will have with your named account management team. In addition, we will have a series of structure progress reviews to measure our performance and overall progress in the program. The schedule of these activities is outlined below.

Mythics' team and Service Delivery Manager will establish a daily and weekly communication plan with the City of Jackson team for on-going operational communication and support. In addition to the operational communication plan, below is a high-level overview of the cadence required by the key stakeholders from both Mythics and the City of Jackson.

### *Project Kickoff*

- Attendees: COJ and Mythics Stakeholders
- When: Mutually agreed date following contract execution
- Where: Conference Call
- Meeting Focus:
- Introductions to Mythics managed support services personnel and COJ personnel
- Creation of the communication plan that will be used for the duration of the contract, including escalation matrix
- Establish adequate access (remote, OCI, apps) for Mythics consultants
- Review the acquired services, Service Level Agreement (SLA), and RACI matrix
- Schedule training on the Customer Service Desk Portal

### *Monthly Management Reviews*

- Attendees: COJ and Mythics Stakeholders
- When: Approx. every 30 days after MBA Acceptance
- Where: Conference Call
- Meeting Focus: Review the environment, overall system stability, service level attainment, and discuss and plan for strategic COJ initiatives.

### *270 day In-Progress-Review (IPR)*

- Attendees: Mythics Renewal Team, COJ Stakeholders
- Where: Conference Call
- Meeting Focus: Review number of issues uncovered to date. Discuss the overall progress toward the project plan. Review upcoming periods requiring increased levels of support.

### *6-Month "True-Up" Assessment Reviews*

- Attendees: COJ and Mythics Stakeholders
- When: Approx. 6 months and 12 months following the execution of the CR

- Where: Conference Call
- Meeting Focus: To review the effectiveness, usage and sizing of the NTE hours for the Application and Infrastructure sustainment support to determine if an adjustment of the NTE hours is required.

### **Security**

Mythics' OnDemand Services will be delivered by consultants based within the United States. Our employees complete United States background checks and drug screening prior to employment. Mythics is dedicated to the security of our COJ's data and any collateral maintained within their systems and environments. The following represents a few of the guidelines we have set within our Managed Support Services Program:

- Individual VPN accounts are assigned to each team member
  - When team members leave Mythics or are reassigned, VPN access is denied
- Notice will be provided to COJ when team members are added or remove
- We recommend Secure VPN access be maintained by the COJ administration group
- Mandated use of the request manager for logging of activities performed within the various instances
- Confidential Document Control: All copies of COJ's confidential documents are regularly accounted for and deleted when usage needs have expired

### **Service Desk and Knowledge Base**

Mythics will provide access to our Service Desk, a robust, COJ-specific portal and incident tracking system. The service desk provides a central trouble ticketing system for incident reporting (alongside 24 x 7 phone support), a centralized COJ architecture and infrastructure repository and a Mythics activity journal for live views into any COJ activity. Access to the Service Desk will be provided to up to five key individuals at the COJ (more can be allowed if needed). The Service Desk allows seamless tracking of COJ incidents and is customized to display COJ environment information in dropdown boxes (information is collected during the initial deployment phase). The Service Desk Portal will issue alert emails to both the COJ and Mythics' contacts assigned to the engagement. Additionally, this Service Desk is used as a repository of information collected over time about the COJ database environment. This information may be later used in subsequent time-study reporting to improve system performance and as a repository for frequently asked questions specific to COJ systems. All system information and documentation collected during the implementation phase of the project will be made available to the COJ team in the Service Desk. Service Desk specifics and training for the COJ team will be discussed as part of the project kick-off.

### Knowledge Base

A knowledge base is a repository for "how-to" and troubleshooting information. Knowledge Bases are commonly used by IT Support teams to store and access critical documentation to increase efficiency and collaboration and optimize trouble-shooting and service restoration. Mythics will create a dynamic knowledge base of important COJ environment, background and process information. Mythics' Knowledge Base will drive the following:

- Immediate access to a documented solution, and relevant search results.
- Ability to create new articles quickly

- Automated organization of content
- Communication around key document updates, additions and deletions

#### Parameters

Mythics will perform the services in the Change Request under the parameters as stated. These include COJ responsibilities and the COJ acknowledges that project duration and cost to the COJ under this SOW may be affected if any project parameters or COJ responsibilities are changed or not fully met.

- COJ will provide Mythics proper remote access such as VPN, SSH, RDP, etc. if applicable
  - This extends to all members of the Mythics Managed Services technical team, including any that may join in the future
  - COJ will provide access credentials and/or individual clearances within two (2) weeks of any request by Mythics at any time during the term of the services
  - COJ will be responsible for the cost of obtaining any necessary background checks or clearances for Mythics personnel
- COJ will provide Mythics access to the business, COJ, and technical information and facilities necessary to execute the solution.
  - COJ is responsible for coordinating with other organizations and/or contractors to obtain the necessary information.
  - COJ will ensure that appropriate personnel are available to meet with Mythics, as necessary.
- Mythics will be allowed to install and have full access to the system tools necessary for fulfillment of the services.
  - Mythics will be provided the IT resources necessary to install, configure, and run Oracle Enterprise Manager and Oracle Management Cloud Service (a previous COJ environment may be used and/or upgraded to fill this function) with all necessary agents.
  - Mythics personnel will be granted full administrative access to the monitoring tools used by the COJ and/or installed by Mythics.
  - Mythics will be allowed to send alerts and statistical information originating from the monitoring tools in the COJ domain to the Mythics portal and management services
  - If other personnel (either COJ or other contractor) have access to the monitoring tools, there will be separate access granted to Mythics and an auditable process in place to track access and environment changes.

- Mythics personnel will follow all applicable customer change management policies and procedures.
  - Planned maintenance activities that are not priority 1 issues dealing with a major outage or significant security issue will be scheduled with no less than two (2) business days notification
  
- During this effort, Mythics will not be responsible for negotiations with hardware, software, or other vendors, or any other contractual relationship between the COJ and third parties. Mythics, at the request of COJ, will provide input to the COJ regarding optimal product or vendor selection.
  
- Mythics team members will engage in a knowledge transfer exercise as part of this effort relative to Mythics services, product functionality, similar installations, and techniques.
  
- COJ is responsible for all third-party vendor communications for inbound and outbound file interfaces and processes.
  
- The Mythics Services represented in this contract include an analysis of the current and near-term needs for the City's v2.5.0.2 Customer Care and Billing systems. This contract may need to be appended if the systems are upgraded to v2.6, v2.7, and or Customer to Meter (C2M). This contract does not include support for the City's current Meter Data Management (MDM) application created and hosted by Mueller Systems.
  
- **Renewal of Services**
  - COJ can renew the services described within this Statement of Work at the completion of the contract.
  - If COJ chooses to not renew the services, Mythics obligation to perform the services will cease on the last day of the current term.
  - Per the request outlined within the Request for Quotation, Mythics and COJ will complete a formal review and adjustment of the services at the end of the 1<sup>st</sup> term and mutually work to outline a roadmap transitioning from a majority turnkey support solution to a mixed support plan over the following 3 option years. Mythics has estimated out that support plan in our pricing section below.

**Severity Level Definitions**

Severity Level	Description
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<b>Severity Level 1 Critical Business Impact</b>	<p>Customer major application or mission critical system is stopped or so severely impacted that they cannot reasonably continue work.</p> <p>Customer resources must be made available in Severity Level 1 situation and reasonably cooperate with Mythics to resolve the issue.</p> <p>Severity Level 1 problems could have the following characteristics:</p> <ul style="list-style-type: none"> <li>• System hang or crash situations</li> <li>• Data loss or data corruption</li> <li>• Critical functionality not available</li> </ul>
<b>Severity Level 2 Significant Business Impact</b>	<p>Customer implementation or production use of Oracle products in a primary business service, major applications or mission critical systems are functioning with limited capabilities or are unstable with periodic interruptions. The software may be operating but is severely restricted.</p> <p>Severity Level 2 problems could have the following characteristics:</p> <ul style="list-style-type: none"> <li>• Application error or failure forcing a restart or recovery</li> <li>• Severely degraded performance</li> <li>• Functionality unavailable but the system can operate in a restricted fashion.</li> </ul>
<b>Severity Level 3 Minimal Business Impact</b>	<p>Minor product features unavailable but a workaround exists, and most of software functions are still useable. Customer work has minor loss of operational functionality.</p> <p>Severity Level 3 problems could have the following characteristics:</p> <ul style="list-style-type: none"> <li>• Error message with workaround</li> <li>• Minimal performance degradation</li> <li>• Incorrect product behavior with minor impact</li> <li>• Oracle functionality or configuration issue during implementation</li> <li>• Issues in Development /Test environment</li> </ul>

<p><b>Severity Level 4 Nominal Business Impact</b></p>	<p>Minor problem or question that does not affect the software function such as documentation, general questions, or enhancement requests. There is no impact to product usage or customer's operations. Severity Level 4 problems could have the following characteristics:</p> <ul style="list-style-type: none"> <li>• General requests for advice on usage</li> <li>• Clarification on product documentation or release notes</li> <li>• Product enhancement request</li> </ul>
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### Change Control

Mythics has made every attempt to accurately estimate the time and effort required to successfully deliver the services described within. COJ acknowledges and agrees that COJ induced Changes are out of Mythics' control, and the length of the project and associated price could be impacted, thus, necessitating a change.

Examples of valid Changes consist of, but are not limited to, the following:

- COJ does not grant timely access to all Mythics personnel required to deliver service
- COJ does not grant access to accurate documentation on environments or personnel to do knowledge transfer on environments
- Malfunctioning hardware or software.
- Delays or problems with telecommunication equipment managed or installed by third parties.
  - Cabling, servers, routers, hubs, and switches.
- Conflicts or incompatibilities associated with the installation of hardware or software installed by Mythics.
- COJ increases the scope of services requiring additional labor, hardware, software, materials, travel, lodging, meals, or other direct costs.

If any changes cause an increase or decrease in the cost or risk of service delivery, Mythics will make an equitable adjustment to the price of services, type of services, or Service Level Agreements and COJ 's order shall be modified in writing accordingly. Any claim for adjustment under this section shall be deemed waived unless asserted in writing within thirty (30) days from the date of receipt by Mythics of the change order, provided, however, that COJ, if it decides that the facts justify such action, may receive and act upon such claim submitted at any time prior to final payment under COJ 's order. Any such claim must set forth the amount of any increase or decrease in the cost of performance resulting from the change in the format and detail reasonably specified by COJ. Failure to agree upon an equitable adjustment shall relieve Mythics from proceeding in performance of COJ's order as changed. Each Change Order shall be governed by the terms of the original SOW and shall reference the effective date of the SOW.

COJ 's engineering and technical personnel may from time to time render assistance, give technical advice, or exchange information with Mythics' personnel in relation to COJ's service. Such assistance, advice, and/or exchange of information shall not be construed as COJ's consent or authority to effect

any changes to COJ's order or the goods and/or services provided thereunder. Under no circumstances shall any resulting change in goods and/or services or provisions of COJ's order be binding upon COJ unless incorporated as a change in accordance with the paragraphs above.

## **1.2 Customer Specific Obligations**

Engagement success relies heavily on COJ engagement. Mythics requires the following, known, activities, roles, and participation from Customer. Additional requests and requirements may surface during delivery and will be tracked by the Project Manager.

COJ's engineering and technical personnel may from time-to-time render assistance, give technical advice, or exchange information with Mythics' personnel in relation to COJ's service. Such assistance, advice, and/or exchange of information shall not be construed as COJ's consent or authority to effect any changes to COJ's order or the goods and/or services provided thereunder. Under no circumstances shall any resulting change in goods and/or services or provisions of COJ's order be binding upon COJ unless incorporated as a change in accordance with the paragraphs above.

## 2. Fees: Fixed Price Labor & Travel

Pricing for this project is based on the defined scope, assumptions, timelines, roles and responsibilities of all parties as outlined in this proposal. Mythics will provide the services outlined above on a Fixed Price basis using the payment schedule below.

### Year 1 Pricing:

Service	Period of Performance	Monthly Cost	Total Cost
Mythics Oracle Infrastructure Monitoring Services	12 Months	\$3,712.08	\$44,545.00
Mythics OnDemand Infrastructure Services – 60 hours per month	12 Months	\$12,950.00	\$155,400.00
<b>Total Cost:</b>			<b>\$199,945.00</b>

### Year 1 Pricing Notes

1. Mythics' OnDemand Services are fixed-monthly cost with the following Not To Exceed limits:
  - Infrastructure: 60 hours/month
2. Pricing includes Service Delivery Management

### Option Years:

Per the request outlined within the Request for Quotation, Mythics and COJ will complete a formal review and adjustment of the services at the end of the 1<sup>st</sup> term and mutually work to outline a roadmap transitioning from a majority turnkey support solution to a mixed support plan over the following 3 option years. Mythics has estimated out that support plan in our Option Year pricing below.

### Option Year 1 Pricing:

Service	Period of Performance	Monthly Cost	Total Cost
Mythics Oracle Infrastructure Monitoring Services	12 Months	\$3,712.08	\$44,545.00
Mythics OnDemand Infrastructure Services – 40 hours per month	12 Months	\$8,633.33	\$103,600.00
<b>Total Cost:</b>			<b>\$148,145.00</b>



**Option Year 2 Pricing:**

Service	Period of Performance	Monthly Cost	Total Cost
Mythics Oracle Infrastructure Monitoring Services	12 Months	\$3,712.08	\$44,545.00
Mythics OnDemand Infrastructure Services – 20 hours per month	12 Months	\$4,316.66	\$51,800.00
<b>Total Cost:</b>			<b>\$96,345.00</b>

**Option Year 3 Pricing:**

Service	Period of Performance	Monthly Cost	Total Cost
Mythics Oracle Infrastructure Monitoring Services	12 Months	\$3,712.08	\$44,545.00
Mythics OnDemand Infrastructure Services – 10 hours per month	12 Months	\$2,158.33	\$25,900.00
<b>Total Cost:</b>			<b>\$70,445.00</b>

Mythics may utilize any of the following labor categories to deliver the services defined within this SOW. Mythics has made every effort to accurately estimate the hours required to accomplish the defined scope. Customer will be invoiced for hours worked, by labor category, at the rates below. Any additional hours required or requested are subject to the same rate, invoicing and payment terms.

Labor Category
Senior Solution Architect
Solution Architect
Senior Principal Consultant
Principal Consultant II
Principal Consultant I
Senior Consultant
Staff Consultant

Associate Consultant
Program Manager
Project Manager II
Project Manager I
Contracts Administrator / Engagement Manager / Administration
Subject Matter Expert II
Subject Matter Expert I

Customer hereby acknowledges and agrees that the offer of pricing and other terms set forth in this SOW shall expire on Cover page date +30 calendar days. The offer of pricing and other terms set forth in this SOW shall become effective and binding on Mythics and Customer only upon the execution of this SOW by the parties on the date this agreement is fully executed.

### 3. Terms and Conditions

Mythics is submitting this proposal pursuant to the terms and conditions of Mythics' US Communities Contract No.: 180233, fully executed on 12 December 2018 and the professional services terms incorporated herein. Any additional terms amended to this order 1) must be mutually agreed to by the Parties, and 2) in the case of a conflict, Mythics' US Communities Contract terms and conditions will govern.

**Warranty** – Mythics warrants that the services will be provided in a professional manner consistent with industry standards. COJ must notify Mythics of any warranty deficiencies within ninety (90) calendar days from performance of the services.

THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR ANY BREACH OF THE WARRANTY, COJ'S EXCLUSIVE REMEDY, AND MYTHICS' ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF MYTHICS CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO MYTHICS FOR THE DEFICIENT SERVICES.

**Standard of Conduct** - In rendering services under this Agreement, Mythics shall conform to the highest professional standards of work and business ethics. Mythics shall not use time, materials, or equipment of the COJ without the prior written consent of the COJ.

**Payment Terms** - All payments from COJ to Mythics are due in full within thirty (30) days after receipt of a valid invoice. If any portion of a bill has not been paid, except for items disputed by the COJ, within the sixty (60) day period, interest at the rate of twelve percent (12%) per annum, compounded monthly, of all owed amounts, shall automatically be added to the amount owed. If any balance remains outstanding seventy-five (75) days following the date of the invoice, Mythics may terminate this Agreement or any portion thereof. Termination of this Agreement or any portion thereof pursuant to this provision shall not release COJ from any of its obligations hereunder. All payment or invoice inquires should be directed to the following points of contact:

Mythics, Inc.	COJ
Accounts Receivable	Accounts Payable
4525 Main Street, Suite 1500	Address
Virginia Beach, Virginia 23462	
Attn: Patricia Holley	Attn:
Telephone: 757-452-6291	Telephone:
Facsimile: 757-963-6198	Facsimile:
Email: <a href="mailto:ptholley@mythics.com">ptholley@mythics.com</a>	Email:

**Indemnification** - Mythics covenants to fully indemnify, save and hold harmless COJ, its officers, employees, and agents ("Indemnitees") against all liability, damage, loss, claims, demands and actions of any kind on account of personal injuries (including, without limiting the foregoing, workers' compensation and death claims), or property loss or damage of any kind, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with services or products provided by Mythics under this agreement which may be attributed to negligence by Mythics.

**Intellectual Property Rights** - All drawings, models, designs, formulas, methods, documents and tangible items prepared for and submitted to the COJ by Mythics in connection with the services rendered under this Agreement shall belong exclusively to the COJ and shall be deemed to be works made for hire (the "Deliverable Items"). To the extent that any of the Deliverable Items may not, by operation of law, be works made for hire, Mythics hereby assigns to the COJ the ownership of copyright or mask work in the Deliverable Items, and the COJ shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Deliverable Items. Mythics agrees to give the COJ or its designees all assistance reasonably required to perfect such rights.

Notwithstanding the foregoing, COJ acknowledges that, as part of performing the Services, Mythics may utilize proprietary software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques that have been originated or developed by Mythics or that have been purchased by or licensed to Mythics (collectively, the "Mythics' Proprietary Materials"), including enhancements, modifications or additions that have been developed while Mythics has been performing the Services under this Agreement. Mythics grants the COJ a perpetual, non-exclusive, worldwide, non-transferable license to use Mythics' Proprietary Materials in connection with the Deliverables or the Services. COJ agrees that Mythics shall retain sole and exclusive right, title and interest in and to Mythics' Proprietary Materials.

**IP Indemnification** - If a third party makes a claim against you ("Recipient"), that any information, design, specification, instruction, software, data, or material ("Material") furnished by Mythics ("Provider"), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider if the Recipient does the following:

- Notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice the claim, (or sooner if required by applicable law);
- gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and any unused, prepaid technical support fees you have paid for the license. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Mythics will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Mythics. Mythics will not indemnify you for infringement caused by your actions against any third party if the program(s) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third-party intellectual property rights. Mythics will not indemnify you for any claim that is based on: (1) a patent that you were

made aware of prior to the effective date of this agreement (pursuant to a claim, demand or notice); or (2) your actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

**Limitation of Liability** - UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, DATA, USE, OR SAVINGS) INCURRED BY EITHER PARTY, OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. MYTHICS' TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY COJ UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES.

**Confidential Information** - In performing consulting services under this Agreement, Mythics may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the COJ. Mythics agrees that Mythics will not and Mythics' employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than the COJ, or disclose such Confidential Information without the written authorization of the President of the COJ, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

"Confidential Information" means information, not generally known, and proprietary to the COJ or to a third party for whom the COJ is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the COJ, any vendor names, COJ and supplier lists, databases, management systems and sales and marketing plans of the COJ, any confidential secret development or research work of the COJ, or any other confidential information or proprietary aspects of the business of the COJ. All information which Mythics acquires or becomes acquainted with during the period of this Agreement, whether developed by Mythics or by others, which Mythics has a reasonable basis to believe to be Confidential Information, or which is treated by the COJ as being Confidential Information, shall be presumed to be Confidential Information.

**Non-Solicitation** - It is expressly agreed that neither Party will directly solicit, hire, consult, or otherwise contract with any employee(s) of the other Party who are associated with the investigation / marketing efforts and subsequent proposals, and/or contract/subcontract efforts called for under this Agreement during the course of this Agreement for a period of one (1) year thereafter without prior written consent of the other Party. This shall not prohibit one Party from hiring any employee of the other Party who responds to (i) routine employment solicitations, or open house or job fair events, or (ii) widely distributed announcements of job openings.

**Disputes** – Disputes under this agreement shall be referred to the appropriate COJ president, or their designee, and Mythics' president, or their designee, thirty (30) days before either party may commence formal proceedings; provided however, that this provision shall not restrain either party from seeking injunctive or equitable relief.

When seeking to resolve a dispute, the party's designated executives shall consider the types and impacts of the disputed matters, the effect of the dispute on the Program and COJ's success as awardee, the cost to both parties of resolving the dispute and the practical effects on the business of each party resulting from the resolution or failure to resolve any such dispute.

In the event that the designated executives are unable to resolve a dispute in the required time or longer, if extended by the mutual agreement of the parties, either party may then submit the matter for formal proceedings which may include litigation or alternate dispute resolution.

In the event litigation is necessary to enforce any provision of or resolve any dispute arising out of this Agreement, the Parties agree that any proceeding relating to or arising from the Agreement shall be heard and litigated exclusively in a state or federal court located in the County or City of Virginia Beach, Commonwealth of Virginia. Each party hereto consents to the personal jurisdiction in any such action brought in any such court, consents to service of process by registered mail upon each party's designated legal counsel and waives any objection to venue in any such courts and any claim that any such court is an inconvenient forum. During this process, each party will continue performing its obligations under this agreement.

**Governing Law** - This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to such State's principles of conflicts of laws and the laws of the United States of America. Any claim or cause of action arising out of or connected with this Agreement shall be brought exclusively in the Circuit Court of the City of Virginia Beach, Virginia or in the Federal Court in the Eastern District of Virginia, Norfolk Division. The parties consent to submit to the personal jurisdiction of such courts and waive any and all objections to such jurisdiction and venue.

**Modification** - No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

**Force Majeure** - Neither party shall be liable to the other for any loss, claim or damage as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from: acts of the government; acts of God; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery; power failures and shortages; fires; floods; epidemics and unusually severe weather conditions; or other causes which do not result from the fault or negligence of such party.

#### 4. Signatures

IN WITNESS WHEREOF, the parties have caused this SOW to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this SOW duly authorized by all necessary and appropriate legal action to commit the organization he represents to the terms and conditions of this SOW.

Accepted by:	City of Jackson, MS	Mythics, Inc.
Name: Title: <i>(Authorized Signatory)</i>  Signature:		Deonte J. Watters, CCMAP Director of Contracts
Mailing Address:		Mythics, Inc. 4525 Main Street, Suite 1500 Virginia Beach, VA 23462
Date:		
Phone:		(757) 412-4362
Email:		ConsultingContracts@mythics.com

-----**Attachment A**-----

Attachment A. - Mythics OnDemand Sample OCI Sustainment Task List	
Service Type	Available for OnDemand Support
Event Management	✓
Incident Management	✓
Automated Incident Response	✓
Capacity Planning	✓
Change Management	✓
Problem Managemt	✓
RAC Support	✓
DataGuard/ActiveDataguard Management	✓
DB Patching Cycles per Year - OCI DBaaS	4 (recommended)
Additional OCI Patch Cycle effort	4 Hours (estimated)
Additional Opatch Based Patch Cycle - Generic DB Effort	8 Hours (estimated)
Additional Complex Database Patching Cycle Effort - OUA.	18 Hours (estimated)
Patch Service Hours	24x7x365
DB Backups to OCI DB Object Storage	14 cycles per week

Daily Database Tasks	Available for OnDemand Support
Health check of the Database Instance and Listener.	✓
Check oracle license and report feature usage	✓
Monitor Alert log file and/or check Alert log in regular interval to solve the ORA errors.	✓
Check the temporary tablespace/files.	✓
Check all CRONTAB house-keeping script logs	✓
Check OMC/OEM Agent is running or not in each node.	✓
Check locked and expired user in database and unlock/reset/inform to business users. Monitor user account GRACE period.	✓
Ensure that there are no DBMS_JOBS with the status of failed or broken. Also last refresh times of all running jobs should be current.	✓
Monitoring Backups.	✓
Verify DBSNMP is running	✓
Verify success of database backup	✓
Monitoring the log files, backups, database space usage and the use of system resources.	✓
Check the UNDO tablespace and retention.	✓
Monitor the Unix /tmp and /var location	✓
Monitor all Database file system or drive.	✓
Check and monitor audit log or table for new audit entry.	✓



- Monitor the UTL\_FILE location. ✓
- Monitor Archive Log location. ✓
- Verify success of database archiving ✓
- Daily RMAN(Incremental & Cumulative)/Data Pump export backups after business hours. ✓
- User Management. User Profile monitoring. ✓
- Backup your CRONTAB or Windows job scheduler ✓
- Check the objects reaching to it's Max extents ✓
- Check for Block corruption ✓
- Check any session blocking the other session and oracle locks. Clear locks ✓
- Daily Tablespace utilization and growth. ✓
- Note, All tables should have unique primary keys, so check missing/disabled PK and Rebuilding of Indexes if bulk load of data is inserted. ✓
- Monitor daily failed login attempt in database and update to respective end uses. ✓

#### Weekly DBA Checklist

Available for  
OnDemand Support

- Look in SQL\*Net logs for errors, issues (Both in COJ side & Server side) ✓
- Archive and compress all Alert Logs and application log to history location. ✓
- Archive or delete trace files from diagnostic destination. ✓
- Archive and compress audit files to a separate location. ✓
- Archive or delete listener log file. ✓
- Monitor weekly report of RMAN full database backup and incremental backups. ✓
- Manage weekly cold backup during maintenance windows. ✓
- Truncate the listener.log file in the \$ORACLE\_HOME/network/log ✓
- Analyze database and schemas to gather statistics ✓
- Check index monitoring usage to validate the index usage which is not used yet. ✓
- Check the number of log switch per hour/day/week. Generate analysis report and resize you file system/drive. ✓
- Check how much redo generated per hour ✓
- Check free quota limited available of each user ✓
- Database growth comparison. ✓
- Identify bad growth projections. ✓
- Make sure all indexes should use INDEXES tablespace and should not use DATA/Other tablespace. ✓
- All index data file should not be in same file system where the DATA tablespace or SYSTEM/SYSAUX/UNDO/TEMP datafiles are. ✓
- Relocate Indexes ✓

#### Database Tuning Tasks

Available for  
OnDemand Support

- Check the Chaining & Migrated Rows ✓
- Check the size of tables & check whether it need to partition or not ✓

- Check the objects having the more extents ✓
- Check the tables having FK but there is no Index ✓
- Check the tables having no Indexes and tables having more Indexes ✓
- Check the frequently pin objects ✓
- Check the objects reload in memory many time ✓
- Check open cursor not reaching to the max limit ✓
- Check locks not reaching to the max lock ✓
- Check I/O of each data file ✓
- Resolve Chaining & Migrated Rows ✓
- Partition Tables ✓
- Add extents to Objects ✓
- Add indexes and FK to tables ✓
- Move pin objects into separate tablespace & in cache ✓

**Monthly DBA Checklist - OnDemand to implement** Available for OnDemand Support

- Review database file activity. Compare to past output to identify trends that could lead to possible contention. ✓
- Investigate fragmentation (e.g. row chaining, etc.). ✓
- Check default tablespace & temporary tablespace of each user ✓
- Check the Extents of each object and compare if any object extent are overridden which is define at tablespace level ✓
- Tablespace need coalescing ✓
- Check the overall database statistics ✓
- Index Rebuild. ✓
- Tablespace reorganization. ✓
- Bounce critical database once a month (If no cold backup configured) ✓
- Look for Harmful Growth Rates ✓
- Check location of data file also check auto extendable or not ✓
- Trend analysis of objects with tablespace, last analyzed, no. of Rows, Growth in days & growth in KB ✓

**Quarterly DBA Checklist** Available for OnDemand Support

- Patching ✓
- Database Reorganization ✓
- Check the quota of non-system tables in system tablespace. ✓
- Bounce most critical database once a month (If no cold backup configured) ✓
- Review common Oracle tuning points such as cache hit ratio, latch contention, and other points dealing with memory management ✓

**Daily OS Checklist** Available for OnDemand Support

- Monitor system log files in regular interval to solve the OS errors. ✓
- Monitor newly installed software ✓
- Check for Block corruption ✓
- Check RAM consumption, including swap ✓
- Check disk mirroring if applicable ✓
- Check Run Queues, and report when they are at critical levels ✓
- Check OMC/OEM Agent is running or not in each node. ✓
- Check all CRONTAB house-keeping script logs ✓
- Monitor Log file rotation ✓
- Monitoring Backups. ✓
- Monitor daily failed login attempt in OS and update to respective end users. ✓
- Daily filesystem utilization and growth, both space and inodes. ✓
- User Management. User Profile monitoring. ✓

#### Weekly OS Checklist

Available for  
OnDemand Support

- Archive and compress all system logs and application log to history location. ✓
- Archive or delete core files ✓
- Resource growth comparison. ✓
- Identify bad growth projections. ✓

#### Monthly OS Checklist

Available for  
OnDemand Support

- Look for Harmful Growth Rates ✓
- Trend analysis of system resources, last analysed, RAM, swap, inodes, run queues, etc. ✓

#### Quarterly OS Checklist

Available for  
OnDemand Support

- Patching ✓
- Ksplice Support ✓

**Whereas:**

- City of Jackson, MS (“**You**” or “**you**”) has previously acquired through Mythics, Inc. (“**Mythics**” or “**Partner**”) non-metered Cloud Services under Subscription IDs 7353576, 7353577, 7353578, 7353579, and 7353580 (the “**Previous Services**”);
- You currently access and use Previous Services in Your **existing “tenancy”**, as such term is defined in the Oracle PaaS and IaaS Universal Credits Service Descriptions, (the “**Existing Tenancy**”);
- Oracle America, Inc. (“**Oracle**”) has entered into a Cloud Services order (the “**FAM Order**”) with the Partner to distribute Oracle PaaS and IaaS Universal Credits under Funded Allocation Model (the “**FAM Cloud Services**”) to You; and
- Oracle and You agree that, pursuant to the FAM Order, instead of renewing the Previous Services, the Partner will convert the Previous Services to the FAM Cloud Services for distribution to You in accordance with the terms and conditions of this Renewal Conversion for Universal Credits Funded Allocation Model Letter (the “**Letter**”).

**Accordingly, You acknowledge and agree to the following terms and conditions:**

1. The Partner has informed You that the FAM Order is converting the Previous Services to the FAM Cloud Services identified in the agreement You enter into with the Partner for the purchase and distribution of such services.
2. The Cloud Services Start Date for FAM Cloud Services shall be five (5) business days prior to the last day of the Services Period for the Previous Services (the “**Previous Services End Date**”).
3. Converting Previous Services to FAM Cloud Services requires Your strict adherence to the following steps:
  - a. Execute and return your order with the Partner by **15-September-2022**;
  - b. Follow the instructions specified in the FAM Cloud Services “activation email” that your Cloud Services account administrator will receive from Oracle to create a new FAM Cloud Services account (the *Create New Cloud Account* option in the activation email) and **not** to activate services into an existing Cloud Services account (the *Activate into Existing Cloud Account* option in the activation email);
  - c. Activate/set up Your FAM Cloud Services account **within three (3) business days** of the Cloud Services Start Date of FAM Cloud Services; and
  - d. Notify the Oracle points of contact specified below, through the Partner, of the information requested in the table below within such three (3) business days.
4. **During the five (5) business days prior to Previous Services End Date**, You may not use any services under the FAM Cloud Services account; however, You may continue to use the Previous Services under the Previous Services account until the Previous Services End Date.
5. **After the Previous Services End Date:**
  - a. You shall access and use the Existing Tenancy under the FAM Cloud Services account;
  - b. You may **not** initiate new service instances in any new tenancy created under the FAM Cloud Services account; instead, You may initiate new service instances in the Existing Tenancy under the FAM Cloud Services account;
  - c. You may continue to use the Previous Services account to manage your users and groups, if applicable; and
  - d. The part numbers specified in the rate card of your FAM Order or in the Cloud Portal shall apply to Cloud Services, which may be different from the part numbers for the corresponding Cloud Services specified in the Previous Services order (for example, for “Oracle Cloud Infrastructure - Block Volume” Cloud Service with “Gigabyte Storage Capacity per Month” metric, B89435 applies in the Previous Services order and B91961 applies under the FAM Order).
6. Notwithstanding the foregoing, if the day after the Previous Services End Date is a Saturday, Sunday, or a U.S. holiday, the conversion from Previous Services to FAM Cloud Services shall occur on the next business day; and you will not be invoiced for any use of the Previous Services on such Saturday, Sunday, and/or U.S. holiday.
7. Failure to comply with the above terms and conditions (including all applicable timing requirements) may result in Your Previous Services expiring without completing the conversion to the FAM Cloud Services; and should such expiration occur You understand the following:
  - a. The conversion process described in this Letter will immediately terminate;
  - b. Continuing to access and use the Previous Services would require You to execute a new renewal order extending the Previous Services at Oracle’s then-current list pricing for such Services (subject to any discounts Oracle may grant at the time of such renewal); and

- c. Absent a new renewal order extending the Previous Services described in the preceding subsection 7(b), any use of FAM Cloud Services shall be limited to initiating new service instances in the new tenancy created under the FAM Cloud Services account and not in the Existing Tenancy.
- 8. Oracle will have no liability to You arising out of or relating to Your non-compliance with the terms and conditions of this Letter, including but not limited to liability that may arise from the expiration or interruption of the Previous Services described in paragraph 7 above.

The foregoing are not exclusive of any additional terms and conditions applicable to the FAM Cloud Services set forth in the agreement You enter into with the Partner for the purchase and distribution of such services.

<b>Your Name:</b>	City of Jackson, MS	
Carla Dazet	Christopher Cockrell	
<b>Your Contact Telephone:</b>	601-960-0794	
<b>Your Cloud Services Account Administrator E-mail:</b>	ccockrell@jacksonms.gov	
<b>CSI Number for Previous Services</b>	22357032	
<b>Oracle Points of Contact</b>	Kevin Ortiz	<a href="mailto:kevin.ortiz@oracle.com">kevin.ortiz@oracle.com</a>
	Justin Staylor	<a href="mailto:justin.staylor@oracle.com">justin.staylor@oracle.com</a>

You must provide the following information to Oracle Points of Contact within three (3) business days of Cloud Services Start Date of FAM Cloud Services:

<b>Your Previous Services Data Center Region (e.g., North America, US Government, US Department of Defense)</b>	
<b>Your Previous Services Account Name</b>	
<b>Your FAM Cloud Services Account Name</b>	

\_\_\_\_\_  
 An authorized signatory for and on behalf of **City of Jackson, MS**

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature Date



# MYTHICS™

Randy Dorsay  
 Phone: 757.963.5493  
 Fax: 757.965.9486  
 Email: rstageberg@mythics.com

Company Name: City of Jackson

Estimate Number: 082522  
 Prepared on: 8/25/22  
 Valid thru: 9/15/22

4525 Main Street, Suite 1500  
 Virginia Beach, VA 23462

Item Nbr	Cloud Services	Part Number	Service Period	Cloud Resource Quantity	Value	Extended Price
1	Oracle PaaS and IaaS Universal Credits	B88206	12 Months	1	\$ 330,774.00	\$ 330,774.00
<b>TOTAL: 12 MONTH CLOUD SUBSCRIPTION</b>						<b>\$ 330,774.00</b>
<b>TOTAL: CLOUD SUBSCRIPTIONS</b>						<b>\$ 330,774.00</b>

**Additional Information:**

This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and to software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.

Mythics DUNS#: 013358002  
 Mythics Fed Tax ID# 54-1987871  
 CAGE CODE: 1TA34

Support services are provided under Oracle's then current technical support policies located at: <http://www.oracle.com/support/policies.html>  
 You agree that Mythics has the right to cancel your support due to non-payment.  
 Media is available for download at no additional cost at <http://edelivery.oracle.com/>

In reliance on your order, Mythics will issue a non-cancellable order with its supplier for Cloud, software or hardware products ordered. Therefore all orders are non-cancellable

**Additional Fees for Any Increased Usage/Capacity:**

As described in the Oracle Government Tech Cloud Service Descriptions document available at <http://www.oracle.com/contracts>, if you in a given month exceed the quantity of services specified for any of the Cloud Services listed in the tables above section A with "Government" in the product name ("Government Tech Cloud Services"), then you must pay for such increased usage/capacity at the Unit Net Price specified in your order."

**No Auto-Renewal**

Notwithstanding any statement to the contrary in the Service Specifications, You expressly agree that the Services acquired under this order will not auto-renew.

**Under the "Funded Allocation Model"**

Oracle allows You the flexibility to fund for the Services Period under Your order the total amount (the "Funded Allocation Value") specified in Your order with the Oracle's authorized reseller (the "Oracle Reseller"), which is to be applied towards the future usage of eligible Oracle IaaS and PaaS Cloud Services specified in the rate card attached to Your order with the Oracle Reseller or as seen in the cloud portal provided such Cloud Services are available in production release when ordered, at the fees specified in the rate card. Oracle Reseller will invoice You monthly in arrears based on Your actual usage for the prior month at the rates for each activated Oracle IaaS and PaaS Cloud Service as defined in Your order

**Support Reward for Cloud Consumption End User Terms**

During the Services Period of the OCI Services under this order, You will receive from Oracle a reward of 0.25 US Dollars (the "Reward") for every 1 US Dollars of Oracle Cloud Infrastructure Cloud Services ("OCI Services") that You consume during the Services Period and that You may apply towards renewals of Software Update License & Support for Oracle Programs, provided that:

- (a) the Reward will not accrue for (i) OCI Services SKUs that are assigned to a Non Discount Eligible Cloud Services category in the applicable service description, (ii) OCI Services that are consumed pursuant to a Pay as You Go model as described in the applicable service description, (iii) Third Party Products available via the Cloud Marketplace, or (iv) non-metered OCI Services SKUs;
- (b) You may only apply the Reward towards the pre-tax value of renewals of Software Update License & Support for Oracle Technology Programs listed on the then current Oracle Technology Global Price List and not for any other support offering (e.g., not for first year Software Update License & Support nor for hardware support); notwithstanding the foregoing, if Software Update License & Support is no longer being provided for an Oracle Technology Program, then You may apply the Reward towards the pre-tax value of renewals of the then available support for the applicable Oracle Technology Program (e.g., sustaining support);
- (c) the Reward will be issued monthly in arrears and will be valid for 12 months from the date of issuance of the applicable Reward;
- (d) You will start accruing towards Your first Reward at the start of the Services Period;
- (e) You understand that if the OCI Services under this order are terminated due to Your breach of Your applicable agreement with Oracle or this order, then You will cease earning any Rewards starting from the effective date of termination; furthermore, if termination is due to any failure to pay any fees for the OCI Services under this order, any Rewards accrued and which remain unused as of the effective date of termination, will be deleted from Your Reward account; and
- (f) You acknowledge and confirm that You are permitted by all applicable laws, regulations, policies and directives to participate in and to accept and apply the Reward and that the Reward does not constitute an unlawful gift, benefit or inducement by Oracle to You to enter into this order or any other agreement for Oracle products and services. You agree that You will not accept or apply the Reward if You are not permitted to accept the Reward (in such event, the Reward is void and is not applicable).

**Purchasing Instructions:**

**Purchase Order MUST reference Mythics Estimate Number and include the following statements in your order:**

**1. This order is placed pursuant to the terms and conditions of:**

US Communities Contract #180233-002

**2. Payment Terms:**

Cloud Services Fees: Monthly in Arrears

**3. Other Terms:**

Per Mythics Quote # 082522

Fax order to 757-965-9486 or email to rstageberg@mythics.com

**ORDER AUTHORIZING A ONE-YEAR AGREEMENT WITH BOSS USA, INC. FOR ORACLE UTILITIES APPLICATION MAINTENANCE AND SUPPORT FOR THE WATER-SEWER BUSINESS ADMINISTRATION DIVISION UTILITY BILLING SOFTWARE (ALL WARDS)**

**WHEREAS**, the Water-Sewer Business Administration Division of the Department of Public Works is responsible for operating and maintaining the Oracle C2M Utility Billing software system; and

**WHEREAS**, BOSS USA, Inc. previously provided extensive subcontract work on the City's recently completed upgrade of the City's utility billing system to Oracle C2M, which began during the last quarter of calendar year 2020 and also worked as a subcontractor on the lift and shift project that moved the CC&B Utility Billing System from the City's failing on-site servers to a stable cloud environment; and

**WHEREAS**, the City will continue to need extensive assistance in the operations and maintenance of the C2M utility billing system during the reorganization of the Water-Sewer Business Administration Division; and

**WHEREAS**, BOSS USA, Inc. proposes to provide operations and maintenance support for the City's utility billing system C2M and associated applications in the form a four-tier approach; and

**WHEREAS**, Tiers 1 and 2 are the front office operations of WSBA; Tier-1 services will be performed by City employees because the functions associated with these services primarily involve interaction with customers; under their proposal, Tier-2 services will be performed primarily by BOSS USA, Inc. employees who have CRM role-bases responsibilities within the application, such as analysts, operators, and administrators who will focus on immense backlog of activities due to the AMI replacement; and

**WHEREAS**, under their proposal, Tier-3 Apps are the back office maintenance functions to be performed primarily by BOSS USA, Inc. employees, who will be focus on enhancement and sustainment of the application stack throughout design, development, and deployment; and

**WHEREAS**, Tier-4 Tech functions will be part of the contract with Mythics, Inc.; and

**WHEREAS**, BOSS USA, Inc. proposes to provide a Service Delivery Manager as a point of contact with the City to track quality of the service, and manage and report on service requests and OnDemand hours; and

**WHEREAS**, BOSS USA, Inc. proposes to provide three Service Types of support for the WSBA Oracle Utilities Application (OUA), namely, Type 1: Tier-2 Application Operations; Type 2: Tier-3 Application Enhancement; and Type 3: Tier-3 Application Maintenance; and

Agenda Item #34  
9.13.2022  
(Hillman, Lumumba)

**WHEREAS**, BOSS USA, Inc. proposes to provide support for the following subset of Type 1 services: a) Business Analysis; b) Customer Operations; c) Billing Operations; d) Meter Operations; e) Field Operations; and f) Batch/Interface Operations; and

**WHEREAS**, BOSS USA, Inc. proposes to provide support for the following subset of Type 2 services: a) OUA Application Configurations; b) OUA Application Enhancements; c) OUA Application Workshops/Training; d) OUA Reports & Self-Service Application Enhancements; and

**WHEREAS**, BOSS USA, Inc. proposes to provide support for the following subset of Type 3 services: a) OUA Services Requests (Severity 1); b) OUA Services Requests (Severity 2, 3); c) OUA Technology Services Requests (Severity 1, 2, 3); and d) OUA Patching (Patch sets and critical patch updates); and

**WHEREAS**, BOSS USA, Inc. proposes to provide Service Type-2 and -3 support to be billed at a fixed monthly cost not to exceed 500 hours/month for each Service Type; and

**WHEREAS**, BOSS USA, Inc. proposes to provide periodic program reviews on weekly basis for WSBA, City of Jackson Information Systems, Mythics, Inc. as the Oracle Cloud Infrastructure vendor, and BOSS USA, Inc. and on a monthly basis for the City of Jackson Billing System Project Steering Committee and BOSS USA, Inc.; and

**WHEREAS**, BOSS USA, Inc. proposes to provide access to a Service Desk and Knowledge Base for troubleshooting OUA issues; and

**WHEREAS**, BOSS USA, Inc. proposes to provide the services under the agreement at a firm fixed price of \$1,142,880.00 for a one-year period beginning October 1, 2022; and

**WHEREAS**, the Water-Sewer Business Administration Division of the Department of Public Works recommends authorizing this agreement with BOSS USA, Inc.

**IT IS THEREFORE, ORDERED** that a one-year agreement with BOSS USA, Inc. beginning October 1, 2022 for Oracle Utilities Application Operations & Maintenance providing the services proposed above at a firm fixed fee in the amount of \$1,142,880.00, to be billed in arrears on a monthly basis, is authorized.



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

**September 7, 2022**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING A ONE-YEAR AGREEMENT WITH BOSS USA, INC. FOR ORACLE UTILITIES APPLICATION MAINTENANCE AND SUPPORT FOR THE WATER-SEWER BUSINESS ADMINISTRATION DIVISION UTILITY BILLING SOFTWARE (ALL WARDS)</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5., 6., and 7.
3.	<b>Who will be affected</b>	City of Jackson Utility Customers
4.	<b>Benefits</b>	Will allow for the continued success of the upgrade of the City of Jackson Utility Billing System
5.	<b>Schedule (beginning date)</b>	After City Council approval.
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Public Works, Water-Sewer Business Administration Division
8.	<b>COST</b>	\$1,142,880.00
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	FY2023 WSBA Budget
10.	<b>EBO participation</b>	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS  
WATER-SEWER BUSINESS ADMINISTRATION DIVISION**

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor  
**From:** Jordan Hillman, Director, Department of Public Works  
**Date:** September 7, 2022  
**Subject:** Agenda Item for City Council Meeting

Attached you will find an agenda for the September 13, 2022 City Council meeting. Mike Secor of the Preo Group and WSBA proposes that the City contract with BOSS USA, Inc., the primary subconsultant on the recently concluded upgrade of the WSBA Utility Billing System to Oracle C2M to continue providing operational and software application support during the coming year. The intention is to gradually transfer most of these support services to WSBA and City of Jackson Information Systems over the next three years. The amount of the contract is anticipated to decline each year based on the level of support City employees become capable of providing in-house.

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

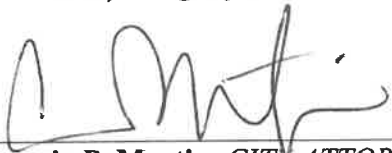
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
2022

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING A ONE-YEAR AGREEMENT WITH BOSS USA, INC. FOR ORACLE UTILITIES APPLICATION MAINTENANCE AND SUPPORT FOR THE WATER-SEWER BUSINESS ADMINISTRATION DIVISION UTILITY BILLING SOFTWARE (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel* 

9/8/22

DATE



**City of Jackson, MS**  
Water Sewer Business Administration (WSBA)  
Managed Services Proposal

**RFQ Response:**  
**Oracle Utilities Application**  
**Operations & Maintenance -**  
Fiscal Year 2023 Support (OCT'22 – SEP'23)

BOSS USA, Inc.  
5755 North Point Parkway; Ste. 226  
Alpharetta, GA. 30022

**AUTHOR**  
Damon G. Brown, Managing Partner  
[Damon.Brown@BOSSusa.com](mailto:Damon.Brown@BOSSusa.com)

**SUBMISSION DATE**  
September 02, 2022



1.0 Cover Letter

**Offeror** BOSS USA, Inc. (dba BOSS Utility Solutions)  
5755 North Point Parkway; Ste. 226  
Alpharetta, GA. 30022

**Submission Date** September 02, 2022

**To:**  
City of Jackson, MS  
Water Sewer Business Administration  
ATTN: Chokwe Antar Lumumba, Mayor

**Re:** RFQ Title - COJ WSBA Operations Maintenance Quote

In compliance with the RFQ, BOSS hereby proposes and agrees to provide managed services for maintenance and support of the City of Jackson, MS (COJ) Water Sewer Business Administration's (WSBA) *Oracle Customer to Meter (C2M)* ecosystem in strict accordance with this RFQ, and for the prices set forth in this Proposal. BOSS, as the incumbent C2M systems implementer and managed service provider agrees that if awarded the services detailed herein, can commence performance within two (2) business days after award and will complete the work on or before the date(s) presented in this Proposal. BOSS certifies it is presently complying with fair labor standards and other legal requirements in the pursuit of its business and if awarded subject RFQ, will continue to do so in its performance at all applicable times.

BOSS is the best candidate for this engagement due to our longstanding commitment of providing affordable and specialized Oracle Utilities services to the City of Jackson since 2019. Our roots come from building Oracle talent, so we made it our mission to build our family tree with BOSS W-2 resources. Procuring talent directly from BOSS assures that the teammates have worked together with unity and respect towards the common goal.

*One Team. One Mission. Customer Success.*

**Authorized Officers:**

Damon G. Brown,  
Managing Partner – BOSS USA, Inc.  
5755 North Point Parkway Ste. 226  
Alpharetta, GA. 30022 USA  
Damon.Brown@BOSSusa.com

## 2.0 Corporate Background and Experience

### 2.1 – BOSS Background

BOSS USA (*Offeror, BOSS, BOSS Utility Solutions*) is a minority owned Oracle Specialized Gold Partner designated as a System Implementer (SI) and Managed Services Provider (MSP) for Oracle Utilities Applications since 2016. We built our business atop world-class talent made of 100% BOSS resources with no sub-contracting of third-party talent. BOSS professional and managed services are contracted and subcontracted by investor-owned, publicly owned, co-operative, and local government utilities. Three of the Top-Five Global Consulting Firms trust BOSS resources to deploy Oracle Utilities solutions for their customers.



Satish Kethineni (CEO & President) and Damon Brown (Managing Partner) have worked together for over twenty (20) years. Their relationship began as Senior Consultants working for Oracle Consulting Services in the Utilities vertical. Satish, seeing a talent gap in the marketplace founded BOSS Technologies, an Oracle services firm, in 2006. The company's success was built by providing talent to underserved Oracle Application owners for upgrades, enhancements, operations, and maintenance.

Damon re-joined Satish in 2014 to launch the professional services catalog that spun-off into what is now BOSS USA. After two years supporting Oracle Revenue Management and Billing customers within the Financial Services sector, the partners decided to focus their energy on the underserved Utilities sector. BOSS USA officially incorporated in 2016 with a new mission to mature our Oracle Utilities talent and solutions. We deliver full life cycle services that include management, planning, architecture, designing, building, migrating, converting, deploying, and sustaining Oracle Utilities applications. *We solely implement and support Oracle Utilities applications.*

The executive leadership at BOSS is fully committed to customer delight. In the past three (3) years we have hit 100% percent of our projected target dates. We understand that time is money and that customers cannot put their business on hold. Our PMO built a methodology that decreases the dependency on customer resources, allowing the business to focus on operations. While we believe in creating project velocity, success is measured through change management and adoption.

We created several *Tiger Teams* built with *functional* and *technical* subject matter experts aligned by the appropriate Oracle Utilities product deployed. These teams are then assigned to the various lines of business operated by the customer with the goal of capturing business drivers and application objectives. Taking this holistic approach to the Discovery and Design stages accelerates the delivery of services and aligns objectives, keys, and results.

Our expertise operating and sustaining the *City's* water utilities applications uniquely positions BOSS to operate and maintain the WSBA applications. We appreciate the opportunity to provide this

proposal to COJ-WSBA. Leveraging us as the contractor for operating and maintaining the C2M ecosystem that will provide a turnkey solution that stops revenue leakage.

## 2.2 - Executive Summary

We have thoroughly reviewed the Operations and Maintenance RFQ. BOSS submitted a full turnkey solution on 07/08/2022 as a response to the RFQ. Upon feedback from the City BOSS has scaled back the proposal to provide a blend of services for July, August, and September of 2022. These services do not include Tier-2 Application Operations support to cleanse the data through backlog processing of Activities and ToDos.

BOSS has built this proposal explicitly for the needs of COJ-WSBA, taking careful consideration of the impact to the various Business Offices that are undergoing a reorganization. The C2M ecosystem Operations and Maintenance support will be handled in a Program Management aspect where COJ-WSBA brings *Tier-1* and *Tier-2* resources (see figure 3.3.1) to work alongside the BOSS *Tier-3 Tiger Team*. Based on our experience supporting WSBA for the past three (3) years we suggest that the Tier-2 resources are additional named BOSS resources beginning post-gap support (October 2022).

## 2.3 – BOSS Experience

**City of Jackson, MS - Water Sewer Business Administration (WSBA)** selected BOSS to manage their Operations, Maintenance, and Support of their CC&B/C2M ecosystem for the past three (3) years. BOSS created a turnkey Operations and Sustainment program that modernized WSBA processes and systems, allowing the business to focus on customer experience and cashing. Our efforts working on stranded bills has led to a twenty percent (20%) increase in WSBA Revenue Received year-over-year. BOSS recently completed a CCB v2.5 to C2M v2.7 upgrade in 2021, adding MDM to the CIS in less than nine (9) months.

**Veolia – (formerly Suez Water)** has leveraged BOSS for the past five (5) years to maintain their CC&B APIs for a multitude of external Web Services integrated with their CC&B systems that manage sixteen (16) water and wastewater plants, and ninety (90) municipal water customer/billing departments. BOSS continues to operate and support their self-service portals, as well provide architectural guidance on their upgrade roadmap.

**City of El Paso, TX - El Paso Water** has had a BOSS Tiger Team supporting their CC&B to C2M modernization for a new AMI deployment over the past two (2) years. Our team led the Meter Data Management uplift from a CIS-only CC&B deployment from business analysis, design, development, and testing to deployment. This team recently went live with C2M and is transitioning into managed services for Operations and Maintenance shortly.

**Southern Company – Gas South (formerly Nicor Gas)** selected BOSS to perform Cobol to Java/Groovy conversions for their massive v2.4 to v2.7 upgrade. Our development team lead the effort for all internal and external interfaces to CC&B. We have operated and maintained their systems for over six (6) years.



Arizona Public Services (APS) leveraged BOSS to manage their Quality Assurance (QA) and Utilities Testing Accelerator (UTA) for automating system, regression, and functional Test Flows for their Oracle Utilities CC&B and MDM systems. We managed their release cycle and all business readiness and change management tasks as they went through various business process re-designs over the past four (4) years.

## 3.0 Support Approach

### 3.1 – Support Management

The BOSS USA Project Management Office (PMO) is led by Adi Chaluvadi. Adi is a certified Project Management Professional (PMP) who has over fifteen (15) years' experience managing projects in the Utilities and Healthcare industries. The BOSS leadership team has spent the past six (6) years developing our methodology, *The BOSS Way*<sup>™</sup>, to transform legacy waterfall implementations into *Agile* efforts creating velocity and agility when modernizing applications.

### 3.2 – Support Method

*The BOSS Way* is our Methodology modified throughout the years to make best use of Industry Standards and Oracle Best Practices. The result is a modified version of the Oracle Unified Method (OUM), which guides our PMO and Support teams through the various phases and stages of delivery. Our experiences have driven the core set of tasks and deliverables that we leverage through an Agile approach to modernizing Oracle Utilities. Our Project Plan and Strategy includes various Testing (SIT, FIT, UAT) and Training strategies to mitigate risk. The Scope of Services defined in this proposal includes a BOSS resource to focus on Operational Readiness.

Our approach splits the methodology into two (2) tracks: functional and technical. Each track has a separate set of objectives, tasks, and deliverables that will be performed by differing resources on the *Tiger Team* but managed in parallel by the PMO. This hybrid approach mitigates risk and accelerates delivery timelines. We have had much success with this approach. Most of the functional challenges with this *Operate and Maintain* effort are related to change management due to the new and improved application. *Offeror* has included Business and Application Leads as part of the *Tiger Team* to handle these functional transformations. While *The BOSS Way* was built for upgrades it focuses on modernization of business and system processes to assure WSBA can stay ahead of the curve. We leverage our method for implementations, upgrades, and maintenance and support efforts. Our approach is holistic to operations and maintenance, leveraging our knowledge to enhance the business and system processes allows all parties to reap the benefits of a well-orchestrated flow from meter-to-cash.

Not all the tasks, goals, and deliverables detailed in the method (*figures 3.2.1-2*) will be leveraged as part of this proposal. See the Scope of Services (*section 4.0*) and RACI (*figures 4.13.1-5*). Most of the functional challenges with the *Operations and Maintenance* effort are related to the *Tier-2* data cleanup and backlog of tasks (ToDos, Field Activities, Stranded Bills, etc) that is not offered with this *Gap Support* Proposal. *Offeror* has built a (3) three-year roadmap to ramp down the BOSS resources



by providing knowledge share, training, and documentation to support the City’s reorganization of the Public Works and WSBA departments. Our expertise supporting Upgrades, Conversions and Development as part of our *Tiger Team* will benefit WSBA throughout this roadmap.

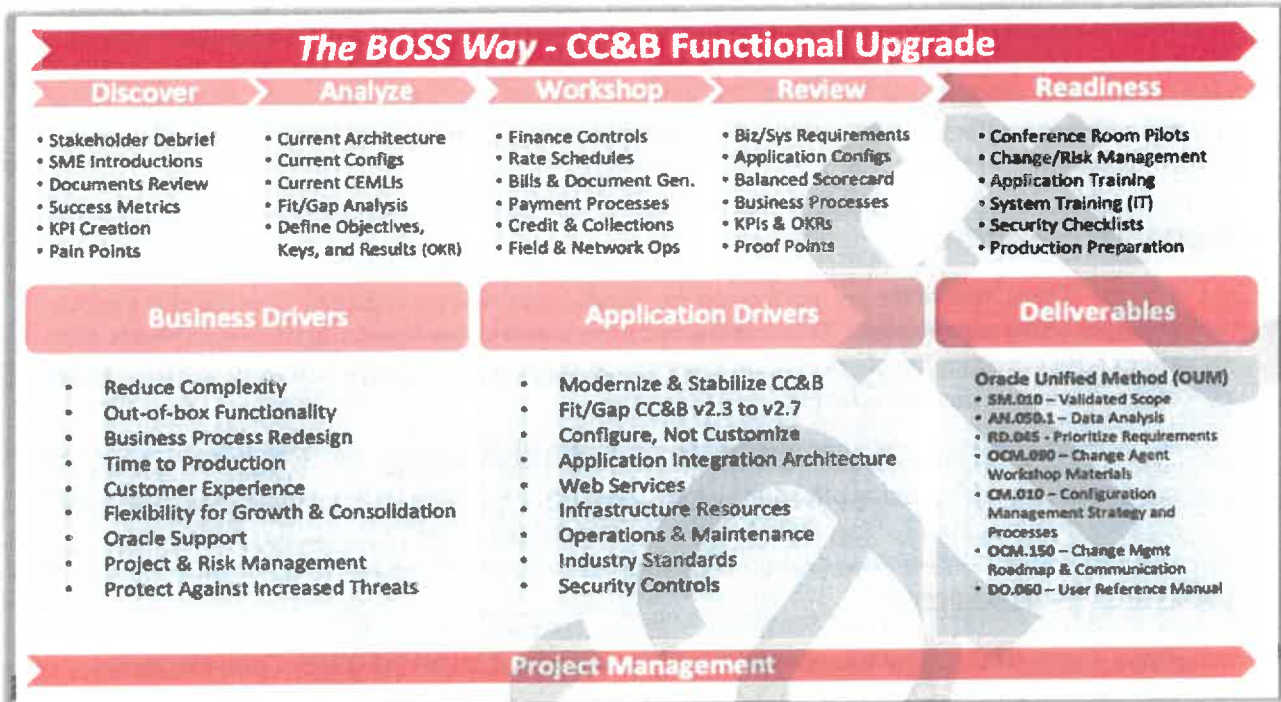


figure 3.2.1 – The BOSS Way™ (functional track)

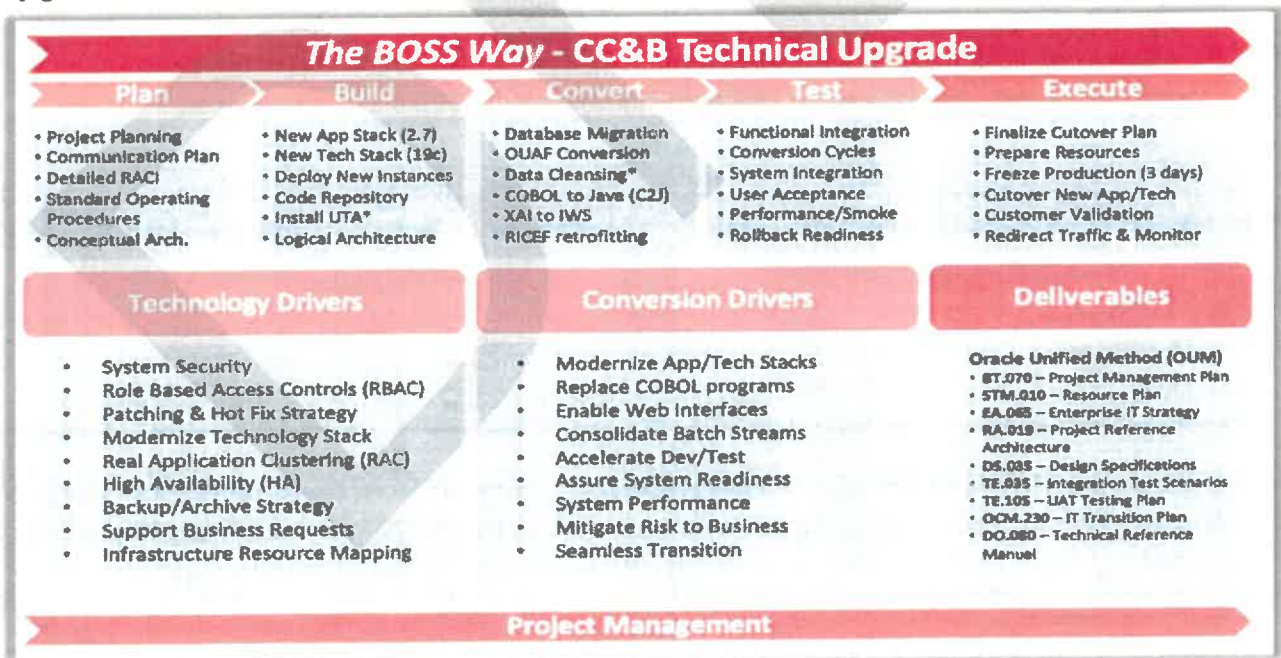


figure 3.2.2 – The BOSS Way™ (technical track)

**3.3 – Operations & Maintenance Support Tiers**

BOSS’ Managed Services detailed in this response is defined by two (2) key components: Operations and Maintenance (O&M). The Operations component is the “front office” support needed to assist and backfill WSBA resources with various customer-facing and application related activities has been removed from this *Gap Support* proposal. The Maintenance component is the “back office” support needed to enhance and sustain the application to assure the various business offices has all the features and functions needed to perform their daily, weekly, monthly, and yearly *Customer to Meter to Cash* processes.

**Front Office Operations:**

Tier-1: These functions are performed by WSBA resources managed through the various business office supervisors. These resources have a particular subject matter of expertise that aligns with providing levels of customer service to support the core operations of WSBA. Most of these roles are customer-facing.

Tier-2: These functions are performed by named BOSS resources who have C2M role-based responsibilities within the application. These Analysts, Operators, and Administrators will work the immense backlog (ToDos, FieldActivities, Stranded, etc.) due to the AMI replacement.

**Back Office Maintenance:**

Tier-3 Apps: These functions are performed by the incumbent BOSS *Tiger Team* resources who were part of the CCB to C2M conversion. Their responsibilities will focus on enhancement and sustainment of the application stack throughout design, develop and deploy.

Tier-3 Tech: These functions cover technology components that Oracle Utilities Applications are deployed atop within the Oracle Cloud Infrastructure (OCI). *BOSS is not including these resources in our scope of services* and should be obtained by **Third-Party resources**.



figure 3.3.1 – Operations vs Maintenance Resource Tiers

## 4.0 Support Scope

### 4.1 - Overview of Requested Services

The model leveraged in this proposal delivers a subset of application *Operations and Maintenance* support to the City of Jackson – Water Sewer Business Administration (COJ-WSBA) for their Oracle Utilities Application (C2M, DSS, BIP) ecosystem. Additional WSBA and Public Works resources will be needed to Operate C2M day-to-day to assure the business and system processes are staying healthy. This proposal is a Firm-Fixed-Price (FFP) with Not To Exceed (NTE) hours-based support services across the application tiers described above (*section 3.3*). BOSS' service will provide a Service Delivery Manager as a point of contact to the City to track quality of the service and manage and report on service requests and OnDemand hours.

BOSS will also provide a ticketing service (FreshDesk) to ensure incidents, events and problems are avoided and alerts are addressed expeditiously. As infrastructure alerts, incidents, events, problem management or triage requirements surface, the COJ-IS and their Tier-3 infrastructure vendor (tbd) will evaluate and either address internally or leverage BOSS' OnDemand support to support the analysis.

We have created this scope of services tailored to the needs of WSBA as they transition from the legacy to new Advanced Meter Infrastructure (AMI).

### 4.2 - Application Services

BOSS will provide three (3) Service Types of support for the WSBA Oracle Utilities Application (OUA) within this proposal:

- Type-1: Tier-2 Application Operations (i.e., app users)
- Type-2: Tier-3 Application Enhancement (i.e., app developers)
- Type-3: Tier-3 Application Maintenance (i.e., app admins)

#### 4.2.1 - Service Type-1: C2M Application Operations

BOSS will support WSBA resources with daily tasks addressing backlog, data cleanup, and analysis requests during normal business hours (Central time zone) for the following areas of work:

- a.) **Business Analysis**: capture Tier-1 *front office* requests, issues, and backlogs and perform analysis, requirements gathering, preliminary design, and work with WSBA managers to align objectives and processes within C2M.



- b.) **Customer Operations**: daily support of Tier-1 *front office* resources for customer information system processes within the 'c-side' of C2M. Customer creation and modification for new and pre-existing service accounts.
- c.) **Billing Operations**: daily support of Tier-1 *front office* resources for billing system processes within the 'c-side' of C2M. Customer bill analysis and modification (if needed) to assure previous and current bills are being processed.
- d.) **Meter Operations**: daily support of Tier-1 *front office* resources for meter/asset processing within the *m-side* of C2M. Customer meter data management for active and inactive Service points within the field that are tied to Service Accounts.
- e.) **Field Operations**: daily support of Tier-1 *field office* resources for Field Activity processing within the *m-side* of C2M. Field Activity (work order) analysis, creation, and completion for customer Service Accounts and meter Service Points to align the 'C' to the 'M'.
- f.) **Batch/Interface Operations**: daily C2M Batch processing. The Batch/Interface processes must be manually run and monitored by a resource due to the various manual processing points for certain vendors integrated into C2M. This process is ran outside normal business hours.

#### 4.2.2 - **Service Type-2: C2M/DSS/BIP Application Enhancement**

BOSS will support the City's WSBA OnDemand requests for backlog, data cleanup, and enhancement requests during business hours (Central time zone) for the following areas of work:

- a) **OUA Application Configurations**: provide requirements gathering, analysis, design, development, testing, and deployment for C2M/DSS/BIP application configurations and setups.
- b) **OUA Application Enhancements**: provide requirements gathering, analysis, design, development, testing, and deployment for C2M/DSS/BIP application Customizations, Extensions, Modifications, Localizations, and Interfaces (CEMLI). These enhancements include creation or updates to new and pre-existing integrations.
- c) **OUA Application Workshops/Training**: provide application training to various business offices within WSBA for all OnDemand work covered by this proposal. The training will cover functional and technical subject matters across the Oracle Utilities Applications stacks.
- d) **OUA Reports & Self-Service Application Enhancements**: provide requirements gathering, analysis, design, development, testing, and deployment for Oracle's BI Publisher (BIP) and Digital Self Service (DSS) application Customizations, Extensions, Modifications, Localizations, and Interfaces (CEMLI).



This support does not include support for day-to-day functional application executions (Tier-1) performed by COJ WSBA or IS Directors, Customer Service Representatives, Cashiers, or City IT Administrators.

#### 4.2.3 - Service Type-3: C2M/DSS/BIP Application Maintenance

BOSS' *Tiger Team* will support the *City's* WSBA operations and maintenance support inside and outside of business hours (all time zones) for the following areas of work:

- a) **OUA Service Requests (Severity 1)**: The onshore leads will provide break/fix analysis and solutions for Oracle Utilities Applications (C2M, DSS, BIP) issues within the Production instance. These mission critical issues include, but not limited to warranty support of application configurations, setups, or enhancements.
- b) **OUA Service Requests (Severity 2,3)**: The offshore leads will provide break/fix analysis and solutions for Oracle Utilities Applications (C2M, DSS, BIP) issues within the Production instance. These issues include, but not limited to warranty support of application configurations, setups, or enhancements provided as part of OnDemand work.
- c) **OUA Technology Service Requests (Severity 1,2,3)**: The offshore leads will provide break/fix analysis and solutions for technical issues across the middleware and database schemas supporting the Oracle Utilities Applications (C2M, DSS, BIP) issues within the Production instance. These issues include, but not limited to warranty support of application configurations, setups, or enhancements provided as part of OnDemand work.
- d) **OUA Patching (Patch sets and critical patch updates)**: The onshore leads will coordinate improvement and security patch rollouts with the COJ WSBA and IS resources on a quarterly timeframe. These patches will encompass all applications (C2M, DSS, BIP), database (DBEE), middleware (WebLogic), and web servers (OHS). The onshore leads will determine the appropriate patches based on current technology and application dot-releases. BOSS will align the time with City's business offices.

The City has asked for a managed services roadmap that allows Public Works and WSBA to ramp-up internal resources to align with the ongoing reorganization. OnDemand Application Services (Service Types 2 & 3) will be billed as a fixed monthly cost Not To Exceed (NTE):

##### Application Enhancement (Service Type-2)

- 500 hours/month in year 1
- 400 hours/month in year 2
- 300 hours/month in year 3

##### Application Maintenance (Service Type-3)

- 50 hours/month in year 1
- 30 hours/month in year 2
- 16 hours/month in year 3

#### 4.3 - Infrastructure Services

**BOSS is not offering OCI services as part of our scope for this proposal.** We will work alongside COJ-IS and/or any OCI certified vendor to support the *back-office* technology ‘stack’ defined above (figure 3.3.1) and below (figure 4.13.3). Our preference is to work with the incumbent technology support provider to have a seamless transition.

BOSS will address Application tier alerts through the application Operations and Maintenance support services. For infrastructure (OS, DB, WLS, etc.) alerts, BOSS will notify the COJ-IS and vendor resources to triage and resolve the Tier-3 technology stack issues.

#### 4.4 - Managed Services Project Team

The BOSS Managed Services team is comprised of individuals with expertise across a wide variety of disciplines, such as ITIL, PMP, Oracle applications and more. Your services include access to these individuals at the appropriate time, and as such, access to your environments is critical. COJ-WSBA will have a primary point of contact that is involved in all aspects of our relationship. The dedicated points of contact for your team are listed below:

- Service Delivery Manager (primary point of contact)
  - Clients Primary contact throughout the contract.
  - Coordinates all the maintenance activities and is responsible for sending periodic reports
  - Ensures routine data maintenance and monitoring activities are performed thoroughly and all emergency requests are handled efficiently
  - Handles all escalations and Weekly Meetings
- Executive Sponsor
  - Escalation support
  - Strategic Planning
- Manager of Technical Delivery
  - Manages technical/functional consulting resources
- Oracle Utilities Application Team:
  - Functional Consultants
  - Technical Consultants

#### 4.5 - Program Reviews

BOSS’ team and Service Delivery Manager will establish a daily and weekly communication plan with the COJ-WSBA team for on-going operational communication and support. In addition to the operational communication plan, below is a high-level overview of the cadence required by the key stakeholders from both BOSS and the City.

### ***Weekly Stand-Up***

- **Attendees:** WSBA, COJ-IS, OCI vendor, and BOSS Stakeholders
- **When:** Mutually agreed date following contract execution
- **Where:** MS Teams Call
- **Meeting Focus:**
  - Discuss Weekly Issues & Priorities
  - Establish a plan for weekly Sprints
  - Review resource availability
  - Schedule tasks, outages, releases

### ***Monthly Management Reviews***

- **Attendees:** City Steering Committee and BOSS Stakeholders
- **When:** Approx. every 30 days after Proposal Acceptance
- **Where:** MS Teams Call
- **Meeting Focus:**
  - Review the environment, overall system stability, service level attainment, and discuss and plan for strategic client initiatives.

## **4.6 - Resource Security**

BOSS' Managed Services are delivered by consultants based within the United States and when approved offshore. Our employees complete United States background checks and drug screening prior to employment. BOSS is dedicated to the security of our clients' data and any collateral maintained within their systems and environments. The following represents a few of the guidelines we have set within our Managed Support Services Program:

- Individual VPN accounts are assigned to each team member.
- When team members leave BOSS or are reassigned, VPN access is denied.
- Notice will be provided to Client when team members are added or removed.
- We recommend Secure VPN access be maintained by the Client administration group.
- Mandated use of the request manager for logging of activities performed within the various instances.
- Confidential Document Control: All copies of client's confidential documents are regularly accounted for and deleted when usage needs have expired.

## **4.7 - Service Desk**

BOSS will provide access to our FreshDesk service portal (i.e. Service Desk), a robust, client-specific ticketing and incident tracking system. The service desk provides a central trouble ticketing system for incident reporting (alongside 24 x 7 phone support), a centralized client architecture and infrastructure repository and a BOSS activity journal for live views into any client activity.



Access to the Service Desk will be provided to up to three (3) key individuals at the client (more can be allowed if needed). The Service Desk allows seamless tracking of client incidents and is customized to display client environment information in dropdown boxes (information is collected during the initial deployment phase). The Service Desk Portal will issue alert emails to both the client and BOSS' contacts assigned to the engagement. Additionally, this Service Desk is used as a repository of information collected over time about the Client database environment.

This information may be later used in subsequent time-study reporting to improve system performance and as a repository for frequently asked questions specific to Client systems. All system information and documentation collected during the implementation phase of the project will be made available to the Client team in the Service Desk. Service Desk specifics and training for the COJ-WSBA team will be discussed as part of the project kick-off.

#### 4.8 - Knowledge Base

A knowledge base is a repository for "how-to" and troubleshooting information. Knowledge Bases are commonly used by IS Support teams to store and access critical documentation to increase efficiency and collaboration and optimize troubleshooting and service restoration. BOSS will create a dynamic knowledge base of important client environment, background, and process information. BOSS leverages Microsoft Teams for our Knowledge Base but will leverage whatever communication platform approved and used by COJ-WSBA.

BOSS' Knowledge Base will drive the following:

- a. Immediate access to a documented solution, and relevant search results.
- b. Ability to create new articles quickly.
- c. Automated organization of content.
- d. Communication around key document updates, additions, and deletions.

#### 4.9 - Parameters

BOSS will perform the services in this proposal under the parameters as stated. These include client responsibilities, and the client acknowledges that duration and cost to the client under this proposal may be affected if any project parameters or client responsibilities are changed or not fully met.

- Client will provide BOSS proper remote access such as VPN, SSH, RDP, etc. if applicable
  - This extends to all members of the BOSS Managed Services technical team, including any that may join in the future.
  - Client will provide access credentials and/or individual clearances within two (2) weeks of any request by BOSS at any time during the term of the services
  - Client will be responsible for the cost of obtaining any necessary background checks or clearances for BOSS personnel



- Client will provide BOSS access to the business, client, and technical information and facilities necessary to execute the solution.
  - Client is responsible for coordinating with other organizations and/or contractors to obtain the necessary information.
  - Client will ensure that appropriate personnel are available to meet with BOSS, as necessary.
- BOSS will be allowed to install and have full access to the system tools necessary for fulfillment of the services.
  - BOSS will be provided the IS resources necessary to install, configure, and run Oracle Enterprise Manager with all necessary agents.
  - BOSS personnel will be granted full administrative access to the monitoring tools used by the client and/or installed by BOSS.
  - BOSS will be allowed to send alerts and statistical information originating from the monitoring tools in the client domain to the BOSS portal and management services
  - If other personnel (either client or other contractor) have access to the monitoring tools, there will be separate access granted to BOSS and an auditable process in place to track access and environment changes.
- BOSS personnel will follow all applicable customer change management policies and procedures.
  - Planned maintenance activities that are not priority 1 issues dealing with a major outage or significant security issue will be scheduled with no less than two (2) business days notification
- During this effort, BOSS will not be responsible for negotiations with hardware, software, or other vendors, or any other contractual relationship between the Client and third parties. BOSS, at the request of Client, will provide input to the client regarding optimal product or vendor selection.
- BOSS team members will engage in a knowledge transfer exercise as part of this effort relative to BOSS services, product functionality, similar installations, and techniques.
- Client is responsible for initiating all third-party vendor communications for inbound and outbound file interfaces and processes.
- The BOSS Services represented in this proposal include an analysis of the current and near-term needs for the City's v2.7 Customer to Meter (C2M) systems. This contract will need to be appended if the systems are upgraded to a new dot-release (i.e. v2.7, v2.9), and or Customer Cloud Service (CSS).
- Renewal of Services

- Client can renew the services described within this proposal at the completion of the contract.
- If Client chooses to not renew the services, BOSS' obligation to perform the services will cease on the last day of the current term.
- If Client chooses a quarterly Operations and Maintenance contract, BOSS may increase the year over year services contract up to 10% to account for changes in talent/market resources.
- Expansion of services or change of scope will result in a modification to the agreement.

**4.10 - Severity Level Definitions**

Severity Level	Description
<p><b>Level-1</b></p> <p>Critical Business Impact</p>	<p>Customer major application or mission critical system is stopped or so severely impacted that they cannot reasonably continue work. Customer resources must be made available in Severity Level 1 situation and reasonably cooperate with BOSS to resolve the issue.</p> <p>Severity Level 1 problems could have the following characteristics:</p> <ul style="list-style-type: none"> <li>● System hangs or crash situations</li> <li>● Data loss or data corruption</li> <li>● Critical functionality not available</li> </ul>
<p><b>Level-2</b></p> <p>Significant Business Impact</p>	<p>Customer implementation or production use of Oracle products in a primary business service, major applications or mission critical systems are functioning with limited capabilities or are unstable with periodic interruptions. The software may be operating but is severely restricted.</p> <p>Severity Level 2 problems could have the following characteristics:</p> <ul style="list-style-type: none"> <li>● Application error or failure forcing a restart or recovery</li> <li>● Severely degraded performance</li> <li>● Functionality unavailable but the system can operate in a restricted fashion</li> </ul>

Severity Level	Description
<p><b>Level-3</b></p> <p>Minimal Business Impact</p>	<p>Minor product features unavailable but a workaround exists, and most of software functions are still useable. Customer work has minor loss of operational functionality.</p> <p>Severity Level 3 problems could have the following characteristics:</p> <ul style="list-style-type: none"> <li>• Error message with workaround</li> <li>• Minimal performance degradation</li> <li>• Incorrect product behavior with minor impact</li> <li>• Oracle functionality or configuration issue during implementation</li> <li>• Issues in Development /Test environment</li> </ul>
<p><b>Level-4</b></p> <p>Nominal Business Impact</p>	<p>Minor problem or question that does not affect the software function such as documentation, general questions, or enhancement requests. There is no impact to product usage or customer's operations.</p> <p>Severity Level 4 problems could have the following characteristics:</p> <ul style="list-style-type: none"> <li>• General requests for advice on usage</li> <li>• Clarification on product documentation or release notes</li> <li>• Product enhancement request</li> </ul>

**4.11 – Change Control**

BOSS has made every attempt to accurately estimate effort required to successfully deliver the services described within. Client acknowledges and agrees that Client induced Changes are out of BOSS’ control, and the length of the effort and associated price could be impacted, thus, necessitating a change.

Examples of valid Changes consist of, but are not limited to, the following:

- Client does not grant timely access to all BOSS personnel required to deliver service.
- Client does not grant access to accurate documentation on environments or personnel to do knowledge transfer on environments
- Malfunctioning hardware or software.
- Delays or problems with telecommunication equipment managed or installed by third parties.

- Network, Cabling, servers, routers, hubs, and switches.
- Conflicts or incompatibilities associated with the installation of hardware or software not installed by BOSS.
- Client increases the scope of services requiring additional labor, hardware, software, materials, travel, lodging, meals, or other direct costs.

If any changes cause an increase or decrease in the cost or risk of service delivery, BOSS will make an equitable adjustment to the price of services, type of services, or Service Level Agreements and Client's order shall be modified in writing accordingly. Any claim for adjustment under this section shall be deemed waived unless asserted in writing within thirty (30) days from the date of receipt by BOSS of the change order, provided, however, that Client, if it decides that the facts justify such action, may receive and act upon such claim submitted at any time prior to final payment under Client's order. Any such claim must set forth the amount of any increase or decrease in the cost of performance resulting from the change in the format and detail reasonably specified by Client. Failure to agree upon an equitable adjustment shall relieve BOSS from proceeding in performance of Client's order as changed. Each Change Order shall be governed by the terms of the original proposal and shall reference the effective date of the proposal.

Client's engineering and technical personnel may from time to time render assistance, give technical advice, or exchange information with BOSS' personnel in relation to Client's service. Such assistance, advice, and/or exchange of information shall not be construed as Client's consent or authority to effect any changes to Client's order or the goods and/or services provided thereunder. Under no circumstances shall any resulting change in goods and/or services or provisions of Client's order be binding upon Client unless incorporated as a change in accordance with the paragraphs above.

#### 4.12 - Documentation

*Offeror* will leverage the *Oracle Unified Method (OUM)* as the preferred methodology for documentation. If *COJ-WSBA* prefers the *Offeror* to leverage their own methodology, the *Tiger Team* will identify the appropriate documents from the *Oracle Unified Methodology (OUM)*. The *BOSS Way*™ methodology was built from previous successful professional and managed service engagements and combines OUM, and Agile Scrum management to provide Secure, Stable, and Speedy deployments of Oracle Utilities Applications. The following are sample artifacts that *may* be delivered as part of this proposal.

##### **Oracle Unified Method (OUM) - Functional Artifacts**

- **SM.010 – Validated Scope**
- **AN.050.1 – Data Analysis**
- **RD.045 - Prioritize Requirements**
- **OCM.090 – Change Agent Workshop Materials**
- **CM.010 – Configuration Management Strategy and Processes**
- **OCM.150 – Change Mgmt Roadmap & Communication**
- **DO.060 – User Reference Manual**



**Oracle Unified Method (OUM) - Technical Artifacts**

- **BT.070 – Project Management Plan**
- **STM.010 – Resource Plan**
- **EA.065 – Enterprise IT Strategy**
- **RA.019 – Project Reference Architecture**
- **DS.035 – Design Specifications**
- **TE.035 – Integration Test Scenarios**
- **TE.105 – UAT Testing Plan**
- **OCM.230 – IT Transition Plan**
- **DO.080 – Technical Reference Manual**

**4.13 – Responsibility Matrix**

The following matrices define the responsibility between BOSS and COJ-WSBA resources for this proposal. They are broken down into five (5) critical areas: Production Operations, Application Operations, Infrastructure Operations, Application Development, and Business Operations.

BOSS			Customer to Meter (C2M) - Managed Services Responsibility Matrix	
ID	Ops Hours	Description	BOSS	COJ
<b>Oracle C2M - Production Operations (Tier-3)</b>				
100	24x7	Pro-active monitoring of application alerts (application failures, Batch processing failures)	X	
101	24x7	Management of C2M Batch jobs	X	
102	24x7	Submit Incident in Ticketing System (FreshDesk)		X
103	24x7	On-Call Production Support Lead (Phone, FreshDesk triggered eMail)	X	
104	24x7	Perform C2M Incident triage and analysis for Service Request submission	X	
105	24x7	Primary Point of Contact – Service Delivery Manager (SDM)	X	
106	24x7	Manage Service Requests within My Oracle Support (MOS)	X	
107	24x7	Provide Batch Logs to MOS	X	
108	24x7	Escalate issues and needs to Oracle Customer Success Managers (CSM)	X	
109	24x7	Disaster Recovery (DR) Application Failover/Recovery	X*	
110	24x7	Resolve Functional Batch Issues and Stream/Job Restart	X	
111	24x7	Monthly Service Reporting (Performance Metrics & SLAs)	X	
112	24x7	Triage, Analyze and Resolve Issues with Configurations and Extensions	X	
113	24x7	Triage, Analyze and Resolve Issues with Internal/External C2M interfaces & integrations	X	
114	24x7	Oracle Utilities Application Framework (OUAF) Health & Performance	X	
115	24x7	Network, Edge, and Web Application Network Security & Availability		X
116	24x7	Deployment of Production Hot Fixes, Patches, and Updates (minor/major)	X	
117	10x5	Analyze and Determine C2M Maintenance Schedule	X	
118	24x7	Monitor & Assist with Backup/Restore Activities (Boot/Block/Object Storage, VMs, DB, WLS)	X	
119	24x7	Performance and Capacity Monitoring of C2M Infrastructure, Operating Systems and Databases	X	
120	24x7	Application and Database Backup, Restoration, and Archive	X	
121	24x7	Data Replication for Disaster Recovery (DR)		X
122	24x7	Disaster Recovery (DR) Database Failover	X	X
123	24x7	QA Refresh from Production	X	
124	24x7	Validate Issue Resolution within TEST and PROD		X

Legend: \*Hours = 24x7 (On-Call, unless Scheduled), 12x5, 13x7, and 30x5 (CT time zone)

figure 4.13.1 – Production Operations (Responsibility)

The following Applications Operations Matrix (figure 4.13.2) has been updated to remove BOSS from the Tier-2 C2M named user application support. All lines highlighted have had responsibilities shifted from BOSS to COJ due to the feedback from the full turnkey proposal submitted on 07/08/2022.

BOSS Customer to Meter (C2M) - Managed Services Responsibility Matrix				
ID	Ops Hours	Description	BOSS	COJ
<b>Oracle C2M - Application Operations (Tier-2)</b>				
200	10x5	Identify & Fix application errors	X	
201	10x5	Fix unexpected application behavior	X	
202	10x5	Open/manage SR's with Oracle for defects, triage issues with Oracle	X	
203	10x5	Triage events with vendors for integrated systems		X
204	10x5	Application validation and testing to support Maintenance and Hot Fixes	X	
205	10x5	Regression testing of minor releases (3x/Year)	X	
206	10x5	Regression testing of major releases (1bd)	X	
207	10x5	User Identity Access Management and Role Based Access Controls (SSO)		X
208	24x7	End-User Application Support (Help Desk)		
209	10x5	Analyze and Determine Non-Production Refresh & Upgrade Schedules	X	
210	10x5	Refresh Non-Production Databases from Production	X	
211	10x5	Deployment of ODAF Hot Fixes, Patches, and Updates (minor/major)	X	
212	10x5	Deployment of Non-Production Hot Fixes, Patches, and Updates (minor/major)	X	
213	10x5	Regression Testing - Non-Production testing of Hot Fixes, Patches, and Updates (minor/major)		X
214	10x5	Create New Testing Scripts (flows) for Hot Fixes, Patches, and Updates	X	
215	10x5	Validate Testing Scripts		X
216	10x5	Perform System Integration Testing (SIT)	X	X
217	10x5	Perform User Acceptance Testing (UAT)	X	X
218	10x5	Troubleshooting Performance Tuning for CC&B Resources (Setup, Config, Batches, Data)	X	X
219	10x5	Information Lifecycle Management (ILM)	X	
220	10x5	Running and Managing C2M Report Repository (Custom, BI Publisher, etc)	X	
221	10x5	Named C2M Users: ToDo Queue Operations (managing, completing, and monitoring) for New and Backlog tasks	X	X
222	10x5	Named C2M Users: Field Activities Queue Operations (managing, completing, and monitoring) for New and Backlog tasks	X	X
223	10x5	Named C2M Users: Custom Zones (C2M Portals) Operations (managing, completing, and monitoring) for New and Backlog tasks	X	X
224	10x5	Named C2M Users: OSS 'Contact Us' Campaign Activities (managing, completing, and monitoring) for New and Backlog tasks	X	X
225	10x5	Named C2M Users: Custom Zones (C2M Portals) Operations (managing, completing, and monitoring) for New and Backlog tasks	X	X
226	10x5	Named C2M Users: OSS 'Contact Us' Campaign Activities (managing, completing, and monitoring) for New and Backlog tasks	X	X
227	10x5	Named C2M Users: Rates Engine (Service Type Calculations, Validations, Edits, and Estimates)	X	X
228	24x7	Daily run and monitoring of C2M Batch Processes	X	

Legend: Hours = 24x7 (On-Call, unless Scheduled), 12x5, 12x7, and 10x5 (CT time zone)

figure 4.13.2 – Application Operations (Responsibility)

BOSS Customer to Meter (C2M) - Managed Services Responsibility Matrix				
ID	Ops Hours	Description	BOSS	COJ
<b>Oracle C2M - Infrastructure Operations (Tier-3)</b>				
300	24x7	Oracle C2M Infrastructure on Oracle Cloud Infrastructure (Network, Compute, Boot/Block Storage, RBAC)		X
301	24x7	Oracle C2M Infrastructure (OCI) Security Monitoring & Intrusion Defense		X
302	24x7	Oracle C2M (OCI) Databases		X
303	24x7	Operating Systems supporting the C2M Application and Technology stacks		X
304	24x7	Oracle WebLogic Application Server (WLS) Administration	X	
305	24x7	Infrastructure Performance Tuning		X
306	24x7	Infrastructure & Application Monitoring and Alerts		X
307	24x7	ODAF Database Administration	X	
308	24x7	Unix/Linux Systems Engineer		X
309	24x7	Network Engineer		X
310	24x7	Provide Highly Available Compute and Database Systems		X
311	24x7	Provide Disaster Recovery (remote geographical region)		X
312	10x5	Ensuring Sufficient Database Storage Entitlements		X
313	10x5	Data Management for Import/Export	X	X
314	10x5	Hot Fix and Patch Planning and Scheduling for Infrastructure	X	X
315	24x7	Hot Fix and Quarterly Patching (OS, Java, DB, WLS)	X	X
316	24x7	Configuration and Support of Data Storage & Replication		X
317	24x7	Provide Infrastructure Logs for Batch Incidents		X

Legend: Hours = 24x7 (On-Call, unless Scheduled), 12x5, 12x7, and 10x5 (CT time zone)

figure 4.13.3 – Infrastructure Operations (Responsibility)

BOSS will assist with any application specific analysis when supporting Infrastructure Operations, but we have not offered the core responsibilities in this proposal needed to support the *back-office* technology stack. We assume that COJ-IS will leverage a certified OCI vendor to perform the tasks detailed above.

BOSS Customer to Meter (C2M) - Managed Services Responsibility Matrix				
ID	Ops Hours	Description	BOSS	COJ
<b>Oracle C2M - Enhancement Development Lifecycle (Tier-3)</b>				
400	10x5	Application Enhancement Analysis and Design	X	
401	10x5	Java, Groovy, REST and API Development	X	
402	10x5	C2M Configurations, Setups, and Functions	X	
403	10x5	Manage and report on Change Requests	X	
404	24x7	Oracle Utilities Application Framework (OUAF) Code Migrations	X	
405	10x5	Functional, System, Load and Performance Testing of Configurations & Extensions	X	
406	10x5	Ensure Operations Readiness	X	X
407	10x5	Joint Configuration Gate Validation (required for enhancements)	X	X
408	24x7	Performance Monitoring of Application Workload.	X	
409	24x7	Maintain SLAs for Application related Event, Incident, Change and Problem Tickets	X	
410	10x5	Create Enhancement Test Scripts	X	
411	10x5	Execute User Acceptance Testing (UAT)		X
412	10x5	Provide C2M Application Training Workshops and Knowledge Transfer to Business Offices.	X	
413	10x5	Provide Documentation for As-Is and To-Be Documentation	X	
414	10x5	Communicate with Oracle Utilities Product Management for enhancement requests	X	
415	10x5	Work with 3rd Party Vendors for Inbound/Outbound Interface Design, Development, and Support	X	X
416	10x5	Analyze, Design, Develop, Test, and Deploy Custom and Seeded C2M Reports	X	

Legend: Hours = 24x7 (On-Call, unless Scheduled), 12x5, 12x7, and 10x5 (CT time zone)

figure 4.13.4 – Application Development (Responsibility)

BOSS Customer to Meter (C2M) - Managed Services Responsibility Matrix				
ID	Ops Hours	Description	BOSS	COJ
<b>Oracle C2M - Business Operations (Tier-3)</b>				
500	10x5	Document Current Business Process to Support Knowledge Transfer	X	
501	10x5	Analyze Current Meter-to-Cash Business Processes and Suggest Improvements	X	
502	12x5	Subject Matter Expert Help Desk - Support Business Users with Functional Knowledge of Application	X	
503	10x5	Perform Business Analysis and Requirements for New Functionality, Configurations, and Process Improvements	X	
504	10x5	Provide Enhancement Solutions for New Functionality, Configurations, and Process Improvements	X	
505	12x7	Deploy Rate Changes due to Regulatory/Market requirements (Tariff, seasonality, service rules, conservation programs (TOU), etc.)	X	
506	12x7	Deploy Usage Calculation Changes for Billing Scenarios (net metering, TOU, critical peak pricing, etc.)	X	
507	12x7	Deploy Enhancements to the User Interface(s)	X	
508	12x7	Deploy Integration Enhancements (portal, analytics, EAM, etc)	X	
509	10x5	Provide Data from Non-C2M Internal business systems.		X
510	10x5	Analyze and Modify (if needed) GI Data for C2M Integration to Financials.		X
511	10x5	Troubleshooting Meter Event Notifications, To-Dos, Billing Exceptions, and Misc Operational Cleanup	X	
512	10x5	Advise on Self-Service Roadmap for New Features & Functions	X	
513	10x5	Application User Training of Specialists	X	
514	10x5	Data Validation, Scrubbing, and Correction	X	

Legend: Hours = 24x7 (On-Call, unless Scheduled), 12x5, 12x7, and 10x5 (CT time zone)

figure 4.13.5 – Business Operations (Responsibility)



## 5.0 Team Experience and Certifications

### 5.1 – Team Roles

BOSS will retain the *Tiger Team* that was part of the CCB to C2M conversion for COJ-WSBA. This team will provide the Operations and Maintenance support detailed within this proposal. Our *Tiger Team* is tailored to the needs of the *City*, composed of specialists assembled to work on a specific goal or to solve a particular problem. The *Team* comprises of (9) nine Oracle Utilities subject matter experts who have worked together previously. This *Team* will be assigned to the *City* for the period defined within this Proposal.

The *Tiger Team* includes the following shared resource roles:

- Account Manager / Team Lead (AM) – USA
- Project Manager / Service Delivery Manager (PM/SDM) – USA
- Oracle Utilities Business Analyst (BA) – USA
- Oracle Utilities Application Lead (AL) - USA
- Oracle Utilities Customer Lead (DL) - USA
- Oracle Utilities Integration Lead (IL) - USA
- Oracle Utilities Field Lead (FL) – USA
- Oracle Utilities Customer Lead (CL) – USA
- Oracle Utilities System Administrator (SA) - India

This *Tiger Team* will support all managed service types, with the onshore leads owning the direct relationship and communications with the WSBA business offices. An onshore SDM will be leveraged for Managed Service escalations to assure prompt response. The following resources have been identified as members of the WSBA *Tiger Team*.

### 5.2 – Key Personnel & Resumes

After thoroughly reviewing the RFQ, *Offeror* has decided to deploy a shared-services team consisting of nine (9) talented resources. Our approach pairs functional and technical resources across various COJ-WSBA lines of business to mitigate risk associated with change management when operating and maintain the C2M ecosystem.



A tiger team is a specialized, cross-functional team brought together to solve or investigate a specific problem or critical issue. The term "tiger team" originates from the military and was made famous by NASA.

Offeror will dedicate a *Tiger Team* to WSBA for the Operations and Maintenance scope detailed within this proposal. Our *Tiger Team* is tailored to the needs of the City, composed of specialists assembled to work on a specific goal or to solve a particular problem. The *Team* comprises of nine (9) Oracle Utilities subject matter experts who have all worked together, most recently in 2022 on the City's C2M/DSS/BIP systems. This *Team* will be assigned to WSBA for the period defined within this proposal. The Team Lead will be the main point of contact for the Solution & *Tiger Team*.

## 6.0 Costing

### 6.1 – Pricing Overview

BOSS Managed Services has costed the Operations and Maintenance support for the City of Jackson – Water Sewer Business Administration. Within this proposal we have provided scope across three (3) different Service Types as defined in *section 4.2*. These Service Types are being proposed in this offering as a Firm-Fixed-Price (FFP) contract.

At the City's request we have grouped these services into a single budget cycle for fiscal year 2023 (OCT'22 – SEP'23) within this contract. In the future BOSS will work with the City on the remaining O&M support needed to budget following years that aligns with the AMI replacement and WSBA/Public Works reorganization:

- a. Year-1:            October 2022 – September 2023 (*This proposal*)
- b. Year-2:            October 2023 – September 2024 (*Future proposal TBD*)
- c. Year-3:            October 2024 – September 2025 (*Future proposal TBD*)

This *O&M Support* contract provides the City the resources and processes to immediately initiate a turnkey managed services solution and ramp down the services to BOSS as COJ-IS and WSBA resources grow to support the new processes needed to continue to reclaim the revenue that has been lost through improper business systems and processes under the legacy AMI.

**6.2 – Operations and Maintenance Line Items**

The Scope of Services (*section 4*) detailed within this *O&M Support* contract is being offered to the City (COJ-WSBA) for the contractual price detailed below (*figure 6.2.1*).

No.	Years	Calendar	Description of Fees:	Professional Services Firm-Fixed-Price:
1.	2022-2023	October - September	Yearly Support for upcoming 2023 Fiscal Year Budget cycle. Includes Application Operations, Enhancements, and Maintenance. BOSS effort at 100% detailed in figure 6.1.1.	\$ 1,142,880 USD

*figure 6.2.1 – Pricing Line Items*

**6.3 - Operations and Maintenance Fees & Payments**

All Services are billed monthly in arrears (\$95,240 USD/month) with the invoices estimated due dates on the 19<sup>th</sup> of the month following service. These services and pricing will end September 30, 2023 and cannot be extended month-to-month requiring a new contract beginning the month of October 2023.

If any Change Requests cause an increase or decrease in the cost or risk of delivery, Offeror will make an equitable adjustment to the price of services, type of services, or Service Level Agreements and COJ-WSBA order shall be modified in writing accordingly. Additional Offeror resources will leverage a Change Request Rate Card artifact that is submitted separately of this Proposal. Each Change Order shall be governed by the terms of the original Proposal and shall reference the effective date of the document.

We do not anticipate any Change Requests, and pride ourselves that our scope of services and costs never change without a customer’s request.

7.0 Signatures

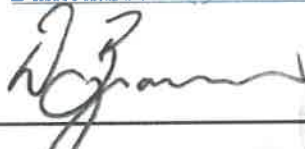
Upon approval by the City and sign-off from the Authorized Recipient for services BOSS will continue to provide C2M Enhancements and Maintenance as part of this *Operations & Maintenance Support* proposal beginning October 1, 2022 and commencing September 30, 2023.

**Notice:** BOSS has made every reasonable attempt to ensure that the information contained within this Proposal is correct, current, and properly sets forth the requirements as have been determined to date.

**Price Good For:** City of Jackson (COJ) Water Sewer Business Administration (WSBA) acknowledges that the above pricing and other terms set forth in this change request be valid for sixty (60) days from the date set forth on the Cover Sheet.

**Authorized Offeror:**

Damon G. Brown,  
Managing Partner – BOSS USA, Inc.  
5755 North Point Parkway Ste. 226  
Alpharetta, GA. 30022 USA  
[Damon.Brown@BOSSusa.com](mailto:Damon.Brown@BOSSusa.com)

Signature:  \_\_\_\_\_  
Officer's Name: Damon G. Brown Title: Managing Partner  
Date: 09/02/2022

**Authorized Recipient:**

Chokwe Antar Lumumba, Mayor  
City of Jackson, MS  
c/o Water Sewer Business Administration

Signature: \_\_\_\_\_  
Officer's Name: Chokwe Antar Lumumba Title: Mayor  
Date: \_\_\_\_\_

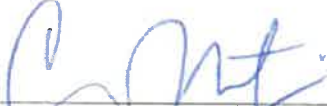
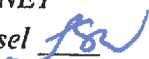
**Office of the City Attorney**

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING THE BID OF DUBOIS CHEMICALS, INC. FOR A TWELVE-MONTH SUPPLY OF SODA ASH (BID NO. 18086-070522)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria P. Martin, *CITY ATTORNEY*  
Terry Williamson, *Legal Counsel* 

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
18086-070522  
8-11-2022

**ORDER ACCEPTING THE BID OF DUBOIS CHEMICALS,  
INC. FOR A TWELVE-MONTH SUPPLY OF SODA ASH  
(BID NO. 18086-070522)**

OFFICE OF THE CITY ATTORNEY  
8-11-2022  
18086-070522

**WHEREAS**, sealed bids for Soda Ash were opened July 5, 2022, wherein one (1) bid was received; and

**WHEREAS**, the Water /Sewer Utility Division will use said chemical in the treatment of water for the City of Jackson: and

**WHEREAS**, the staff at the Water/Sewer Utility Division of the Department of Public Works has received the bids and recommends the bid submitted by DuBois Chemicals, Inc. for a Twelve-Month supply for Soda Ash received July 5, 2022, in the amount of \$0.2875 per pound (\$575.00 per ton) be accepted as the lowest and best bid.

**IT IS, THEREFORE, ORDERED**, that the bid of DuBois Chemicals, Inc., 177 East Fargo Avenue, Nampa, Idaho 83687, received July 5, 2022 for a Twelve-Month supply of Soda Ash (starting August 1, 2022 through July 31, 2023) at a cost of \$0.2875 per pound (\$575.00 per ton) be accepted as the lowest and best bid received; it being determined that said bid met the City's specifications.

**IT IS FURTHER ORDERED** that payment for said chemical be made from Water/Sewer Operation& Maintenance Fund. (031.521.35.6212)

Agenda Item #35  
9.13.2022  
(Hillman, Lumumba)

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

7/15/22  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>	
1.	<b>Brief Description/Purpose</b>	Order accepting a twelve month term for Soda Ash Dense to DuBois Chemicals, Inc., 1717 E. Fargo Ave., Nampa, ID 83687. (liquid form)	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This chemical aids in the water treatment process, which affects quality of life.	
3.	<b>Who will be affected</b>	Surface Water Customers.	
4.	<b>Benefits</b>	Soda Ash is used for pH and alkalinity adjustment on both the raw and finished water. Adjusting the pH and alkalinity helps prevent corrosion of pipes and eliminates taste problems.	
5.	<b>Schedule (beginning date)</b>	Upon Council Approval.	
6.	<b>Location:</b> ■ WARD  * CITYWIDE (yes or no) (area)  ■ Project limits if applicable	Surface Water System	
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works – Water/Sewer Utilities Division  Water Plant Operations and Maintenance Section	
8.	<b>COST</b>	(031.521.35.6212)  Estimated cost of \$2,100,000.	
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Water Plant Operations and Maintenance Budget.	
10.	<b>EBO participation</b>	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 _____

# Memorandum

**To:** Michael Davis, Serving EBO Officer  
 Vic Sexton, Serving EBO  
 Office of Economic Development

**From:** Purchasing Division

**Thru:** Mary D. Carter, Deputy Director Water Plant Operation, and Department of Public Works

**CC:** Lou Wright, Chief Administrative Officer

**Date:** July 11, 2022


Bid Number: 18086-070522–Twelve - Month Supply of Soda Ash

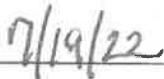
The attached bid and tabulations have been prepared by the Purchasing Division for the department/ division contact person as a guide to review the bid technical specifications. Bids were on July 05, 2022 as follows:

Vendor Name	TECHNICAL		EBO PLAN (Included w/Bid Package?)	
	YES	NO	YES	NO
Univar Solutions USA Inc.				
DuBois Chemicals, Inc.			X	

**of funding is Water/Sewer Operation Maintenance Fund.**

I have completed the technical review and appropriately marked the bids meeting ALL technical specifications. I am forwarding this review to the EBO Officer for appropriate action. A determination for compliance with the City's EBO Ordinance and EBO Plan as submitted with the above referenced bid is hereby requested.

  
 \_\_\_\_\_  
 Signed (Department / Division Contact Person)

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

**MEMORANDUM**

**MEMO TO:** Chokwe Antar Lumumba, Mayor  
**FROM:** Marlin King, Director, Public Works *MK*  
**DATE:** June 14, 2022  
**SUBJECT:** Bids: Twelve Month Supply of Soda Ash  
Term: August 1, 2022 through July 31, 2023  
Bid No.: 18086-070522  
Advertised: June 16<sup>th</sup> & 23rd, 2022  
Opened: July 5, 2022

I recommend we accept DuBois Chemicals, Inc., as the lowest and best bid for Soda Ash Dense for \$0.2875 lb, 58.0 to 66.0 lb./ft.3. (Bid tabulations attached).

**VENDOR**

**DESCRIPTION**

DuBois Chemicals, Inc.  
1717 E. Fargo Ave.  
Nampa, ID 83687  
1717 Fargo Ave.  
Nampa, ID 83687  
(208) 932-6615  
bids@duboischchemicals.com

Soda Ash

MC:ah

APPROVED:

*Marlin King (TB)*  
MARKLIN KING, DIRECTOR  
DEPARTMENT OF PUBLIC WORKS

*Mary D. Carter*  
MARY D. CARTER, DEPUTY DIRECTOR  
DPW WATER OPERATIONS  
DEPARTMENT OF PUBLIC WORKS



**TABULATION OF BIDS RECEIVED FOR TWELVE-MONTH SUPPLY SODA ASH**  
**TERM: AUGUST 01, 2022 THROUGH JULY 31, 2023**  
**BID NO. 18086-070522**  
**ADVERTISED: JUNE 16<sup>TH</sup> & 23<sup>RD</sup> 2022**  
**OPENED: JULY 5, 2022**

WATER TREATMENT PLANTS  
DEPARTMENT OF PUBLIC WORKS  
ACCOUNT: WATER/SEWER OPERATION MAINTENANCE FUND

<u>ITEM</u>	<u>DESCRIPTION</u>	Univar Solutions USA Inc. Attn: Stacy Zingeler 8201 S. 212 <sup>th</sup> Kent, WA 98032-1994 8201 S. 212 <sup>th</sup> Kent, WA 98032-1994 (253)872-5000 Muniteam-west@univarsolution.com	DuBois Chemicals, Inc. 1717 E FARGO AVE. NAMPA, ID 83687 1717 FARGO AVE. NAMPA, ID 83687 (208)932-6615 bids@duboischemicals.com	<u>UNIT PRICE PER POUND</u>
1.	Soda Ash Light (<56.2 lb./ft. <sup>3</sup> apparent density) Apparent density range to be supplied: _____ to _____ lb./ft. <sup>3</sup>	No Bid	No Bid	No Bid
Mfg. Name/Model:				
2.	Soda Ash Light (>56.2 lb./ft. <sup>3</sup> apparent density) Apparent density range to be supplied: 58.0 to 66.0 lb./ft. <sup>3</sup>			\$0.2875/LB (\$575.00 Ton)
Mfg. Name/Model:				Solvay
Delivery		No Bid	7-10 days	1 Year
Bid valid for:		No Bid	No Bid	WAVIED
EBO Plan Application:		No Bid		



OFFICE OF THE CITY ATTORNEY  
9/13/2022

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI TRANSPORTATION COMMISSION REGARDING STATE PROJECTS ERBR-25(03) (COLONIAL CIRCLE BRIDGE) AND ERBR-25(04) (MCRAVEN ROAD BRIDGE) AND DESIGNATING ELMORE MOODY, P.E., AS THE ENGINEER OF RECORD FOR SAID PROJECTS**

**WHEREAS**, the City of Jackson applied for and received FY2022 Emergency Road and Bridge Repair Funds from the Mississippi Transportation Commission for closed bridges on Colonial Circle and McRaven Road; and

**WHEREAS**, the Mississippi Department of Transportation requires the City to submit an executed Memorandum of Agreement, and resolution designating the Engineer of Record for each awarded bridge project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSON** that the Mayor is authorized to execute a Memorandum of Agreement with the Mississippi Transportation Commission for State Projects ERBR-25(03) (Colonial Circle bridge) and ERBR-25(04) (McRaven Road bridge).

**BE IT FURTHER RESOLVED** that the City Council of Jackson designates Elmore Moody, P.E., as the Engineer of Record for State Projects ERBR-25(03) (Colonial Circle bridge) and ERBR-25(04) (McRaven Road bridge).

Agenda Item #36 9.13.2022 (Hillman, Lumumba)
--

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET      September 9, 2022**

<b>P O I N T S</b>		<b>C O M M E N T S</b>	
1.	<b>Brief Description/Purpose</b>	Memorandum of Agreement regarding ERBR Projects and designating the engineer of record.	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4.	Neighborhood Enhancement
		5.	Infrastructure and Transportation
		7.	Quality of Life
3.	<b>Who will be affected</b>	Motorists and residents on Colonial Circle and McRaven Rd	
4.	<b>Benefits</b>	Bridge Replacement Projects	
5.	<b>Schedule (beginning date)</b>	Upon approval	
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Colonial Circle bridge (Ward 1) and McRaven Rd bridge (Ward 4)	
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Engineering Division	
8.	<b>COST</b>	No Cost to sign the documents	
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input checked="" type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A	
10.	<b>EBO participation</b>	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 ___

Office of the City Attorney

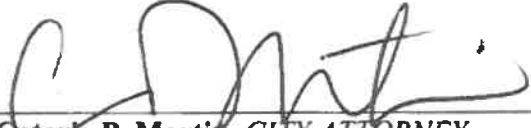

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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OFFICE OF THE CITY ATTORNEY  
9/9/22

This **RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI TRANSPORTATION COMMISSION REGARDING STATE PROJECTS ERBR-25(03) (COLONIAL CIRCLE BRIDGE) AND ERBR-25(04) (MCRAVEN ROAD BRIDGE) AND DESIGNATING ELMORE MOODY, P.E., AS THE ENGINEER OF RECORD FOR SAID PROJECTS** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria P. Martin, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

9/9/22  
\_\_\_\_\_  
DATE



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Jordan Hillman  
Interim Director

**Date:** September 9, 2022

**Subject:** Agenda Item for City Council Meeting

Attached, you will find a resolution that (1) authorizes the Mayor to execute an Memorandum of Agreement with the Mississippi Transportation Commission for the ERBR bridge projects on Colonial Circle and McRaven Road and (2) names Elmore Moody, P.E., as the engineers of record for the two ERBR bridge projects. It is the recommendation of this office that this item be approved. If you have any questions, call me at (601) 960-2091.

**Brad White**  
Executive Director

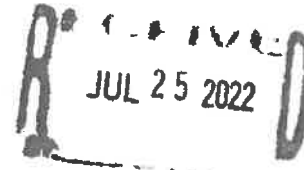
P. O. Box 1850  
Jackson, MS 39215-1850  
Telephone (601) 359-7249  
FAX (601) 359-7050  
GoMDOT.com



**Brian D. Ratliff**  
Deputy Executive Director/Chief Engineer  
**Lisa M. Hancock**  
Deputy Executive Director/Administration  
**Charles R. Carr**  
Director, Office of Intermodal Planning

July 20, 2022

Honorable Chokwe Lumumba  
Mayor, City of Jackson  
220 South President St  
Jackson, MS 39201



RE: Emergency Road and Bridge Repair (ERBR) Award for Replacement of Bridge Number(s)  
SA2500000000115

Dear Mr. Lumumba: *Mayor*

We are pleased to inform you that the Mississippi Transportation Commission, at their meeting on July 12, 2022, approved up to \$199,271.75 in Emergency Road and Bridge Repair (ERBR) Program funds for the above referenced Project.

The Local Public Agency (LPA) will need to sign the attached Memorandum of Agreement (MOA) and return it to the Mississippi Department of Transportation (MDOT) for execution by the Executive Director. Once the MOA has been executed and the required information has been submitted identifying the Engineer of Record per the MOA, an initial deposit of up to twenty percent of the requested construction funds will be deposited into an account set up as described in the MOA. The remaining deposit of funds will be made at the time the low bid has been awarded. Once MDOT has received the information requested in the Final Payment Checklist, the LPA will receive the final deposit.

For applications that indicated the project was ready to be let to construction, the LPA will receive the deposit for necessary ERBR Funds once the MOA has been executed and MDOT has received the information requested in the Final Payment Checklist.

It is important that you and your city/county attorney review the attached MOA for a detailed understanding of the requirements to participate in the program. Pursuant to Mississippi Code Section 65-1-179, ERBR Funds are prohibited from being used to reimburse any amount that has been expended on the project prior to the award date by the Mississippi Transportation Commission. If the preconstruction amount noted in the MOA includes any prior expenditures, please advise MDOT so that the amount can be adjusted. This MOA has been approved by the Office of the Attorney General, and modifications will not be allowed. All signed MOAs must be returned with the appropriate board approval to the MDOT Planning Division (85-01) at P.O. Box 1850, Jackson, MS 39215.

We are excited about this program and working with you on these very important projects which will be beneficial to both your community and the entire state. If you have any specific questions, please feel free to contact us at [planning@mdot.ms.gov](mailto:planning@mdot.ms.gov). Please visit MDOT's ERBR website at [https://mdot.ms.gov/portal/erbrf\\_2022](https://mdot.ms.gov/portal/erbrf_2022) for additional information that we will be posting throughout the life of the program.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad White".

Brad White  
Executive Director

Attachment

**MEMORANDUM OF AGREEMENT  
BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION  
AND City of Jackson, Mississippi  
Project No. ERBR-25(03)**

This Memorandum of Agreement (the "Agreement") is entered into by and between the Mississippi Transportation Commission (the "Commission"), which executes its policies through the Executive Director of the Mississippi Department of Transportation ("MDOT"), whose address is 401 North West Street, Jackson, MS 39201, and City of Jackson, Mississippi (the "Recipient") whose address is 219 South President St, Jackson, MS 39201. This Agreement shall become effective upon the date of latest execution shown below.

**WHEREAS**, the Mississippi Legislature has created a special fund known as the 2022 Emergency Road and Bridge Repair Fund (the "ERBRF") pursuant to Section 11 of Senate Bill No. 2780, 2022 Regular Session; and,

**WHEREAS**, pursuant to said statute, the State Fiscal Officer shall transfer sufficient amounts from the Capital Expense Fund to fund this program, and deposit the same into the said ERBRF; and

**WHEREAS**, the Mississippi Transportation Commission, acting through the Mississippi Department of Transportation has enacted rules pursuant to the Mississippi Administrative Procedures Act for the distribution of said funds; and

**WHEREAS**, the Recipient has applied for and been chosen to receive a grant of funds for the replacement of bridge number(s) SA2500000000280 and other associated activities identified in the Recipient's application (the "Project") as approved by the Commission on July 12, 2022 (the "Award Date"); and

**WHEREAS**, it is understood by and between the parties that the Commission has no funds available to contribute to the Project other than those being provided through the ERBRF grant described below, and that the Recipient is solely responsible for any costs of the Project that exceed the amount of the ERBRF grant.

**NOW, THEREFORE**, in consideration of the promises and agreements of the parties hereto, as shown below, it is hereby agreed as follows:

**ARTICLE I.  
DUTIES AND RESPONSIBILITIES**

**A. THE COMMISSION WILL:**

Provide funding for the Project identified in this Agreement in an amount not to exceed \$583,744.00 according to the terms and conditions hereof.



If preconstruction activities were requested in the application and funds were not expended prior to the Award Date, transfer an initial installment of funds from the ERBRF in the amount of \$0.00 to the governmental entity shown above who owns/sponsors the public road or bridge Project to be used for preconstruction activities.

Once preconstruction activities are complete and the Recipient has awarded a construction contract, transfer the remaining balance of the grant amount (not to exceed the amount needed to complete the Project). This transfer shall be made promptly after the award of the construction contract by the Recipient and after the required documents have been provided to MDOT.

The maximum engineering costs allowed to be paid from ERBRF grant monies shall be calculated based on a percentage of the successful construction bid amount. For projects requiring Preliminary Engineering (PE) and Construction Engineering and Inspection (CE&I), the maximum amount of the total engineering costs to be paid from the ERBRF shall be fifteen percent (15%) of the amount of the successful construction bid. For projects that do not require PE services, the maximum amount of engineering costs to be paid from the ERBRF for engineering costs shall be ten percent (10%) of the amount of the successful construction bid. The total amount allowed for PE and/or CE&I costs shall be the actual cost of these services, or the maximum amounts outlined above, whichever is less.

If the Project involves an existing or ongoing construction contract, transfer the grant amount (not to exceed the amount needed to complete the Project), after the required documents have been provided to MDOT. Pursuant to Mississippi Code Section 65-1-179, under no circumstances shall Recipient use ERBRF monies to reimburse any amount that has been expended on the Project prior to the Award Date.

**B. THE RECIPIENT (CITY/COUNTY) WILL:**

Execute and return this Agreement to MDOT by August 31, 2022.

Submit the appropriate approval (e.g., board order) identifying the Engineer of Record for the Project, who shall be a licensed Professional Engineer registered with the MS Board of Licensure for Professional Engineers and Surveyors, prior to the first transfer of funds.

Use the funds solely for the costs of the Project as defined in this Agreement and upon the terms and provisions of this Agreement. Failure to adhere to any provision within the Agreement may result in immediate withdrawal of future funding and will require the return of all unexpended funds upon written demand

from MDOT.

Maintain Emergency Road and Bridge Repair (ERBR) Funding in a separate account or sub-account for the Project identified in this Agreement, so that project funding and costs can be easily tracked. The Recipient must be enrolled in PayMode e-payment module prior to receiving ERBRF grant monies. The Recipient may request assistance enrolling by contacting [www.mmrs.state.ms.us](http://www.mmrs.state.ms.us) or by calling the MMRS Call Center at (601) 359-1343. MDOT uses Mississippi's Accountability System for Government Information and Collaboration (MAGIC), and payment shall be made, and remittance information provided electronically as directed by the State to the bank account of the Recipient's choice.

Make every effort to expend all funds by June 30, 2025. Should any projected deviation from this schedule arise, the Recipient agrees to notify MDOT in writing of the specific details of delay and request an extension as soon as the deviation becomes apparent. Should this request be denied, the Recipient will return any ERBRF monies in the amount determined by MDOT. **In the event a construction contract is not awarded by January 31, 2025, MDOT reserves the right to revoke the grant award and demand repayment of ERBR funds.** The Recipient agrees to promptly return any unexpended ERBRF monies for revoked awards as required by MDOT.

Secure all funding necessary to complete the Project and commit the same prior to or at the time of grant award. All funding associated with the selected ERBRF Project shall be secured prior to the award of the construction contract and shall not be dependent on any future grants or awards. All funding in excess of the ERBRF grant amount necessary to complete the Project is the sole responsibility of the Recipient. Pursuant to Mississippi Code Section 65-1-179, under no circumstances shall Recipient use ERBRF monies to reimburse any amount that has been expended on the Project prior to the Award Date.

Follow state law for procurement of professionals and letting of construction projects. Failure to follow state laws may result in withdrawal of grant funds. If any federal funds are used in conjunction with ERBR funds, all federal procurement laws must be followed.

Advertise construction projects in accordance with all applicable laws and, to the extent possible, make advertisements available to the Mississippi Association of General Contractors, Mississippi Road Builders' Association, and Mississippi Asphalt Pavement Association.

Maintain on file, the following items in relation to the Project and provide the same to MDOT upon request:

A copy of all design documents.

Proof of Advertisement (i.e., copy of the advertisement, MPTAP and/or procurement portal posting, and any other such documents) for any Request for Qualifications (RFQ), Request for Proposals (RFP) or Invitation for Bids (IFB).

A copy of the project schedule.

A copy of the Construction Documents and Invitation for Bid Documents and any other IFB, RFQ, or RFP.

Documents including executed consultant Contracts for which funds will be expended.

A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, this must include the recommendation of the Engineer of Record, for the award of contract. For items procured by RFQ or RFP, this must include the evaluation committee tally sheets/overall scoring in support of the award decision.

A copy of Contract award for construction of Project.

A copy of all contractor pay requests and Professional pay requests and approval of and proof of payments for said services.

A copy of all bank statements of the separate account or sub-account containing the ERBR funds.

Directly administer funding for the Project, maintaining said funds in a separate distinct account or sub-account from the general funds of the Recipient for each Project funded. Any interest earned shall remain in the account or sub-account and shall be used on the Project identified in this Agreement. **Funding shall not be transferred back to the State, or any other fund associated with the State Treasury unless directed by MDOT in writing.**

Expend Project Funds in the following manner:

The Recipient agrees that if any funds are available at the completion of the Project, it will notify MDOT, in writing with a copy of any required approvals (e.g., board, council, or commission), of the amount of funds remaining and either: request an amendment to the Project defined in this Agreement for purposes consistent with any and all applicable state or federal statutes, rules, regulations, and/or guidance, or notify MDOT that the funds are not needed and request to transfer funds back to the ERBRF.

All expenditures of funds deposited from the ERBRF Program will be spent solely on costs directly associated with the Project as identified in this Agreement. The Recipient agrees to **maintain accurate Project**

**documentation and invoices for all expenditures associated with the Project for not less than 3 years** from final release of maintenance or longer, if required by IRS or other regulations.

Project Funds shall not be used on the Recipient's operating expenditures (e.g., salaries, equipment, commodities, and or related costs) with the exception of work performed by the Engineer of Record and his staff in an amount that is reasonable and supported by historical data up to the amount allowed for such fees.

Adhere to the following Project Requirements:

A current Certificate of Authority is required by any corporation, firm, or partnership employing the Mississippi Licensed Professional Engineer performing services on behalf of the Recipient in compliance with Mississippi Code Section 73-13-1, *et seq.*, as amended.

Design Plans shall be stamped by a Professional Engineer who is knowledgeable in the field of road design or bridge design, as applicable, and is registered with the MS Board of Licensure for Professional Engineers and Surveyors in compliance with Mississippi Code Section 73-13-1, *et seq.*, as amended.

The Recipient must maintain on file the documents listed above and provide these documents to MDOT and the Office of State Aid Road Construction (OSARC) upon request.

There shall be no changes to the Project as approved in this Agreement without detailed documentation as to the reason for the requested change. Requests for changes shall be submitted to MDOT in writing with a copy of any required approvals (e.g., board, council, or commission). Project changes shall not be made without written approval by MDOT.

Project shall meet current OSARC Design Standards, MDOT Design Standards, and/or AASHTO Design Standards, whichever is appropriate. Recipient shall provide stamped certification from the Engineer of Record that the design meets the applicable standards, as required above.

The Recipient shall adhere to the Manual on Uniform Traffic Control Devices regarding maintenance of traffic control features and the safety of workers and the traveling public for the road(s) and/or bridge(s) under construction and all other roads and entrances to adjacent properties within the limits of the project.

The construction shall be in accordance with the latest version of the Mississippi Standard Specifications for State Aid Road & Bridge Construction or MDOT Standard Specifications for Road & Bridge

Construction, including all addenda, whichever is appropriate.

The construction shall be in accordance with the latest version of the MDOT Construction Manual or the OSARC Construction Manual, whichever is appropriate.

New bridges shall be designed and load rated in accordance with AASHTO LRFD Bridge Design Specifications, current edition, including seismic conditions where appropriate. Bridge design and load rating for bridge widening or rehabilitation shall be in accordance with the AASHTO Standard Specifications for Highway Bridges, 17th Edition.

For bridge projects, once the piling is driven and prior to placement of caps or superstructure, the Recipient must submit to MDOT and OSARC electronic documentation using MDOT or OSARC pile driving record forms showing that the piles have reached the pile bearing as detailed in the construction plans. Any piling driven shall achieve the desired minimum bearing capacity and minimum tip elevation.

Upon completion of projects containing bridge construction or rehabilitation, an Initial Inspection of the bridge is required in accordance with the National Bridge Inspection Standards (NBIS) and with Section 4.2, AASHTO Manual (Incorporated by reference, see § 650.305 and § 650.317 of NBIS) for each new, replaced, rehabilitated, and temporary bridge as soon as practical, but within 3 months of the bridge opening to traffic.

The Initial Inspection shall be made to fully document the as-built condition of the bridge. This also serves to record required bridge inventory data, establish baseline conditions, and establish the intervals for other inspection types. A load rating shall be performed to document the live load carrying capacity of each bridge after the projects are complete. The findings of the inspection shall be documented in an inspection report and submitted via AssetWise.

For bridge replacement projects or projects that allow for repairs to a bridge in lieu of complete replacement, all components, upon completion of construction, shall achieve an NBI condition rating of 7 or greater and the bridge shall not be load-restricted (posted) for Mississippi legal loads.

Projects shall comply with all environmental permitting requirements as specified by all necessary parties including, but not limited to, Mississippi Department of Environmental Quality (MDEQ), US Army Corps of Engineers (USACE), and the Mississippi Department of Archives and History (MDAH). All required permits shall be submitted to MDOT for review prior to the transfer of any construction funds.

The Recipient shall provide an electronic copy of the completed and

stamped as- built plans in a format approved by MDOT. In addition, the Recipient shall provide stamped certification from the Engineer of Record that the Project was constructed in accordance with the applicable standards, as required by MDOT.

At the end of the Project, plans and all Project documentation shall be owned by MDOT and, upon request, shall be provided to MDOT on CD or other acceptable electronic means of data storage.

Report upon Project progress as follows:

The Recipient agrees to provide quarterly reports and any required supporting documentation on a form prescribed by MDOT that summarize all work and expenditures on the Project since the last report. The quarterly report shall provide an updated schedule that has estimated dates for milestones and shall also provide a copy of the most recent bank statement of the separate account or sub-account used to maintain ERBR funding for the Project described in this Agreement. The first quarterly report shall include a bank statement showing proof of the first ERBRF proceed deposit. If the Recipient receives a second transfer from MDOT, the quarterly report immediately following this transfer shall also include a bank statement showing proof of the second ERBRF proceed deposit. The first quarterly report shall be provided within 30 days of the end of the next calendar quarter after the effective date of this Agreement and thereafter within 30 days after the end of each succeeding calendar quarter (i.e., March 30, June 30, September 30, and December 31). Failure to provide required reports may result in reduction of the grant award and/or the withdrawal of Project funding, in which case funds would be returned to the ERBRF upon written demand from MDOT.

The Recipient further agrees to make such other reports, disclosures, or certifications as may be required by MDOT.

## ARTICLE II. GENERAL PROVISIONS

- A. The Commission has no funds available to contribute to the Project other than those being provided through the ERBRF described above. The Recipient is solely responsible for any costs of the Project that exceed the amount of the transfer of funds as defined in this Agreement.
- B. This Agreement shall be subject to termination only upon written agreement by all parties or notice to terminate by MDOT for failure to comply with the terms of this Agreement.

- C. It is understood that this is a Memorandum of Agreement, and that more specific requirements for the design and construction, procurement, and payment for the Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the policies and procedures of MDOT, and other related regulatory authorities. The Recipient agrees that it will abide by all such applicable authority.
- D. All contracts and subcontracts shall include a provision for compliance with "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in Mississippi Code Section 71-11-3. Under this Act the Commission, the City, and every contractor or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 110 Stat. 3359, as amended.

### **ARTICLE III. AMENDMENTS**

This Agreement may be amended in writing as mutually agreed upon by the parties.

### **ARTICLE IV. SEVERABILITY**

Should any provision of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

### **ARTICLE V. RELATIONSHIP OF THE PARTIES**

- A. The Commission and the Recipient are separate public agencies, and each, in accordance with its status as an independent agency, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, or claim to be, an agent, officer, or employee of the other by reason hereof. The employees, agents, and contractors of MDOT and the Recipient will not by reason hereof make any claim, demand, or application for any right or privilege applicable to an officer or employee of the other, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax

- withholding whatsoever.
- B. No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.

**ARTICLE VI.  
RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

- A. The Commission, MDOT, OSARC, and all of their agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except those specifically stated herein, and have no authority to select, employ, supervise, or control any contractor employed by the Recipient, or any employee, agent, or official of the Recipient, or any of the Recipient's contractors or subcontractors.
- B. The Commission will not be a party to any contract or subcontract entered into by the Recipient, other than this Agreement.
- C. The Recipient will indemnify the Commission and hold it harmless to the extent allowed by Mississippi Code Section 65-1-75.



**ARTICLE VII.  
AUTHORITY TO CONTRACT**

The Undersigned party represents that he/she has the authority to enter into this Agreement for and on behalf of the Recipient. The Commission authorized the Executive Director to execute this Agreement at its meeting of July 12, 2022.

So agreed this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MISSISSIPPI TRANSPORTATION COMMISSION**  
By and through its duly authorized  
Executive Director

\_\_\_\_\_  
Brad White, Executive Director  
Mississippi Department of Transportation

So agreed this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Chokwe Lumumba, Mayor  
City of Jackson

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

Recorded at Book 22, Page 676, of the Minutes of the Mississippi Transportation Commission.

Brad White  
Executive Director

P. O. Box 1850  
Jackson, MS 39215-1850  
Telephone (601) 359-7249  
FAX (601) 359-7050  
GoMDOT.com



Brian D. Ratliff  
Deputy Executive Director/Chief Engineer  
Lisa M. Hancock  
Deputy Executive Director/Administrative  
Charles R. Ca  
Director, Office of Intermodal Planning

July 20, 2022

Honorable Chokwe Lumumba  
Mayor, City of Jackson  
219 South President St  
Jackson, MS 39201

EN  
JUL 25 2022

RE: Emergency Road and Bridge Repair (ERBR) Award for Replacement of Bridge Number(s)  
SA2500000000280

Dear Mr. Lumumba: *Allyce*

We are pleased to inform you that the Mississippi Transportation Commission, at their meeting on July 12, 2022, approved up to \$583,744.00 in Emergency Road and Bridge Repair (ERBR) Program funds for the above referenced Project.

The Local Public Agency (LPA) will need to sign the attached Memorandum of Agreement (MOA) and return it to the Mississippi Department of Transportation (MDOT) for execution by the Executive Director. Once the MOA has been executed and the required information has been submitted identifying the Engineer of Record per the MOA, an initial deposit of up to twenty percent of the requested construction funds will be deposited into an account set up as described in the MOA. The remaining deposit of funds will be made at the time the low bid has been awarded. Once MDOT has received the information requested in the Final Payment Checklist, the LPA will receive the final deposit.

For applications that indicated the project was ready to be let to construction, the LPA will receive the deposit for necessary ERBR Funds once the MOA has been executed and MDOT has received the information requested in the Final Payment Checklist.

It is important that you and your city/county attorney review the attached MOA for a detailed understanding of the requirements to participate in the program. Pursuant to Mississippi Code Section 65-1-179, ERBR Funds are prohibited from being used to reimburse any amount that has been expended on the project prior to the award date by the Mississippi Transportation Commission. If the preconstruction amount noted in the MOA includes any prior expenditures, please advise MDOT so that the amount can be adjusted. This MOA has been approved by the Office of the Attorney General, and modifications will not be allowed. All signed MOAs must be returned with the appropriate board approval to the MDOT Planning Division (85-01) at P.O. Box 1850, Jackson, MS 39215.

We are excited about this program and working with you on these very important projects which will be beneficial to both your community and the entire state. If you have any specific questions, please feel free to contact us at [planning@mdot.ms.gov](mailto:planning@mdot.ms.gov). Please visit MDOT's ERBR website at [https://mdot.ms.gov/portal/erbrf\\_2022](https://mdot.ms.gov/portal/erbrf_2022) for additional information that we will be posting throughout the life of the program.

Sincerely,

Brad White  
Executive Director

*Hope you are well!*

Attachment

Transportation: The Driving Force of a Strong Economy

**MEMORANDUM OF AGREEMENT  
BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION  
AND City of Jackson, Mississippi  
Project No. ERBR-25(04)**

This Memorandum of Agreement (the "Agreement") is entered into by and between the Mississippi Transportation Commission (the "Commission"), which executes its policies through the Executive Director of the Mississippi Department of Transportation ("MDOT"), whose address is 401 North West Street, Jackson, MS 39201, and City of Jackson, Mississippi (the "Recipient") whose address is 220 South President St, Jackson, MS 39201. This Agreement shall become effective upon the date of latest execution shown below.

**WHEREAS**, the Mississippi Legislature has created a special fund known as the 2022 Emergency Road and Bridge Repair Fund (the "ERBRF") pursuant to Section 11 of Senate Bill No. 2780, 2022 Regular Session; and,

**WHEREAS**, pursuant to said statute, the State Fiscal Officer shall transfer sufficient amounts from the Capital Expense Fund to fund this program, and deposit the same into the said ERBRF; and

**WHEREAS**, the Mississippi Transportation Commission, acting through the Mississippi Department of Transportation has enacted rules pursuant to the Mississippi Administrative Procedures Act for the distribution of said funds; and

**WHEREAS**, the Recipient has applied for and been chosen to receive a grant of funds for the replacement of bridge number(s) SA2500000000115 and other associated activities identified in the Recipient's application (the "Project") as approved by the Commission on July 12, 2022 (the "Award Date"); and

**WHEREAS**, it is understood by and between the parties that the Commission has no funds available to contribute to the Project other than those being provided through the ERBRF grant described below, and that the Recipient is solely responsible for any costs of the Project that exceed the amount of the ERBRF grant.

**NOW, THEREFORE**, in consideration of the promises and agreements of the parties hereto, as shown below, it is hereby agreed as follows:

**ARTICLE I.  
DUTIES AND RESPONSIBILITIES**

**A. THE COMMISSION WILL:**

Provide funding for the Project identified in this Agreement in an amount not to exceed \$199,271.75 according to the terms and conditions hereof.

If preconstruction activities were requested in the application and funds were not expended prior to the Award Date, transfer an initial installment of funds from the ERBRF in the amount of \$0.00 to the governmental entity shown above who owns/sponsors the public road or bridge Project to be used for preconstruction activities.

Once preconstruction activities are complete and the Recipient has awarded a construction contract, transfer the remaining balance of the grant amount (not to exceed the amount needed to complete the Project). This transfer shall be made promptly after the award of the construction contract by the Recipient and after the required documents have been provided to MDOT.

The maximum engineering costs allowed to be paid from ERBRF grant monies shall be calculated based on a percentage of the successful construction bid amount. For projects requiring Preliminary Engineering (PE) and Construction Engineering and Inspection (CE&I), the maximum amount of the total engineering costs to be paid from the ERBRF shall be fifteen percent (15%) of the amount of the successful construction bid. For projects that do not require PE services, the maximum amount of engineering costs to be paid from the ERBRF for engineering costs shall be ten percent (10%) of the amount of the successful construction bid. The total amount allowed for PE and/or CE&I costs shall be the actual cost of these services, or the maximum amounts outlined above, whichever is less.

If the Project involves an existing or ongoing construction contract, transfer the grant amount (not to exceed the amount needed to complete the Project), after the required documents have been provided to MDOT. **Pursuant to Mississippi Code Section 65-1-179, under no circumstances shall Recipient use ERBRF monies to reimburse any amount that has been expended on the Project prior to the Award Date.**

**B. THE RECIPIENT (CITY/COUNTY) WILL:**

Execute and return this Agreement to MDOT by August 31, 2022.

Submit the appropriate approval (e.g., board order) identifying the Engineer of Record for the Project, who shall be a licensed Professional Engineer registered with the MS Board of Licensure for Professional Engineers and Surveyors, prior to the first transfer of funds.

Use the funds solely for the costs of the Project as defined in this Agreement and upon the terms and provisions of this Agreement. Failure to adhere to any provision within the Agreement may result in immediate withdrawal of future funding and will require the return of all unexpended funds upon written demand

from MDOT.

Maintain Emergency Road and Bridge Repair (ERBR) Funding in a separate account or sub-account for the Project identified in this Agreement, so that project funding and costs can be easily tracked. The Recipient must be enrolled in PayMode e-payment module prior to receiving ERBRF grant monies. The Recipient may request assistance enrolling by contacting [www.mmrs.state.ms.us](http://www.mmrs.state.ms.us) or by calling the MMRS Call Center at (601) 359-1343. MDOT uses Mississippi's Accountability System for Government Information and Collaboration (MAGIC), and payment shall be made, and remittance information provided electronically as directed by the State to the bank account of the Recipient's choice.

Make every effort to expend all funds by June 30, 2025. Should any projected deviation from this schedule arise, the Recipient agrees to notify MDOT in writing of the specific details of delay and request an extension as soon as the deviation becomes apparent. Should this request be denied, the Recipient will return any ERBRF monies in the amount determined by MDOT. **In the event a construction contract is not awarded by January 31, 2025, MDOT reserves the right to revoke the grant award and demand repayment of ERBR funds.** The Recipient agrees to promptly return any unexpended ERBRF monies for revoked awards as required by MDOT.

Secure all funding necessary to complete the Project and commit the same prior to or at the time of grant award. All funding associated with the selected ERBRF Project shall be secured prior to the award of the construction contract and shall not be dependent on any future grants or awards. All funding in excess of the ERBRF grant amount necessary to complete the Project is the sole responsibility of the Recipient. Pursuant to Mississippi Code Section 65-1-179, under no circumstances shall Recipient use ERBRF monies to reimburse any amount that has been expended on the Project prior to the Award Date.

Follow state law for procurement of professionals and letting of construction projects. Failure to follow state laws may result in withdrawal of grant funds. If any federal funds are used in conjunction with ERBR funds, all federal procurement laws must be followed.

Advertise construction projects in accordance with all applicable laws and, to the extent possible, make advertisements available to the Mississippi Association of General Contractors, Mississippi Road Builders' Association, and Mississippi Asphalt Pavement Association.

Maintain on file, the following items in relation to the Project and provide the same to MDOT upon request:

A copy of all design documents.

Proof of Advertisement (i.e., copy of the advertisement, MPTAP and/or procurement portal posting, and any other such documents) for any Request for Qualifications (RFQ), Request for Proposals (RFP) or Invitation for Bids (IFB).

A copy of the project schedule.

A copy of the Construction Documents and Invitation for Bid Documents and any other IFB, RFQ, or RFP.

Documents including executed consultant Contracts for which funds will be expended.

A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, this must include the recommendation of the Engineer of Record, for the award of contract. For items procured by RFQ or RFP, this must include the evaluation committee tally sheets/overall scoring in support of the award decision.

A copy of Contract award for construction of Project.

A copy of all contractor pay requests and Professional pay requests and approval of and proof of payments for said services.

A copy of all bank statements of the separate account or sub-account containing the ERBR funds.

Directly administer funding for the Project, maintaining said funds in a separate distinct account or sub-account from the general funds of the Recipient for each Project funded. Any interest earned shall remain in the account or sub-account and shall be used on the Project identified in this Agreement. **Funding shall not be transferred back to the State, or any other fund associated with the State Treasury unless directed by MDOT in writing.**

Expend Project Funds in the following manner:

The Recipient agrees that if any funds are available at the completion of the Project, it will notify MDOT, in writing with a copy of any required approvals (e.g., board, council, or commission), of the amount of funds remaining and either: request an amendment to the Project defined in this Agreement for purposes consistent with any and all applicable state or federal statutes, rules, regulations, and/or guidance, or notify MDOT that the funds are not needed and request to transfer funds back to the ERBRF.

All expenditures of funds deposited from the ERBRF Program will be spent solely on costs directly associated with the Project as identified in this Agreement. The Recipient agrees to **maintain accurate Project**

**documentation and invoices for all expenditures associated with the Project for not less than 3 years** from final release of maintenance or longer, if required by IRS or other regulations.

Project Funds shall not be used on the Recipient's operating expenditures (e.g., salaries, equipment, commodities, and or related costs) with the exception of work performed by the Engineer of Record and his staff in an amount that is reasonable and supported by historical data up to the amount allowed for such fees.

Adhere to the following Project Requirements:

A current Certificate of Authority is required by any corporation, firm, or partnership employing the Mississippi Licensed Professional Engineer performing services on behalf of the Recipient in compliance with Mississippi Code Section 73-13-1, *et seq.*, as amended.

Design Plans shall be stamped by a Professional Engineer who is knowledgeable in the field of road design or bridge design, as applicable, and is registered with the MS Board of Licensure for Professional Engineers and Surveyors in compliance with Mississippi Code Section 73-13-1, *et seq.*, as amended.

The Recipient must maintain on file the documents listed above and provide these documents to MDOT and the Office of State Aid Road Construction (OSARC) upon request.

There shall be no changes to the Project as approved in this Agreement without detailed documentation as to the reason for the requested change. Requests for changes shall be submitted to MDOT in writing with a copy of any required approvals (e.g., board, council, or commission). Project changes shall not be made without written approval by MDOT.

Project shall meet current OSARC Design Standards, MDOT Design Standards, and/or AASHTO Design Standards, whichever is appropriate. Recipient shall provide stamped certification from the Engineer of Record that the design meets the applicable standards, as required above.

The Recipient shall adhere to the Manual on Uniform Traffic Control Devices regarding maintenance of traffic control features and the safety of workers and the traveling public for the road(s) and/or bridge(s) under construction and all other roads and entrances to adjacent properties within the limits of the project.

The construction shall be in accordance with the latest version of the Mississippi Standard Specifications for State Aid Road & Bridge Construction or MDOT Standard Specifications for Road & Bridge

Construction, including all addenda, whichever is appropriate.

The construction shall be in accordance with the latest version of the MDOT Construction Manual or the OSARC Construction Manual, whichever is appropriate.

New bridges shall be designed and load rated in accordance with AASHTO LRFD Bridge Design Specifications, current edition, including seismic conditions where appropriate. Bridge design and load rating for bridge widening or rehabilitation shall be in accordance with the AASHTO Standard Specifications for Highway Bridges, 17th Edition.

For bridge projects, once the piling is driven and prior to placement of caps or superstructure, the Recipient must submit to MDOT and OSARC electronic documentation using MDOT or OSARC pile driving record forms showing that the piles have reached the pile bearing as detailed in the construction plans. Any piling driven shall achieve the desired minimum bearing capacity and minimum tip elevation.

Upon completion of projects containing bridge construction or rehabilitation, an Initial Inspection of the bridge is required in accordance the National Bridge Inspection Standards (NBIS) and with Section 4.2, AASHTO Manual (Incorporated by reference, see § 650.305 and § 650.317 of NBIS) for each new, replaced, rehabilitated, and temporary bridge as soon as practical, but within 3 months of the bridge opening to traffic.

The Initial Inspection shall be made to fully document the as-built condition of the bridge. This also serves to record required bridge inventory data, establish baseline conditions, and establish the intervals for other inspection types. A load rating shall be performed to document the live load carrying capacity of each bridge after the projects are complete. The findings of the inspection shall be documented in an inspection report and submitted via AssetWise.

For bridge replacement projects or projects that allow for repairs to a bridge in lieu of complete replacement, all components, upon completion of construction, shall achieve an NBI condition rating of 7 or greater and the bridge shall not be load-restricted (posted) for Mississippi legal loads.

Projects shall comply with all environmental permitting requirements as specified by all necessary parties including, but not limited to, Mississippi Department of Environmental Quality (MDEQ), US Army Corps of Engineers (USACE), and the Mississippi Department of Archives and History (MDAH). All required permits shall be submitted to MDOT for review prior to the transfer of any construction funds.

The Recipient shall provide an electronic copy of the completed and



stamped as- built plans in a format approved by MDOT. In addition, the Recipient shall provide stamped certification from the Engineer of Record that the Project was constructed in accordance with the applicable standards, as required by MDOT.

At the end of the Project, plans and all Project documentation shall be owned by MDOT and, upon request, shall be provided to MDOT on CD or other acceptable electronic means of data storage.

Report upon Project progress as follows:

The Recipient agrees to provide quarterly reports and any required supporting documentation on a form prescribed by MDOT that summarize all work and expenditures on the Project since the last report. The quarterly report shall provide an updated schedule that has estimated dates for milestones and shall also provide a copy of the most recent bank statement of the separate account or sub-account used to maintain ERBR funding for the Project described in this Agreement. The first quarterly report shall include a bank statement showing proof of the first ERBRF proceed deposit. If the Recipient receives a second transfer from MDOT, the quarterly report immediately following this transfer shall also include a bank statement showing proof of the second ERBRF proceed deposit. The first quarterly report shall be provided within 30 days of the end of the next calendar quarter after the effective date of this Agreement and thereafter within 30 days after the end of each succeeding calendar quarter (i.e., March 30, June 30, September 30, and December 31). Failure to provide required reports may result in reduction of the grant award and/or the withdrawal of Project funding, in which case funds would be returned to the ERBRF upon written demand from MDOT.

The Recipient further agrees to make such other reports, disclosures, or certifications as may be required by MDOT.

## ARTICLE II. GENERAL PROVISIONS

- A. **The Commission has no funds available to contribute to the Project other than those being provided through the ERBRF described above. The Recipient is solely responsible for any costs of the Project that exceed the amount of the transfer of funds as defined in this Agreement.**
- B. This Agreement shall be subject to termination only upon written agreement by all parties or notice to terminate by MDOT for failure to comply with the terms of this Agreement.

- C. It is understood that this is a Memorandum of Agreement, and that more specific requirements for the design and construction, procurement, and payment for the Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the policies and procedures of MDOT, and other related regulatory authorities. The Recipient agrees that it will abide by all such applicable authority.
- D. All contracts and subcontracts shall include a provision for compliance with "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in Mississippi Code Section 71-11-3. Under this Act the Commission, the City, and every contractor or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 110 Stat. 3359, as amended.

### **ARTICLE III. AMENDMENTS**

This Agreement may be amended in writing as mutually agreed upon by the parties.

### **ARTICLE IV. SEVERABILITY**

Should any provision of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

### **ARTICLE V. RELATIONSHIP OF THE PARTIES**

- A. The Commission and the Recipient are separate public agencies, and each, in accordance with its status as an independent agency, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, or claim to be, an agent, officer, or employee of the other by reason hereof. The employees, agents, and contractors of MDOT and the Recipient will not by reason hereof make any claim, demand, or application for any right or privilege applicable to an officer or employee of the other, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax

- withholding whatsoever.
- B. No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.

**ARTICLE VI.  
RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

- A. The Commission, MDOT, OSARC, and all of their agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except those specifically stated herein, and have no authority to select, employ, supervise, or control any contractor employed by the Recipient, or any employee, agent, or official of the Recipient, or any of the Recipient's contractors or subcontractors.
- B. The Commission will not be a party to any contract or subcontract entered into by the Recipient, other than this Agreement.
- C. The Recipient will indemnify the Commission and hold it harmless to the extent allowed by Mississippi Code Section 65-1-75.

**ARTICLE VII.  
AUTHORITY TO CONTRACT**

The Undersigned party represents that he/she has the authority to enter into this Agreement for and on behalf of the Recipient. The Commission authorized the Executive Director to execute this Agreement at its meeting of July 12, 2022.

So agreed this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MISSISSIPPI TRANSPORTATION COMMISSION**  
By and through its duly authorized  
Executive Director

\_\_\_\_\_  
Brad White, Executive Director  
Mississippi Department of Transportation

So agreed this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Chokwe Lumumba, Mayor  
City of Jackson

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

Recorded at Book 22, Page 676, of the Minutes of the Mississippi Transportation Commission.

**ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2022 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. MISS. AND OTHER RELATED MATTERS (CITYWIDE)**

**WHEREAS**, the City continues to require additional representation in the matter, specifically, assistance, and legal advice and counsel in negotiating a modification of the Consent Decree and matters relating thereto because the modification negotiations are ongoing; and

**WHEREAS**, the City continues meeting with U.S.E.P.A. twice each month to discuss compliance progress under the existing Clean Water Act Consent Decree and to negotiate a modification to that existing Consent Decree; and

**WHEREAS**, the City continues its negotiations with U.S.E.P.A. and MDEQ, particularly work on the City's Long-Term Financial Model and the specific injunctive relief language that will implement the City's strategies for the Consent Decree modification; and

**WHEREAS**, the estimated fees for Fiscal Year 2022, beginning October 1, 2021 and ending September 30, 2022 are \$101,547.21, which includes a 35% rate discount from Ms. Richardson's standard rate; and

**WHEREAS**, there is a portion of the invoice for September 2021 in the amount of \$4,415.50 that remains unpaid; and

**WHEREAS**, the Department of Public Works recommends the authorization of the additional fees for Fiscal Year 2022 in the amount of \$ 101,547.21 and payment of the outstanding portion of the September 2021 invoice in the amount of \$4,415.50.

**IT IS, THEREFORE, ORDERED** that payments made to Susan Richardson, Esq. and the law firm of Kilpatrick Townsend & Stockton LLP for representation of the City in Clean Water Act Consent Decree modification negotiations and for other related services shall not exceed \$101,547.21 for Fiscal Year 2022, beginning October 1, 2021 and ending September 30, 2022 without further approval by the City Council.

**IT IS FURTHER ORDERED** that payment in the amount of \$4,415.50 to Susan Richardson, Esq. and the law firm of Kilpatrick Townsend & Stockton LLP for the outstanding portion of the September 2021 invoice is authorized.

Agenda Item #37  
9.13.2022  
(C.Martin, Lumumba)

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

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2022 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND &amp; STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. MISS. AND OTHER RELATED MATTERS (CITYWIDE)</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6 Infrastructure and Transportation
3.	<b>Who will be affected</b>	City and its Water/Sewer customers
4.	<b>Benefits</b>	Provide continuing legal representation in Consent Decree modification negotiations
5.	<b>Schedule (beginning date)</b>	Upon approval
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no)</b> (area) ▪ <b>Project limits if applicable</b>	Wards 1, 2, 3, 4, 5, 6, and 7 (citywide)
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Public Works
8.	<b>COST</b>	\$101,547.21 for FY 2022 and \$4,415.50 remaining from FY 2021
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	
10.	<b>EBO participation</b>	ABE _____ % WAIVER yes <u>X</u> no ___ N/A _____ AABE _____ % WAIVER yes <u>X</u> no ___ N/A _____ FBE _____ % WAIVER yes <u>X</u> no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



**Office of the City Attorney**

**To: Chokwe Antar Lumumba, Mayor**

**From: Torri Martin, City Attorney**

**Council Agenda Item Briefing Memo**

**Agenda Item:** **ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2022 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. MISS. AND OTHER RELATED MATTERS (CITYWIDE)**

**Item #:**

**Council Meeting:** Regular Council Meeting, September 7, 2022

**Purpose:** To authorize payment for fees for FY 2022 and portion of FY 2021 outstanding invoice

**Cost:** \$ 101,547.21 for FY 2022 and \$4,415.50 for outstanding portion of September 2021 invoice

**Funding Source:**

**Background:**

On January 18, 2018, the City Council authorized the Mayor to retain Susan Richardson, Esq. and the law firm of Kilpatrick Townsend & Stockton LLP to provide representation to the City of Jackson in negotiating a modification to its Clean Water Act Consent Decree.

The City is in need of Ms. Richardson's continuing assistance in negotiating the Consent Decree modification. Significant progress has been made during the last half of 2021 and the first half of 2022. The City's Long-Term Financial Plan is under review by the EPA and MDEQ along with the injunctive relief language. The services that Ms. Richardson continues to provide include telephone conference meetings with the EPA and MDEQ twice each month, preparing the minutes of those meetings, submitting weekly status updates to the EPA and MDEQ, and revisions to injunctive relief language for the modification.

Please let me know if you need any additional information or have any questions.


Office of the City Attorney

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455 East Capitol Street  
Post Office Box 279  
Jackson, Mississippi 39201-0279  
Telephone: (601) 960-1756  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2022 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. MISS. AND OTHER RELATED MATTERS (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria P. Martin, *CITY ATTORNEY*  
Terry Williamson, *Legal Counsel*

9/8/22  
\_\_\_\_\_  
DATE