



**SPECIAL MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
SEPTEMBER 27, 2022
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT
INVOCATION

1. DR. DAVID STRAIN OF FIRST PRESBYTERIAN CHURCH OF JACKSON

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 30, 2022 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
4. APPROVAL OF THE SEPTEMBER 1, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
5. 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 30, 2022 FOR THE FOLLOWING CASES:

22-462	22-569	22-485	22-813	21-1374	22-940
22-1233	21-1993	21-1994	22-1358	21-1418	22-864
21-1403	21-1401	21-1995	22-799	22-191	21-745
22-1220	22-1256	21-1519	22-1221	22-1219	22-1202
22-1412	22-969	22-982			

6. 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 PARCELS 190-53 AND 190-54 LOCATED AT 220 W PASCAGOULA AND 226 PASCAGOULA ST - \$49,000.00. CASE #CE-21-222 AND CE-21-224. (WARD 7) (DOTSON, LUMUMBA)

INTRODUCTION OF ORDINANCES

- 7. ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS CRIME ANALYST; POLICE TECHNICIAN FOR THE JACKSON POLICE DEPARTMENT. (MARTIN, LUMUMBA)**

REGULAR AGENDA

- 8. CLAIMS (MALEMBEKA, LUMUMBA)**
- 9. PAYROLL (MALEMBEKA, LUMUMBA)**
- 10. ORDER CONFIRMING THE MAYOR'S NOMINATION OF RICA LEWIS-PAYTON TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD. (LUMUMBA)**
- 11. ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ANGELA CARSON D/B/A CARSON CONSULTING SERVICES, LLC TO SERVE AS PROJECT MANAGER FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD). (WRIGHT, LUMUMBA)**
- 12. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH DENNIS BONDS TO SECURE HIS PERFORMANCE DURING THE COMMUNITY ARTS FESTIVAL ON OCTOBER 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE HUNDRED DOLLARS. (WRIGHT, LUMUMBA)**
- 13. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH LYNDIA MICHELLE BRASSFIELD TO SECURE HER PERFORMANCE DURING THE COMMUNITY ARTS FESTIVAL ON OCTOBER 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND SEVENTY-FIVE DOLLARS. (WRIGHT, LUMUMBA)**
- 14. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH THE EXPERIENCE PRO SOUND & LIGHTING TO PROVIDE DJ SERVICES DURING THE COMMUNITY ARTS FESTIVAL ON OCTOBER 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND AND THREE HUNDRED DOLLARS. (WRIGHT, LUMUMBA)**
- 15. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS DURING THE COMMUNITY ARTS FESTIVAL ON OCTOBER 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND ONE HUNDRED AND FORTY-THREE DOLLARS AND EIGHTY-THREE CENTS (\$1,143.83) TO WE MARQUEE, LLC. (WRIGHT, LUMUMBA)**
- 16. ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF ACCOUNTING CLERK I FROM 11 TO 18; ACCOUNTING CLERK II FROM 13 TO 20; ACCOUNTING TECHNICIAN FROM 17 TO 19; ACCOUNTANT I FROM 20 TO 22; ACCOUNTANT II FROM 21 TO 24; MAIL CLERK FROM 10 TO 13; BUYER FROM 17**

- TO 18; SENIOR BUYER FROM 19 TO 21; BUDGET ANALYST I FROM 20 TO 22; BUDGET ANALYST II FROM 21 TO 24; SENIOR BUDGET ANALYST FROM 23 TO 25; PAYROLL BENEFITS TECHNICIAN FROM 18 TO 19 FINANCE SUPERVISOR FROM 24 TO 25; ASSISTANT FINANCE MANAGER FROM 25 TO 30; FINANCE MANAGER FROM 29 TO 31; PURCHASING MANAGER FROM 26 TO 29. (MARTIN, LUMUMBA)
17. ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF BUILDING MAINTENANCE WORKER FROM RANGE 10 TO 17; ELECTRICIAN FROM RANGE 17 TO RANGE 23; GENERAL CRAFT APPRENTICE FROM RANGE 13 TO RANGE 17; MARKINGS TECHNICIAN FROM RANGE 12 TO RANGE 17; SIGN TECHNICIAN FROM RANGE 13 TO RANGE 17; MARKINGS SUPERVISOR FROM RANGE 19 TO 24; SIGN SHOP SUPERVISOR FROM RANGE 19 TO RANGE 24; SIGN INSTALLATION SUPERVISOR FROM RANGE 19 TO RANGE 24. (MARTIN, LUMUMBA)
 18. ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF BENEFITS ADMINISTRATOR FROM RANGE 23 TO 27; HUMAN RESOURCES OFFICER FROM RANGE 24 TO 27; BENEFITS TECHNICIAN FROM RANGE 17 TO 19; EQUAL EMPLOYMENT OPPORTUNITY OFFICER FROM RANGE 26 TO 27; HUMAN RESOURCES CLERK FROM RANGE 16 TO 19. (MARTIN, LUMUMBA)
 19. ORDER AMENDING THE AUGUST 30, 2021 ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH COLONIAL MART RETAIL, LLC TO PROVIDE RETAIL AND OFFICE SPACE FOR THE CITY OF JACKSON POLICE DEPARTMENT, PRECINCT 4 TO APPROVE AN ACQUISITION TO REFLECT LBD PROPERTIES LLC, AS THE NEW OWNER AND TO RATIFY AND AUTHORIZE PAYMENT TO LBD PROPERTIES LLC, FOR SERVICES RENDERED. (DAVIS, LUMUMBA)
 20. ORDER AUTHORIZING THE CITY OF JACKSON TO ACCEPT PREMIUM PAY FROM THE STATE OF MISSISSIPPI TO IMPLEMENT HOUSE BILL 1427 TO PROVIDE FUNDS TO ELIGIBLE FIREFIGHTERS AS PREMIUM PAY. (OWENS, LUMUMBA)
 21. ORDER RATIFYING THE ACCEPTANCE OF SERVICES RENDERED FROM MORRIS & MCDANIEL, INC AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF \$5,000.00. (OWENS, LUMUMBA)
 22. ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH PARK GOLF INCORPORATED, AND LIFE ENHANCEMENT AND ACHIEVEMENT PROGRAM DOING BUSINESS AS FIRST TEE- CENTRAL MISSISSIPPI. (HARRIS, LUMUMBA)
 23. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MITCHELL STEWART FOR THE USE AND SPONSORING OF THE JACKSON ZOO PREMISES FOR THE BLUES AT THE ZOO EVENT TO BE HELD ON OCTOBER 1, 2022. (HARRIS, LUMUMBA)
 24. ORDER AUTHORIZING THE CONTRIBUTION OF FUNDS IN THE AMOUNT OF TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$2,500.00) TO VARIOUS ORGANIZATIONS TO ADVERTISE AND PUBLICLY PROMOTE THE JACKSON BICENTENNIAL AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH VARIOUS ORGANIZATIONS RECEIVING SAID FUNDS. (KIDD, LUMUMBA)

25. **ORDER REVISING THE FISCAL YEAR 2021-2022 BUDGET. (KIDD, LUMUMBA)**
26. **AMENDED AND RESTATED RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE CITY, AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK AND/OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) TO RAISE MONEY FOR THE PURPOSE OF REPAIRING, IMPROVING, ADORNING, AND EQUIPPING THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH SAME INCLUDING CONSTRUCTING, IMPROVING, AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS, AND PUBLIC PARKING FACILITIES IN CONNECTION WITH MAKING IMPROVEMENTS TO BOTH THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM ALL PURUSANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME , INCLUDING FUNDING CAPITALIZED INTEREST, IF AVAILABLE AND PAYING THE COSTS OF BORROWING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES. (KIDD, LUMUMBA)**
27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX/OVG 360 TO HOST THE CITY OF JACKSON'S "FUND YOUR FUTURE: GRANTS, LOANS & ACCESS TO CAPITAL" EVENT ON SEPTEMBER 29, 2022. (DOTSON, LUMUMBA)**
28. **ORDER RATIFYING TASK ORDER 2 TO A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH WEI/AJA, LLC FOR CONSENT DECREE PROGRAM MANAGEMENT SERVICES AND AUTHORIZING PAYMENT FOR SERVICES RENDERED AND INVOICED THROUGH JULY 2022. (CITYWIDE) (HILLMAN, LUMUMBA)**
29. **ORDER AUTHORIZING A CONTRACT WITH CSL SERVICES, INC. TO PROVIDE FLOW MONITORING SERVICES FOR THREE YEARS FOR THE WEST BANK INTERCEPTOR FLOW MONITORING PROJECT, CITY PROJECT NO. 13B0500. (ALL WARDS) (HILLMAN, LUMUMBA)**
30. **ORDER RATIFYING TASK ORDER 2A OF A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. FOR CONSENT DECREE MODIFICATION SUPPORT AND ASSOCIATED SERVICES. (CITYWIDE) (HILLMAN, LUMUMBA)**
31. **ORDER ACCEPTING PROPOSAL OF THE HANOVER INSURANCE GROUP TO PROVIDE COMMERCIAL PROPERTY AND BOILER & MACHINERY INSURANCE COVERAGE FOR THE VACANT DILLARD'S PROPERTY OBTAINED BY THE FISHER BROWN BOTTRELL INSURANCE AGENCY FOR THE PERIOD AUGUST 15, 2022 THROUGH AUGUST 15, 2023. (C.MARTIN, LUMUMBA)**

32. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN CARROLL RHODES AND LINDA RHODES V. CITY OF JACKSON, MISSISSIPPI, CAUSE NO.: 21-182, IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT. (C.MARTIN, LUMUMBA)**
33. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**
34. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING A NEW FOOTBALL STADIUM FOR JACKSON STATE UNIVERSITY. (STOKES)**
35. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE IMMEDIATE CLEAN-UP OF THE RECENTLY BURNED SITE AND LONG-STANDING PUBLIC HEALTH HAZARD AT THE INTERSECTION OF PALMYRA STREET AND MONUMENT STREET. (STOKES)**
36. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING TWO HUNDRED FIFTY THOUSAND DOLLARS GRANT TO VISIT JACKSON TO HELP JACKSON BUSINESSES BECAUSE OF THE WATER CRISIS. (STOKES)**
37. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE MAYOR TO CONTINUE AND COMPLETE THE REQUEST FOR PROPOSAL PROCESS TO ALLOW AN OPPORTUNITY FOR A GARBAGE CONTRACT APPROVED BY THE AFFIRMATIVE VOTE OF THE JACKSON CITY COUNCIL (STOKES)**

DISCUSSION

38. **DISCUSSION: DAYCARE CHILDCARE PROGRAM (HARTLEY)**
39. **DISCUSSION: WATER PAYMENT SYSTEM/RECYCLING PLASTIC BOTTLES (HARTLEY)**
40. **DISCUSSION: UPDATE: BAILEY AVENUE BRIDGE; BAILEY AVE. AND MAYES ST. INTERSECTION (STOKES)**
41. **DISCUSSION: BULLYING (STOKES)**
42. **DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)**
43. **DISCUSSION: POTENTIAL LITIGATION (FOOTE)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

OFFICE OF THE ATTORNEY
CITY OF JACKSON
9/27/22

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 30, 2022 FOR THE FOLLOWING CASES:

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22-1220	22-1256	21-1519	22-1221	22-1219	22-1202
22-1412	22-969	22-982			

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

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

WHEREAS, hearings were held on August 30, 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 #22-462: Parcel #633-101** located at **1150 MCDOWELL CIRCLE**: 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: 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.

- 2) **Case #22-569: Parcel #209-155** located at **2717 GLENN STREET**: 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: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

Consent Agenda Agenda No. 5 9.27.2022

- 3) **Case #22-485: Parcel #209-153** located at **2735 GLENN STREET**: After hearing testimony from owner(s) **LISA ROWELL**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded seven days (7) until September 6, 2022 to cure. 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: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

- 4) **Case #22-813: Parcel #208-53** located at **0 GLENN 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 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.

- 5) **Case #21-1374: Parcel #59-35** located at **194 ROOSEVELT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 6) **Case #22-940 Parcel #58-117** located at **163 MILLSAPS 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 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.

- 7) **Case #22-1233: Parcel #60-61** located at **220 ROOSEVELT STREET**: After hearing testimony from owner(s) **VERA MACK**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded ninety days (90) until November 29, 2022 to cure. 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: 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 #21-1993: Parcel #57-40** located at **219 DUNCAN 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 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.

- 9) **Case #21-1994: Parcel #57-43** located at **205 DUNCAN AVENUE**: After hearing testimony from owner(s) **CHARITY ESSEX**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded ninety days (90) until November 29, 2022 to cure. 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: 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.

- 10) **Case #22-1358: Parcel #60-23** located at **233 FAIRBANKS 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: 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 #21-1418: Parcel #59-42** located at **187 ROOSEVELT 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: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

- 12) **Case #22-864: Parcel #60-56** located at **240 ROOSEVELT 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, and clean curbside.

- 13) **Case #21-1403: Parcel #60-55** located at **242 ROOSEVELT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: 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 #21-1401: Parcel #60-62-1** located at **214 ROOSEVELT 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, and clean curbside.

- 15) **Case #21-1995: Parcel #57-44** located at **203 DUNCAN 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 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.

- 16) **Case #22-799: Parcel #51-28** located at **506 TAYLOR 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, and clean curbside.

- 17) **Case #22-191: Parcel #552-126** located at **5644 CONCORD DRIVE** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 1

Scope of Work: 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 #21-745: Parcel #802-27** located at **6444 LYNDON B JOHNSON**: No appearance by owner or an interested party. 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 \$1000.00. Ward 2

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.

- 19) **Case #22-1220: Parcel #405-335** located at **3025 LILLY STREET**: No appearance by owner or an interested party. 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 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.

- 20) **Case #22-1256: Parcel #410-337** located at **3932 MILLER AVENUE**: No appearance by owner or an interested party. 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 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

- 21) **Case #21-1519: Parcel #407-238** located at **1370 WEEKS STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 22) **Case #22-1221: Parcel #405-333** located at **3029 LILLY STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 23) **Case #22-1219: Parcel #405-344** located at **0 LILLY STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 24) **Case #22-1202: Parcel #308-228**: located at **4287 RICHMOND CIRCLE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: 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.

- 25) **Case #22-1412: Parcel #410-33-1**: located at **3631 CROMWELL STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 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.

- 26) **Case #22-969: Parcel #642-416** located at **5515 QUEEN JOSEPHINE LANE**: After hearing testimony from owner(s) **PATRICIA & ALEXANDER LEFLORE JR**, 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 29, 2022 to cure. 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 4

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

27) **Case #22-982: Parcel #642-465:** located at **344 QUEEN MARGARET LANE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 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 _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **08/30/2022**
DATE

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

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 30, 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.

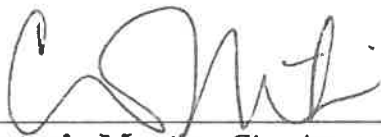
Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD AUGUST 30, 2022 FOR THE FOLLOWING CASES: 22-46 22-569 22-485 22-813 21-1374 22-940 22-1233 21-1993 21-1994 22-1358 21-1418 22-864 21-1403 21-1401 21-1995 22-799 22-191 21-745 22-1220 22-1256 21-1519 22-1221 22-1219 22-1202 22-1412 22-969 22-982** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney S.M.

9/16/22
Date

OFFICE OF THE CITY ATTORNEY
A.C.M.
9/15/22

OFFICE OF THE CITY ATTORNEY
9/27/22
MAYOR

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 PARCELS 190-53 AND 190-54 LOCATED AT 220 W PASCAGOULA AND 226 PASCAGOULA ST - \$49,000.00. CASE #CE-21-222 AND CE-21-224. (WARD 7) (DOTSON, LUMUMBA)

WHEREAS, the City of Jackson owns the properties located at 220 W Pascagoula St and 226 W Pascagoula Street; and

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

WHEREAS, the Community Improvement Division of the Planning and Development Department has solicited bids from vendors to demolish the structure and remedy the conditions on parcels 190-53 and 190-54 located at 220 W Pascagoula St and 226 W Pascagoula St; 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 \$49,000.00; 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 \$49,000.00.

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

Consent Agenda
Agenda No. 6
9.27.2022

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

SOCRATES GARRETT ENTERPRISES, INC.

Chokwe A. Lumumba, Mayor

200 S. President Street

Post Office Box 17

Jackson, Mississippi 39205-0017

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 Cases CE-21-222 and CE-21-224 located at 220 West Pascagoula Street and 226 West Pascagoula Street, Parcels 190-53 and 190-54, for an amount not to exceed \$49,000.00.

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

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

DATE

P O I N T S

C O M M E N T S

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

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A 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 PARCELS 190-53 AND 190-54 LOCATED AT 220 W PASCAGOULA ST AND 226 W PASAGOULA ST. CASES #CE-21-222 AND CE-21-224.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	2. Crime Prevention 4. Neighborhood Enhancement 5. Economic Development 7. Quality of Life
3.	Who will be affected	All City of Jackson residents.
4.	Benefits	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.	Schedule (beginning date)	To be determined pending execution of contract.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7 (Downtown)
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$49,000.00
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	001-444-70-6446

10.	EBO participation	ABE _____ %	WAIVER	yes _____	no _____	N/A _____
		AABE _____ %	WAIVER	yes _____	no _____	N/A _____
		WBE _____ %	WAIVER	yes _____	no _____	N/A _____
		HBE _____ %	WAIVER	yes _____	no _____	N/A _____
		NABE _____ %	WAIVER	yes _____	no _____	N/A _____



Memo

To: Chokwe Lumumba, Mayor

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

Date: 9/1/22

Re: Agenda Item

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 parcels 190-53 and 190-54 located at 220 W Pascagoula St and 226 W Pascagoula St 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 cases #CE-21-222 and CE-21-224.

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

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 190-53 AND 190-54 LOCATED AT 220 W. PASCAGOULA AND 226 PASCAGOULA ST.- \$49,000.00. CASE #CE-21-222 AND CE-21-224 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

9/8/22
Date

ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS CRIME ANALYST; POLICE TECHNICIAN FOR THE JACKSON POLICE DEPARTMENT

WHEREAS, the Jackson Police Department requested that the Department of Human Resources conduct a job analysis to create the classification, salary and job description of: Crime Analyst and Police Technician that is tailored to the Jackson Police Department; and

WHEREAS, the creation of these classifications is necessary to analyzing crime data and statistics; and monitoring, interpreting and reporting criminal activity; and

WHEREAS, the tasks performed by the **Crime Analyst** will be to research methods and techniques to identify and analyze raw information for the purpose of substantiating criminal patterns and/or trends and predictive analysis and **Police Technician** will be monitoring video cameras to detect criminal or suspicious activity, identify real life threats, and relaying information to police officers; and

WHEREAS, inquires, for the classifications of Crime Analyst and Police Technician that are specific to Jackson Police Department, were submitted to the following Southeastern cities; New Orleans, Louisiana, Baton Rouge, Louisiana and Little Rock, Arkansas; and

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the position equivalent of the **Crime Analyst** was within the range of \$59,885.00-\$76,109.00 and **Police Technician** was within the range of \$35,673.00-\$41,299.00; and

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

WHEREAS, it is recommended that the job classifications: **Crime Analyst** be added as a pay range 27 with annual compensation being between \$43,678.69-\$52,738.24 and **Police Technician** be added as a pay range 22 with annual compensation being between \$34,698.44-\$41,797.64; and

WHEREAS, the Jackson Police Department has informed the Department of Human Resources that they have the monies in their budget to cover the recommended positions that will be added to the compensation plan; and

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the **Crime Analyst** classification as a pay range of 27 with annual compensation being between \$43,678.69-\$52,738.24 and to add the **Police Technician** classification as a pay range of 22 with annual compensation being between \$34,698.44-\$41,797.64 to be effective immediately.

Introduction of Ordinance Agenda No. 7 9.27.2022 (Martin, Lumumba)

Office of the City Attorney

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

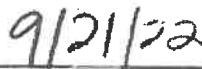
OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS CRIME ANALYST; POLICE TECHNICIAN FOR THE JACKSON POLICE DEPARTMENT** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney



Date

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Toya Martin, Director
Department of Human Resources

DATE: September 16, 2022

RE: **ORDINANCE AMENDING THE CITY OF JACKSON
CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB
CLASSIFICATIONS CRIME ANALYST; POLICE TECHNICIAN FOR
THE JACKSON POLICE DEPARTMENT**

James, Davis, Police Chief, requested that the Department of Human Resources conduct a *job analysis* for the creation of classifications of Crime Analyst and Police Technician.

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

Scope: The Southeastern Cities surveyed were: Little Rock, Arkansas, Baton Rouge Louisiana and New Orleans, Louisiana.

In an effort for the City to recruit the experience needed and compete with other jurisdictions, we are requesting that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the **Crime Analyst** classification as a pay range of 27 with annual compensation being between \$43,678.69-\$52,738.24 and to add the **Police Technician** classification as a pay range of 22 with annual compensation being between \$34,698.44-\$41,797.64 to be effective immediately.

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

/tm

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET September 27, 2022
 DATE

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

OFFICE OF THE CITY ATTORNEY

ORDER CONFIRMING THE MAYOR'S NOMINATION OF RICA LEWIS-PAYTON TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD

WHEREAS, the Jackson Municipal Airport Authority Board consists of five (5) members nominated by the Mayor for a term of five (5) years; and

WHEREAS, LaWanda Harris' term expired September 26, 2020; and

WHEREAS, Rica Lewis-Payton, resident of Ward 7, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS THEREFORE ORDERED that the Mayor's nomination of Rica Lewis-Payton to the Jackson Municipal Airport Authority Board be confirmed with said term to expire September 26, 2025.

Agenda No. 10
9.27.2022
(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

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S NOMINATION OF RICA LEWIS-PAYTON TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD**, is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin
City Attorney

9/22/22

DATE



Rica Lewis-Payton, MHA, LFACHE

Ms. Lewis-Payton is an accomplished healthcare executive with almost 40 years of varied experience. Her humble beginnings in Birmingham, Alabama shaped a life-long commitment to ensuring quality healthcare services are available to vulnerable populations. This commitment led to a career in public service in some of the most challenging environments, including 30 years in the Department of Veterans Affairs and almost four years as Mississippi Medicaid Commissioner.

Because of her proven track record in identifying talent, developing leaders and building strong leadership teams; Rica was asked to establish a leadership talent institute for VHA. She was the first director of VHA's Healthcare Leadership Talent Institute (HLTI) and served in this capacity from April 2015 until her retirement in February 2016. In addition to aligning leader development programs for over a 150 medical centers across the country, she established a common framework for creating a steady pipeline of capable leaders to assume executive roles. For 30 years, Rica had the great honor of leading in the Department of Veterans Affairs and ensuring quality healthcare services for men and women that took an oath to protect the freedoms we all enjoy. She was known for her unrelenting drive and pursuit of perfection in providing the healthcare services Veterans needed, deserved, and were entitled to receive. As COO (2004 – 2008), and later CEO (2012-2015), of a large geographic region that included all or parts of eight (8) southern states, a \$4 billion budget, and over 20,000 employees; she was instrumental in rebuilding the Veterans healthcare system in New Orleans and lobbying Congress to secure funding to construct a new VA hospital.

One of the high points of her career was returning to her hometown of Birmingham and serving as CEO of the VA Medical Center from 2008-2012, the first female and African American in this role. With its academic affiliate, University of Alabama at Birmingham (UAB), the VA Medical Center in Birmingham is one of the most complex in the VA system. Her outstanding leadership resulted in the Medical Center being recognized among the top 10 in quality and operational performance among VA facilities nationwide.

Because of her executive level experience in the Office of the Dean and Vice Chancellor of Health Affairs at the University of Mississippi Medical Center and two VA teaching hospitals in Jackson, MS and Birmingham, Rica was appointed to AAMC's Council on Teaching Hospitals and Health Systems (COTH) and served from 2011-2015. In 2012 Rica received the Presidential Rank award, the highest recognition for a member of the federal government's Senior Executive Corps (SES) for "sustained extraordinary accomplishment".

Rica was appointed as the first African American female State Medicaid Commissioner with responsibility for a \$3 billion budget, twenty-five (25) offices across the state, and ensuring health care services for 25% of the state's population. During a period when the average tenure of a State Medicaid Commissioner was 18 months, Ms. Lewis-Payton served for almost four years (July 2000 until January 2004). In a highly charged political environment, she successfully increased Medicaid coverage from 256,000 enrollees to 369,000, a 44% increase. Most of the increase resulted from her efforts in eliminating barriers and expanding the Children's Health Insurance Program (CHIP).

Since retiring from VA in February 2016, she has devoted her time to developing others through executive coaching, providing leadership training, serving in Interim CEO positions, providing operational consulting to organizations providing health services in underserved communities, and serving on Boards. Rica has two adult children and lives in Jackson, MS.

RICA Lewis-Payton, MHA, LFACHE

10 Fondren Green Circle

Jackson, MS 39216

(601) 238-0905

ripay1488@gmail.com

<http://www.linkedin.com/in/rica-lewis-payton-b75501134>

DETAILED EMPLOYMENT HISTORY:

2021 – Present	High Reliability Organization (HRO) Leadership Coach, Cognosante, LLC, Falls Church, VA
2020 – Present	Operations Consultant, Community Health Center Association of Mississippi (CHCAMS), Jackson, MS
01/2019 – 10/1019	Interim President, Sts. Mary and Elizabeth Hospital, Catholic Health Initiatives, Louisville, KY
2016 – Present	Independent Consultant, Madison, MS
04/2015 – 02/2016	Director, VHA Healthcare Leadership Talent Institute, Office of Workforce Services, Washington, DC
2012 – 2015	Network Director, South Central VA Health Care Network, Veterans Integrated Service Network (VISN) 16, Jackson, MS
2008 – 2012	Medical Center Director (Chief Executive Officer), Birmingham VA Medical Center, Birmingham, AL
2004 – 2008	Deputy Network Director (Chief Operating Officer), Veterans Integrated Service Network (VISN) 16 Department of Veterans Affairs, Jackson, MS
01/2004 – 09/2004	Special Assistant to the Vice Chancellor/Dean of the Medical School, University of Mississippi Medical Center, Jackson, MS
2000 – 2004	Medicaid Commissioner, State of Mississippi, Jackson, MS
1993 – 2000	Executive to the Chief of Staff, G. V. (Sonny) Montgomery VA Medical Center Department of Veterans Affairs, Jackson, MS
1992 – 1993	Quality Management Accreditation Consultant, Southern Region Department of Veterans Affairs, Jackson, MS
1984 – 1992	Director of Quality Management, G. V. (Sonny) Montgomery VA Medical Center Department of Veterans Affairs, Jackson, MS
1983 - 1984	Health System Specialist Trainee, G. V. (Sonny) Montgomery VA Medical Center Department of Veterans Affairs, Jackson, MS
1982 - 1983	Administrative Resident, Birmingham VA Medical Center Department of Veterans Affairs, Birmingham AL

BOARD SERVICE

Board of Directors, Women's Foundation of the South (WFS) (2022 – Present)

Board of Directors, Talladega College (2017- Present)

Board of Directors, Center of Excellence in Minority Health, Jackson State University (2012 - Present)

Board of Directors, United Way of Central Alabama (2011-2012)

Board of Directors, Operation New Birmingham (2008 - 2011)

Board of Directors, Mississippi Baptist Healthcare System (2008)

Board of Directors, Community Foundation of Greater Jackson (1993-1997, 2005)

Board of Directors, Operation Shoestring (2005)

Board of Directors, Southern Christian Services for Children and Youth, Inc. (2005)

Board of Directors, Leadership Jackson (2001-2003)

Board of Directors, Jackson 2000 (1998-2000)

Board of Directors, Mississippi Children's Museum (1998-2003)

Board of Directors, Mississippi Blood Services (1997-2001)

EDUCATION:

- 1983 Master of Science in Hospital and Health Administration, University of Alabama at Birmingham (UAB), Birmingham, Alabama
1981 Bachelor of Science in Economics, Talladega College, Talladega, AL

PROFESSIONAL CERTIFICATIONS:

- Certified Healthcare Executive (CHE)
Life Fellow, American College of Healthcare Executives (LFACTHE)

AWARDS AND HONORS:

- Remarkable Woman, WJTV (CBS Jackson, MS affiliate), 2021
Kappa Alpha Psi Fraternity, Inc., Jackson Alumnae Chapter Sponsorship Award, 2021
Stars of Magnitude Honoree, Talladega College Alumni Association, 2017
Secretary of Veterans Affairs, Distinguished Career Award, 2016
Presidential Rank Award, 2012
Fab 40 Outstanding Alumni, UAB - School of Health Professions, 2009
50 Leading Business Women, State of Mississippi, 2006
Distinguished Woman, Greater Jackson Chapter of Girl Scouts, 2005
Toll Fellow, Council of State Governments, 2003
Harriet Tubman Award, Magnolia Bar Association, 2003
Outstanding Leadership, Mississippi Primary Care Association, 2001
Outstanding Leadership, Mississippi Medical and Surgical Association, 2001
Leadership VA, Department of Veterans Affairs, 1995
Leadership Jackson, 1992

PROFESSIONAL MEMBERSHIPS AND COMMUNITY INVOLVEMENT:

- Life Fellow, American College of Healthcare Executives
Member, National Association of Health Services Executives
President, LeFleur's Bluff Chapter of The Links, Incorporated (2018-2020, Member since 1991)
Chief Executive Officer Committee, American College of Healthcare Executives (ACHE), 2009-2012
National Leadership Council, Veterans Health Administration (2012-2015)
Council of Teaching Hospitals (COTH) Administrative Board (2011-2015)
Community Advisory Board, St. Dominic Health Services (2005-2008)
Life Member, Alpha Kappa Alpha Sorority, Incorporated (2003-Present, Member since 1978)
Life Member, Jack and Jill of America (2021-Present, 2003)

OFFICE OF THE CITY ATTORNEY
9/27/22

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ANGELA CARSON D/B/A CARSON CONSULTING SERVICES, LLC TO SERVE AS PROJECT MANAGER 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 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, the Office of the Chief Administrative recommends that the Jackson City Council authorize the Mayor to enter into an agreement with Carson Consulting Services, LLC to allow Angela Carson to serve as Project Manager from September 23, 2022, through September 23, 2023; and

WHEREAS, Ms. Angela Carson (doing business as “Carson Consulting Services LLC”) will, as a consultant under the EPHD project, finalize the implementation plan with the City of Jackson staff, engage business and workforce leaders for the *Pathways* initiative, engage community-based organizations and postsecondary education providers (community partners collectively) for the *Pathways* initiative, develop a procurement process to select community partners to participate in the *Pathways* initiative, serve as project manager for the *Pathways* initiative, engage key local stakeholders in the STEAM/creative economy for the COJ incubator project, and develop a feasibility plan for the COJ incubator project; and

WHEREAS, the City of Jackson will compensate Ms. Carson for her services as an independent contractor in an amount not to exceed \$40,000.00 over the term of the EPHD grant project – September 23, 2022, through September 23, 2023; and

WHEREAS, the proposed contract contains the following provisions:

Term: This Agreement commences upon execution and shall continue uninterrupted until September 23, 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 the Consultant

Agenda No. 11
9.27.2022
(Wright, Lumumba)

pursuant to this Agreement, the City of Jackson agrees to compensate the Consultant, as a Project Manager, for the grant period of September 23, 2022, through September 23, 2023. The COJ agrees to compensate the Consultant in an amount not to exceed Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$3,333.33) a month for twelve (12) months totaling an amount not to exceed Forty Thousand Dollars and No Cents (\$40,000.00). The Consultant must submit an invoice to the COJ for payment. 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 Consultant: The parties agree that the legal relationship between Consultant and COJ is strictly an independent Consultant relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership, or Employer-Consultant 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.

Approval: It is understood that this Agreement requires approval by Jackson City Council, and if not approved by the Jackson City Council, it is void, and no payment shall be made hereunder.

Availability of Funds: It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of 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 City of Jackson to provide funds or of the City Council 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 City of Jackson, the City shall have the right upon ten (10) working days written notice to the Consultant to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

Non-Assignment and Subcontracting: The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Consultant named herein. Said Consultant understands and agrees that it shall not assign, transfer, delegate, or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.

Non-Waiver of Breach: No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

Public Records: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

Representation Regarding Contingent Fees and Gratuities: The Consultant represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Consultant represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

Severability: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Confidentiality and Treatment of Information: The consultant agrees that she 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. Consultant 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.

Governance: This agreement shall be governed by the laws of the State of Mississippi. This agreement may be modified or amended only if the amendment is made in writing and signed by both parties. If any provision of this agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the agreement is invalid or unenforceable, but that by limiting such provisions shall be deemed to be written, construed and enforced as so limited. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the agreement. Any disputes will be presented to a court of competent jurisdiction in Hinds County, MS. In the event of a dispute regarding this agreement, the parties shall first attempt to mediate the issue with a mutually agreed mediator. If that is not successful, the dispute shall be arbitrated with a mutually agreed arbitrator.

Entire Agreement: This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

IT IS THEREFORE ORDERED that the Mayor is authorized to enter into an agreement with Angela Carson for consultant services provided herein.

IT IS FURTHER ORDERED that Angela Carson will be compensated in an amount not to exceed \$40,000.00 from September 23, 2022, through September 23, 2023, upon submission of an invoice to the City of Jackson for payment.

MEMORANDUM



TO: Mayor Chokwe Lumumba

FROM: Louis Wright, City Administrative Officer

DATE: September 1, 2022

RE: ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ANGELA CARSON TO SERVE AS PROJECT MANAGER FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)

The agenda item which accompanies this memo requests that the City Council authorize the agreement with Ms. Angela Carson d/b/a Carson Consulting Services LLC to serve as the Project Manager to finalize the implementation plan with the City of Jackson staff, engage business and workforce leaders for the *Pathways* initiative, engage community-based organizations and postsecondary education providers (community partners collectively) for the *Pathways* initiative, develop a procurement process to select community partners to participate in the *Pathways* initiative, serve as project manager for the *Pathways* initiative, engage key local stakeholders in the STEAM/creative economy for the COJ incubator project, and develop a feasibility plan for the COJ incubator project. The City of Jackson will compensate Ms. Carson \$40,000.00 for the period September 23, 2022 – September 23, 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*.

**Carson Consulting Services, LLC, Consultant Engagement,
Non-Solicitation and Confidentiality Agreement
With the City of Jackson**

Consultant/Consultant: Angela Carson, d/b/a Carson Consulting Services, LLC

Client: City of Jackson, Jackson, Mississippi (“COJ”)

Consultant’s Position Title: Project Manager

Email Address: acarsonpga@gmail.com

Phone Number: 601-955-1132

Funding Source: W.K. Kellogg-funded project: Economic Pathways to Human Dignity. Building Occupational Opportunities and Economic Growth through a Framework of Equity and Inclusion

Supervising Officer: Yika Hoover, Interim Deputy Director, Planning and Development, City of Jackson

Scope of Work: Angela Carson will provide the following related services:

Services for Pathways Workforce Development Strand Efforts

September 2022 – November 2022

1. Finalize implementation plan with City of Jackson staff, including:
 - a. Confirming the outcomes to be achieved.
 - b. Confirming key program elements that will drive implementation tasks.
 - c. Identifying next steps.
2. Engage business and workforce leaders to:
 - a. Gather intelligence to inform a narrowed focus on specific middle-skill and high-skill sectors and/or occupations currently in demand.
 - b. Identify opportunities for ongoing participation in the *Pathways* initiative.
3. Collaborate with the selected evaluator (Creative Research Solutions) about the evaluation design and implementation to explore the three goals in the Pathways initiative (stated above) that are the focus of this scope of work.
4. Engage community-based organizations and postsecondary education providers (community partners collectively) in the city/region to:
 - a. Frame the Pathways initiative as the City’s new economic mobility effort.
 - b. Gather on-the-ground insights into the current challenges and systems barriers encountered by adult learners in Jackson.
 - c. Discuss the COJ’s procurement process to engage community partners in this work.

5. In accord with existing COJ procurement policies and practices, develop a procurement process to select community partners to participate in the Pathways initiative, including:
 - a. Confirm the required services to be implemented, the outcomes to be achieved, and other grantee requirements for community partners in this work.
 - b. Developing a Request for Application/Proposals.
 - c. Planning and supporting/facilitating a Bidders Conference for prospective respondents.
 - d. Developing a review and selection process.
 - e. Supporting the COJ contracting process with selected community partners as needed.

6. Develop an implementation management process that includes:
 - a. A launch meeting with the selected community partners as they begin implementation.
 - b. Regular communications and monitoring of community partner progress, including the development of a dashboard of Key Performance Indicators and a timeline for key deliverables/benchmarks.
 - c. Building the capacity of community partners to design and implement programs that support adult learner success.
 - i. (Note: This might include the engagement of national thought leaders, which would be in addition to the costs proposed for this scope of services.)
 - d. Ongoing strategies to link learning to work, including maintaining strong employer engagement throughout the process.

November 2022 – September 2023

7. Consult with the City of Jackson staff on opportunities to link the work on these two goals with any other components of the Pathways initiative.
8. Serve as project manager for the Pathways initiative, including scheduling regular meetings with City of Jackson staff and other implementation partners related to progress on this scope of services and the broader Pathways initiative.
9. Support project implementation as outlined in the implementation plan.
10. Assist in end-of-project information collection and support report writing as needed.

Services for “Creativerpreneur” Incubator Strand Efforts

November 2022 – September 2023

1. Work with David Bickham and Dr. Gloria Mwase, COJ Strategic Advisors, to research effective models for STEAM/creative economy incubator projects that can inform planning for the City of Jackson pilot project.
2. Engage key local stakeholders in the STEAM/creative economy to identify existing incubator-like resources and discuss how a COJ incubator project can support their entrepreneurship and talent development efforts.
3. Develop a feasibility plan for how the COJ incubator project can be implemented and outcomes to be achieved, including a staffing plan to manage this component of the pathways initiative.

4. Work with COJ to implement the incubator project, including onboarding staffing and CBOs to manage this component.

Term: This Agreement commences upon execution and shall continue uninterrupted until September 23, 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 the Consultant pursuant to this Agreement, the City of Jackson agrees to compensate the Consultant, as a Project Manager, for the grant period of September 23, 2022, and September 23, 2023. The COJ agrees to compensate the Consultant in an amount not to exceed Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$3,333.33) a month for twelve (12) months totaling an amount not to exceed Forty Thousand Dollars and No Cents (\$40,000.00). The Consultant must submit an invoice to the COJ for payment. 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 Consultant: The parties agree that the legal relationship between Consultant and COJ is strictly an independent Consultant relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership, or Employer-Consultant 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.

Approval: It is understood that this Agreement requires approval by Jackson City Council and if not approved by the Jackson City Council, it is void, and no payment shall be made hereunder.

Availability of Funds: It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of 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 City of Jackson to provide funds or of the City Council 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 City of Jackson, the City shall have the right upon ten (10) working days written notice to the Consultant to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

Non-Assignment and Subcontracting: The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Consultant named herein. Said Consultant understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.

Non-Waiver of Breach: No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

Public Records: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

Representation Regarding Contingent Fees and Gratuities: The Consultant represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Consultant represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

Severability: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Confidentiality and Treatment of Information: Consultant agrees that she 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. Consultant 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.

Governance: This agreement shall be governed by the laws of the State of Mississippi. This agreement may be modified or amended only if the amendment is made in writing and signed by both parties. If any provision of this agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the agreement is invalid or unenforceable, but that by limiting such provisions shall be deemed to be written, construed and enforced as so limited. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the agreement. Any disputes will be presented to a court of competent jurisdiction in Hinds County, MS. In the event of a dispute regarding this agreement, the parties shall first attempt to mediate the issue with a mutually agreed mediator. If that is not successful, the dispute shall be arbitrated with a mutually agreed arbitrator.

Entire Agreement: This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective upon execution by the parties.

VENDOR' S SIGNATURE

Title_____

THE CITY OF JACKSON

By:_____

Lumumba, Mayor_____

Date attested:_____

Attested By:_____
City Clerk

Business Services

Home (https://www.sos.ms.gov/business-services/regulation)	Business Search (https://corp.sos.ms.gov/corp/portal/c/page/corp/businessidsearch/portal.aspx)
Business Filings (https://corp.sos.ms.gov/corp/portal/c/page/corp/newfilings/portal.aspx)	Commercial Registered Agents (https://corp.sos.ms.gov/corp/portal/c/page/corp/registerdelegat/portal.aspx)
User Login (https://corp.sos.ms.gov/corp/portal/c/page/corp/login/portal.aspx)	Filing Fees (https://www.sos.ms.gov/connkt/documents/Business/FeeSchedule.pdf)

Business Search

Business Name	Business ID	Officer Name	Registered Agent
Search Criteria			
CARSON CONSULTING SERVICES, LLC			
<input checked="" type="radio"/> Starting With <input type="radio"/> All Words <input type="radio"/> Any Words <input checked="" type="radio"/> Exact Match <input type="radio"/> Exact Match			
View Filed Documents (#) Opt-in or Opt-out of Email updates (#) Print Business Details			
Business Name: <input type="text" value="Carson Consulting Services, LLC"/> <input type="button" value="Search"/>			
Search Type: Business Name	Name History	Search Sub-Type: Starting With	
Search Date: 09/13/2022 11:44	Name	Search Thru Date: 09/11/2022	Name Type
Criteria: Carson Consulting Services, LLC	CARSON CONSULTING SERVICES, LLC	Result(s) Count: 1	Legal

Business Name Search Results

Business Name (#)	Business ID (#)	Business Type	Effective Date	State of Incorporation	Principal Office (City, State)	Create Date (#)	Details (#)
CARSON CONSULTING SERVICES, LLC	712764	Limited Liability Company	02/07/2002	Mississippi	348 Yarnfield Road Canton, MS 39046	02/07/2002	Details (#)

IT'S ALL ABOUT BUSINESS, Y'ALL!

Angela X. Carmon
P.O. BOX 2383
RIDGELAND, MS 39158

Registered Agent
Name: ANGELA X. CARMON (portal.aspx?assembly=agent&assemblyname=ANGELA CARMON)
348 Yarnfield Road
Canton, MS 39046



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[Employment \(https://www.sos.ms.gov/contact-us/employment-opportunities\)](https://www.sos.ms.gov/contact-us/employment-opportunities) | [Online Services Directory \(https://www.sos.ms.gov/online-services-directory\)](https://www.sos.ms.gov/online-services-directory) | [Fees & Forms Directory \(https://www.sos.ms.gov/business-services/fee-forms-directory\)](https://www.sos.ms.gov/business-services/fee-forms-directory)

[32 County Tour \(https://www.sos.ms.gov/32-county-tour\)](https://www.sos.ms.gov/32-county-tour) | [How Do I...? \(https://www.sos.ms.gov/how-to-1\)](https://www.sos.ms.gov/how-to-1) | [Links \(https://www.sos.ms.gov/links\)](https://www.sos.ms.gov/links) | [Disclaimer \(https://www.sos.ms.gov/disclaimer\)](https://www.sos.ms.gov/disclaimer)

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[YouTube \(https://www.youtube.com/channel/UCF192FEfjC4fjWXjuV_dlg\)](https://www.youtube.com/channel/UCF192FEfjC4fjWXjuV_dlg)

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.

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.

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.

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 ANGELA CARSON D/B/A CARSON CONSULTING SERVICES, LLC TO SERVE AS PROJECT MANAGER 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 9/16/22

9/21/22
/Date

OFFICE OF THE CITY CLERK
A.M. 9/16/22

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH DENNIS BONDS TO SECURE HIS PERFORMANCE DURING THE COMMUNITY ARTS FESTIVAL ON OCTOBER 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE HUNDRED DOLLARS.

WHEREAS, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

WHEREAS, the City of Jackson will host the Community Arts Festival at the Mississippi Museum of Art on October 16, 2022, from 5 p.m. to 9 p.m.; and

WHEREAS, the Community Arts Festival is a one-day festival purposed to highlight the City of Jackson's creative economic sector and to showcase opportunities within the City of Jackson; and

WHEREAS, the Chief Administrative Office recommends that the City of Jackson execute an agreement with Dennis Bonds where Mr. Bonds will conduct a solo musical performance for a total of 2.5 hours at the Mississippi Museum of Art on Sunday, October 16, 2022, during the Community Arts Festival; and

WHEREAS, the Chief Administrative Office recommends that the City of Jackson executes an agreement with We Marquee, LLC that will contain the following provisions:

1. **SCOPE OF SERVICES:** The Contractor will provide a 2.5-hour solo musical performance, as described services, to the City during the 2022 Community Arts Festival on Sunday, October 16, 2022, at the Mississippi Museum of Art.
2. **CONTRACT TERM:** The period of performance of services under this Contract shall be for one day, October 16, 2022.
3. **COST OF SERVICES:** As consideration for the performance of services of this Contract, the Contractor shall be paid a fee not to exceed \$100.00 in accordance with the terms of this Contract. It is agreed that in no event shall the total compensation paid to Contractor exceed the specified amount in this paragraph.
4. **APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.

Agenda No. 12
9.27.2022
(Wright, Lumumba)

5. **APPROVAL:** It is understood that if this Agreement requires approval by Jackson City Council and if not approved by the Jackson City Council, it is void, and no payment shall be made hereunder.
6. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of 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 City of Jackson to provide funds or of the City Council 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 City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
7. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.
8. **MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.
9. **NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.
10. **NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.
11. **PUBLIC RECORDS:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.
12. **REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:** The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and

promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

13. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

14. **TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any services completed satisfactorily before date of termination.

15. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

WHEREAS, advertising and bidding requirements do not apply to a personal service contract under section 31-7-13 of the Mississippi Code of 1972, as amended; and

WHEREAS, the total cost to the City of Jackson for all services rendered will not exceed \$100 and will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity* grant project; and

WHEREAS, the City of Jackson is authorized to utilize grant funds solely for the project's purpose, including expenses related to contractual services that are directly tracked to the grant.

IT IS HERBY ORDERED that the Mayor is authorized to enter into an agreement with Dennis Bonds to provide a solo musical performance for a total of 2.5-hour at the Mississippi Museum of Art on Sunday, October 16, 2022, during the Community Arts Festival and authorize payment in an amount not to exceed One Hundred Dollars and No Cents (\$100.00), to highlight the City of Jackson's Creativity sector and to showcase opportunities within the City of Jackson.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH DENNIS BONDS TO SECURE HIS PERFORMANCE DURING THE COMMUNITY ARTS FESTIVAL OCTOBER 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE HUNDRED DOLLARS is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

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

9/21/22

Date

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 1, 2022

POINTS		COMMENTS							
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH DENNIS BONDS TO SECURE HIS PERFORMANCE DURING THE COMMUNITY ARTS FESTIVAL OCTOBER 16, 2022							
2.	Purpose	1.To provide solo musical performances for a total of 2.5 hours 2. To showcase the Creativity sector of the TECH JXN 2021 Conference and Festival							
3.	Who will be affected	City of Jackson							
4.	Benefits	Economic Development; Opportunities for citizens, businesses, visitors, prospective investors to observe the vibrant city that Jackson is.							
5.	Schedule (beginning date)	Upon Approval							
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Citywide							
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	CAO							
8.	COST	\$100.00							
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	W.K.Kellogg Foundation Grant number PO131760							
10.	EBO participation	ABE	_____ %	WAIVER	yes	no	_____	N/A	<u> X </u>
		AABE	_____ %	WAIVER	yes	no	_____	N/A	<u> X </u>
		WBE	_____ %	WAIVER	yes	no	_____	N/A	<u> X </u>
		HBE	_____ %	WAIVER	yes	no	_____	N/A	<u> X </u>
		NABE	_____ %	WAIVER	yes	no	_____	N/A	<u> X </u>

City Administrative Office

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

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Louis Wright, City Administrative Officer

Date: September 1, 2022

Subject: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH DENNIS BONDS TO SECURE HIS PERFORMANCE DURING THE COMMUNITY ARTS FESTIVAL OCTOBER 16, 2022**

The attached agenda item which accompanies this memo requests that the City Council authorize the agreement with Dennis Bonds to provide solo musical performances for a total of 2.5 hours at the Mississippi Museum of Art on Sunday, October 16, 2022 during the Community Arts Festival. The Community Arts Festival is a one-day festival at the Mississippi Museum of Art on October 16, 2022, purposed to highlight the City of Jackson's Creativity economic sector and to showcase opportunities within the City of Jackson. Dennis Bonds will be paid a total of \$100, and the funds will come be paid from the *W.K. Kellogg Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.

PROFESSIONAL ENTERTAINMENT AGREEMENT

This Professional Service Contract ("Contract") is made by and between the CITY OF JACKSON ("City") and Dennis J. Bonds ("Contractor") upon the following terms and conditions, to-wit:

1. **SCOPE OF SERVICES:** The Contractor will provide a 2.5-hour solo musical performance, as described services, to the City during the 2022 Community Arts Festival on Sunday, October 16, 2022, at the Mississippi Museum of Art.
2. **CONTRACT TERM:** The period of performance of services under this Contract shall be for one day, October 16, 2022.
3. **COST OF SERVICES:** As consideration for the performance of services of this Contract, the Contractor shall be paid a fee not to exceed \$100.00 in accordance with the terms of this Contract. It is agreed that in no event shall the total compensation paid to Contractor exceed the specified amount in this paragraph.
4. **APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.
5. **APPROVAL:** It is understood that if this Agreement requires approval by Jackson City Council and if not approved by the Jackson City Council, it is void, and no payment shall be made hereunder.
6. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of 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 City of Jackson to provide funds or of the City Council 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 City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

7. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.
8. **MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.
9. **NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.
10. **NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.
11. **PUBLIC RECORDS:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.
12. **REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:** The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.
13. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

14. **TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any services completed satisfactorily before date of termination.

15. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective upon execution by the parties.

THE CITY OF JACKSON

VENDOR'S SIGNATURE

Title _____

Date attested: _____

By: _____

Lumumba, Mayor

Attested By: _____

City Clerk



Where soulful sound meets superior service!

INVOICE

8/31/2022

Dennis J. Bonds
1925 Flowers Drive
Jackson, MS 39204
Phone 769-234-7290
weddingmusicpros@gmail.com

TO City of Jackson, MS.
c/o Tangayika Hoover
Re: Community Arts
Festival

Contractor	Job	Payment Terms	Due Date
D. Bonds	Musical Performance	Due upon arrival at venue	10/16/2022

Unit Qty	Description	Unit Price (per 1)	Line Total
2 services	Solo Musical Performance by Dennis J. Bonds	\$100	\$100.00
Subtotal			\$100.00
Tax			\$0.00
Total			\$100.00

Thank you for your business!



One Michigan Avenue East
 Battle Creek, MI 49017-4012
 MAIN 269.968.1611
 FAX 269.968.0413
 www.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").

- 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.

1. 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
DTA095125542458
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
Robert Blaine



W.K.
KELLOGG
FOUNDATION

A Partner With Communities Where Children Come First

One Michigan Avenue East
Battle Creek, MI 49017-4012

MAIN 269.968.1611
FAX 269.968.0413

www.wkkf.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.

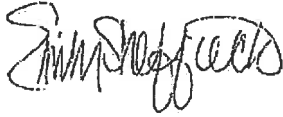
This Amendment provides an extension of the Grant Period through September 30, 2023. This amendment does not in any way increase the Foundation's commitment. As a reminder, reports for the period ending March 31, 2022, are due now. The budget for the remaining Reporting Period of April 1, 2022, through 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. On behalf of the Foundation, I extend every good wish for the continued success of this effort.

Sincerely,



Emily Sheffieck
Grant Analyst



ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH LYNDA MICHELLE BRASSFIELD TO SECURE HER PERFORMANCE DURING THE COMMUNITY ARTS FESTIVAL ON OCTOBER 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND SEVENTY-FIVE DOLLARS.

OFFICE OF THE CLERK
9/27/22
LUM

WHEREAS, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

WHEREAS, the City of Jackson will host the Community Arts Festival at the Mississippi Museum of Art on October 16, 2022, from 5 p.m. to 9 p.m.; and

WHEREAS, the Community Arts Festival is a one-day festival purposed to highlight the City of Jackson's creative economic sector and to showcase opportunities within the City of Jackson; and

WHEREAS, the Chief Administrative Office recommends that the City of Jackson execute an agreement with Lynda Michelle Brassfield to perform songs and semi-instrumentals for a total of 2.5 hours at the Mississippi Museum of Art on Sunday, October 16, 2022, during the Community Arts Festival; and

WHEREAS, the Chief Administrative Office recommends that the City of Jackson executes an agreement with Lynda Michelle Brassfield that will contain the following provisions:

SCOPE OF SERVICES: The Contractor will provide the following described services to the city at the 2022 Community Arts Festival Sunday, October 16, 2022, at the Mississippi Museum of Art to-wit: performing songs and semi-instrumentals for a total of 2.5 hours.

CONTRACT TERM: The period of performance of services under this Contract shall be for one day, October 16, 2022.

CONSIDERATION: As consideration for the performance of services of this Contract, Contractor shall be paid a fee not to exceed \$1,075.00 in accordance with the terms of this Contract. It is agreed that in no event shall the total compensation paid to Contractor exceed the specified amount in this paragraph.

APPLICABLE LAW: The 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 the State of Mississippi. The Contractor shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.

Agenda No. 13
9.27.2022
(Wright, Lumumba)

APPROVAL: It is understood that if this Agreement requires approval by the Governing Authority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.

AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of 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 City of Jackson to provide funds or of the City Council 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 City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

EQUAL OPPORTUNITY: In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

MODIFICATION OR AMENDMENT: Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.

NON-ASSIGNMENT AND SUBCONTRACTING: The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.

NON-WAIVER OF BREACH: No assent, expressed or implied, by the parties hereto to ~~the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of~~ any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

PUBLIC RECORDS: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:
The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

SEVERABILITY: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

TERMINATION: Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

ENTIRE AGREEMENT: This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

WHEREAS, advertising and bidding requirements do not apply to a personal service contract under section 31-7-13 of the Mississippi Code of 1972, as amended; and

WHEREAS, the total cost to the City of Jackson for all services rendered will not exceed \$1,075.00, which will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity* grant project; and

WHEREAS, the City of Jackson is authorized to utilize grant funds solely for the project's purpose, including expenses related to contractual services that are directly tracked to the grant.

IT IS HERBY ORDERED that the Mayor is authorized to enter into an agreement with Lynda Michelle Brassfield to perform songs and semi-instrumentals for a total of 2.5 hours at the Mississippi Museum of Art on Sunday, October 16, 2022, during the Community Arts Festival, and authorizing payment in the amount not to exceed One Thousand Seventy-Five Dollars and No Cents (\$1,075.00), to highlight the City of Jackson's Creativity sector and to showcase opportunities within the City of Jackson.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 1, 2022

POINTS		COMMENTS								
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH MICHELLE BRASSFIELD TO SECURE HER PERFORMANCE DURING THE COMMUNITY ARTS FESTIVAL OCTOBER 16, 2022								
2.	Purpose	1.To perform songs and semi-instrumentals for a total of 2.5 hours 2. To showcase the Creativity sector of the TECH JXN 2022 Conference and Festival								
3.	Who will be affected	City of Jackson								
4.	Benefits	Economic Development; Opportunities for citizens, businesses, visitors, prospective investors to observe the vibrant city that Jackson is.								
5.	Schedule (beginning date)	Upon Approval								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide								
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	CAO								
8.	COST	\$1,075.00								
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	W.K.Kellogg Foundation Grant number PO131760								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>



Shelly B

INVOICE

DATE

9/1/2022

INVOICE NO

1007

Lynda Michelle Brassfield

702 W. Silas Brown St

Jackson, MS 39204

769.220.3220

onelmichelle@gmail.com

INVOICE TO

Office of Economic Development

Department of Planning & Dev

200 S. President St, 2nd Fl/ Suite 223

Jackson, MS 39201

601-960-1611

thoover@city.jackson.ms.us

LOCATION

MS Museum of Arts/JXN

JOB

Music/Entertainment

PAYMENT TERMS

Due on Receipt

DUE DATE

10/16/2022

QUANTITY

DESCRIPTION

UNIT PRICE

LINE TOTAL

2.5 hrs

10/16/2022 Entertainment
Services (Community Arts
Festival)

\$1075

\$1075

Subtotal

1075

Sales Tax

0

Total

1075

PROFESSIONAL SERVICES AGREEMENT

This Agreement made by and between the City of Jackson, Mississippi, and Lynda Michelle Brassfield, 702 West Silas Brown Street, Jackson, Mississippi 39204, hereinafter called the Contractor, having

1. **SCOPE OF SERVICES:** The Contractor will provide the following described services to the city at the 2022 Community Arts Festival, Sunday, October 16, 2022, at the Mississippi Museum of Art to-wit: performs songs and semi-instrumentals for a total of 2.5 hours.
2. **CONTRACT TERM:** The period of performance of services under this Contract shall be for one day, October 16, 2022.
3. **CONSIDERATION:** As consideration for the performance of services of this Contract, Contractor shall be paid a fee not to exceed \$1,075.00 in accordance with the terms of this Contract. It is agreed that in no event shall the total compensation paid to Contractor exceed the specified amount in this paragraph.
4. **APPLICABLE LAW:** The 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 the State of Mississippi. The Contractor shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.
5. **APPROVAL:** It is understood that if this Agreement requires approval by the Governing Authority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.
6. **AVAILABILITY OF FUNDS:** ~~It is expressly understood and agreed that the obligation~~ of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of 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 City of Jackson to provide funds or of the City Council 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 City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

7. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.
8. **MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.
9. **NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.
10. **NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.
11. **PUBLIC RECORDS:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.
12. **REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:** The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.
13. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.
14. **TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date

thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

15. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of _____, 2022.

The City of Jackson, Mississippi

By: _____
Mayor Chokwe Antar Lumumba

By: _____
Michelle Brassfield

Date attested: _____

Attested By: _____
City Clerk

City Administrative Office

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

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Louis Wright, City Administrative Officer

Date: September 1, 2022

Subject: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH MICHELLE BRASSFIELD TO SECURE HER PERFORMANCE DURING THE COMMUNITY ARTS FESTIVAL OCTOBER 16, 2022**

The attached agenda item which accompanies this memo requests that the City Council authorize the agreement with Michelle Brassfield to perform songs and semi-instrumentals for a total of 2.5 hours at the Mississippi Museum of Art on Sunday, October 16, 2022 during the Community Arts Festival. The Community Arts Festival is a one-day festival at the Mississippi Museum of Art on October 16, 2022, purposed to highlight the City of Jackson's Creativity economic sector and to showcase opportunities within the City of Jackson. Michelle Brassfield will be paid a total of \$1,075, and the funds will come be paid from the *W.K. Kellogg Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.



One Michigan Avenue East
Battle Creek, MI 49017-4012
MAIN 269.968.1611
FAX 269.968.0413
wkellogg.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").

- 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
D: A093176562458
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
SP19E28C-A32+16
Robert Blaine



W.K.
KELLOGG
FOUNDATION

A Partner With Communities Where Children Come First

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. On behalf of the Foundation, I extend every good wish for the continued success of this effort.

Sincerely,



Emily Sheffieck
Grant Analyst

| | | |

| |

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH MICHELLE BRASSFIELD TO SECURE HER PERFORMANCE DURING THE COMMUNITY ARTS FESTIVAL ON OCTOBER 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND SEVENTY-FIVE DOLLARS is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

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

9/21/22

Date

OFFICE OF THE CITY ATTORNEY
9/21/22
A.M.

OFFICE OF THE CITY CLERK
9/27/22
J.M.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH THE EXPERIENCE PRO SOUND & LIGHTING TO PROVIDE DJ SERVICES DURING THE COMMUNITY ARTS FESTIVAL ON OCTOBER 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND AND THREE HUNDRED DOLLARS.

WHEREAS, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

WHEREAS, the City of Jackson will host the Community Arts Festival at the Mississippi Museum of Art on October 16, 2022, from 5 p.m. to 9 p.m.; and

WHEREAS, the Community Arts Festival is a one-day festival purposed to highlight the City of Jackson's creative economic sector and to showcase opportunities within the City of Jackson; and

WHEREAS, the Chief Administrative Office recommends the City of Jackson execute an agreement with Rafe Williams doing business as "The Experience Pro Sound & Lighting" to provide DJ services for up to four hours, speakers, wireless microphones, event lighting, and lighting trust with two bright moving heads at the Mississippi Museum of Art on Sunday, October 16, 2022, during the Community Arts Festival; and

WHEREAS, the Chief Administrative Office recommends that the Mayor enter into an agreement with The Experience Pro Sound & Lighting that contains the following provisions:

SCOPE OF SERVICES: The Contractor will provide the following described services to the city at the 2022 Community Arts Festival, Sunday, October 16, 2022, at the Mississippi Museum of Art to-wit: The Experience Pro Sound & Lightning. Will be providing DJ service for up to four hours, Speakers, Wireless microphones, Event Lighting, and Lightning trust with two bright moving heads.

CONTRACT TERM: The period of performance of services under this Contract shall be for one day, October 16, 2022.

CONSIDERATION: As consideration for the performance of services of this Contract, Contractor shall be paid a fee not to exceed \$1,300.00 in accordance with the terms of this Contract. It is agreed that in no event shall the total compensation paid to Contractor exceed the specified amount in this paragraph.

APPLICABLE LAW: The 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 the State of Mississippi. The Contractor

Agenda No. 14
9.27.2022
(Wright, Lumumba)

shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.

APPROVAL: It is understood that if this Agreement requires approval by the Governing Authority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.

AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of 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 City of Jackson to provide funds or of the City Council 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 City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

EQUAL OPPORTUNITY: In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

MODIFICATION OR AMENDMENT: Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.

NON-ASSIGNMENT AND SUBCONTRACTING: The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.

NON-WAIVER OF BREACH: No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

PUBLIC RECORDS: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES: The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The

Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

SEVERABILITY: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

TERMINATION: Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

ENTIRE AGREEMENT: This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

WHEREAS, advertising and bidding requirements do not apply to a personal service contract under section 31-7-13 of the Mississippi Code of 1972, as amended; and

WHEREAS, the total cost to the City of Jackson for all services rendered will not exceed \$1,300.00 and will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity* grant project; and

WHEREAS, the City of Jackson is authorized to utilize grant funds solely for the project's purpose, including expenses related to contractual services that are directly tracked to the grant.

IT IS HERBY ORDERED that the Mayor is authorized to enter into an agreement with The Experience Pro Sound & Lighting to provide DJ services for up to four hours, speakers, wireless microphones, event lighting, and lighting trust with two bright moving heads at the Mississippi Museum of Art on Sunday, October 16, 2022, during the Community Arts Festival and authorizing a payment in an amount not to exceed One Thousand and Three Hundred Dollars, to highlight the City of Jackson's Creativity sector and to showcase opportunities within the City of Jackson.

Office of the City Attorney

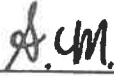
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH THE EXPERIENCE PRO SOUND & LIGHTING TO PROVIDE DJ SERVICES DURING THE COMMUNITY ARTS FESTIVAL OCTOBER 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND AND THREE HUNDRED DOLLARS is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney 

9/21/22

Date

City Administrative Office

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

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Louis Wright, City Administrative Officer

Date: September 1, 2022

Subject: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH THE EXPERIENCE PRO SOUND & LIGHTING TO PROVIDE DJ SERVICES DURING THE COMMUNITY ARTS FESTIVAL OCTOBER 16, 2022**

The attached agenda item which accompanies this memo requests that the City Council authorize the agreement with The Experience Pro Sound & Lighting to provide DJ services for up to four hours, speakers, wireless microphones, event lighting, and lighting trust with two bright moving heads at the Mississippi Museum of Art on Sunday, October 16, 2022, during the Community Arts Festival. The Community Arts Festival is a one-day festival at the Mississippi Museum of Art on October 16, 2022, purposed to highlight the City of Jackson's Creativity economic sector and to showcase opportunities within the City of Jackson. The Experience Pro Sound & Lighting will be paid a total of \$1,300, and the funds will come be paid from the *W.K. Kellogg Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 1, 2022

POINTS		COMMENTS								
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH THE EXPERIENCE PRO SOUND & LIGHTING TO PROVIDE DJ SERVICES DURING THE COMMUNITY ARTS FESTIVAL OCTOBER 16, 2022								
2.	Purpose	1.To provide DJ services for up to four hours, speakers, wireless microphones, event lighting, and lighting trust with two bright moving heads 2. To showcase the Creativity sector of the TECH JXN 2021 Conference and Festival								
3.	Who will be affected	City of Jackson								
4.	Benefits	Economic Development; Opportunities for citizens, businesses, visitors, prospective investors to observe the vibrant city that Jackson is.								
5.	Schedule (beginning date)	Upon Approval								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide								
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	CAO								
8.	COST	\$1,300.00								
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	W.K.Kellogg Foundation Grant number PO131760								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>

PROFESSIONAL ENTERTAINMENT AGREEMENT

This Professional Service Contract ("Contract") is made by and between the CITY OF JACKSON ("City") and Rafe Williams aka DJ Rafe dba The Experience Pro Sound & Lighting, ("Contractor") upon the following terms and conditions, to-wit:

1. **SCOPE OF SERVICES:** The Contractor will provide the following described services to the city at the 2022 Community Arts Festival, Sunday, October 16, 2022, at the Mississippi Museum of Art to-wit: The Experience Pro Sound & Lighting. Will be providing DJ service for up to four hours, Speakers, Wireless microphones, Event Lighting, and Lightning trust with two bright moving heads.
2. **CONTRACT TERM:** The period of performance of services under this Contract shall be for one day, October 16, 2022.
3. **CONSIDERATION:** As consideration for the performance of services of this Contract, Contractor shall be paid a fee not to exceed \$1,300.00 in accordance with the terms of this Contract. It is agreed that in no event shall the total compensation paid to Contractor exceed the specified amount in this paragraph.
4. **APPLICABLE LAW:** The 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 the State of Mississippi. The Contractor shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.
5. **APPROVAL:** It is understood that if this Agreement requires approval by the Governing Authority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.
6. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of 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 City of Jackson to provide funds or of the City Council 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 City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
7. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever,

including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

8. **MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.
9. **NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.
10. **NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.
11. **PUBLIC RECORDS:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.
12. **REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:**
The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.
13. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.
14. **TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of

such termination, the Contractor shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

15. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of _____, 2022.

The City of Jackson, Mississippi

By: _____

Mayor Chokwe Antar Lumumba

By: _____

Rafe Williams aka DJ Rafe

Date attested: _____

Attested By: _____

City Clerk



The Experience Pro Sound & Lighting

Rafe Williams
166 Traviswood St. Jackson Ms,39212
601-503-6705
Djrafe601@gmail.com

INVOICE
INV0453

DATE
Aug 19, 2022

DUE DATE
Aug 19, 2022

BALANCE DUE
USD \$1,300.00

BILL TO

City of Jackson Department of Planning & Development Office of Economic Development
Contact Person

☎ 601-960-1611
☒ 601-502-6906
thoover@city.jackson.ms.us

DESCRIPTION	RATE	QTY	AMOUNT
Dj and Lightning Service The Experience Pro Sound & Lightning. Will be providing Dj service up to four hours, Speakers, Wireless microphone, Event Lighting, Lightning trust with two bright moving heads. Sunday October 16,2022 for the Community Arts Festival 2022 Total event fee \$1,300.00 If for some reason the event date needs to reschedule you will have up to six months from the original event date to reschedule as long as the new date is available. Thank you so much for your business. If you have any questions please feel free to call anytime 601-503-6705	\$1,300.00	1	\$1,300.00

TOTAL \$1,300.00

BALANCE DUE **USD \$1,300.00**



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

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").

- 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.

1. 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
DTA0994123542458
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
8P10E86C1A3241B
Robert Blaine



A Partner With Communities Where Children Come First

One Michigan Avenue East
Battle Creek, MI 49017-4012

MAIN 269.968.1611
FAX 269.968.0413

wkkf.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. On behalf of the Foundation, I extend every good wish for the continued success of this effort.

Sincerely,



Emily Sheffieck
Grant Analyst

F0022
Fee: \$ 50



Michael Watson
SECRETARY OF STATE

2022373148

Business ID: 1199969
Filed: 09/15/2022 11:12 AM
Michael Watson
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136
TELEPHONE: (601) 359-1633

Application for Reinstatement Following an Administrative Dissolution

Business Information

Business Id: 1199969

Business Name: The Experience Pro Sound &
Lighting LLC

State of Incorporation: MS

Business Email:
theexperienceprosound@gmail.com

Phone: (***)**-****

FEIN: **-*****

Principal Address: 2123 Old Vicksburg Rd
Clinton, MS 39056

Registered Agent

Name: Rafe Williams

Address: 2123 Old Vicksburg Rd
Clinton, MS 39056

Managers and Members

Managers

Name:
Rafe Williams
Manager

Address:
2123 Old Vicksburg Rd.
Clinton, MS 39056

Officers

Title/Name:	Address:	Director:
President:		<input type="checkbox"/>
Vice President:		<input type="checkbox"/>
Secretary:		<input type="checkbox"/>
Treasurer:		<input type="checkbox"/>

This LLC has a written Operating Agreement.

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day *09/15/2022*.

Name:

RAFE WILLIAMS

Other

Address:

2123 Old Vicksburg Rd
clinton, MS 39056

Officers List

Name:

Rafe Williams
Manager

Address:

2123 Old Vicksburg Rd.
Clinton, MS 39056



Michael Watson

This is not an official certificate of good standing.

Name History

Name	Name Type
The Experience Pro Sound & Lighting LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1199969
Status:	Dissolved
Effective Date:	01/29/2020
State of Incorporation:	Mississippi
Principal Office Address:	NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name
Rafe Williams 2123 Old Vicksburg Rd Clinton, MS 39056

Officers & Directors

Name	Title
Rafe Williams 2123 Old Vicksburg Rd. Clinton, MS 39056	Manager

9/20/22
OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS DURING THE COMMUNITY ARTS FESTIVAL ON OCTOBER 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND ONE HUNDRED AND FORTY-THREE DOLLARS AND EIGHTY-THREE CENTS (\$1,143.83) TO WE MARQUEE, LLC

WHEREAS, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

WHEREAS, the City of Jackson will host the Community Arts Festival at the Mississippi Museum of Art on October 16, 2022, from 5 p.m. to 9 p.m.; and

WHEREAS, the Community Arts Festival is a one-day festival purposed to highlight the City of Jackson’s creative economic sector and to showcase opportunities within the City of Jackson; and

WHEREAS, the Chief Administrative Office recommends retaining professional services to install and setup marquee letters at the Mississippi Museum of Art for the Community Arts Festival on October 16, 2022, at 3:00 pm to be picked up at 9:00 pm during the Community Arts Festival; and

WHEREAS, the Chief Administrative Office recommends that the City of Jackson execute an agreement with We Marquee, LLC, located at 4533 Ritchey Drive, Jackson, Mississippi 39209, that will contain the following provisions:

SECTION 1 - SCOPE OF THE AGREEMENT

The vendor and the City hereby agree to enter into this Event Rental Agreement, effective upon its execution through the date of the event, October 16, 2022, where the City will rent certain items, defined as Marquee Lights, and the Vendor will provide services, such as the installation and retrieval of said Marquee Lights for the 2022 Community Arts Festival, at the Mississippi Museum of Art on October 16, 2022.

SECTION 2 -DETAILS OF EVENT INFORMATION

The Event Date, October 16, 2022, is set forth and mutually agreed upon between the Parties. The charge of labor (considered “Installation”) and pick up (considered “Retrieval”) is agreed upon between the Parties.

SECTION 3 - NOTICES

Agenda No. 15
9.27.2022
(Wright, Lumumba)

Any change to the Logistic Information shall be communicated in writing between City and Vendor as soon as available. Changes must be made in writing, between Client and We Marquee, LLC, within seven (7) business days of the Event Date, and may be subject to additional fees, regarding the changes to this information.

SECTION 4 – INSTALLATION

We Marquee, LLC will begin Installation and Set-up, at the Mississippi Museum of Art, Sunday, October 16, at 3:00 pm.

SECTION 5 - RETRIEVAL

Retrieval will be Sunday, October 16, at 9:00 pm.

SECTION 6 - DELIVERY SERVICES PROVIDED BY WE MARQUEE, LLC

All logistic fees shall consist of the distance from We Marquee, LLC's physical address, and the mutually agreed upon event location, by both Parties. Logistic Fees are to include travel miles, gas, and tolls and are calculated using Google Maps, in conjunction with our software, at fair market rate. Installation and Retrieval are at the discretion of We Marquee, LLC, and part of Logistic Fees. Logistic Fees are calculated based on the estimated amount of time, between delivery arrival and install completion. If, during the delivery and installation of Item(s), time altering events arise (logistical scheduling, delayed set-up, loading dock delay, etc...), outside the scope of control, of We Marquee, LLC, additional fees, and charges may apply, subject to the approval of the governing authority for the City. If such fees occur, We Marquee, LLC will communicate in writing, with the responsible party, within two (2) business days post event date, for rendering of additional payment. If the vendor fails to provide additional fees and charges within two (2) business days post event date, the City will not be responsible for any additional fees and charges. Additionally, Installation and Retrieval may be subject to include additional fees (Late Night Fee, Holiday Fee, Multi-Day Fee, etc...) for items of a special circumstance, at the discretion of We Marquee, LLC.

SECTION 7- PAYMENT

The vendor shall provide installation and set-up necessary to the work specified in this Agreement, in an amount not to exceed \$1,143.83.

Item	Quantity	Price	Total
6ft Marquee Light Rental	3	\$85.00	\$255.00
4ft Marquee Light Rental	4	\$55.00	\$220.00
Installation and Retrieval	1	\$99.00	\$99.00
Stacking Stand	2	\$50.00	\$100.00
Red Bulbs	7	\$10.00	\$70.00
Organic Balloon Garland	1	\$325.00	\$325.00

SUBTOTAL			\$1,069.00
TAX			\$74.83
TOTAL			\$1,143.83

SECTION 8 - CANCELLATION POLICY

If cancellation of event occurs, any retainers and all payments made will not be refunded to Client, or any other person in conjunction with this Agreement. No refunds will be given, and all Payments made to We Marquee, LLC, for Event Date will be held, if cancellation occurs. If Rescheduling the Event Date occurs, all Payments made to We Marquee, LLC will transfer to the new Event Date and a new Agreement will be created. If Client chooses to reschedule the Event Date, We Marquee, LLC will do the absolute best to accommodate the new date, with the original coordinating Item(s), but cannot guarantee those rental Item(s) will be available. If Event Rescheduling has occurred, a new agreement shall be placed forth, regarding new Event Date and all corresponding event information. Date changes must be made in writing to between Client and We Marquee, LLC.

SECTION 9 - DAMAGE TO RENTAL ITEMS

From Installation (time of delivery), through Retrieval (time of pick-up), Client shall be responsible for all lost or damaged Item(s). During rental, Client shall protect the Item(s) from weather, vandalism, theft, damage, or other similar risks. Prior to Retrieval of Item(s) from venue, Client, and/or an authorized representative of Client, shall inspect the Item(s), as to quality and quantity. Any damage and/or loss, will be noted and accompanied with photos, of proof of damage. Upon Retrieval of Item(s), We Marquee, LLC will inspect Item(s), within two (2) days. If any damage is notated that is beyond the fee of the Damage Waiver (mentioned as a 10% charge to cover damage to item(s)), We Marquee, LLC will notify Client, and Client will be responsible for rendering additional payment, at the discretion of We Marquee, LLC. We Marquee will facilitate all replacements and/or repairs to the Item(s), and Client will be charged balance between the Damage Waiver and Balance owed.

SECTION 10 - MUTUAL AGREEMENT OF RENTAL ITEM(S) USE

All Rental Item(s) are to be protected from any removable or permanent damage to the items, such as, but not limited to, vinyl graphics, markers, pens, candle wax, drink spills or stains, mud or dirt, animal hair or scratches, weather conditions (rain, snow, sleet, dew, humidity, and any other harmful weather conditions that may harm the integrity of the Rental Item(s)), scuffs, from rough moving, and any other damaging situations that may harm the longevity and integrity of the Rental Item(s). When moving furniture, Item(s) must be picked up completely when moving and not pushed across the ground, to prevent breaking or damage. If such damage occurs while the Rental Item(s) are in the Client's possession (defined as time between Time of Delivery and Time of Pick-Up), the protocol for "Damage to Rental Item(s)" will occur as defined in section 5 herein.

SECTION 11 -LIMIT OF LIABILITY

If, due to illness, accident, unforeseen circumstances or Acts of God, We Marquee, LLC is unable to provide Items as contracted in this Agreement, every effort will be made by We Marquee, LLC to deliver rented Item(s) to Event Location, on Event Date, before the Event begins. If this cannot be done due to the above reasons, We Marquee, LLC agrees to refund the full amount paid by the Client. Upon such refund, this contract shall become null and void, and the client shall have no further legal recourse against We Marquee, LLC. Client hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to Company Rental Item(s) whether caused by the negligence of client or otherwise. Any dispute or litigation under the terms of this Agreement will be brought before a court of law, but before such legal litigation, the Parties mutually agree to professional dispute resolution, including mediation.

SECTION 12 - 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 13 - 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 14 - PAYMENT

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 City.

SECTION 15 - RECORD KEEPING

The vendor shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement shall be utilized.

SECTION 16 - AVAILABILITY OF FUNDS

The parties agree that under this agreement, the City's payment is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.

SECTION 17 - PUBLIC RECORDS ACT

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

WHEREAS, advertising and bidding requirements do not apply to a personal service contract under section 31-7-13 of the Mississippi Code of 1972, as amended; and

WHEREAS, the total cost to the City of Jackson for all services rendered will not exceed \$1,143.83 and will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity* grant project; and

WHEREAS, the City of Jackson is authorized to utilize grant funds solely for the project's purpose, including expenses related to contractual services.

IT IS HERBY ORDERED that the Mayor be authorized to enter into an agreement with We Marquee, LLC to install and setup marquee letters at the Mississippi Museum of Art on Sunday, October 16, 2022, at 3:00 p.m. to be picked up at 9:00 p.m. during the Community Arts Festival and authorizing payment in an amount not to exceed One Thousand One Hundred Forty-Three Dollars and Eighty-Three Cents (\$1,143.83), which is to be paid out the W.K. Kellogg Foundation Grant.

City Administrative Office

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

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Louis Wright, City Administrative Officer

Date: September 20, 2022

Subject: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS DURING THE COMMUNITY ARTS FESTIVAL OCTOBER 16, 2022**

The attached agenda item which accompanies this memo requests that the City Council authorize the agreement with We Marquee, LLC to install and setup marquee letters at the Mississippi Museum of Art on Sunday, October 16, 2022, at 3:00 pm to be picked up at 9:00 pm for the Community Arts Festival. The Community Arts Festival is a one-day festival at the Mississippi Museum of Art on October 16, 2022, purposed to highlight the City of Jackson's Creativity economic sector and to showcase opportunities within the City of Jackson. We Marquee, LLC will be paid a total of \$1,143.83, and the funds will come be paid from the *W.K. Kellogg Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 20, 2022

POINTS		COMMENTS						
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS DURING THE COMMUNITY ARTS FESTIVAL OCTOBER 16, 2022						
2.	Purpose	1.To install and setup marquee letters at the Mississippi Museum of Art 2. To showcase the Creativity sector of the TECH JXN Conference at the Community Arts Festival 2022.						
3.	Who will be affected	City of Jackson						
4.	Benefits	Economic Development; Opportunities for citizens, businesses, visitors, and prospective investors to observe the vibrant city that Jackson is.						
5.	Schedule (beginning date)	Upon Approval						
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide						
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	CAO						
8.	COST	\$1,143.83						
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	W.K.Kellogg Foundation Grant number PO131760						
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>

We Marquee, LLC
Event Rental Agreement
With the City of Jackson, MS for TECH JXN

THIS AGREEMENT made by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("City"), and We Marquee, hereinafter called the ("Vendor."), having its principal place of business at 4533 Ritchey Drive, Jackson, Mississippi 39209.

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

WHEREAS, the City and We Marquee, LLC agree to enter into this Event Rental Agreement where the City is renting Marquee Lights and We Marquee, LLC will provide professional services by setting up and installing, and retrieving said Marquee Lights on October 16, 2022.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein, the City and the Vendor agree to be bound by the following terms and conditions:

SECTION 1 - SCOPE OF THE AGREEMENT

The vendor and the City hereby agree to enter into this Event Rental Agreement, effective upon its execution through the date of the event, October 16, 2022, where the City will rent certain items, defined as Marquee Lights and the Vendor will provide services, such as the installation and retrieval of said Marquee Lights for the 2022 Community Arts Festival, at the Mississippi Museum of Art on October 16, 2022.

SECTION 2 - DETAILS OF EVENT INFORMATION

The Event Date, October 16, 2022, is set forth and mutually agreed upon between the Parties. The charge of labor (considered "Installation") and pick up (considered "Retrieval") is agreed upon between the Parties.

SECTION 3 - NOTICES

Any change to the Logistic Information shall be communicated in writing between City and Vendor as soon as available. Changes must be made in writing, between Client and We Marquee, LLC, within seven (7) business days of Event Date, and may be subject to additional fees, regarding the changes to this information.

SECTION 4 - INSTALLATION

We Marquee, LLC will begin Installation and Set-up, at the Mississippi Museum of Art, Sunday, October 16, at 3:00 pm.

SECTION 5 - RETRIEVAL

Retrieval will be Sunday, October 16, at 9:00pm.

SECTION 6 - DELIVERY SERVICES PROVIDED BY WE MARQUEE, LLC

All logistic fees shall consist of the distance from We Marquee, LLC's physical address, and the mutually agreed upon event location, by both Parties. Logistic Fees are to include travel miles, gas, and tolls and are calculated using Google Maps, in conjunction with our software, at fair market rate. Installation and Retrieval are at the discretion of We Marquee, LLC, and part of Logistic Fees. Logistic Fees are calculated based on the estimated amount of time, between delivery arrival and install completion. If, during the delivery and installation of Item(s), time altering events arise (logistical scheduling, delayed set-up, loading dock delay, etc...), outside the scope of control, of We Marquee, LLC, additional fees, and charges may apply, subject to the approval of the governing authority for the City. If such fees occur, We Marquee, LLC will communicate in writing, with the responsible party, within two (2) business days post event date, for rendering of additional payment. If the vendor fails to provide additional fees and charges within two (2) business days post event date, the City will not be responsible for any additional fees and charges. Additionally, Installation and Retrieval may be subject to include additional fees (Late Night Fee, Holiday Fee, Multi-Day Fee, etc...) for items of special circumstance, at the discretion of We Marquee, LLC.

SECTION 7- PAYMENT

The vendor shall provide installation and set-up necessary to the work specified in this Agreement, in an amount not to exceed \$1,143.83.

Item	Quantity	Price	Total
6ft Marquee Light Rental	3	\$85.00	\$255.00
4ft Marquee Light Rental	4	\$55.00	\$220.00
Installation and Retrieval	1	\$99.00	\$99.00
Stacking Stand	2	\$50.00	\$100.00
Red Bulbs	7	\$10.00	\$70.00
Organic Balloon Garland	1	\$325.00	\$325.00
SUBTOTAL			\$1,069.00
TAX			\$74.83
TOTAL			\$1,143.83

SECTION 8 - CANCELLATION POLICY

If cancellation of event occurs, any retainers and all payments made will not be refunded to Client, or any other person in conjunction with this Agreement. No refunds will be given, and all Payments

made to We Marquee, LLC, for Event Date will be held, if cancellation occurs. If Rescheduling the Event Date occurs, all Payments made to We Marquee, LLC will transfer to the new Event Date and a new Agreement will be created. If Client chooses to reschedule the Event Date, We Marquee, LLC will do the absolute best to accommodate the new date, with the original coordinating Item(s), but cannot guarantee those rental Item(s) will be available. If Event Rescheduling has occurred, a new agreement shall be placed forth, regarding new Event Date and all corresponding event information. Date changes must be made in writing to between Client and We Marquee, LLC.

SECTION 9 - DAMAGE TO RENTAL ITEMS

From Installation (time of delivery), through Retrieval (time of pick-up), Client shall be responsible for all lost or damaged Item(s). During rental, Client shall protect the Item(s) from weather, vandalism, theft, damage, or other similar risks. Prior to Retrieval of Item(s) from venue, Client, and/or an authorized representative of Client, shall inspect the Item(s), as to quality and quantity. Any damage and/or loss, will be noted and accompanied with photos, of proof of damage. Upon Retrieval of Item(s), We Marquee, LLC will inspect Item(s), within two (2) days. If any damage is notated that is beyond the fee of the Damage Waiver (mentioned as a 10% charge to cover damage to item(s)), We Marquee, LLC will notify Client, and Client will be responsible for rendering additional payment, at the discretion of We Marquee, LLC. We Marquee will facilitate all replacements and/or repairs to the Item(s), and Client will be charged balance between the Damage Waiver and Balance owed.

SECTION 10 - MUTUAL AGREEMENT OF RENTAL ITEM(S) USE

All Rental Item(s) are to be protected from any removable or permanent damage to the items, such as, but not limited to, vinyl graphics, markers, pens, candle wax, drink spills or stains, mud or dirt, animal hair or scratches, weather conditions (rain, snow, sleet, dew, humidity, and any other harmful weather conditions that may harm the integrity of the Rental Item(s)), scuffs, from rough moving, and any other damaging situations that may harm the longevity and integrity of the Rental Item(s). When moving furniture, Item(s) must be picked up completely when moving and not pushed across the ground, to prevent breaking or damage. If such damage occurs while the Rental Item(s) are in the Client's possession (defined as time between Time of Delivery and Time of Pick-Up), the protocol for "Damage to Rental Item(s)" will occur as defined in section 5 herein.

SECTION 11 -LIMIT OF LIABILITY

If, due to illness, accident, unforeseen circumstances or Acts of God, We Marquee, LLC is unable to provide Items as contracted in this Agreement, every effort will be made by We Marquee, LLC to deliver rented Item(s) to Event Location, on Event Date, before the Event begins. If this cannot be done due to the above reasons, We Marquee, LLC agrees to refund the full amount paid by the Client. Upon such refund, this contract shall become null and void, and the client shall have no further legal recourse against We Marquee, LLC. Client hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to Company Rental Item(s) whether caused by the negligence of client or otherwise. Any dispute or litigation under the terms of this Agreement will be brought before a court of law, but before such legal litigation, the Parties mutually agree to professional dispute resolution, including mediation.

SECTION 12 - 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 13 - 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 14 - PAYMENT

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 City.

SECTION 15 - RECORD KEEPING

The vendor shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement shall be utilized.

SECTION 16 - AVAILABILITY OF FUNDS

The parties agree that under this agreement, the City's payment is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.

SECTION 17 - PUBLIC RECORDS ACT

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

SECTION 18 - ACCEPTANCE

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

VENDOR' S SIGNATURE

THE CITY OF JACKSON

Title _____

By: _____
Lumumba, Mayor

Date attested: _____

Attested By: _____
City Clerk

|

|

|

|

Community Arts Festival 2022



From
WeMarquee

To
City of Jackson
Tangayika Hoover

Quote
Issued

5212489
June 27, 2022

ITEM	QUANTITY	PRICE	TOTAL
4ft Marquee TECH	4	\$55.00	\$220.00
6ft Marquee JXN	3	\$85.00	\$255.00
Color Bulbs Red	7	\$10.00	\$70.00
Stacking Stand	2	\$50.00	\$100.00
Organic Balloon Garland Red and White Balloons	1	\$325.00	\$325.00
Installation and Retrieval October 16, 2022 JCC	1	\$99.00	\$99.00

Subtotal: \$1,069.00
Sales Tax (7%) \$74.83
Total: **\$1,143.83**

To indicate your acceptance of the above, sign electronically below.

Type your name



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").

- 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
D7AD99125542458
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
8F19E8B0A9E1B...
Robert Blaine



**W.K.
KELLOGG
FOUNDATION***

A Partner With Communities Where Children Come First

One Michigan Avenue East
Battle Creek, MI 49017-4012

MAIN 269.968.1611
FAX 269.968.0413

wkkf.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. On behalf of the Foundation, I extend every good wish for the continued success of this effort.

Sincerely,




Emily Sheffieck
Grant Analyst

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS DURING THE COMMUNITY ARTS FESTIVAL ON OCTOBER 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND ONE HUNDRED AND FORTY-THREE DOLLARS AND EIGHTY-THREE CENTS (\$1,143.83) TO WE MARQUEE, LLC is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Sondra Moncure, Deputy City Attorney 9/16/22

9/21/22
Date

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
[Signature]

ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF ACCOUNTING CLERK I FROM 11 TO 18; ACCOUNTING CLERK II FROM 13 TO 20; ACCOUNTING TECHNICIAN FROM 17 TO 19; ACCOUNTANT I FROM 20 TO 22; ACCOUNTANT II FROM 21 TO 24; MAIL CLERK FROM 10 TO 13; BUYER FROM 17 TO 18; SENIOR BUYER FROM 19 TO 21; BUDGET ANALYST I FROM 20 TO 22; BUDGET ANALYST II FROM 21 TO 24; SENIOR BUDGET ANALYST FROM 23 TO 25; PAYROLL BENEFITS TECHNICIAN FROM 18 TO 19 FINANCE SUPERVISOR FROM 24 TO 25; ASSISTANT FINANCE MANAGER FROM 25 TO 30; FINANCE MANAGER FROM 29 TO 31; PURCHASING MANAGER FROM 26 TO 29

WHEREAS, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y; and

WHEREAS, the Department of Administration requested that the Department of Human Resources conduct a *salary survey* on the classification of: Accounting Clerk I; Accounting Clerk II; Accounting Technician; Accountant I; Accountant II; Mail Clerk; Buyer; Senior Buyer; Budget Analyst I; Budget Analyst II; Senior Budget Analyst; Payroll Benefits Technician; Finance Supervisor; Assistant Finance Manager; Finance Manager; and Purchasing Manager; and

WHEREAS, a *salary survey* was conducted on the aforementioned classifications and inquires sent to: Baton Rouge, Louisiana, Savannah, Georgia and Little Rock, Arkansas; and

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the position of the Accounting Clerk I was within the range of \$34,268.80-\$45,531.20; Accounting Clerk II was within the range of \$35,654.55-\$47,523.25; Accountant I was within the range of \$37,251.40-\$46,788.80; Accountant II was within the range of \$41,712.30-\$48,116.00; Accounting Technician was within the range of \$32,222.21-\$37,302.00; Mail Clerk was within the range of \$25,478.21-\$28,512.00; Buyer was within the range of \$31,751.00-\$35,247.02; Senior Buyer was within the range of \$36,776.23-\$47,743.96; Budget Analyst I was within the range of \$38,478.54-\$46, 285.96; Budget Analyst II was within the range of \$43,915.63-\$49,702.94; Senior Budget Analyst was within the range of \$45,489.47-\$53,413.52; Payroll Benefits Technician was within the range of \$32,397.43-\$39,473.96; Finance Supervisor was within the range of \$42,710.96-\$48,471.36; Assistant Finance Manager was within the range of \$58,302.41-\$69,417.49; Finance Manager was within the range of \$ 61,457.32-\$78,213.17; Purchasing Manager was within the range of \$48,715.62-\$67,563.85; and

WHEREAS, it is recommended that the range established for the Accounting Clerk I be modified to range 18 with annual salary of \$28,935.61-\$34,777.02; Accounting Clerk II be modified to range 20 with annual salary of \$31,676.39-\$38,116.58; Accountant I modified to range 22 with annual salary of \$34,698.44-\$41,797.64; Accountant II be modified to range 24 with annual salary of \$38,029.93-\$45,857.40; Accounting Technician modified to range 19 with annual salary of \$30,272.70-\$36,404.94; Mail Clerk be modified to pay range 13 with annual salary of \$23,146.09-\$27,722.87; Buyer be modified to range 18 with annual salary of \$28,935.61-\$34,777.02; Senior Buyer be modified to pay range 21 with annual salary of \$33,150.08-\$39,911.70; Budget Analyst I

CLERK OF THE CITY
01

be modified to pay range of 22 with annual salary of \$34,698.44-\$41,797.64; **Budget Analyst II** be modified to range 24 with annual salary of \$38,029.93-\$45,857.40; **Senior Budget Analyst** be modified to pay range 25 with annual salary of \$39,822.12-\$48,039.06; **Payroll Benefits Technician** be modified to pay range 19 with annual salary of \$28,935.61-\$34,777.02; **Finance Supervisor** be modified to a range 25 with annual salary of \$39,822.12-\$48,039.06; **Assistant Finance Manager** be modified to a range 30 with annual salary of \$50,217.78-\$60,707.46; **Finance Manager** be modified to a range 31 with annual salary of \$52,620.01-\$63,632.82; **Purchasing Manager** be modified to a range 29 with annual salary of \$47,931.06-\$51,919.92; and

WHEREAS, the Department of Administration has informed the Department of Human Resources that they have the monies in their budget to cover the recommended pay range increases; and

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to change the pay range of the **Accounting Clerk I** be modified to range 18 with annual salary of \$28,935.61-\$34,777.02; **Accounting Clerk II** be modified to range 20 with annual salary of \$31,676.39-\$38,116.58; **Accountant I** modified to range 22 with annual salary of \$34,698.44-\$41,797.64; **Accountant II** be modified to range 24 with annual salary of \$38,029.93-\$45,857.40; **Accounting Technician** modified to range 19 with annual salary of \$30,272.70-\$36,404.94; **Mail Clerk** be modified to pay range 13 with annual salary of \$23,146.09-\$27,722.87; **Buyer** be modified to range 18 with annual salary of \$28,935.61-\$34,777.02; **Senior Buyer** be modified to pay range 21 with annual salary of \$33,150.08-\$39,911.70; **Budget Analyst I** be modified to pay range of 22 with annual salary of \$34,698.44-\$41,797.64; **Budget Analyst II** be modified to range 24 with annual salary of \$38,029.93-\$45,857.40; **Senior Budget Analyst** be modified to pay range 25 with annual salary of \$39,822.12-\$48,039.06; **Payroll Benefits Technician** be modified to pay range 19 with annual salary of \$28,935.61-\$34,777.02; **Finance Supervisor** be modified to a range 25 with annual salary of \$39,822.12-\$48,039.06; **Assistant Finance Manager** be modified to a range 30 with annual salary of \$50,217.78-\$60,707.46; **Finance Manager** be modified to a range 31 with annual salary of \$52,620.01-\$63,632.82; **Purchasing Manager** be modified to a range 29 with annual salary of \$47,931.06-\$51,919.92;

IT IS FURTHER ORDERED that the pay plan amendments stated shall become effective immediately consistent with the provisions of Section 21-8-21(2).

By: T. Martin, Lumumba

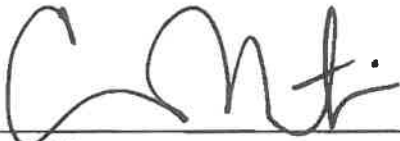
Office of the City Attorney

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

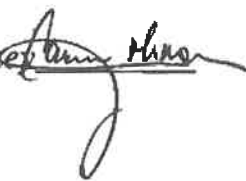
OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF ACCOUNTING CLERK I FROM 11 TO 18; ACCOUNTING CLERK II FROM 13 TO 20; ACCOUNTING TECHNICIAN FROM 17 TO 19; ACCOUNTANT I FROM 20 TO 22; ACCOUNTANT II FROM 21 TO 24; MAIL CLERK FROM 10 TO 13; BUYER FROM 17 TO 18; SENIOR BUYER FROM 19 TO 21; BUDGET ANALYST I FROM 20 TO 22; BUDGET ANALYST II FROM 21 TO 24; SENIOR BUDGET ANALYST FROM 23 TO 25; PAYROLL BENEFITS TECHNICIAN FROM 18 TO 19 FINANCE SUPERVISOR FROM 24 TO 25; ASSISTANT FINANCE MANAGER FROM 25 TO 30; FINANCE MANAGER FROM 29 TO 31; PURCHASING MANAGER FROM 26 TO 29 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Carrie Johnson, Deputy City Attorney 

9/21/22

Date

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Toya Martin, Director
Department of Human Resources

DATE: September 16, 2022

RE: ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF ACCOUNTING CLERK I FROM 11 TO 18; ACCOUNTING CLERK II FROM 13 TO 20; ACCOUNTING TECHNICIAN FROM 17 TO 19; ACCOUNTANT I FROM 20 TO 22; ACCOUNTANT II FROM 21 TO 24; MAIL CLERK FROM 10 TO 13; BUYER FROM 17 TO 18; SENIOR BUYER FROM 19 TO 21; BUDGET ANALYST I FROM 20 TO 22; BUDGET ANALYST II FROM 21 TO 24; SENIOR BUDGET ANALYST FROM 23 TO 25; PAYROLL BENEFITS TECHNICIAN FROM 18 TO 19 FINANCE SUPERVISOR FROM 24 TO 25; ASSISTANT FINANCE MANAGER FROM 25 TO 30; FINANCE MANAGER FROM 29 TO 31; PURCHASING MANAGER FROM 26 TO 29

The Department of Human Resources is recommending that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended as follows: pay range of the Accounting Clerk I be modified to range 18 with annual salary of \$28,935.61-\$34,777.02; Accounting Clerk II be modified to range 20 with annual salary of \$31,676.39-\$38,116.58; Accountant I modified to range 22 with annual salary of \$34,698.44-\$41,797.64; Accountant II be modified to range 24 with annual salary of \$38,029.93-\$45,857.40; Accounting Technician modified to range 19 with annual salary of \$30,272.70-\$36,404.94; Mail Clerk be modified to pay range 13 with annual salary of \$23,146.09-\$27,722.87; Buyer be modified to range 18 with annual salary of \$28,935.61-\$34,777.02; Senior Buyer be modified to pay range 21 with annual salary of \$33,150.08-\$39,911.70; Budget Analyst I be modified to pay range of 22 with annual salary of \$34,698.44-\$41,797.64; Budget Analyst II be modified to range 24 with annual salary of \$38,029.93-\$45,857.40; Senior Budget Analyst be modified to pay range 25 with annual salary of \$39,822.12-\$48,039.06; Payroll Benefits Technician be modified to pay range 19 with annual salary of \$28,935.61-\$34,777.02; Finance Supervisor be modified to a range 25 with annual salary of \$39,822.12-\$48,039.06; Assistant Finance Manager be modified to a range 30 with annual salary of \$50,217.78-\$60,707.46; Finance Manager be modified to a range 31 with annual salary of \$52,620.01-\$63,632.82; Purchasing Manager be modified to a range 29 with annual salary of \$47,931.06-\$51,919.92; to be effective immediately.

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

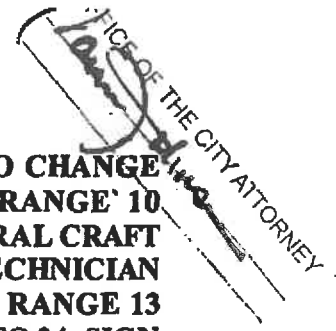
/tm

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 16, 2022

DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF ACCOUNTING CLERK I FROM 11 TO 18; ACCOUNTING CLERK II FROM 13 TO 20; ACCOUNTING TECHNICIAN FROM 17 TO 19; ACCOUNTANT I FROM 20 TO 22; ACCOUNTANT II FROM 21 TO 24; MAIL CLERK FROM 10 TO 13; BUYER FROM 17 TO 18; SENIOR BUYER FROM 19 TO 21; BUDGET ANALYST I FROM 20 TO 22; BUDGET ANALYST II FROM 21 TO 24; SENIOR BUDGET ANALYST FROM 23 TO 25; PAYROLL BENEFITS TECHNICIAN FROM 18 TO 19 FINANCE SUPERVISOR FROM 24 TO 25; ASSISTANT FINANCE MANAGER FROM 25 TO 30; FINANCE MANAGER FROM 29 TO 31; PURCHASING MANAGER FROM 26 TO 29	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government	
3.	Who will be affected	Department of Administration	
4.	Benefits		
5.	Schedule (beginning date)	Upon approval by the council	
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide	
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Department of Human Resources	
8.	COST	None	
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	Not applicable	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____



ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF BUILDING MAINTENANCE WORKER FROM RANGE 10 TO 17; ELECTRICIAN FROM RANGE 17 TO RANGE 23; GENERAL CRAFT APPRENTICE FROM RANGE 13 TO RANGE 17; MARKINGS TECHNICIAN FROM RANGE 12 TO RANGE 17; SIGN TECHNICIAN FROM RANGE 13 TO RANGE 17; MARKINGS SUPERVISOR FROM RANGE 19 TO 24; SIGN SHOP SUPERVISOR FROM RANGE 19 TO RANGE 24; SIGN INSTALLATION SUPERVISOR FROM RANGE 19 TO RANGE 24

WHEREAS, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y; and

WHEREAS, the Department of Public Works requested that the Department of Human Resources conduct a *salary survey* on the classification of: Building Maintenance Worker; Electrician; General Craft Apprentice; Markings Technician; Sign Technician; Markings Supervisor; Sign Shop Supervisor; Sign Installation Supervisor; and

WHEREAS, *salary survey* was conducted on the aforementioned classifications and inquires sent to: Baton Rouge, Louisiana and Little Rock, Arkansas; and

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the position of the **Building Maintenance Worker** was within the range of \$31,612.80-\$38,149.57; **Electrician** was within the range of \$39,125.55-\$50,458.32; **General Craft Apprentice** was within the range of \$31,148.71-\$38,423.87; **Markings Technician** was within the range of \$28,439.71-\$38,433.85; **Sign Technician** was within the range of \$29,176.42-\$38,816.41; **Markings Supervisor** was within the range of \$45,425.65-\$53,426.89; **Sign Shop Supervisor** was within the range of \$41,753.10-\$46,435.83; and **Sign Installation Supervisor** was within the range of \$42,423.71- \$46, 439.88; and

WHEREAS, it is recommended that the range established for the **Building Maintenance Worker** be modified to range 17 with annual salary of \$27,661.67-\$33,223.52; **Electrician** be modified to range 23 with annual salary of \$36,323.42-\$43,776.60; **General Apprentice** modified to range 17 with annual salary of \$27,661.67-\$33,223.52; **Markings Technician** be modified to range 17 with annual salary of \$27,661.67-\$33,223.52; **Sign Technician** modified to range 17 with annual salary of \$27,661.67-\$33,223.52; **Markings Supervisor** be modified to pay range 24 with annual salary of \$38,029.93-\$45,857.40; **Sign Shop Supervisor** be modified to range 24 with annual salary of \$38,029.93-\$45,857.40; **Sign Installation Supervisor** be modified to range 24 with annual salary of \$38,029.93-\$45,857.40; and

WHEREAS, the Department of Public Works has informed the Department of Human Resources that they have the monies in their budget to cover the recommended pay range increases;

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended that **Building Maintenance Worker** be modified to range 17 with annual salary of \$27,661.67-\$33,223.52; **Electrician** be modified to range 23 with annual salary of \$36,323.42-\$43,776.60; **General Apprentice** modified to range 17 with annual salary of \$27,661.67-\$33,223.52; **Markings Technician** be modified to range 17 with annual salary of \$27,661.67-\$33,223.52; **Sign Technician** modified to range 17 with annual salary of \$27,661.67-\$33,223.52; **Markings Supervisor** be modified to pay range 24 with annual salary of \$38,029.93-\$45,857.40; **Sign**

Shop Supervisor be modified to range 24 with annual salary of \$38,029.93-\$45,857.40; **Sign**
Installation Supervisor be modified to range 24 with annual salary of \$38,029.93-
\$45,857.40; and

IT IS FURTHER ORDERED that the pay plan amendments stated shall become effective immediately consistent with the provisions of Section 21-8-21(2).

By: T. Martin, Lumumba

MEMORANDUM

TO: Mayor Chokwe A. 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 AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF BUILDING MAINTENANCE WORKER FROM RANGE 10 TO 17; ELECTRICIAN FROM RANGE 17 TO RANGE 23; GENERAL CRAFT APPRENTICE FROM RANGE 13 TO 17; MARKINGS TECHNICIAN FROM RANGE 12 TO RANGE 17; SIGN TECHNICIAN FROM 13 TO RANGE 17; MARKINGS SUPERVISOR FROM RANGE 19 TO RANGE 24; SIGN SHOP SUPERVISOR FROM RANGE 19 TO RANGE 24; SIGN INSTALLATION SUPERVISOR FROM RANGE 19 TO RANGE 24 has been reviewed by me and is legally sufficient for adoption by the governing authorities.



Catona Martin, City Attorney



Date



Carrie Johnson, Deputy City Attorney



Date

FROM: Toya Martin, Director
Department of Human Resources

DATE: September 16, 2022

RE: ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF BUILDING MAINTENANCE WORKER FROM RANGE 10 TO 17; ELECTRICIAN FROM RANGE 17 TO RANGE 23; GENERAL CRAFT APPRENTICE FROM RANGE 13 TO RANGE 17; MARKINGS TECHNICIAN FROM RANGE 12 TO RANGE 17; SIGN TECHNICIAN FROM RANGE 13 TO RANGE 17; MARKINGS SUPERVISOR FROM RANGE 19 TO 24; SIGN SHOP SUPERVISOR FROM RANGE 19 TO RANGE 24; SIGN INSTALLATION SUPERVISOR FROM RANGE 19 TO RANGE 24

The Department of Human Resources is recommending that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended as follows: change the pay range of **Building Maintenance Worker** to be modified to range 17 with annual salary of \$27,661.67-\$33,223.52; **Electrician** be modified to range 23 with annual salary of \$36,323.42-\$43,776.60; **General Apprentice** modified to range 17 with annual salary of \$27,661.67-\$33,223.52; **Markings Technician** be modified to range 17 with annual salary of \$27,661.67-\$33,223.52; **Sign Technician** modified to range 17 with annual salary of \$27,661.67-\$33,223.52; **Markings Supervisor** be modified to pay range 24 with annual salary of \$38,029.93-\$45,857.40; **Sign Shop Supervisor** be modified to range 24 with annual salary of \$38,029.93-\$45,857.40; **Sign Installation Supervisor** be modified to range 24 with annual salary of \$38,029.93-\$45,857.40; to be effective immediately.

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

/tm

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 27, 2022

POINTS	COMMENTS	DATE
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1.	Brief Description/Purpose	ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF BUILDING MAINTENANCE WORKER FROM RANGE 10 TO 17; ELECTRICIAN FROM RANGE 17 TO RANGE 23; GENERAL CRAFT APPRENTICE FROM RANGE 13 TO RANGE 17; MARKINGS TECHNICIAN FROM RANGE 12 TO RANGE 17; SIGN TECHNICIAN FROM RANGE 13 TO RANGE 17; MARKINGS SUPERVISOR FROM RANGE 19 TO 24; SIGN SHOP SUPERVISOR FROM RANGE 19 TO RANGE 24; SIGN INSTALLATION SUPERVISOR FROM RANGE 19 TO RANGE 24																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government																																													
3.	Who will be affected	Department of Public Works																																													
4.	Benefits																																														
5.	Schedule (beginning date)	Upon approval by the council																																													
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide																																													
7.	<input type="checkbox"/> Action implemented by: § City Department <input type="checkbox"/> § Consultant	Department of Human Resources																																													
8.	COST	None																																													
9.	<input type="checkbox"/> Source of Funding § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	Not applicable																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td><td>_____ %</td><td>WAIVER</td><td>yes</td><td>_____</td><td>no</td><td>_____</td><td>N/A</td><td>_____</td> </tr> <tr> <td>AABE</td><td>_____ %</td><td>WAIVER</td><td>yes</td><td>_____</td><td>no</td><td>_____</td><td>N/A</td><td>_____</td> </tr> <tr> <td>WBE</td><td>_____ %</td><td>WAIVER</td><td>yes</td><td>_____</td><td>no</td><td>_____</td><td>N/A</td><td>_____</td> </tr> <tr> <td>HBE</td><td>_____ %</td><td>WAIVER</td><td>yes</td><td>_____</td><td>no</td><td>_____</td><td>N/A</td><td>_____</td> </tr> <tr> <td>NABE</td><td>_____ %</td><td>WAIVER</td><td>yes</td><td>_____</td><td>no</td><td>_____</td><td>N/A</td><td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
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WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF BENEFITS ADMINISTRATOR FROM RANGE 23 TO 27; HUMAN RESOURCES OFFICER FROM RANGE 24 TO 27; BENEFITS TECHNICIAN FROM RANGE 17 TO 19; EQUAL EMPLOYMENT OPPORTUNITY OFFICER FROM RANGE 26 TO 27; HUMAN RESOURCES CLERK FROM RANGE 16 TO 19

WHEREAS, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y; and

WHEREAS, the Department of Human Resources conducted a *salary survey* on the classification of: **Benefits Administrator; Human Resources Officer; Benefits Technician; Equal Employment Opportunity Officer; and Human Resources Clerk; and**

WHEREAS, *salary survey* was conducted on the aforementioned classifications and inquires sent to: Savannah, Georgia; Baton Rouge, Louisiana and Little Rock, Arkansas; and

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the position of the **Benefits Administrator** was within the range of \$46,772.88-\$61,008.41; **Human Resources Officer** was within the range of \$48,426.52-\$63,196.14; **Benefits Technician** was within the range of \$31,148.21-\$38,435.87; **Equal Opportunity** was within the range of \$42,302.65-\$49,493.25; **Human Resources Clerk** was within the range of \$39,439.59-\$47,236.17; and

WHEREAS, it is recommended that the range established for the **Benefits Administrator** be modified to range 27 with annual salary of \$43,678.69-\$52,738.24; **Human Resources Officer** be modified to range 27 with annual salary of \$43,678.69-\$52,738.24; **Benefits Technician** modified to range 19 with annual salary of \$30,272.90-\$36,404.94; **Equal Employment Opportunity Officer** be modified to range 27 with annual salary of \$43,678.69-\$52,738.24; **Human Resources Clerk** modified to range 19 with annual salary of \$30,272.70-\$36,404.94; and

WHEREAS, the Department of Human Resources has the monies in their budget to cover the recommended pay range increases;

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended that **Benefits Administrator** be modified to range 27 with annual salary of \$43,678.69-\$52,738.24; **Human Resources Officer** be modified to range 27 with annual salary of \$43,678.69-\$52,738.24; **Benefits Technician** modified to range 19 with annual salary of \$30,272.90-\$36,404.94; **Equal Employment Opportunity Officer** be modified to range 27 with annual salary of \$43,678.69-\$52,738.24; **Human Resources Clerk** modified to range 19 with annual salary of \$30,272.70-\$36,404.94; and

IT IS FURTHER ORDERED that the pay plan amendments stated shall become effective immediately consistent with the provisions of Section 21-8-21(2).

Agenda No. 18
9.27.2022
(Martin, Lumumba)

Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY

This ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF BENEFITS ADMINISTRATOR FROM RANGE 23 TO 27; HUMAN RESOURCES OFFICER FROM RANGE 24 TO 27; BENEFITS TECHNICIAN FROM RANGE 17 TO 19; EQUAL EMPLOYMENT OPPORTUNITY OFFICER FROM RANGE 26 TO 27 ; HUMAN RESOURCES CLERK FROM RANGE 16 TO 19 has been reviewed by me and is legally sufficient for adoption by the governing authorities.


Caroria Margin, City Attorney

9/21/22
Date


Carrie Johnson, Deputy City Attorney

9/19/2022
Date

OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Toya Martin, Director
Department of Human Resources

DATE: September 16, 2022

RE: ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF BENEFITS ADMINISTRATOR FROM RANGE 23 TO 27; HUMAN RESOURCES OFFICER FROM RANGE 24 TO 27; BENEFITS TECHNICIAN FROM RANGE 17 TO 19; EQUAL EMPLOYMENT OPPORTUNITY OFFICER FROM RANGE 26 TO 27; HUMAN RESOURCES CLERK FROM RANGE 16 TO 19

The Department of Human Resources is recommending that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended as follows: **Benefits Administrator** be modified to range 27 with annual salary of \$43,678.69-\$52,738.24; **Human Resources Officer** be modified to range 27 with annual salary of \$43,678.69-\$52,738.24; **Benefits Technician** modified to range 19 with annual salary of \$30,272.90-\$36,404.94; **Equal Employment Opportunity Officer** be modified to range 27 with annual salary of \$43,678.69-\$52,738.24; **Human Resources Clerk** modified to range 19 with annual salary of \$30,272.70-\$36,404.94; to be effective immediately.

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

/trn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 27, 2022
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF BENEFITS ADMINISTRATOR FROM RANGE 23 TO 27; HUMAN RESOURCES OFFICER FROM RANGE 24 TO 27; BENEFITS TECHNICIAN FROM RANGE 17 TO 19; EQUAL EMPLOYMENT OPPORTUNITY OFFICER FROM RANGE 26 TO 27; HUMAN RESOURCES CLERK FROM RANGE 16 TO 19
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government
3.	Who will be affected	Department of Human Resources
4.	Benefits	
5.	Schedule (beginning date)	Upon approval by the council
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: § City Department § Consultant	Department of Human Resources
8.	COST	None
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding § General Fund § Grant § Bond § Other	Not applicable
10.	EBO participation	ABE _____% WAIVER yes _____ no _____ N/A _____ AABE _____% WAIVER yes _____ no _____ N/A _____ WBE _____% WAIVER yes _____ no _____ N/A _____ HBE _____% WAIVER yes _____ no _____ N/A _____ NABE _____% WAIVER yes _____ no _____ N/A _____

ORDER AMENDING THE AUGUST 30, 2021 ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH COLONIAL MART RETAIL, LLC TO PROVIDE RETAIL AND OFFICE SPACE FOR THE CITY OF JACKSON POLICE DEPARTMENT, PRECINCT 4 TO APPROVE AN ACQUISITION TO REFLECT LBD PROPERTIES LLC, AS THE NEW OWNER AND TO RATIFY AND AUTHORIZE PAYMENT TO LBD PROPERTIES LLC, FOR SERVICES RENDERED

OFFICE OF THE CITY ATTORNEY
9/20/2022

WHEREAS, the City of Jackson Police Department currently leases retail and office space for Precinct 4 at 5080 Parkway Drive, Jackson, Mississippi; and

WHEREAS, on August 30, 2021, the governing authorities authorized the Mayor to execute an agreement with Colonial Mart Retail, LLC to provide rental space for the City of Jackson Police Department, Precinct 4; and

WHEREAS, on April 6, 2022, an Omnibus Assignment was executed between Colonial Mart Retail, LLC and LBD Properties, LLC; and

WHEREAS, the Order authorized by governing authorities on August 30, 2021, should be amended to reflect LBD Properties, LLC as the lessor; and

WHEREAS, the LBD Properties LLC, has provided retail and office space to the Jackson Police Department, Precinct 4 at the rate of four thousand two hundred eighty-nine dollars (\$4,289.00) a month from May 1, 2022 through September 1, 2022, totaling twenty-one thousand four hundred forty-five dollars (\$21,445.00); and

WHEREAS, in order to ensure the continued lease agreement, the Jackson Police Department is requesting that the retail and office space lease be ratified to reflect LBD Properties LLC, as the new property and authorize a payment not to exceed twenty-one thousand four hundred forty-five dollars (\$21,445.00), for May 1, 2022 through September 1, 2022.

IT IS HEREBY ORDERED, that the August 30, 2021 Order which authorized the Mayor to execute a retail and office space lease agreement with Colonial Mart Retail, LLC, to provide rental space for the City of Jackson Police Department, Precinct 4 be amended to reflect LBD Properties LLC, as the lessor.

IT IS FURTHER ORDERED, the retail and office space lease agreement is ratified and payment made to LBD Properties LLC, Inc. for the services rendered from May 1, 2022 to September 1, 2022, at an amount not to exceed twenty-one thousand four hundred forty-five dollars.

Agenda No. 19
9.27.2022
(Davis, Lumumba)

Office of the City Attorney

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


OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE AUGUST 30, 2021 ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH COLONIAL MART RETAIL, LLC TO PROVIDE RETAIL AND OFFICE SPACE FOR THE CITY OF JACKSON POLICE DEPARTMENT, PRECINCT 4 TO APPROVE AN ACQUISITION TO REFLECT LBD PROPERTIES LLC, AS THE NEW OWNER AND TO RATIFY AND AUTHORIZE PAYMENT TO LBD PROPERTIES LLC, FOR SERVICES RENDERED** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Victoria James, Deputy City Attorney



VJ

9/21/22

Date

OFFICE OF THE CITY ATTORNEY
9/20/2022

Jackson Police Department



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

To: Chokwe A. Lumumba, Mayor

From: James E. Davis, Chief of Police

A handwritten signature in black ink, appearing to read "J.E. Davis", with the date "9-2-22" written to its right.

Date: September 2, 2022

Subject: ORDER AMENDING THE AUGUST 30, 2021 ORDER AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH COLONIAL
MART RETAIL, LLC

It is my recommendation that the Mayor amends the August 30, 2021 order authorizing the Mayor to execute an agreement with Colonial Mart Retail, LLC and ratified and payment to LBD Properties LLC, Inc. for services rendered.

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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 12, 2022
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	ORDER AMENDING THE AUGUST 30, 2021 ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH COLONIAL MART RETAIL, LLC TO PROVIDE RETAIL AND OFFICE SPACE FOR THE CITY OF JACKSON POLICE DEPARTMENT, PRECINCT 4 TO APPROVE AN ACQUISITION TO REFLECT LBD PROPERTIES LLC, AS THE NEW OWNER AND TO RATIFY AND AUTHORIZE PAYMENT TO LBD PROPERTIES LLC, FOR SERVICES RENDERED																																													
2. Public Policy Initiative <ul style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	QUALITY OF LIFE																																													
3. Who will be affected	JACKSON POLICE DEPARTMENT																																													
4. Benefits	PROVIDE RENTAL SPACE																																													
5. Schedule (beginning date)	UPON COUNCIL APPROVAL																																													
6. Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	ALL WARDS CITY WIDE N/A																																													
7. Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	JACKSON POLICE DEPARTMENT CITY LEGAL																																													
8. COST	Not to exceed \$21,445.00																																													
9. Source of Funding <ul style="list-style-type: none"> ▪ General Fund X ▪ Grant ▪ Bond ▪ Other 	Fund 001.442.44.6512																																													
10. EBO participation	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 5%;">yes</td> <td style="width: 5%;">_____</td> <td style="width: 5%;">no</td> <td style="width: 5%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 5%;">_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						

Insight Group for LBD PROPERTIES

PO Box 320157
Flowood, MS 39232
insightgroupacct@gmail.com



INVOICE

BILL TO
Trivia Jones
City of Jackson / Jackson Police Dept.
327 E. Pascagoula Street
Jackson, MS 39201

INVOICE 1004
DATE 05/01/2022
TERMS Due on receipt
DUE DATE 05/01/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/01/2022	Property Rent	Precinct 4 Unit 5080	1	4,289.00	4,289.00

BALANCE DUE **\$4,289.00**

Insight Group for LBD PROPERTIES

PO Box 320157
Flowood, MS 39232
insightgroupeccls@gmail.com



INVOICE

TO: Trivia Jones
City of Jackson / Jackson Police Dept.
327 E. Pascagoula Street
Jackson, MS 39201

UNIT: 1005
DATE: 06/01/2022
TERM: Due on receipt
DUE DATE: 06/01/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/01/2022	Property Rent	Precinct 4 Unit 5080	1	4,289.00	4,289.00
		BALANCE DUE			\$4,289.00

Insight Group for LBD PROPERTIES

PO Box 320157
Flowood, MS 39232
insightgroupacct@gmail.com



INVOICE

Bill To
Trivia Jones
City of Jackson / Jackson Police Dept.
327 E. Pascagoula Street
Jackson, MS 39201

Invoice # 1167
DATE 07/01/2022
SERIES
DUPLICATE
Due on receipt
07/01/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Property Rent	Unit rent Precinct 4	1	4,289.00	4,289.00
Please pay for your prompt response. BALANCE DUE					\$4,289.00

Insight Group for LBD PROPERTIES

PO Box 320157
Flowood, MS 39232
insightgroupacct@gmail.com



INVOICE

TO:
Trivia Jones
City of Jackson / Jackson Police Dept.
327 E. Pascagoula Street
Jackson, MS 39201

PHONE 1306
DATE 08/01/2022
TERMS Due on receipt
DUE DATE 08/01/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Property Rent	Unitrent Precinct 4	1	4,289.00	4,289.00

Thank you for your prompt payment

BALANCE DUE

\$4,289.00

Insight Group for LBD PROPERTIES

PO Box 320157
Flowood, MS 39232
insightgroupacct@gmail.com



INVOICE

BILL TO
Trivia Jones
City of Jackson / Jackson Police Dept.
327 E. Pascagoula Street
Jackson, MS 39201

INVOICE 1322
DATE 09/01/2022
TERMS Due on receipt
DUE DATE 09/01/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Property Rent	Unit rent Precinct 4	1	4,289.00	4,289.00

Thank you for your prompt payment.

BALANCE DUE

\$4,289.00

IMPORTANT! Payments are due and payable on or before the 1st. Late payments received prior to the 10th of the month will not be charged a late fee. After the 10th, please add a \$50 late fee.



1st AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and entered into as of August 2021, by and between Colonial Mart Retail, LLC ("Lessor") and City of Jackson ("Lessee").

WHEREAS, on or about August 24, 2016, a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 5090 Parkway Drive Jackson, MS 39211 (the "Premises"), and

WHEREAS, Lessor and Lessee have checked have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

TERM: The Expiration Date is hereby advanced extended to August 31, 2025

AGREED USE: The Agreed Use is hereby modified to: Police Precinct - Airport Office

BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: \$4,889.50/month - (no adjustment) - rate remains same as original lease

OTHER: TERMINATION OPTION - RIGHT TO TERMINATE

Lessee shall provide written notice to Lessor of its intent to terminate the lease ("Lease Termination Notice") with the termination to be effective as of August 31 of the then current lease term year ("Lease Termination Date") on or before the date which is six (6) months prior to the end of the current lease term year ("Lease Termination Notice Date"). Failure to provide written notice on or before the Lease Termination Date will disallow termination at the end of that current lease term year.

If Lessee elects to exercise the Termination Option, Lessee shall pay to Lessor, up on the Lease Termination Date a Lease Termination Fee equivalent to one thousand dollars (\$1,000.00) for each unexpired year of the term remaining after the Lease Termination Date

Table with 3 columns: Termination Notice Date, Lease Termination Date, Termination Fee. Rows include dates from February 28, 2022 to February 28, 2025 with corresponding fees of \$4,000.00 to \$1,000.00.

This Amendment shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Amendment and any uncertainty and ambiguity shall not be interpreted against any one party. Signatures to this Amendment accomplished by means of electronic signature or similar technology shall be legal and binding.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

EXECUTED as of the day and year first above written.

By Lessor: Colonial Mart Retail, LLC

By: R&R Equities, LLC
Name Printed: it's Managing Member
Title:
Phone:
Fax:
Email:

By: David C. Robertson
Name Printed: David C. Robertson
Title: Manager
Phone: 601-859-0191
Fax:
Email:
Address:
Federal ID No.:

By Lessee: City of Jackson
By: [Signature]
Name Printed: Chckwa L. Lue
Title: Mayor
Phone:
Fax:
Email:

By: James E. Davis
Name Printed: James E. Davis
Title: Chief of Police
Phone:
Fax:
Email:
Address:
Federal ID No.:

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FIVE (5) YEAR LEASE AGREEMENT FOR THE LEASE OF OFFICE SPACE FOR PRECINCT 4.

WHEREAS, the City of Jackson Police Department currently leases space for Precinct 4 at 5080 Parkway Drive, Jackson, Mississippi, and

7/27

WHEREAS, the current lease is set to expire on August 31, 2021, and

WHEREAS, Colonial Mart Retail, LLC has offered the 1st Amendment to Lease for a term of five (5) years at a cost of \$4,289.00, with an option to terminate at the end of each year at a cost of \$1000 per year for each year remaining in the lease, and

WHEREAS, the City of Jackson Police Department has funds in its General Fund to cover this expense.

IT IS HEREBY ORDERED that the Mayor be authorized to execute a lease agreement with Colonial Mart Retail LLC for five (5) years.

Council Member Foote moved adoption; **Council Member Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay, and Stokes.
Nays – None.
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 Regular Council Meeting on August 31, 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.

OMNIBUS ASSIGNMENT

THIS AGREEMENT, made and entered into on this 6th day of April, 2022, by and between Colonial Mart Retail, LLC, a Mississippi limited liability company ("Assignor") and LBD Properties, LLC, a Mississippi limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns certain property in City of Jackson, Hinds County, Mississippi, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes ("Leased Premises"), which is under lease pursuant to lease agreements executed between the Assignor and the tenants as listed on Exhibit "B" and incorporated herein by reference for all purposes (the "Lease Agreements"); and

WHEREAS, Assignor has contracted with Assignee for the purchase of the Leased Premises; and

WHEREAS, Assignor desires to assign and transfer all of its rights, title and interest in the Lease Agreements to Assignee; and

WHEREAS, Assignor desires to assign and transfer all of its rights, title and interest in any other beneficial contracts or agreements associated with the Leased Premises to Assignee; and

WHEREAS, Assignor and Assignee agree that all rental, and CTI/CAM payments for April will be collected by the Assignor and prorated as of the settlement date of April 6, 2022 and that all deposits will be transferred to Assignee at closing.

NOW, THEREFORE, in consideration of the mutual obligations of the parties and other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Assignor agrees and does hereby transfer and assign unto Assignee all of its right, title and interest in and to the Lease Agreements.
2. Assignee agrees and does hereby accept the transfer and assignment of said Lease Agreements.
3. Assignee further agrees to perform all of Assignor's obligations set forth in said Lease Agreements.
4. Assignor agrees and does hereby transfer and assign unto Assignee all of its right, title and interest in and to any other beneficial contracts or agreements associated with the Leased Premises.
5. Assignor and Assignee agree that all rental and CTI/CAM payments for April will be collected by the Assignor and prorated as of the settlement date of April 6, 2022 and that all deposits will be transferred to Assignee at closing.
6. Assignor acknowledges that the intent of this Assignment Agreement is to assign unto Assignee all of its right, title and interest in and to the Lease Agreements and any other beneficial contracts or agreements associated with the Leased Premises as of the settlement date of April 6, 2022, whether correctly described herein or not.
7. Notwithstanding any of the above, this Assignment does not include any past due rental or CTI/CAM payments due to the Assignor as of the closing date of April 6, 2022.

Executed on this the 6th day of April, 2022.

ASSIGNOR:

Colonial Mart Retail, LLC, a Mississippi limited liability company



By: David Robertson, Manager of R&B Equities, LLC, the Manager of Colonial Mart Retail, LLC

ASSIGNEE:

LBD Properties, LLC, a Mississippi limited liability company



William F. Johnson, Member-Manager

ORDER AUTHORIZING THE CITY OF JACKSON TO ACCEPT PREMIUM PAY FROM THE STATE OF MISSISSIPPI TO IMPLEMENT HOUSE BILL 1427 TO PROVIDE FUNDS TO ELIGIBLE FIRE FIGHTERS AS PREMIUM PAY

WHEREAS, House Bill 1427 (HB1427) was enacted on July 1, 2022, establishing the American Rescue Plan Act; and

WHEREAS, the American Rescue Plan Act directs the State Fiscal Officer to transfer fund out of the Coronavirus State Fiscal Recovery Fund to the special fund created by the American Rescue Plan Act; to create the “Mississippi Law Enforcement and Fire Fighters Premium Pay Fund” as a special fund in the State Treasury to be administered by the Department of Public Safety for the purpose of providing funds to law enforcement officers and fire fighters as premium pay for their efforts during COVID-19 and for related purposes; and

WHEREAS, American Rescue Plan Act funds are specifically targeted toward assisting with premium pay for law enforcement officers and fire fighters in the State of Mississippi; and

WHEREAS, funds provided in the American Rescue Plan Act provide premium pay to all eligible law enforcement officers and fire fighters for their heightened risk during the on-going federal COVID-19 health emergency; and

WHEREAS, the fund shall be maintained by the State Treasurer as a separate and special fund, separate and apart from the General Fund of the state and monies shall be disbursed by the Department of Public Safety; and

WHEREAS, eligible individuals must be certified full-time and part-time law enforcement officers and certified full-time and part-time fire fighters who are currently serving in the state of Mississippi as of July 1, 2022; and

WHEREAS, Captains and Lieutenants who currently receive premium pay from the American Rescue Plan Act funds in their bi-weekly pay are not eligible to receive funds from HB1427; and

WHEREAS, Captains and Lieutenants who do not currently receive premium pay from the American Rescue Plan Act funds in their bi-weekly pay may be eligible to receive funds from HB1427; and

WHEREAS, per the Grants Administrator with the Department of Public Safety, all City of Jackson certified fire fighters who received the Coronavirus Aid funds on May 9, 2020 in the amount of six hundred dollars (\$600.00) may only be eligible to receive four hundred dollars (\$400.00) of the one thousand dollars (\$1000.00) approved by HB1427; and

WHEREAS, each department must provide the Department of Public Safety, with a list of all eligible recipients in their fire department, along with a signed affidavit from the department and each eligible recipient certifying their acceptance of the terms and conditions for receiving premium pay; and

Agenda No. 20
9.27.2022
(Owens, Lumumba)

WHEREAS, all eligible recipients are required to participate in a COVID-19 training course and provide the Department of Public Safety with a certificate of completion; and

WHEREAS, all records pertaining to premium pay must be kept by the department for a minimum of four years and will be subject to audit from the Mississippi Office of the State Auditor and/or federal auditors.

IT IS HEREBY ORDERED that the Mayor be authorized to accept funds from the state of Mississippi to implement House Bill 1427 for all eligible certified fire fighters.

Item No. _____

Agenda Date: _____

By: Owens, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 30, 2022
DATE

POINTS		COMMENTS				
1.	Brief Description/Purpose	ORDER AUTHORIZING THE CITY OF JACKSON TO ACCEPT PREMIUM PAY FROM THE STATE OF MISSISSIPPI TO IMPLEMENT HOUSE BILL 1427 TO PROVIDE FUNDS TO ELIGIBLE FIRE FIGHTERS AS PREMIUM PAY				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Neighborhood Enhancement and Quality of Life				
3.	Who will be affected	Citizens of Jackson and the Metro Area				
4.	Benefits	To provide exceptional emergency service to citizens and community				
5.	Schedule (beginning date)	N/A				
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS CITY WIDE				
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Fire Department				
8.	COST					
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other	Grant Funded (HB1427) Mississippi Legislature 2022 Regular Session				
10.	EBO participation	ABE _____%	WAIVER	yes _____	no _____	N/A _____
		AABE _____%	WAIVER	yes _____	no _____	N/A _____
		WBE _____%	WAIVER	yes _____	no _____	N/A _____
		HBE _____%	WAIVER	yes _____	no _____	N/A _____
		NABE _____%	WAIVER	yes _____	no _____	N/A _____

By: Representative Read

To: Appropriations

HOUSE BILL NO. 1427
(As Sent to Governor)

1 AN ACT TO CREATE THE "MISSISSIPPI LAW ENFORCEMENT AND FIRE
2 FIGHTERS PREMIUM PAY PROGRAM" TO BE ADMINISTERED BY THE DEPARTMENT
3 OF PUBLIC SAFETY FOR THE PURPOSE OF PROVIDING FUNDS TO LAW
4 ENFORCEMENT OFFICERS AND FIRE FIGHTERS AS PREMIUM PAY FOR THEIR
5 EFFORTS DURING THE COVID-19 PANDEMIC; AND FOR RELATED PURPOSES.

6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

7 SECTION 1. The federal COVID-19 public health emergency
8 continues to create significant exposure and risk to law
9 enforcement officers and fire fighters in the State of
10 Mississippi. American Rescue Plan Act funds are specifically
11 targeted toward assisting with premium pay for such public safety
12 workers. The program created in this act provides for necessary
13 expenditures related to COVID-19, the purpose of which is to
14 provide law enforcement officers and fire fighters with premium
15 pay for their heightened risk during the ongoing federal COVID-19
16 public health emergency.

17 SECTION 2. (1) There is created the "Mississippi Law
18 Enforcement and Fire Fighters Premium Pay Program," which shall be
19 administered by the Department of Public Safety to provide premium



20 pay to those law enforcement officers and fire fighters in the
21 State of Mississippi as provided for in subsection (2) of this
22 section. Monies disbursed by the Department of Public Safety
23 under this section shall be disbursed in compliance with all
24 requirements and/or conditions on funds appropriated from the
25 Coronavirus State Fiscal Recovery Fund for the program established
26 under this section.

27 (2) The program shall be funded from monies appropriated by
28 the Legislature from the Coronavirus State Fiscal Recovery Fund
29 for that purpose. The Department of Public Safety shall
30 distribute the monies for the program in accordance with the
31 following:

32 (a) One Thousand Dollars (\$1,000.00) of premium pay
33 shall be paid to each eligible individual.

34 (b) Eligible individuals are all certified, full-time
35 and part-time law enforcement officers and certified, full-time
36 and part-time fire fighters who are serving in the State of
37 Mississippi on the effective date of this act, except those
38 excluded under paragraph (c) of this subsection (2). If a person
39 is an eligible individual in more than one (1) position covered
40 under this paragraph, that person shall only be eligible for one
41 (1) payment of premium pay under paragraph (a) of this subsection.

42 (c) Any law enforcement officer who received hazard pay
43 from the Governor's discretionary funds authorized by the

44 Legislature from the federal Coronavirus Aid, Relief and Economic
45 Security Act is not eligible to receive monies under this act.

46 (d) The department also shall distribute monies to
47 counties, municipalities and other governmental entities that,
48 before the effective date of this act, paid premium pay to law
49 enforcement officers and fire fighters employed by them from funds
50 received under the federal American Rescue Plan Act, to reimburse
51 those governmental entities for not more than One Thousand Dollars
52 (\$1,000.00) of the amount of premium pay that the governmental
53 entity paid to each recipient.

54 **SECTION 3.** This act shall take effect and be in force from
55 and after July 1, 2022.



Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE CITY OF JACKSON TO ACCEPT PREMIUM PAY FROM THE STATE OF MISSISSIPPI TO IMPLEMENT HOUSE BILL 1427 TO PROVIDE FUNDS TO ELIGIBLE FIRE FIGHTERS AS PREMIUM PAY** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Date

9/7/22

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
9/27/2022

ORDER RATIFYING THE ACCEPTANCE OF SERVICES RENDERED FROM MORRIS & MCDANIEL, INC AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF \$5,000.00

WHEREAS, City of Jackson Fire Department requires pre-employment testing and psychological evaluations for all potential recruits, and

WHEREAS, Morris & McDaniel has provided said services for the City of Jackson Fire Department; and

WHEREAS, past charges incurred on November 19, 2021, December 14, 2021, and January 11, 2022 for services rendered by Morris & McDaniel are Five Thousand Dollars (\$5,000.00), and

WHEREAS, the last executed contract with Morris & McDaniel was dated June 1, 2018, and terminated upon final payment by the City of Jackson after the receipt of the validation reports from consultant; and

WHEREAS, the City of Jackson Fire Department stated there was not active contract at the time said services were rendered; 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.

WHEREAS, it is in the best interest of public health, safety, and welfare of the citizens and visitors of Jackson for the Mayor to approve this ratification to continue a working relationship with said vendor which will aid in keeping the department properly staffed; and

IT IS HEREBY ORDERED that the past services received from Morris & McDaniel, Inc be ratified and authorized to be paid from account 001.441.20.6419 in the amount not to exceed five thousand dollars (\$5,000.00).

APPROVED FOR AGENDA:

Agenda No. 21
9.27.2022
(Owens, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 26, 2022

DATE

POINTS		COMMENTS					
1.	Brief Description/Purpose	ORDER RATIFYING THE ACCEPTANCE OF SERVICES RENDERED FROM MORRIS & MCDANIEL, INC AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF \$5,000.00					
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	QUALITY OF LIFE					
3.	Who will be affected	JACKSON FIRE DEPARTMENT					
4.	Benefits	PROVIDE PRE-EMPLOYMENT TESTING AND PSYCHOLOGICAL EXAMS FOR POTENTIAL RECRUITS					
5.	Schedule (beginning date)	UPON COUNCIL APPROVAL					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS CITY WIDE N/A					
7.	Action implemented by: ▪ City Department ▪ Consultant	JACKSON FIRE DEPARTMENT CITY LEGAL					
8.	COST	NOT TO EXCEED \$ 5,000.00					
9.	Source of Funding ▪ General Fund X ▪ Grant ▪ Bond ▪ Other	Fund 001.442.40.6419					
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		AABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		WBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		HBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		NABE	_____ %	WAIVER	yes _____	no _____	N/A _____

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor City of Jackson

From: Willie Owens, Chief of Fire Department

Date: July 27, 2022

Re: Order Ratifying the Acceptance of Psychological Evaluation Services Rendered from Morris & McDaniel and Authorization of Payment

The Fire Department is requesting your authorization to ratify the acceptance of services and authorize payment to Morris & McDaniel in the amount of five thousand dollars (5,000). The payment represents services rendered November 19, 2021, December 14, 2021, and January 11, 2022 for potential fire recruits.

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

wo/ss

MORRIS & MCDANIEL, INC.

Invoice

117 South Saint Asaph Street
Alexandria, VA 22314

Invoice #: 21.476
Invoice Date: 11/9/2021
Due Date: 12/9/2021

Bill To:
JACKSON FIRE DEPARTMENT
KATRINA BARNES
P.O. BOX 17
JACKSON, MS 39205

P.O. Number:

Billing Inquires:
accounting@morrisandmcdaniel.com
703-836-3600 - Accounting

Description	Hours/Qty	Rate	Amount
PER CONTRACT WITH THE CITY OF JACKSON TO DEVELOP, VALIDATE, IMPLEMENT, AND ADMINISTER AN ON-LINE TESTING PROCESS FOR JACKSON FIRE RECRUITS.			
PSYCHOLOGICAL EVALUATIONS	17	200.00	3,400.00
TESTED 10/21/21			
TRAVONTE JONES ADRIAN DURR MATTHEW WILKINSON THOMAS CAIN JONATHAN COTTRELL ANTONIO MCGUFFEY ZHADARIAN HAYWOOD CHRISTOPHER BROWN RICARDO CATCHINGS JOSHUA JACKSON ZACHARY GUICE DEMAUJAE TOBIAS MATTHEW LLOYD CHARLES MAYFIELD TRISTON CUNNINGHAM ZHAQUA HAYWOOD JERRELL JONES			

PLEASE PRINT OR POUND IN THE FOLLOWING
PLEASE PRINT OR POUND IN THE FOLLOWING
MORRIS & MCDANIEL, INC.
C/O GIBBS & HERRICK BANK
P.O. BOX 17
PHONE: 703-836-3600

Total	\$3,400.00
Payments/Credits	\$0.00
Balance Due	\$3,400.00

MORRIS & MCDANIEL, INC.

Invoice

117 South Saint Asaph Street
Alexandria, VA 22314

Invoice #: 21.533
Invoice Date: 12/14/2021
Due Date: 1/14/2022

Bill To:
JACKSON FIRE DEPARTMENT
KATRINA BARNES
P.O. BOX 17
JACKSON, MS 39205

P.O. Number:

Billing Inquires:
accounting@morrisandmcdaniel.com
703-836-3600 - Accounting

Description	Hours/Qty	Rate	Amount
PER CONTRACT WITH THE CITY OF JACKSON TO DEVELOP, VALIDATE, IMPLEMENT, AND ADMINISTER AN ON-LINE TESTING PROCESS FOR JACKSON FIRE RECRUITS.			
PSYCHOLOGICAL EVALUATIONS	7	200.00	1,400.00
TESTED 12/08/21			
DONALD BUCKLEY JAYLON COLEMAN ODIS EASTERLING MALIK ROBINSON DAMIEN FERGUSON JABARI OMARI JESSE SLATER			

PLEASE REPROPER POSTING OF YOUR PAYMENT
PLEASE REMIT YOUR PAYMENT TO
MORRIS & MCDANIEL, INC.
CITIBURKE & HERBERT BANK
P.O. BOX 7910
PHILADELPHIA, PA 19106

Total	\$1,400.00
Payments/Credits	\$0.00
Balance Due	\$1,400.00

MORRIS & MCDANIEL, INC.

Invoice

117 South Saint Asaph Street
Alexandria, VA 22314

Invoice #: 22.027
Invoice Date: 1/11/2022
Due Date: 2/11/2022

Bill To:
JACKSON FIRE DEPARTMENT
KATRINA BARNES
P.O. BOX 17
JACKSON, MS 39205

P.O. Number:

Billing Inquires:
accounting@morrisandmdaniel.com
703-836-3600 - Accounting

Description	Hours/Qty	Rate	Amount
PER CONTRACT WITH THE CITY OF JACKSON TO DEVELOP, VALIDATE, IMPLEMENT, AND ADMINISTER AN ON-LINE TESTING PROCESS FOR JACKSON FIRE RECRUTTS.			
PSYCHOSOCIAL EVALUATIONS	1	200.00	200.00
12/30/21			
D'MARCUS GRIFFIN			

TO ENSURE PROPER POSTING OF YOUR PAYMENT
PLEASE REMIT YOUR PAYMENT TO
MORRIS & MCDANIEL, INC
C/O BURKE & HERBERT BANK
P.O. BOX 76407
PHILADELPHIA, PA 19176-0467


Total	\$200.00
Payments/Credits	\$0.00
Balance Due	\$200.00


Office of the City Attorney

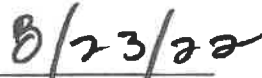
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING THE ACCEPTANCE OF PSYCHOLOGICAL EVALUATION SERVICES RENDERED FROM MORRIS & MCDANIEL, INC. AND PAYMENT AUTHORIZATION IN THE AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Victoria James, Deputy City Attorney 



Date

RECEIVED BY THE CITY ATTORNEY
8/23/22
vj

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH PARK GOLF INCORPORATED, AND LIFE ENHANCEMENT AND ACHIEVEMENT PROGRAM DOING BUSINESS AS FIRST TEE- CENTRAL MISSISSIPPI

OFFICE OF THE CITY ATTORNEY
CITY OF JACKSON, MISSISSIPPI
HARRIS LUMUMBA

WHEREAS, Park Golf Incorporated is a non-profit corporation organized under the laws of the State of Florida on or about February 19, 2021 pursuant to document number N21000001982 on file with the Florida Secretary of State; and

WHEREAS, Park Golf Incorporated has a principal address of 105 Spring Tide Way, Ponte Vedra Florida 32081; and

WHEREAS, the registered agent for Park Golf Incorporated is PBYA Corporate Services LLC, 200 S. Andrews Avenue, St. 600, Fort Lauderdale Florida 33301; and

WHEREAS, Life Enhancement and Achievement Program (LEAP) is a Mississippi non-profit corporation created in April 2017 that does business as The First Tee of Central Mississippi; and

WHEREAS, the registered agent for Life Enhancement and Achievement Program which does business as The First Tee of Central Mississippi is Elliot Flaggs, 125 Millhouse Drive, Vicksburg MS 39110; and

WHEREAS, the City of Jackson owns *undeveloped* public property located at *5055 Old Canton Road Jackson, Mississippi* in proximity to Parham Bridges Park; and

WHEREAS, Section 21-17-5 of the Mississippi Code vests care, management, and control of municipal property with the governing authorities; and

WHEREAS, Section 21-37-3 of the Mississippi Code vests in the governing authority full jurisdiction in matter of parks, including opening, laying out, and constructing same; and

WHEREAS, LEAP which does business as First Tee Central Mississippi is a youth development organization striving to develop character, confidence, and resilience in youth through a curriculum which incorporates golfing activities; and

WHEREAS, Park Golf Incorporated and Life Enhancement and Achievement Program approached the City of Jackson's Director of Parks and Recreation on the feasibility of clearing and developing the public property, which is located in proximity to the Parham Bridges Park playground area; and

WHEREAS, the Director of the Department of Parks and Recreation believes that the best interest of the City of Jackson, particularly its youthful citizens would be served by supporting the First Tee effort; and

WHEREAS, Park Golf Incorporated, LEAP and the First Tee leadership along with

Agenda No. 22
9.27.2022
(Harris, Lumumba)

SEP 11 2011
F THE CITY ATTORNEY

the Parks and Recreation Director have reached an understanding of the roles each will play in exploring the feasibility of developing the *undeveloped* public property; and

WHEREAS, the understanding is memorialized in a Memorandum of Understanding and contains the following provisions:

The purpose of this MOU is to define the roles of the parties related to creating a space for golf related activities on *undeveloped* public property located in proximity to Parham Bridges Park, in the City of Jackson, Mississippi.

The MOU defines only the roles of the parties related to the initial planning and development for the creation of the space and is not intended to have contractual and binding effect.

I. ROLE OF THE PARTIES

Park Golf

- Leads design related to the creation of a space which may be used for golf related activities on undeveloped public property located in proximity to Parham Bridges Park;
- Identifies sources of funding for the design, construction, and sourcing of the vendors, materials, supplies and maintenance of same;
- Communicates with First Tee-Central Mississippi and the City of Jackson on the status of the design, construction, and sourcing of vendors, materials, and supplies and efforts to secure funding;

First Tee – Central Mississippi

Supports facility development with local management and resources;

City of Jackson

- Grants Park Golf access to the undeveloped public property for the purpose of designing the space;
- Provide information regarding the securing of necessary permits;
- Reviews site plans and provides feedback to ensure that public works including water, sewer, utilities, and easements are adequately protected;

Mutual understandings

No construction will occur on the undeveloped public space until such time that the parties have entered into an agreement related to the control and ownership of any improvements and use of same as a public facility. Clearing of the undeveloped space to allow access for creating designs, determining the status of water, sewer, utilities, and easements is permitted and is not considered construction.

Each party will provide personnel and resources sufficient to fulfill the roles identified and will not seek

compensation or payment of any item of value in exchange for same.

IT IS HEREBY ORDERED, that the Mayor be authorized to execute a Memorandum of Understanding with Park Golf Incorporated and Life Enhancement Program doing business as First Tee.

(HARRIS, LUMUMBA)

Item No.:	
Date:	

[Handwritten Signature]
OFFICE OF THE CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING

OFFICE OF THE CITY ATTORNEY
[Signature]

This Memorandum of Understanding ("MOU") is between Park Golf Incorporated ("Park Golf"), Life Enhancement and Achievement Program which does business as First Tee – Central Mississippi ("First Tee") and the City of Jackson, Mississippi ("City of Jackson").

I. PURPOSE & SCOPE

The purpose of this MOU is to define the roles of the parties related to creating a space for golf related activities on undeveloped public property located in proximity to Parham Bridges Park, in the City of Jackson, Mississippi.

The MOU defines only the roles of the parties related to the initial planning and development for the creation of the space and is not intended to have contractual and binding effect.

II. ROLE OF THE PARTIES

Park Golf

- Leads design related to the creation of a space which may be used for golf related activities on undeveloped public property located in proximity to Parham Bridges Park;
- Identifies sources of funding for the design, construction, and sourcing of the vendors, materials, supplies and maintenance of same;
- Communicates with First Tee-Central Mississippi and the City of Jackson on the status of the design, construction, and sourcing of vendors, materials, and supplies and efforts to secure funding;

First Tee – Central Mississippi

Supports facility development with local management and resources;

City of Jackson

- Grants Park Golf access to the undeveloped public property for the purpose of designing the space;
- Provide information regarding the securing of necessary permits;
- Reviews site plans and provides feedback to ensure that public works including water, sewer, utilities, and easements are adequately protected;

Mutual understandings

No construction will occur on the undeveloped public space until such time that the parties have entered into an agreement related to the control and ownership of any improvements and use of same as a public facility.

Clearing of the undeveloped space to allow access for creating designs, determining the status of water, sewer, utilities, and easements is permitted and is not considered construction.

Each party will provide personnel and resources sufficient to fulfill the roles identified and will not seek compensation or payment of any item of value in exchange for same.

OFFICE OF THE CITY ATTORNEY
Dorcas Adams

III. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the date signed by the Mayor of the City of Jackson.

Park Golf Incorporated
David Schannon
Board Member | Park Golf Incorporated
105 Spring Tide Way
Ponte Vedra, FL 32081
617-947-5110
david.schannon@gmail.com

First Tee – Central Mississippi
Margo Coleman
Executive Director | First Tee -Central MS
4209 Lakeland Drive #304
Flowood, MS 39232
601-282-3506
margo@thefirstteecentralms.org

Signature: _____

Signature: _____

Date: _____

Date: _____

City of Jackson Mississippi
Mayor Chokwe Antar Lumumba
City of Jackson, Office of the Mayor
P. O. Box 17
Jackson, MS 39205-0017

Signature: _____

Date: _____

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



One City. One Area. One Destiny.

CITY ATTORNEY

Memo

TO: Mayor Lumumba
FROM: Ison B. Harris, Jr., Director
Department of Parks and Recreation
DATE: August 22, 2022
RE: Memorandum of Understanding for Park Golf and LEAP

I have been meeting with representatives from Park Golf Incorporated and Life Enhancement and Achievement Program which does business as First Tee-Central Mississippi on the feasibility of developing *undeveloped* public space located in proximity to Parham Bridges for golf related activity.

The agenda item which accompanies this memo would authorize you to execute a Memorandum of Understanding regarding the roles of the respective parties with respect to exploring the feasibility of developing the property and does not contain any contractual obligations.

Thank you.

IBHjr/sa

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE August 22, 2022

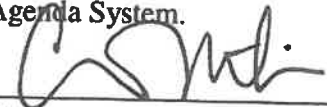
POINTS		COMMENTS																																													
1.	Brief Description	Order authorizes Mayor to execute a Memorandum of Understanding with Park Golf Incorporated and Life Enhancement and Achievement Doing Business as First Tee to define roles related to potential development of undeveloped public property situated near Parham Bridges Park																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Youth & Education Crime Prevention Quality of Life																																													
3.	Who will be affected	Park Golf Incorporated, First Tee, citizens of Jackson including youths																																													
4.	Benefits	Supports the mission of First Tee to build character, confidence, and resilience in youth and provides recreational and sporting activities for youth.																																													
5.	Schedule (beginning date)	Upon City Council Approval																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	1 – Public property in proximity to Parham Bridges Park																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	The Department of Parks & Recreation.																																													
8.	COST	N/A																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	N/A																																													
10	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <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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Office of the City Attorney

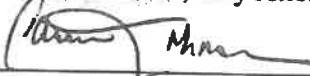
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This, **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH PARK GOLF INCORPORATED AND LIFE ENHANCEMENT AND ACHIEVEMENT PROGRAM INC., DOING BUSINESS AS FIRST TEE-CENTRAL MISSISSIPPI** has been reviewed by me and is legally sufficient for placement in the NOVUS Agenda System.



Catoria Martin, City Attorney



Carrie Johnson
Deputy City Attorney

9/8/22

Date

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MITCHELL STEWART FOR USE AND SPONSORING OF THE JACKSON ZOO PREMISES FOR THE BLUES AT THE ZOO EVENT TO BE HELD ON OCTOBER 1, 2022

OFFICE OF THE CITY ATTORNEY
CHIEF OF STAFF
JAMES HARRIS

WHEREAS, the City of Jackson owns premises located at 2918 West Capitol Street upon which a zoological park is located; and

WHEREAS, the care, management and control of the zoological park is vested in the City of Jackson pursuant to Section 21-17-5 of the Mississippi Code; and

WHEREAS, Mitchell Stewart submitted a proposal to the Department of Parks and Recreation concerning the sponsoring of a *Blues At the Zoo* event as a fundraiser to benefit the zoological park; and

WHEREAS, the *Blues at the Zoo* event will occur on October 1, 2022 from 12:00 noon until 10:00p.m.; and

WHEREAS, the City of Jackson authorizes Mitchell Stewart to use the facility commencing on October 1, 2022 and ending at 12:00 a.m. on October 2, 2022; and

WHEREAS, Mitchell Stewart will tender to the City of Jackson the sum of \$3,500.00 upon execution of the contract; and

WHEREAS, Mitchell Stewart will also pay the City of Jackson the sum of \$3.00 for each ticket sold at the gate or in advance by Mitchell Stewart; and

WHEREAS, Mitchell Stewart will tender to the City of Jackson guaranteed funds and a report of tickets sold on or before **October 10, 2022**; and

WHEREAS, tickets purchased in advance will cost \$25.00 and tickets purchased at the gate will cost \$40.00; and

WHEREAS, Mitchell Stewart will furnish security at its expense and also contract with the Hinds County Sheriff Department for the provision of security; and

WHEREAS, a copy of the contract with the Hinds County Sheriff's Department will be furnished to the City of Jackson;

WHEREAS, bathroom facilities will be furnished by Mitchell Stewart; and

WHEREAS, concession vendors will be allowed on the premises and will not be charged a booth fee by Mitchell Stewart; and

WHEREAS, vendors selling food and beverages on the premises will be permitted and licensed by the Mississippi Department of Health; and

WHEREAS, beer and wine may be sold at the event; and

WHEREAS, vendors selling beer and wine will be licensed by the Mississippi Bureau of Alcohol and Beverage Control; and

Agenda Item No. 23
9.27.2022
(Harris, Lumumba)

WHEREAS, municipal ordinances related to the sell and consumption of alcoholic beverages on the premises must be followed; and

WHEREAS, Mitchell Stewart shall be responsible for the promotion of the event and shall pay costs associated with the promotion of the event; and

WHEREAS, a certificate of liability insurance in the amount of \$1,000,000.00 will be provided to the City of Jackson prior to the event;

WHEREAS, Mitchell Stewart will indemnify the City of Jackson from any harm or loss arising out the performance of the agreement; and

WHEREAS, Mitchell Stewart will remove all trash, debris, and equipment from the premises prior to or upon expiration of the use period, which is 12:00 a.m. October 2, 2022; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the Mayor to execute an agreement with Mitchell Stewart for the hosting of the *Blues at the Zoo* event;

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute a contract with Mitchell Stewart for the *Blues at the Zoo* event.

OFFICE OF THE CITY ATTORNEY
[Signature]

**BLUES at the ZOO
FACILITY USE AGREEMENT FOR SPECIAL EVENT**

This agreement is made by and between the **City of Jackson, Mississippi**, a municipal corporation organized and existing according to the laws of the State of Mississippi hereinafter called "**City**", and **Mitchell Stewart**, hereinafter called "**User**".

WITNESSETH:

In consideration of mutual agreements related to the closing of the Jackson Zoo and use of the premises for a fundraising event, the parties hereto agree as follows:

Term of Use

The term of this agreement shall commence on **October 1, 2022** and end at 12:00 a.m. on October 2, 2022. The User will have access to the premises commencing on October 1, 2022 for the purpose of preparing stage, lighting, sound, and other equipment for the event.

Premises to Be Used.

The City of Jackson will provide User exclusive use of its facility located at 2913 West Capitol Street, Jackson Mississippi on October 1, 2022 for the purpose of sponsoring a fundraising event to benefit the Jackson Zoo. The event is titled "*Blues at the Zoo*". The permission granted to User should not be construed as granting Mitchell Stewart the exclusive right to sponsor any fundraising events at the facility.

Compensation and Revenue Sharing.

The User shall pay to the City of Jackson the sum of **three thousand five hundred dollars (\$3,500.00)** upon execution of the agreement. The parties agree that tickets sold at the gate will cost \$40.00 and tickets sold in advance will cost \$25.00. The City of Jackson will receive the sum of \$3.00 per ticket whether sold in advance or at the gate. The User shall tender guaranteed proceeds payable to the City of Jackson on or before **Monday, October 10, 2022** for all tickets sold along with a report of the number of tickets sold in advance and also those tickets sold at the gate.

Promotion and Advertising of Event

The User shall be responsible for advertising and promotion of the event. All costs associated with advertising and promoting the event shall be borne by User. Any promotion and advertisement by User which contains seals or emblems of

BLUES at the ZOO – FACILITY USE AGREEMENT

the City of Jackson must be submitted to the City of Jackson Division of Communications for approval prior to use.

User's Maintenance of Premises

The User agrees to ensure that the assigned areas are maintained in a neat and orderly appearance at all times. Garbage, debris, and trash will be removed from the premises at the conclusion of the event and at such other intervals necessary to ensure that the Zoo is clean, neat, and orderly.

Signs and Banners

Erection by the User of any sign or banner shall require the prior written approval of the City of Jackson Director of Parks and Recreation or his designee.

Utilities

The City of Jackson shall pay the expense of all utilities required for the facility's operation; however, the User shall be financially responsible for excessive electricity and water consumption at the Facility that exceeds \$1,500.00 as billed to the City, during the term of this Agreement.

Equipment/Uniforms/Personnel

The User shall provide all equipment, uniforms, and personnel necessary to operate its event.

Building Improvements

The User shall make no temporary or permanent physical improvements to the Facilities without first obtaining approval from the governing authorities. Any physical improvements made by the User shall be in compliance with all municipal building, plumbing, gas and electrical codes and shall become the property of the City.

Bathroom Facilities

The User will provide bathroom facilities for the event. Bathroom facilities will be clean, sanitary, and sufficiently stocked with toilet paper, paper towels, and anti-bacterial soap to meet the demands of event users.

Concessions

The User may enter into agreements for the sale of concessions by vendors. User may not charge a rental fee to vendors providing concessions. The City understands that the User intends to secure vendors for concessions solely for the convenience of attendees.

The User shall ensure that concessionaires serving food and beverages have been permitted by the Mississippi State Department of Health to serve food and beverage to the general public.

BLUES at the ZOO – FACILITY USE AGREEMENT

Beer and wine sales

Beer and wine may be sold on the premises. User and or any vendor engaged in the sell of beer or wine on the premises shall be licensed by the Mississippi Bureau of Alcohol Control. User shall provide to the City of Jackson a copy of the licenses of all vendors who will be engaged in the sell of beer or wine on or before **Thursday, September 29, 2022 at 12:00 noon**. The City of Jackson reserves the right to prohibit vendors from selling beer and wine on the premises. All municipal ordinances governing and consumption of alcoholic beverages on public property must be observed.

Vandalism

The User shall report all vandalism to the Director or his designee immediately upon its discovery. Thereafter, the User shall submit a written report of such vandalism.

Certificate of Liability Insurance Policy

The User shall provide the Director or his designee with a certificate of insurance evidencing comprehensive liability coverage naming the Jackson Zoo and the City of Jackson as co-insured in combined limits not less than \$1,000,000.00 for bodily injury and property damage.

Indemnification

The User agrees to indemnify, defend and hold harmless the City of Jackson, its officers, directors, stockholders, employees, agents, performers, and vendors thereof from and against any and all suits, actions, legal or administrative proceedings, claims, damages, demands, settlements, judgments, liabilities, interest, attorney's fees, losses, costs, and expenses of whatsoever kind or nature in any manner caused by any act, omission, or other fault of the User or any of its employees, or anyone acting under its direction, control or on its behalf in connection with or incidental to the performance of this Agreement. The User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement.

Miscellaneous

The User shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that act and regulation, no person in the United States shall, on grounds of race, color, age, sex, religion, handicap or national origin, be excluded from participation as a result of any use or activity by the user at the stated facility.

[Handwritten Signature]
OFFICE OF THE CITY ATTORNEY

BLUES at the ZOO – FACILITY USE AGREEMENT

C. J. Mason
OFFICE OF THE CITY ATTORNEY

Event Security

A full security team will be provided by Mitchell Stewart, and paid for by User. In addition, User agrees to coordinate a separate agreement with the Hinds County Sheriff Department to ensure sufficient security and manpower for parking, accidents, crowd control, stage access, and artist/entertainer arrival and departure and any necessary barriers or barricades. **This Agreement must be submitted to the City of Jackson Parks and Recreation Department by September 23, 2022.**

Termination of Use Agreement

The agreement will terminate at expiration of the term.

The City may terminate the agreement for cause prior to expiration of the term by the provision of 24 hours advance written notice.

Removal of Equipment

The User shall ensure that all equipment and personal property related to the event is removed from the premises, and the premises restored to original condition save for reasonable wear and tear at expiration of the term.

Notices

Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

City of Jackson Ison B. Harris, Jr., Director Department of Parks & Recreation 1000 Metro Drive, Suite 104 Jackson, MS 39209 iharris@jacksonms.gov 601-960-0716	Managing Partner Mitchell Stewart 1031 Easter Street Crystal Springs, MS 39059 mitchellstewart736@gmail.com 601-668-0160	With a Copy to: Office of the City Attorney 455 East Capitol Street Jackson, MS 39201 601-960-1799
--	--	--

Governing Law

This agreement shall be governed by the laws of the state of Mississippi.

Force Majeure

1.0 For the purpose of this Agreement, "Force Majeure" shall mean any act or event that has had or may reasonably be expected to have the effect of making the performance of any obligations hereunder impracticable, abnormally difficult, or unreasonably costly, if such act or event is beyond the reasonable

BLUES at the ZOO – FACILITY USE AGREEMENT

control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement. Such acts or events shall include, but not be limited to, the following:

- A. An act of God, epidemic, landslide, lightning, hurricane, tornado, severe wind storm, earthquake, fire, explosion, flood (including a flood which results from the rupture of any dam) or any similar occurrence, an act of public enemy, war, blockade, insurrection, riot, general arrest, sabotage, general unrest, or restraint of government and people, civil disturbance or any similar occurrence:
- B. The order of judgment of any federal, state or local court, administrative agency or governmental officer or body, if such order or judgment is not also the result of the willful or negligent action or failure to act of the party relying thereon; provided that the contesting in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action of such party;
- C. The suspension, termination, interruption, denial or failure of renewal or any permit, license, consent, authorization, or approval essential to the construction, operation, or maintenance of the Treatment and Pumping Facilities, if such act or event is not also the result of the willful or negligent action or failure to act of the party relying thereon, or of the inability to meet permit or license conditions or requirements, provided that the contesting in good faith of any such suspension, termination, interruption, denial or failure to renew shall not be construed as a willful or negligent action of such party:
- D. The failure of any subcontractor or supplier to perform or to furnish all labor, services, equipment, machinery, or materials if such failure shall be due to an event which would constitute an event of Force Majeure, as defined herein, and if no alternative subcontractor or supplier of such labor, services, equipment, machinery, or materials is reasonably available, and further provided such failure is not also the result of willful action or failure to act of the party relying thereon'
- E. Failure of any appropriate federal, state or local agencies or public or private utilities having operational jurisdiction in the area or location of any part of the Treatment or Pumping Facilities, or the City of Jackson, Mississippi, to provide and maintain all such utilities, if such failure is not the result of the willful or negligent action or failure to act of the party relying thereon.

[Handwritten signature]
OFFICE OF THE CITY ATTORNEY

BLUES at the ZOO – FACILITY USE AGREEMENT

1.1 Neither User or City shall be liable for failure to perform its obligations under this Agreement if the failure is the result of an incident of Force Majeure.

1.2 An incident of Force Majeure shall not relieve the parties from obligations not affected by the incident of Force Majeure.

Modification

This agreement may not be modified except upon the written consent of the parties.

Conclusiveness of agreement

This agreement contains the entire agreement of the parties. No oral or written representations made prior to execution of this agreement shall operate to modify the provisions of this agreement.

Severability

The provisions of this agreement are severable. If a provision in the agreement is deemed to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, then the unlawful provision shall not operate to invalidate the agreement. The agreement shall remain in full force and effect and shall be interpreted to the extent practical without the invalid agreement.

Remedies for Breach

The City shall be entitled to any and all remedies available at law or in equity, including but not limited to costs, attorneys fees, and expenses arising out of the breach of the agreement by User.

Waiver

The failure of the City to require a particular performance in one instance shall not be construed as a waiver of the right to require the particular performance on another occasion. A waiver of any performance must be in writing and authorized by the governing authorities for the City of Jackson at a lawfully call meeting of the Jackson City Council.

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

OFFICE OF THE CITY ATTORNEY

BLUES at the ZOO – FACILITY USE AGREEMENT

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

[Handwritten Signature]
OFFICE OF THE CITY ATTORNEY

BY: _____
Mitchell Stewart

DATE: _____

CITY OF JACKSON, MISSISSIPPI

BY: _____
Ison Harris, Director

DATE: _____

BY: _____
Chokwe Antar Lumumba, 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

[Handwritten signature]
OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This, **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MITCHELL STEWART FOR USE AND SPONSORING OF THE JACKSON ZOO PREMISES FOR THE BLUES AT THE ZOO EVENT TO BE HELD OCTOBER 1, 2022** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.

[Handwritten signature of Catoria Martin]

Catoria Martin, City Attorney

[Handwritten date: 9/16/22]

Date

[Handwritten signature of Carrie Johnson]

Carrie Johnson, Deputy City Attorney

[Handwritten date: 9/12/2022]

Date

9/11/22 CITY ATTORNEY

ORDER AUTHORIZING THE CONTRIBUTION OF FUNDS IN THE AMOUNT OF TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$2,500.00) TO VARIOUS ORGANIZATIONS TO ADVERTISE AND PUBLICLY PROMOTE THE JACKSON BICENTENNIAL AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH VARIOUS ORGANIZATIONS RECEIVING SAID FUNDS

WHEREAS, Section 17-3-1 of the Mississippi Code authorizes any municipality in the State of Mississippi to expend moneys, not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing favorable notice of the opportunities, possibilities, and resources of the municipality; and

WHEREAS, Section 17-3-3 of the Mississippi Code states that advertising includes expositions, public entertainment, or other forms of advertising or publicity which in the judgment of such board or boards, will be helpful toward advancing the moral, financial, and other interests of the municipality; and

WHEREAS, the governing authorities for the City of Jackson allocated monies in its budget for the 2021-2022 fiscal year to be expended to celebrate the City of Jackson's 200th birthday; and

WHEREAS, on August 10, 2022, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from potential organizations to promote a project or event that will benefit communities within the City of Jackson and garner awareness of the Jackson Bicentennial; and

WHEREAS, the allotted time to perform the event or project is from September 1, 2022, through December 31, 2022; and

WHEREAS, the monies will only be awarded to an organization that submitted a response that meets the Request for Proposal for Bicentennial Jackson Events' specifications; and

WHEREAS, the administration evaluated the applications and determined that the following entities are eligible to receive the funds in accordance with the Request for Proposal for Bicentennial Jackson Events and the Department of Human and Cultural Services recommends that the budgeted funds be awarded to the following organizations to celebrate and promote the Jackson Bicentennial:

Bicentennial Grants

1	Green Grass Acres James Ridgley Jr. 534 S Farish St. Jackson, MS 39201	\$2,500
---	--	---------

Agenda No. 24
9.27.2022
(Kidd, Lumumba)

2	Brookhallow Place Neighborhood Association Lee Unger P.O. Box 8583 Jackson, MS 39284	\$2,500
3	Jayne Avenue Neighborhood Association Zakiya Summers P.O. Box 3406 Jackson, MS 39207	\$2,500
4	Vibe Studio-The Mashup: Artist Exhibition and Mixer Alexis Noble 811 Foley St. Suite J Jackson MS 39202	\$2,500
5	"A Seat at the Table" Donyale Walls 5324 Jamaica Dr. Jackson, MS 39211	\$2,500
	Total	\$12,500

WHEREAS, the contribution of Two Thousand Five Hundred Dollars (\$2,500.00) to the above-referenced organizations will advance the municipality's moral, financial, and other interests and promote the City of Jackson as a venue for expositions and public entertainment.

THEREFORE, IT IS ORDERED that the sum of Two Thousand Five Hundred Dollars (\$2,500.00) shall be contributed to the above-referenced organizations for the purpose of advertising and bringing favorable notice of the opportunities, possibilities, and resources of the municipality.

IT IS FURTHER ORDERED that the contribution may be taken from Account # 047-40810-6812 in an amount not to exceed \$12,500.00.

IT IS THEREFORE ORDERED that the Mayor be authorized to enter into a Memorandum of Understanding with the above-referenced organizations to effectuate the purpose of this Order.

Item# _____

Date _____

By: Dorsey-Kidd, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET September 1, 2022 .


DATE

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO VARIOUS ORGANIZATIONS FOR THE PURPOSE OF SUPPORTING THE DEVELOPMENT OF THE ARTS OR SOCIAL AND COMMUNITY SERVICE PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS WITH THE ENTITIES RECEIVING MATCHING FUNDS
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1, 4,7
3.	Who will be affected	All citizens of Jackson
4.	Benefits	Providing educational and development opportunities for all Jackson Citizens that will also contribute in celebrating and recognizing the Bicentennial
5.	Schedule (beginning date)	September 1, 2022- December 31, 2022
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide Yes
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human and Cultural Services
8.	COST	Not to exceed \$12,500
9.	Source of Funding	

	<ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001-43300-6419																																								
10.	EBO participation	<table border="0" style="width: 100%;"> <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: 15%;">N/A</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> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</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> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	AABE	_____ %	WAIVER	yes	___	no	___	N/A	WBE	_____ %	WAIVER	yes	___	no	___	N/A	HBE	_____ %	WAIVER	yes	___	no	___	N/A	NABE	_____ %	WAIVER	yes	___	no	___	N/A
ABE	_____ %	WAIVER	yes	___	no	___	N/A																																			
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NABE	_____ %	WAIVER	yes	___	no	___	N/A																																			



MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Adriane Dorsey-Kidd 
Department of Human and Cultural Services
Date: September 1, 2022
Subject: City of Jackson Bicentennial Grant Program

This order simply is for the selected Bicentennial Grant receipts to complete related activities according to their qualified responses to the advertised RFP. The selected Bicentennial Grants are as follows:

- Green Grass Acres- to improve the physical and mental health of citizens in the community by providing free yoga classes to the community.
- "A Seat At a Table": To celebrate Jackson's Bicentennial through a brunch event held at the newly opened Soule Café that will pay tribute to some of Jackson's most notorious musicians. The event is put on by the Jackson Indie Music Week team.
- Vibe Studio The Mashup: Artist Exhibition and Mixer- To provide celebrate the rich cultural history of Jackson by amplifying artists and providing a platform to showcase their work.
- Brookhallow Place Neighborhood Association-to provide beautification of their neighborhood and co-branded Bicentennial signage to repair and replace Brookhallow Neighborhood signs.
- Jayne Avenue Community Center- to celebrate the city of Jackson through its "Coffee, Chat, and Crafts" a community program to celebrate the Bicentennial through craft making and celebrating local Jackson historical figures i.e. Margaret Walker Alexander. Due to funding timeline set backs and other factors, the design work has been delayed and we have moved beyond the period of performance allotted in the original order.

Each Grantee will receive \$2500 for their project from the City of Jackson from the Bicentennial Grant Program.

Please free to contact David Lewis with any questions or clarifications you may have.

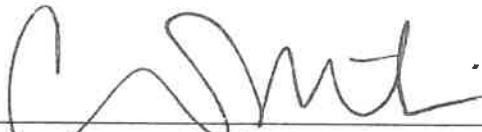
AK/jdl

Office of the City Attorney

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Post Office Box 2779
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Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE CONTRIBUTION OF FUNDS IN THE AMOUNT OF TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$2,500.00) TO VARIOUS ORGANIZATIONS TO ADVERTISE AND PUBLICLY PROMOTE THE JACKSON BICENTENNIAL AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH VARIOUS ORGANIZATIONS RECEIVING SAID FUNDS is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* stum

9/17/20
Date

OFFICE OF THE CITY ATTORNEY
9/15/20 J.M.

Business Services

Home (https://www.sos.ms.gov/business-services-regulation)	Business Search (https://corp.sos.ms.gov/corp/portal/c/page/corpbusinessidsearch/portal.aspx)
Business Filings (https://corp.sos.ms.gov/corp/portal/c/page/corpnwfilings/portal.aspx)	
Commercial Registered Agents (https://corp.sos.ms.gov/corp/portal/c/page/corpregisteredagent/portal.aspx)	
User Login (https://corp.sos.ms.gov/corp/portal/c/page/login/portal.aspx)	Filing Fees (https://www.sos.ms.gov/content/documents/Business/FeeSchedule.pdf)

Business Search

Business Name	Business ID	Officer Name	Registered Agent
Search Criteria			
<input checked="" type="radio"/> Starting With <input type="radio"/> All Words <input type="radio"/> Any Words <input type="radio"/> Exact Match <input type="radio"/> Exact Match			
Business Name: <input type="text" value="green grass acres"/>		View Filed Documents (#) Opt-in or Opt-out of Email updates (#) Print Business Details	
Search Type: Business Name Search Date: 09/09/2022 02:42 Criteria: green grass acres		Name History Name: Green Grass Acres LLC Search Sub-Type: Starting With Search Thru Date: 09/07/2022 Result(s) Count: 1 Name Type: Legal	

Business Name Search Results		Business Information	
		Business Type: Limited Liability Company	
Business Name (#)	Business ID (#)	Business ID (#)	Create Date (#)
Green Grass Acres LLC	1240105	1240105	10/07/2020
		Effective Date: 10/07/2020 State of Incorporation: Mississippi Principal Office Address: 534 S Farrah St Jackson, MS 39201	

Registered Agent

IT'S ALL ABOUT BUSINESS, Y'ALL!

James Watson, Jr.
 135 Houston Ave
 Jackson, MS 39209

NAME: JAMES WATSON, JR.
PHONE: 601-977-1111
EMAIL: jwatson@mississippi.gov
SEARCH BY: officer/officerName=James%20Watson, Jr.
 135 Houston Ave
 Jackson, MS 39209

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[Employment \(https://www.sos.ms.gov/contact-us/employment-opportunities\)](https://www.sos.ms.gov/contact-us/employment-opportunities) | [Online Services Directory \(https://www.sos.ms.gov/online-services-directory\)](https://www.sos.ms.gov/online-services-directory) | [Fees & Forms Directory \(https://www.sos.ms.gov/business-services/fees-forms-directory\)](https://www.sos.ms.gov/business-services/fees-forms-directory)

[82-County Tour \(https://www.sos.ms.gov/82-county-tour\)](https://www.sos.ms.gov/82-county-tour) | [How Do I...? \(https://www.sos.ms.gov/how-do-i\)](https://www.sos.ms.gov/how-do-i) | [Links \(https://www.sos.ms.gov/links\)](https://www.sos.ms.gov/links) | [Disclaimer \(https://www.sos.ms.gov/disclaimer\)](https://www.sos.ms.gov/disclaimer)

[f \(https://www.facebook.com/MississippiSecretaryofState\)](https://www.facebook.com/MississippiSecretaryofState) [t \(https://www.twitter.com/MississippiSOS\)](https://www.twitter.com/MississippiSOS) [e \(mailto:mississippi@sos.ms.gov\)](mailto:mississippi@sos.ms.gov) [i \(https://www.instagram.com/Mississippi_SOS\)](https://www.instagram.com/Mississippi_SOS)

[y \(https://www.youtube.com/channel/UCPDPPEfC4JfVXJunV_dg\)](https://www.youtube.com/channel/UCPDPPEfC4JfVXJunV_dg)

CITY OF JACKSON, MISSISSIPPI
DEPARTMENT OF HUMAN & CULTURAL SERVICES
FISCAL YEAR 2022-2023
BICENTENNIAL PROJECTS SOLICITATION



REQUEST FOR PROPOSALS

Bicentennial Jackson Events

ISSUE DATE: August 10th, 2022

SUBMISSION DEADLINE: August 30th, 2022



SUBMIT RESPONSES TO

**City of Jackson
Office of the City Clerk
219 South President Street
Jackson, Mississippi, 39201**

Chokwe Antar Lumumba, Mayor

REQUEST FOR PROPOSALS

I. Purpose

As Jackson celebrates its 200th year, we want to encourage communities across the city to reflect upon and celebrate the shared history and culture of Jackson, while envisioning a future for Jackson. The Bicentennial offers a unique opportunity to foster appreciation among Jacksonians for our city's remarkable story and educate people of all ages about the founding, growth, and evolution of the City.

Our hope is to inspire and empower local organizations throughout Jackson to develop events and/or bolster existing programs, etc. that help document, interpret, and explore community culture throughout the City.

These bicentennial grants will support a wide array of public events, programs, awareness, etc. All funding from this grant opportunity must relate to some aspect of Jackson, MS history, contemporary culture, the celebration of the city's bicentennial, including but not limited to storytelling, history, arts & culture; music & food; industry & entrepreneurship; and outdoors and recreation.

The maximum award is \$2,500.

The goal of the Jackson Bicentennial Grants program is to empower Jacksonians to explore the unique history and character of our city. Programs must take place from September 2022 - December 2022. These events should bring together communities, foster discussion, celebrate the city, and forge relationships between individuals, organizations, and regions.

Grant awards offered by the City of Jackson shall only represent supplemental funding for proposed projects and cannot be the sole funding source.

Example of eligible projects include: speaker series on city history/culture; social meet ups to promote the city of Jackson in Jackson specific establishments; creation of podcasts or websites on Jackson history/culture/foodways/architecture; digital projects on Jackson; art installations that highlight the culture of Jackson, writing and publication of city history; events that promote Jackson community life, living, and the creative economy; creation of films presenting local history or culture; events celebrating the cultural and artistic legacy of the City of Jackson. Programs should be educational in nature, though a small portion of the budget may be used for entertainment.

Eligibility to Apply

- Private nonprofit organizations
- Local historical societies
- Community and cultural organizations
- Educational and professional groups
- Museums
- Libraries
- Public agencies
- Neighborhood organizations
- Non-commercial radio and television stations

Bicentennial grants may not be used to support:

- Projects primarily intended to promote an organization or its programs.
- Salaries of employees associated with the applying organization or other overhead costs.
- Construction. Preservation or renovation of facilities or purchase of equipment.
- Alcoholic beverages
- Travel
- Individual research projects unless they are directly supporting a public program.
- Projects that advocate or promote a particular political, ideological, religious, or partisan point of view.

Individuals and for-profit groups are not eligible to apply for Bicentennial grants. While nonprofit organizations may collaborate informally to share grant funds, the name of only one organization may appear on the application. A staff member from that organization will be the lead organizer or project director.

II. Program Narrative

Agency Background

The program narrative must address the below requirements in sufficient detail and in the order and format shown. Proposals that fail to follow the format and respond to all proposal requirements shall be classified as non-responsive and shall receive reduced points and/or be rejected form consideration altogether.

Project Description and Design

Discuss the need for the proposed project/event. Explain how the project will benefit the community and garner awareness of the Jackson Bicentennial and how it benefits the community. Indicate if the proposed project is new or ongoing.

Provide a description of the project/event. The description shall contain all the elements needed to achieve the project's stated goals and objectives. Describe the proposed educational component, if planned. Explain how expected collaboration and/or coordination will occur with the City of Jackson Bicentennial. (e.g. local educational agency). Indicate if there will be a fee or charge for the public to participate. Describe any outreach or publicity efforts that will be used to attract people required to attend your event. Give the planned location of the project.

Justification of Need

Explain how the project will benefit the community in general and the proposed target population in particular, which—Jackson residents and community members. Indicate if the proposed project is new or ongoing.

III. Goals and Objectives

Outline the goals and the measurable objectives of the project.

Schedule of Activities

Essential to achieving the proposed goals and objectives of the project is a time line of key milestones, including project deliverables. Provide a time line that tracks when the major milestones and project dates will occur.

IV. Project Performance Period

The allotted time to have your event/project is within the time frame of September 1, 2022-December 31, 2022. Projects must be completed within this time period.

V. Management & Organizational Capacity

Provide an overview of the proposing organization, including agency experience in managing and operating similar programs. Also, submit the following:

1. Resumes of key personnel.
2. A current list of your board of directors, or key staff and/or officers.
3. One (1) current letter of support.

VI. Budget Summary and Budget Narrative

Budget Summary

Prepare a Budget Summary. The summary should include a breakdown of the various cost associated with the project/event.

Budget Narrative

Following the Budget Summary, include a budget narrative. The narrative must provide justification for all proposed costs. It must show how the applicant arrived at the total amount of the award.

See attachments section for all required forms that must be submitted with the proposal.

General Requirements

1. Reporting

The following are the reporting requirements for organizations awarded funds:

- a. Program/Project Status Report
- b. Final Expenditure Report
- c. Time Line of Key Milestones (Monthly Update)

2. Inspection and Monitoring

The City of Jackson or its authorized representatives will monitor the selected grantee's performance under the contract award and conduct project/event audits at reasonable times and provide technical assistance in the continuous development of the services proposed.

The selected grantee(s) shall make available to the City or its representatives during normal business hours, any and all reports, documents and records pertinent to the project for the purpose of inspecting, evaluating, auditing or copying such reports, documents and records.

VII. SUBMISSION REQUIREMENTS:

One (1) original and five (5) copies of your proposal must be submitted with a cover letter signed by the authorized official of the agency. Proposals are due in the City Clerk's Office no later than 3:30 p. m. on August 30th, 2022. Proposals will not be accepted after this deadline.

FOR HAND DELIVERY:

Submitter's Name
Address
Telephone Number

Request For Proposals
Bicentennial Grants
Human and Cultural Services Department

City of Jackson
City Clerk
219 S. President Street
Jackson, MS 39201

TO BE RECEIVED UNTIL
August 30th, 2022 @ 3:30PM, CST

Mailing Address:

City Clerk
City of Jackson
P.O. Box 17
Jackson, MS 39095

Submitters are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the inner and outer wrapper or envelope used by such service.

Questions regarding this request may be directed to Christina Spann at (601) 960-1537 or email 200ixn@gmail.com. If you do not have access to a printer and/or need a physical copy of this application, please pick one up at the Department of Human and Cultural Services at MetroCenter Mall, at Thalia Mara Hall or at the Hood Building across from City Hall.

DESCRIPTION OF FORMS

Proposal Submission Checklist: This form must be completed and submitted with your proposal. This checklist serves as a tool for ensuring that proposals comply fully with RFP guidelines.

Proposal Summary Form: This form provides an overall snapshot of your proposal. It must be completed and signed by the authorized official for your organization.

Budget Summary and Budget Narrative: The information should reflect the requested funds and matching funds comprising the total budget.

Proposal Selection Schedule: This is a tentative timetable for the selection of proposals for award of funding.

Evaluation Criteria Form: This form is used to read and score proposals.

ATTACHMENTS

**City of Jackson
Department of Human and Cultural Services
Cultural Services RFP**

PROPOSAL SUBMISSION CHECKLIST

The following check list must be submitted with your proposal. Please indicate by a check mark (✓) that your proposal complies with the RFP requirements.

- 1. One (1) original & (5) copies of the proposal, with signed cover letter by authorized official.
- 2. Current list of volunteer Board of Directors and Officers.
- 3. One (1) current letter of support.
- 4. Evaluation Criteria Form.

Place this information in the back of the proposal

*****NOTE: Failure to provide all documentation listed on the checklist will disqualify your proposal.***

**Cover Letter
(Proposal Summary)**

Complete the below summary information and submit with the proposal. You may also attach additional sheets, if necessary.

Proposing Organization _____

Address _____

Telephone Number _____ Fax Number _____

Email Address _____

Contact Person _____

I. Provide a concise and precise overview of your proposal to be reprinted for the general public if funded:

II. Special target group(s) planned for service:

III. Total Persons projected to benefit from service: _____

IV. Total funding request (City of Jackson) \$ _____

Total Agency Match (50%) cash only \$ _____

Grand Total Budget \$ _____

Authorized Signatory Official: _____

Typed Name _____

Title _____

Date _____

City of Jackson
 Department of Human and Cultural Services

Evaluation Criteria
Arts & Community Based Projects

Proposing Agency _____

Criteria	Maximum Points	Points Awarded
1. Agency Background. Agency proposal includes its community purpose and mission statement and description of activities and services provided.	15	
2. Relevance to Bicentennial. A majority of this evaluation will relate to the topic above and the way each entity creatively and effectively weave the city of Jackson and the goals of the Bicentennial into their proposal.	30	
3. Justification of Need. Proposal convincingly justifies the need for funding support relative to community and social benefit and the impact of funding on the level of services currently offered.	10	
4. Schedule of Activities. Proposal describes proposed services in detail and provides a timetable for implementation.	5	
5. Goals and Objectives. Outline the goals and measurable objective of the proposed project.	10	
6. Management of Organizational Capacity: An overview of the proposing organization including—if applicable agency experience in managing and operating similar programs. 1. Resumes of key personnel. 2. History of your organization 3. One (1) current letter of support.	15	
7. Budget. A. Budget Summary details how requested funds & matching funds will be used for Jackson Bicentennial events/activities. A detailed and specific budget narrative for the funding request and the agency's match contribution is provided. Narrative also details the cost basis and methods for determining the funding request.	15	
Total Points	100	

Evaluated By _____

Date _____

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "**City**", and **GREEN GRASS ACRES** hereinafter referred to as the "**Agency**," whose address is 534 S Farish Street, Jackson, MS, 39201 and

WHEREAS, Section 17-3-1 of the Mississippi Code Annotated (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 17-3-3 of the Mississippi Code states that advertising includes expositions, public entertainment, or other forms of advertising or publicity which in the judgment of such board or boards will be helpful toward advancing the moral, financial, and other interests of the municipality; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2022-2023 fiscal year for the promotion and development of the Jackson, MS through in Bicentennial Celebrations; and

WHEREAS, the City desires to award funding, on a reimbursement basis, to GREEN GRASS ACRES to provide support for OCTOBER 15, 2022- DECEMBER 17, 2022 to provide free yoga classes no matter the financial situation of Jackson's citizens.; and

WHEREAS, said grant is in the amount of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00).

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the GREEN GRASS ACRES agree as follows:

1. The Agency shall provide oversight and management of all activities for the provision for the October 15, 2022-December 17, 2022 Green Grass Acres, 534 S Farish St. Jackson, MS 39202.
2. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before January 31st, 2023. Any allocated funds not requested on or before January 31st, 2023 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
3. The City shall provide funds up to Two Thousand Five Hundred and Fifty Dollars and No Cents (\$2,500.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.

4. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before December 31st, 2022.
5. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
6. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
7. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
8. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
9. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
10. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
11. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
12. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
13. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
14. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2022.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

GREEN GRASS ACRES

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and Brookhallow Place Neighborhood Association hereinafter referred to as the "Agency," whose address is P.O. Box 8583 Jackson, MS 39284 and

WHEREAS, Section 17-3-1 of the Mississippi Code Annotated (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2022-2023 fiscal year for the promotion and development of the Jackson, MS through in Bicentennial Celebrations; and

WHEREAS, the City desires to award funding, on a reimbursement basis, to **BROOKHALLOW PLACE NEIGHBORHOOD ASSOCIATION** to provide support for December, 2022 to provide neighborhood signage for bea the neighborhood of Jackson's citizens.; and

WHEREAS, said grant is in the amount of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00).

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the **BROOKHALLOW PLACE NEIGHBORHOOD ASSOCIATION** agree as follows:

1. The Agency shall provide oversight and management of all activities for the provision for the December, 2022 Brookhallow Place Neighborhood Association
2. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before January 31st, 2023. Any allocated funds not requested on or before January 31st, 2023 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
3. The City shall provide funds up to Two Thousand Five Hundred and Fifty Dollars and No Cents (\$2,500.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
4. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before December 31st, 2022.
5. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years.

Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.

6. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
7. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
8. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
9. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
10. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
11. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
12. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
13. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
14. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the
_____ day of _____, 2022.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**BROOKHALLOW PLACE
NEIGHBORHOOD ASSOCIATION**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "**City**", and Jayne Avenue Neighborhood Association hereinafter referred to as the "**Agency**," whose address is P.O. Box 3406 Jackson, MS 39207 and

WHEREAS, Section 17-3-1 of the Mississippi Code Annotated (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 17-3-3 of the Mississippi Code states that advertising includes expositions, public entertainment, or other forms of advertising or publicity which in the judgment of such board or boards will be helpful toward advancing the moral, financial, and other interests of the municipality; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2022-2023 fiscal year for the promotion and development of the Jackson, MS through in Bicentennial Celebrations; and

WHEREAS, the City desires to award funding, on a reimbursement basis, to JAYNE AVENUE NEIGHBORHOOD ASSOCIATION to provide support for November 2022 for their "Coffee, Chat, and Crafts" event.; and

WHEREAS, said grant is in the amount of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00).

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the JAYNE AVENUE NEIGHBORHOOD ASSOCIATION agree as follows:

1. The Agency shall provide oversight and management of all activities for the provision for the November, 2022 Jayne Avenue Neighborhood Association "Coffee, Chat, and Crafts" event
2. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before January 31st, 2023. Any allocated funds not requested on or before January 31st, 2023 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
3. The City shall provide funds up to Two Thousand Five Hundred and Fifty Dollars and No Cents (\$2,500.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.

4. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before December 31st, 2022.
5. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
6. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
7. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
8. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
9. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
10. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
11. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
12. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
13. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
14. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the

_____ day of _____, 2022.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**JAYNE AVENUE NEIGHBORHOOD
ASSOCIATION**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as “City”, and Vibe Studio hereinafter referred to as the “Agency,” whose address is 811 Foley St. Suite J Jackson MS 39202 and

WHEREAS, Section 17-3-1 of the Mississippi Code Annotated (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 17-3-3 of the Mississippi Code states that advertising includes expositions, public entertainment, or other forms of advertising or publicity which in the judgment of such board or boards will be helpful toward advancing the moral, financial, and other interests of the municipality; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2022-2023 fiscal year for the promotion and development of the Jackson, MS through in Bicentennial Celebrations; and

WHEREAS, the City desires to award funding, on a reimbursement basis, to Vibe Studio to provide support for November 2022 to provide an opportunity for artists around Jackson to showcase their works as it represents the citys Bicentennial; and

WHEREAS, said grant is in the amount of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00).

WITNESSETH: NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the **VIBE STUDIO** agree as follows:

1. The Agency shall provide oversight and management of all activities for the provision for the November 2022 **VIBE STUDIO** Artist Mashup.
2. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before January 31st, 2023. Any allocated funds not requested on or before January 31st, 2023 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
3. The City shall provide funds up to Two Thousand Five Hundred and Fifty Dollars and No Cents (\$2,500.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
4. This MOU shall be effective as of the date of the Jackson City Council’s action awarding the funds and end on or before December 31st, 2022.

5. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
6. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
7. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
8. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
9. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
10. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
11. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
12. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
13. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
14. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2022.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

VIBE STUDIO

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "**City**", and **JACKSON INDIE MUSIC WEEK** hereinafter referred to as the "**Agency**," whose address is 811 Foley St. Suite J Jackson MS 39202 and

WHEREAS, Section 17-3-1 of the Mississippi Code Annotated (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 17-3-3 of the Mississippi Code states that advertising includes expositions, public entertainment, or other forms of advertising or publicity which in the judgment of such board or boards will be helpful toward advancing the moral, financial, and other interests of the municipality; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2022-2023 fiscal year for the promotion and development of the Jackson, MS through in Bicentennial Celebrations; and

WHEREAS, the City desires to award funding, on a reimbursement basis, to Jackson Indie Music Week to provide support for October 2nd, 2022 to provide funds for their Seat at The Table event .; and

WHEREAS, said grant is in the amount of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00).

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the "A Seat at the Table" agree as follows:

1. The Agency shall provide oversight and management of all activities for the provision for the October 2nd, Jackson Indie Music Week: A Seat at the Table
2. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before January 31st, 2023. Any allocated funds not requested on or before January 31st, 2023 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
3. The City shall provide funds up to Two Thousand Five Hundred and Fifty Dollars and No Cents (\$2,500.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.

4. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before December 31st, 2022.
5. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
6. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
7. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
8. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
9. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
10. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
11. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
12. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
13. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
14. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the

_____ day of _____, 2022.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

JACKSON INDIE MUSIC WEEK: A SEAT AT THE TABLE

BY: _____
Director

ORDER REVISING THE FISCAL YEAR 2021-2022 BUDGET

OFFICE OF THE CITY ATTORNEY
 4/8/22
 CM

WHEREAS, the City of Jackson’s Russell C. Davis Planetarium held its 2022 Summer STEAM Camp program from July 11, 2022, through July 29, 2022; and

WHEREAS, the Department of Human and Cultural Services recommends revising the Fiscal Year 2021-2022 budget by moving funds to the appropriate account to cover the cost of Tangent Solution’s professional services in the amount of Nine Thousand Six Hundred and Fifteen Dollars and No Cents (\$9,615.00); and

WHEREAS, the following funds will be revised: Account Number 001-40810-6218, 001-40810-6240, 001-40810-6299, 001-40810-6311, 001-40810-6312, 001-40810-6314, 001-40810-6315, 001-40810-6316, 001-40810-6317, 001-40810-6443, 001-40810-6421, 001-40810-6422, and 001-40810-6514.

IT IS, THEREFORE, ORDERED that the Fiscal Year 2021 budget be revised in the amount of Nine Thousand Six Hundred and Fifteen Dollars and No Cents (\$9,615), as follows:

TO/FROM	FUNDS/ACCOUNT NUMBER	AMOUNT
From:	001-40810-6218	\$800.00
To:	001-40810-6419	\$800.00
AND		
From:	001-40810-6240	\$1,126.00
To:	001-40810-6419	\$1,126.00
AND		
From:	001-40810-6299	\$1,296.00
To:	001-40810-6419	\$1,296.00
AND		
From:	001-40810-6311	\$500.00
To:	001-40810-6419	\$500.00
AND		
From:	001-40810-6312	\$500.00
To:	001-40810-6419	\$500.00

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AND

From:	001-40810-6314	\$200.00
To:	001-40810-6419	\$200.00

AND

From:	001-40810-6315	\$800.00
To:	001-40810-6419	\$800.00

AND

From:	001-40810-6316	\$286.00
To:	001-40810-6419	\$286.00

AND

From:	001-40810-6317	\$2,159.00
To:	001-40810-6419	\$2,159.00

AND

From:	001-40810-6443	\$300.00
To:	001-40810-6419	\$300.00

AND

From:	001-40810-6421	\$1,000.00
To:	001-40810-6419	\$1,000.00

AND

From:	001-40810-6422	\$500.00
To:	001-40810-6419	\$500.00

AND

From:	001-40810-6514	\$148.00
To:	001-40810-6419	\$148.00

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

06/23/22
DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	Authorizes the Mayor to execute a budget revision to the FISCAL YEAR 2021 HUMAN AND CULTURAL SERVICES budget for the annual Russell C. Davis Summer STEAM Camp.			
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	Economic Development, Quality of Life			
3.	Who will be affected	The citizens and students of Jackson			
4.	Benefits	Will provide funding placement for final expenses for 3-week Summer STEM Camp for the Russell C. Davis Planetarium.			
5.	Schedule (beginning date)	July 11, 2022.			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 7, Jackson State University School of Science, Engineering, and Technology			
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Human and Cultural Services			
8.	COST	\$9,615.00			
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Human & Cultural Services Russell C. Davis Planetarium budget			
10.	EBO participation	ABE _____ %	WAIVER	yes ___ no ___	N/A _____
		AABE _____ %	WAIVER	yes ___ no ___	N/A _____
		WBE _____ %	WAIVER	yes ___ no ___	N/A _____
		HBE _____ %	WAIVER	yes ___ no ___	N/A _____
		NABE _____ %	WAIVER	yes ___ no ___	N/A _____

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

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

DATE: June 23, 2022

SUBJECT: Planetarium Budget Transfer

This order authorizes the City of Jackson, Mississippi to revise the FISCAL YEAR 2021 HUMAN and CULTURAL SERVICES budget for the Russell C. Davis Planetarium to fund its annual Summer STEAM Camp.

AK/jdl

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
S.M. 9/16/22

This **ORDER REVISING THE FISCAL YEAR 2021-2022 BUDGET** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

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

9/16/22

Date

AMENDED AND RESTATED RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE CITY, AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK AND/OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) TO RAISE MONEY FOR THE PURPOSE OF REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH SAME INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES IN CONNECTION WITH MAKING IMPROVEMENTS TO BOTH THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM ALL PURSUANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

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

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

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9.27.2022
(Kidd Lumumba)

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

WHEREAS, the Governing Body declared its initial intent on behalf of the Project pursuant to a prior intent resolution (the "**Prior Intent Resolution**") adopted on August 3, 2021 and amends and restates the Prior Intent Resolution by and through this amended and restated intent resolution (the "**Amended and Restated Intent Resolution**"). Pursuant to this Amended and Restated Intent Resolution, the Governing Body is authorized pursuant to the City Bond Act and/or the Bank Act to provide funding for the costs of the Project either through the issuance of (a) general obligation bonds of the City, in one or more series, pursuant to the City Bond Act in a total aggregate principal amount of not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) (the "**Bonds**"), (b) a general obligation bond of the City to be sold to the Bank, in one or more series, in a total aggregate principal amount of not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) (the "**City Bond**"), and/or (c) by entering into a loan or loans with the Bank to borrow money from the Bank in a total principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) (the "**Loan**"); and

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

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

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

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

WHEREAS, the City reasonably expects that it will incur expenditures in connection with the Project for which the City intends to reimburse itself with the proceeds of the Bonds, the

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

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

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

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

SECTION 1. The Governing Body, acting for and on behalf of the City, hereby declares its intention to (a) issue and sell the Bonds, and/or the City Bond to the Bank, in one or more series, in the total principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000), and/or (b) enter into the Loan with the Bank to borrow money from the Bank, all in total principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000).

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

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

SECTION 4. The Governing Body proposes to direct the issuance of all or any portion of the Bonds or the City Bond or to authorize the Loan in the amount and for the purposes and secured as aforesaid at a meeting of the Governing Body to be held at its usual meeting place located at the City Hall in the City, located at 219 S. President, Jackson, Mississippi 39201, at the hour of 10:00 o'clock a.m. on November 8, 2022, or at some meeting or meetings subsequent

thereto; provided, however, that if ten percent (10%) or Fifteen Hundred (1500), whichever is less, of the qualified electors of the City shall file a written protest with the City Clerk of the City (the "City Clerk") against the issuance of the Bonds or the City Bond or the authorization of the Loan on or before 10:00 o'clock a.m. on November 8, 2022, then the Bonds or the City Bond shall not be issued or the Loan shall not be entered into unless approved at an election on the question thereof called and held as is provided by law; provided, further that if no protest is filed, then the Bonds or the City Bond may be issued and sold in one or more series or the City may enter into the Loan without an election on the question of the issuance thereof at any time within a period of two (2) years after November 8, 2022.

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

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

SECTION 7. Through its Prior Intent Resolution, the City declared on August 3, 2021 its initial intent to reimburse itself from the proceeds of the Bonds, the City Bond or the Loan for expenses incurred with respect to the Project subsequent to the date of the adoption of the Prior Intent Resolution on August 3, 2021. This declaration of intent to reimburse expenditures made prior to the issuance of the Bonds, the City Bond and/or the Loan in anticipation of the issuance of the Bonds, the City Bond and/or the Loan is made pursuant to the Reimbursement Regulations and is effective as of the date of the Prior Intent Resolution. The Project for which such expenditures are made is the same as described herein. The Bonds, the City Bond or the Loan will not exceed the aggregate principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000).

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

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

[Remainder Left Intentionally Blank]

APPROVED BY:

PRESIDENT OF THE CITY COUNCIL

MAYOR

ATTEST:

CITY CLERK

(SEAL)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET September 15, 2022

POINTS		DATE	COMMENTS
1.	Brief Description		AMENDED AND RESTATED RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE CITY, AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK AND/OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) TO RAISE MONEY FOR THE PURPOSE OF REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH SAME INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES IN CONNECTION WITH MAKING IMPROVEMENTS TO BOTH THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM ALL PURUSANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.
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	1, 5, 7	

7. Quality of Life		
3.	Who will be affected	Citizens who visit the Planetarium and visitors who come from out of town to experience downtown and the newly renovated Planetarium.
4.	Benefits	Extends the limit of funds for the professional design services and the construction costs for the renovation of the Planetarium (and new atrium). Providing funds for the replacement of the Arts Center HVAC elements – which will also feed the newly renovated Planetarium. Providing additional support to cover the first year's interest payment and other payments needs, as Finance and Human/Cultural Services sees fit. This an additional \$2,000,000.00 to be used for the Planetarium, based on conservation revenue projections.
5.	Schedule (beginning date)	Upon execution of agreement, the funds will be transferred to the City of Jackson.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7 Yes
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human and Cultural Services
8.	COST	Not to exceed \$7,500,000.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input checked="" type="checkbox"/> ▪ Other	Bond
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A AABE _____ % WAIVER yes ___ no ___ N/A WBE _____ % WAIVER yes ___ no ___ N/A HBE _____ % WAIVER yes ___ no ___ N/A NABE _____ % WAIVER yes ___ no ___ N/A

Department of Human & Cultural Services



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

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Adriane Dorsey-Kidd *ADK*
Department of Human and Cultural Services

Date: September 15, 2022

Subject: Amended and Restated Resolution Regarding GO Bond - Planetarium/Arts Center

Attached you will find an amended and restated resolution of intent for the City of Jackson to either issue general obligation bonds or enter into a loan with the Mississippi Development Bank in the amount not to exceed \$7.5 million to pay for funds for the professional design services and the construction costs for the renovation of the Planetarium (and new atrium), funds for the replacement of the Arts Center HVAC elements – which will also feed the newly renovated Planetarium, and additional financial support to cover the first year's interest payment and other payments needs, as Finance and Human/Cultural Services sees fit.

This increases the threshold of the GO Bond by \$2,000,000.00 to help ensure that the Planetarium construction funding goals can be met and the project can continue to move forward. The decision is based on conservation revenue projections for the facility once it reopens, which reflects a clear ability to afford the increase.

Please free to contact Fidelis Malembeka, Catoria Martin, Sharon Jones, or David Lewis 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

OFFICE OF THE CITY ATTORNEY

This AMENDED AND RESTATED RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE CITY, AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK AND/OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) TO RAISE MONEY FOR THE PURPOSE OF REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH SAME INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES IN CONNECTION WITH MAKING IMPROVEMENTS TO BOTH THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM ALL PURUSANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES., is legally sufficient for placement in NOVUS Agenda.


Catoria P. Martin
City Attorney



DATE

OFFICE OF THE CITY ATTORNEY
vj
9/19/2022

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX/OVG 360 TO HOST THE CITY OF JACKSON'S "FUND YOUR FUTURE: GRANTS, LOANS & ACCESS TO CAPITAL" EVENT ON SEPTEMBER 29, 2022

WHEREAS, the City of Jackson, Department of Planning and Development, Office of Economic Development, desires to use the Jackson Convention Complex to host City of Jackson's "Fund Your Future: GRANTS, LOANS & ACCESS TO CAPITAL" event; and

WHEREAS, the City of Jackson's "Fund Your Future: GRANTS, LOANS & ACCESS TO CAPITAL" event will afford Jackson business owners the opportunity to learn about the incentives the City of Jackson, Department of Planning and Development, Office of Economic Development provides to aid in the growth of local businesses through increased business capacity; and

WHEREAS, the Jackson Convention Complex/OVG 360 has agreed to waive the facility rental fees for the City of Jackson's "Fund Your Future: GRANTS, LOANS & ACCESS TO CAPITAL" event on September 29, 2022; and

WHEREAS, during the City of Jackson's "Fund Your Future: GRANTS, LOANS & ACCESS TO CAPITAL" event, the City of Jackson, Department of Planning and Development, Office of Economic Development is responsible for the security fee in an amount not to exceed two hundred dollars (\$200.00) and the audio-visual fee in an amount not to exceed six hundred sixty dollars (\$660.00).

IT IS, HEREBY, ORDERED that the Mayor is authorized to execute the event license agreement and related documents to use the Jackson Convention Complex/OVG 360 to host the City of Jackson's "Fund Your Future: GRANTS, LOANS & ACCESS TO CAPITAL" on September 29, 2022.

IT IS FURTHER ORDERED that the City of Jackson, Department of Planning and Development, Office of Economic Development is authorized to pay an amount not to exceed eight hundred sixty dollars (\$860.00) for the security fee and the audio-visual fee for the City of Jackson's "Fund Your Future: GRANTS, LOANS & ACCESS TO CAPITAL" event.

Agenda Item No. 27
9.27.2022
(Dotson, 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 TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX/OVG 360 TO HOST THE CITY OF JACKSON'S "FUND YOUR FUTURE: GRANTS, LOANS & ACCESS TO CAPITAL" EVENT ON SEPTEMBER 29, 2022** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Sondra Moncure, Deputy City Attorney 



Date

OFFICE OF THE CITY ATTORNEY
V.J.
9/19/2022

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 9/6/2022

POINTS		COMMENTS	
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX/OVG 360 TO HOST THE CITY OF JACKSON'S "FUND YOUR FUTURE: GRANTS, LOANS & ACCESS TO CAPITAL" EVENT ON SEPTEMBER 29, 2022	
2.	Purpose	An outreach event for the Office of Planning Development	
3.	Who will be affected	Jackson Business Community	
4.	Benefits	The City of Jackson recognizes that providing opportunities for Jackson's businesses to know about the incentives the Office of Economic Development provides is a necessary tool to increase capacity and awareness	
5.	Schedule (beginning date)	September 29, 2022	
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide	
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Planning & Development Office of Economic Development	
8.	COST	\$860.00	
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 		
10.	EBO participation See attached sheets from Vendors	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: Chokwe Antar Lumumba, Mayor
From: Jordan Rae Hillman, AICP, Director
Date: August 4, 2022
Subject: Agenda Item

The attached document is a use license agreement with the Jackson Convention Complex/OVG 360 to provide use of their facility for the City of Jackson's "Fund Your Future: GRANTS, LOANS & ACCESS TO CAPITAL". The Jackson Convention Complex/OVG 360 has agreed to waive the facility rental fees for the City of Jackson's "Fund Your Future: GRANTS, LOANS & ACCESS TO CAPITAL" event; however, we are responsible for the security fee and the audio-visual fee in an amount not to exceed eight hundred sixty dollars (\$860.00). This event will allow us to fortify our relationship with our business community.



THIS EVENT LICENSE AGREEMENT, [including any Special Provisions Addendum attached hereto] (this " Agreement") is entered into effective as of _____ by and between OVG Facilities, LLC ("Licensor") and **City of Jackson – Fund Your Future: GRANTS, LOANS & ACCESS TO CAPITAL** ("Licensee").

DATA SHEET

Item Section

- 1. A. **Event: City of Jackson – Fund Your Future: GRANTS, LOANS & ACCESS TO CAPITAL**
- 2. 1 **Event Date(s): September 29, 2022**
- 3. 1 **Licensed Premises: Theater, Meeting Rooms 301-304**

Date	Time Reserved	Function Type	Room	Estimated Attendance	Rental
Thursday, September 29, 2022	11:00am – 1:00pm	Set-up	Theater/ Meeting Rooms: 301-304	Flow	\$4000.00
	1:00pm – 7:00pm	Meeting / 4 Breakouts for 50 each	Theater/ Meeting Rooms: 301-304	200	
<i>Rental Discount: COJ Usage</i>					(\$4,000.00)
Total Rental and F&B Minimum excluding taxes and administrative fees:				0.00	0.00

- 4. 2(a) **Base License Fee: \$0.00**
- 5. 2(a) **Minimum Food and Beverage Charge: \$0.00**
- 6. 2(a) **Estimated Ancillary Expenses:**
 Security - \$200.00
 Audio Visual: \$660.00

Estimated Total Revenue Commitment: \$860.00

- 7. 8(a) **Move-in Time: TBD**
- 8. 8(b) **Move-out Time: TBD**
- 9. 31(g) **Notice Address for Licensor: 105 E. Pascagoula Street Jackson, MS 39201**
- 10. 31(g) **Notice Address for Licensee: 200 S. President Street Jackson, MS 39201**



EVENT LICENSE AGREEMENT

RECITALS

- A. Licensee is the owner and operator of the production described in Item 1 of the Data Sheet (the "Event").
- B. Licensee has determined that all or a portion of the Complex is suitable for hosting the Event, and Licensee desires to host the Event at the Complex.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, Licensee and Licensor agree as follows:

1. Grant of License. Licensor hereby licenses to Licensee (the "License") for purposes of the Event and no other purpose the portions of the Complex set forth in Item 3 of the Data Sheet (the "Premises"), and Licensee hereby agrees to present the Event at the Premises on the dates and at the times set forth in Item 2 of the Data Sheet (the "Event").

FINANCIAL MATTERS

2. Revenue Commitment.
- The License Fee to be paid by Licensee to Licensor for the License shall be a flat fee equal to the amount set forth in Item 4 of the Data Sheet. Any applicable Minimum Food and Beverage Charge and Minimum Audio/Visual / Décor Charges shall be equal to the amounts set forth in Items 5 and 6 of the Data Sheet. Licensee acknowledges that the total charges set forth in Items 4, 5 and 6 of the Data Sheet are, together, the "Total Revenue Commitment," and Licensee shall be required to make payments equaling the Total Revenue Commitment as set forth below.
 - Licensee acknowledges that the Total Revenue Commitment is based on the requests made at time of contract and no services will be provided outside the scope of the request.
 - Licensee shall make the payment as set forth in the schedule below.
\$860.00 is due no later than **October 14, 2022** (15 business days post event)

OPERATIONAL MATTERS

3. Delivery of Possession; Surrender
- The Premises shall be made available to Licensee at the time and on the date set forth in Item 5 of the Data Sheet ("Move-in Time") for preparatory work by Licensee, complete with such staging requirements as are mutually agreed upon by Licensee and Licensor. Any additional use of the Premises by Licensee beyond that contemplated hereunder shall be subject to mutual agreement of the parties in writing as approved by an MPB authorized official.
 - The allocated time for the Event in each applicable portion of the Premises shall be as set forth in Item 2 of the Data Sheet. If the Event continues more than such allocated time Licensee shall reimburse Licensor for all incremental direct labor cost incurred by Licensor as a result thereof. Licensee acknowledges that Licensor may charge such incremental amounts as Licensee Expenses.

4. Licensors Operations during the Event.
 - a. Food and Beverage. Licensor or persons designated by Licensor shall be the only parties authorized to provide and sell food, beverages, concessions, and other items or services at the Complex including, without limitation, any catering for Licensee's hospitality.
 - b. Parking. Licensor or persons designated by Licensor shall be the only parties authorized to operate parking at the Complex.
 - c. Flow of Persons. Licensor or persons designated by Licensor shall be the only parties authorized to determine the flow of persons into, through and out of the Complex and Premises.

5. Additional Licensee Rights and Obligations.
 - a. Licensee Representative. Licensee or its duly authorized representative or employee must be present on Premises during the period commencing not later than [one (1) hour] prior to the scheduled start of the Event and ending upon the completion of the Event. Licensee acknowledges that such representative or employee shall have the authority to make all decisions on its behalf regarding the Event. Licensor shall be entitled to rely upon the decisions of Licensee or such representative or employee and shall be entitled to make such decisions itself if Licensee or such representative or employee is not present or fails to render a decision on any appropriate matter.

6. Operational Rights Reserved to Licensor.
 - a. Entrances and Exits. The entrances and exits of the Complex shall be locked or unlocked during the Event as Licensor may direct, subject to all applicable laws, rules, regulations and orders of Federal, State, County and Municipal authorities (including, without limitation, the Owner), any lawful direction of public officers, and subject to Licensee's reasonable approval to the extent not in conflict with any such law, rule, regulation or order. Articles, fittings, fixtures, materials and equipment required for the Event shall be brought into or removed from the Complex by Licensee only at entrances and exits, and at such times, as designated by Licensor.
 - b. Use by Other Parties. Licensee acknowledges that besides the use of the Premises as contemplated by this Agreement, the Complex and various parts thereof and areas therein may or will be used for the installation, holding or presentation and removal of activities, events and engagements other than the Event and that in order for the Complex to operate as efficiently as practicable it may or will be necessary for the use or availability of services and facilities of the Complex, including without limitation, entrances, exits, parking lots, truck ramps, receiving areas, marshalling areas, storage areas, passenger or freight elevators and club and kitchen areas, to be scheduled or shared. Licensee agrees that Licensor shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and to what extent any sharing of any such services and facilities is necessary or desirable provided such schedules do not unreasonably interfere with Licensee's use of the facility, and Licensee agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall Licensee enter or use any area, service space, or facility of the Complex other than the Premises without first obtaining Licensor's consent and approval.
 - c. Ejection. Licensee acknowledges and agrees that Licensor may, within its reasonable discretion, refuse admission to or to cause to be removed from the Complex any person Licensor deems to be dangerous, disruptive, or a hindrance to the proper functioning of the Complex or the Event.



7. Complex Event Advertising and Sponsorship. Licensor retains exclusive rights to (i) all permanent signage and advertising opportunities (including without limitation all fixed and rotating sign panels on scoreboards, vomitories, walls, seats and steps) inside the Complex, (ii) all in-house promotional programming on television monitors and electronic displays in and around the Complex, and (iii) all signage, advertising and promotional opportunities in all other areas of the Complex, whether temporary or permanent (including without limitation in the halls, restaurants, plaza areas and parking lots in and around the Complex). Licensee shall only be entitled to sell or otherwise grant sponsorship or advertising rights with respect to temporary signage and promotional opportunities within the Premises.

LEGAL MATTERS

Indemnity. Not Applicable due to State if Mississippi law

Insurance. Entity is self-insured

Limitation of Liability. Not Applicable due to State if Mississippi law

Compliance with Laws.

- a. Licensee shall comply with all applicable rules, orders, regulations or requirements of the applicable fire and police departments (i.e., State of Mississippi, the City) or any other similar body and shall not do or permit anything to be done in or about the Complex or bring or keep anything therein except as permitted by the City or any other authority having jurisdiction over the Complex, Licensor or Licensee.
 - b. Any decorating or other work, and all material therefor, done or furnished by Licensee shall be subject to the reasonable approval of Licensor and, if necessary, in Licensor's sole judgment, the approval of the City's Fire Department. All flammable decorations and other materials must be fireproofed. Licensee shall deliver to Licensor, if Licensor so requests, a flameproofing certificate in the form specified or required by and satisfactory to any local government body having jurisdiction with respect thereto.
 - c. Licensee agrees that it shall not discriminate against or segregate any person or group of persons on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, age, disability, medical condition, acquired immune deficiency syndrome (AIDS) – acquired or perceived retaliation for having filed a discrimination complaint, or marital status in the use, occupancy, tenure or enjoyment of the Premises, nor shall Licensee, or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation.
8. No Warranties as to Communicable Diseases. To the fullest extent permitted by law, Licensor hereby disclaims all warranties, express or implied, with respect to the performance and adequacy of the Complex with respect to the prevention of COVID-19 infections or other communicable diseases during or as a result of the presentation of the Event at the Complex, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, and best practices with respect to prevention of COVID-19 infections or other communicable diseases.
 9. Subordination. Not Applicable due to State if Mississippi law



10. **Force Majeure.** The parties to this Agreement will be excused from the performance of this Agreement in whole or in part by reason of any of the following causes:
- When such Event is prevented by operation of law (including, without limitation, any stay-at-home or similar order), in which case either party may terminate this Agreement, effective immediately.
 - If Licensor reasonably determines that the conduct of the Event may create a potential hazard to health or potential liability, which determination Licensor may make at any time prior to the Event, in which case Licensor may terminate this Agreement, effective immediately.
 - If the Event does not take place because of the occurrence of a Force Majeure that prevents the performance under this Agreement by Licensor or Licensee of a material obligation under this Agreement. A "Force Majeure" shall include, without limitation, fire, flood, earthquake, epidemic or pandemic, public disaster, COVID-19, terrorist act, strike, labor dispute or unrest, accident, breakdown of electrical or other equipment, black-out, riot, war, insurrection, civil unrest, Act of God (including inclement weather), any act of any legal or governmental authority, the illness or death of the performer, any breach of the Management Agreement by the City or other act or omission by the City that prevents or hinders the performance of Licensor's obligations hereunder or any other cause beyond the reasonable control of Licensor or Licensee.
 - In the event performance of the whole Agreement is excused in accordance with provisions (a) through (c) above the Licensee (MPB) agrees to pay Licensor all reasonable cost and expenses as state above in Sections 1-6 of the Data Sheet. The agency will be responsible for any damages that occur and are related to the event and will not be responsible for any damages after the event.

IN WITNESS WHEREOF, Licensee and Licensor executed this Event License Agreement on the date first above written.

LICENSEE:	LICENSOR:
City of Jackson – Fund Your Future: GRANTS, LOANS & ACCESS TO CAPITAL 200 S. President Street Jackson, MS 39201 601-960-0412	Jackson Convention Complex – OVG 105 E. Pascagoula St. 39207 601-960-2321
Authorized Signature:	Authorized Signature:
BY:	BY: <i>MHB</i>
TITLE:	TITLE: <i>Director of Sales</i>
DATE:	DATE: <i>8/26/22</i>

ORDER RATIFYING TASK ORDER 2 TO A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH WEI/AJA, LLC FOR CONSENT DECREE PROGRAM MANAGEMENT SERVICES AND AUTHORIZING PAYMENT FOR SERVICES RENDERED AND INVOICED THROUGH JULY 2022 (CITYWIDE)

OFFICE OF THE CITY ATTORNEY
9/27/2022

WHEREAS, the City of Jackson Department of Public Works requires program management services to assist with meeting the requirements of the City's Clean Water Act Consent Decree with the United States of American and the state of Mississippi; and

WHEREAS, the Department of Public Works requested WEI/AJA, LLC, whose principal office address is 143 A LeFleurs Square, Jackson, MS 39211, to provide a proposal for general engineering services to assist the City of Jackson with Consent Decree Program Management Services; and

WHEREAS, initial term of the contract is for four years, with two, two-year options at the conclusion of the initial term exercisable upon the mutual agreement of the parties; and

WHEREAS, work under the contract will proceed based on a series of Task Orders negotiated by the parties; and

WHEREAS, WEI/AJA, LLC submitted a proposal for services and corresponding budget for Task Order 2 for consent decree program management services in an amount not to exceed \$2,713,090.00 that was intended to provide funding for the services for fiscal year 2022, beginning October 1, 2021 and ending September 30, 2022; and

WHEREAS, due to the uncertain financial condition of the Water-Sewer Utility during Fiscal Year 2022, there were no funds budgeted for Consent Decree Program Management; and

WHEREAS, WEI/AJA, LLC, under the terms of their contract, continued providing services throughout Fiscal Year 2022, which were necessary for the City's continued efforts at compliance with its Clean Water Act Consent Decree; and

WHEREAS, the City has now identified funds that are available to pay for the services provided by WEI/AJA during Fiscal Year 2022; and

WHEREAS, the Department of Public Works recommends the governing authorities ratify work performed throughout Fiscal Year 2022 under the proposed Task Order 2 with WEI/AJA, LLC, as the services were necessary and were performed or will be performed during the remainder of Fiscal Year 2022.

IT IS, THEREFORE, ORDERED that Task Order 2, under the existing General Engineering Services Agreement for Consent Decree Program Management Services, in an amount not to exceed \$2,210,340.00, which reflects services performed or to be performed during

Agenda Item No. 28
9.27.2022
(Hillman, Lumumba)

FY 2022, which began October 1, 2021 and will continue through September 30, 2022 is hereby ratified.

IT IS FURTHER ORDERED that payment in the amount of \$1,768,597.94 is authorized for services rendered and invoiced through July 2022, as shown in the invoices attached to this Order.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol
Post Office Box 2795
Jackson, Mississippi 39209-0795
Telephone: (601) 960-1755
Facsimile: (601) 960-1755
9/21/22

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING TASK ORDER 2 TO A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH WEI/AJA, LLC FOR CONSENT DECREE PROGRAM MANAGEMENT SERVICES AND AUTHORIZING PAYMENT FOR SERVICES RENDERED AND INVOICED THROUGH JULY 2022 (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel* 



DATE

Statement

WEVAJA
143A LeFleurs Sq.
Jackson, MS. 39211

September 20, 2022
Project No: 0020236.AJA

City of Jackson
Department of Public Works
Attn: Jordan Hillman
Interim Director
P. O. Box 17
Jackson, MS 39205

Project: 0020236.AJA Jackson Consent Decree Mgmt
JACKSON CONSENT DECREE

Outstanding Invoices

Number	Date	Invoiced	Received	Balance Due
236-013	11/18/2021	202,293.41	95,441.99	106,851.42
236-014	11/30/2021	4,655.00		4,655.00
236-015	12/9/2021	143,953.52		143,953.52
236-016	1/10/2022	146,597.77		146,597.77
236-017	2/22/2022	177,063.32		177,063.32
236-018	3/9/2022	178,742.88		178,742.88
236-019	4/12/2022	231,202.07		231,202.07
236-020	5/12/2022	192,284.11		192,284.11
236-021	6/9/2022	231,887.59		231,887.59
236-022	7/11/2022	185,532.02		185,532.02
236-023	8/8/2022	169,828.24		169,828.24
236-024	9/8/2022	220,870.89		220,870.89
Estimated	10/8/2022	220,870.89		220,870.89
Statement Totals		2,305,781.71	95,441.99	2,210,339.72

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
September 20, 2022

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER RATIFYING TASK ORDER 2 TO A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH WEI/AJA, LLC FOR CONSENT DECREE PROGRAM MANAGEMENT SERVICES AND AUTHORIZING PAYMENT FOR SERVICES RENDERED AND INVOICED THROUGH JULY 2022 (CITYWIDE)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	Who will be affected	City of Jackson residents citywide.																																													
4.	Benefits	Consent Decree Program Management Services																																													
5.	Schedule (beginning date)	Ongoing; this is a continuation of work																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Department of Public Works																																													
8.	COST	\$2,210,339.72 for Task Order 2																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>																																														
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Council Agenda Item: Memorandum

To: Hon. Chokwe Antar Lumumba, Mayor

From: Jordan Hillman, Interim Director
Department of Public Works

Date: September 20, 2022

Background:

Attached you will find an item for the City Council Agenda ratifying Task Order 2 under a professional general engineering service agreement with WEI/AJA, LLC. Task Order 2 was for the purpose of providing continued assistance to the Department of Public Works with the City's Clean Water Act Consent Decree.

This is presented as a ratification due the uncertain financial condition of the Water-Sewer Utility during Fiscal Year 2022. WEI/AJA continued performing the services under the General Engineering Services Agreement for Consent Decree Program Management Services. However, because no additional funding was included in the budget, Task Order 2 was never presented to the City Council and no payments were made under the proposed Task Order 2. This ratification authorizes payments for services rendered and invoiced through July 2022 totaling \$1,768,597.94 and provides additional funding for work performed or being performed through September 30, 2022, but as yet invoiced, up to an amount not to exceed \$2,210,339.72.

It is the recommendation of this office that Task Order 2 with WEI/AJA, LLC be ratified. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

ORDER AUTHORIZING A CONTRACT WITH CSL SERVICES, INC. TO PROVIDE FLOW MONITORING SERVICES FOR THREE YEARS FOR THE WEST BANK INTERCEPTOR FLOW MONITORING PROJECT, CITY PROJECT NO. 13B0500 (ALL WARDS)

OFFICE OF THE CITY ATTORNEY
 9/27/2022

WHEREAS, the City of Jackson previously contracted with CSL Services, Inc. to install flow monitors on the West Bank Interceptor to meet requirements of the Consent Decree; and

WHEREAS, the Department of Public Works continues to need flow monitoring on the West Bank Interceptor to provide data used to locate issues with inflow into the West Bank Interceptor during periods when the river stage of the Pearl River is above approximately twenty (20) feet; and

WHEREAS, the Department of Public Works continues to need flow monitoring on the West Bank Interceptor to accurately allocate the cost of rehabilitation of the West Bank Interceptor to the City's customers in Madison County; and

WHEREAS, the Department of Public Works will continue to need flow monitoring on the West Bank Interceptor to determine the effectiveness of future West Bank Interceptor and wastewater collection system rehabilitation projects required under the City's Clean Water Act Consent Decree; and

WHEREAS, CSL has proposed to provide flow monitoring services to the City at the following costs for the next three years:

Item	Description	Units	Quantity	Unit Price	Line Total
YEAR 9					
1	Meter Administration & Maintenance (30 meters for 12 months)	Meter Months	360	\$486.00	\$174,960.00
2	Rain Gauge Administration & Maintenance (4 gauges for 12 months)	Gauge Months	48	\$114.00	\$5,472.00
3	Analysis & Reporting of Meters & Rain Gauges	Months	12	\$568.00	\$6,816.00
4	Contingency Allowance	LS	1	\$10,000.00	\$10,000.00
				TOTAL	\$197,248.00
YEAR 10					
1	Meter Administration & Maintenance (30 meters for 12 months)	Meter Months	360	\$486.00	\$174,960.00
2	Rain Gauge Administration & Maintenance (4 gauges for 12 months)	Gauge Months	48	\$114.00	\$5,472.00
3	Analysis & Reporting of Meters & Rain Gauges	Months	12	\$568.00	\$6,816.00
4	Contingency Allowance	LS	1	\$10,000.00	\$10,000.00
				TOTAL	\$197,248.00
YEAR 11					
1	Meter Administration & Maintenance (30 meters for 12 months)	Meter Months	360	\$505.00	\$181,800.00
2	Rain Gauge Administration & Maintenance (4 gauges for 12 months)	Gauge Months	48	\$119.00	\$5,712.00
3	Analysis & Reporting of Meters & Rain Gauges	Months	12	\$591.00	\$7,092.00
4	Contingency Allowance	LS	1	\$10,000.00	\$10,000.00

Agenda Item No. 29
 9.27.2022
 (Hillman, Lumumba)

				TOTAL	\$204,604.00
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; and

WHEREAS, the Public Works Department recommends that the governing authorities authorize a three-year contract with CSL Services, Inc. to provide flow monitoring services for the West Bank Interceptor Flow Monitoring Project, City Project No. 13B0500.


IT IS, THEREFORE, ORDERED that a contract with CSL Services, Inc. for a three-year period beginning October 1, 2022 in accordance with the terms set forth above is authorized.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
435 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 309-1799
Facsimile: (601) 309-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING A CONTRACT WITH CSL SERVICES, INC. TO PROVIDE FLOW MONITORING SERVICES FOR THREE YEARS FOR THE WEST BANK INTERCEPTOR FLOW MONITORING PROJECT, CITY PROJECT NO. 13B0500 (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*



DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 20, 2022
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING A CONTRACT WITH CSL SERVICES, INC. TO PROVIDE FLOW MONITORING SERVICES FOR THREE YEARS FOR THE WEST BANK INTERCEPTOR FLOW MONITORING PROJECT, CITY PROJECT NO. 13B0500 (ALL WARDS)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6.
3.	Who will be affected	Customers of the City of Jackson Water/Sewer Utility
4.	Benefits	Provides data on flows in the West Bank Interceptor that are necessary for the Clean Water Act Consent Decree compliance, for locating possible sources of inflow into the West Bank Interceptor, and for allocating the cost of rehabilitation of the West Bank Interceptor to customers in Madison County
5.	Schedule (beginning date)	October 1, 2022
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no)(area) ▪ Project limits if applicable	The flow monitors are located on the West Bank Interceptor, which runs from the county line to the Savanna Street WWTP along the Pearl River
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	Year 1-\$197,248.00; Year 2-\$197,248.00; Year 3-\$204,604.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Water/Sewer Enterprise Fund
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ FBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___



**City of Jackson
Department of Public Works**

To: Hon. Chokwe A. Lumumba, Mayor

From: Jordan Hillman, Interim Director, Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item: ORDER AUTHORIZING A CONTRACT WITH CSL SERVICES, INC. TO PROVIDE FLOW MONITORING SERVICES FOR THREE YEARS FOR THE WEST BANK INTERCEPTOR FLOW MONITORING PROJECT, CITY PROJECT NO. 13B0500 (ALL WARDS)

Item #:

Council Meeting: Special Council Meeting, September 27, 2022

Purpose: To enter into an agreement for operation and maintenance to provide continued flow monitoring for the West Bank Interceptor to meet the City's Consent Decree responsibilities.

Cost: \$197,248.00—Year 1; \$197,248.00—Year 2; \$204,604.00—Year 3

Funding Source: Water/Sewer Utility Enterprise Fund

Background:

The originally contracted with CSL Services, Inc. to install thirty permanent flow monitors for the West Bank Interceptor Flow Monitoring Project, a project required under the West Bank Interceptor Work Plan of the City's Consent Decree. CSL also provided data collection, storage, and analysis, monthly reporting, a Report used for the West Bank Interceptor Rehabilitation Plan, and the operation and maintenance of the thirty flow monitors. The Project had an initial, first-year cost of \$341,524.00. Since that time, CSL has continued to provide operation and maintenance of thirty meters, data collection, storage, and analysis, monthly reporting which is provided to the EPA and MDEQ as part of the City's semi-annual and annual reports for the past eight years. The City has continued to contract with CSL because CSL easily met the 90% uptime for the flow monitoring meters and provided excellent customer service to the City.

The Department of Public Works recommends a new contract with CSL to continue the existing relationship. Under the new contract, CSL will continue providing operation and maintenance of the West Bank Interceptor flow monitors and rain gauges, data collection, storage, and analysis, monthly reporting which is provided to the EPA and MDEQ as part of the City's semi-annual and annual reports for three (3) additional years.

Please let me know if you have any questions.



ORDER RATIFYING TASK ORDER 2A OF A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH BURNS & McDONNELL ENGINEERING COMPANY, INC. FOR CONSENT DECREE MODIFICATION SUPPORT AND ASSOCIATED SERVICES (CITYWIDE)

WHEREAS, the City of Jackson Department of Public Works is currently in the process of negotiating a modification to its existing Clean Water Act Consent Decree with the United States and the state of Mississippi; and

WHEREAS, for four years Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) served as the City's Consent Decree Program Manager, which included providing support and associated services for negotiations with the U.S. Environmental Protection Agency and the Mississippi Department of Environmental Quality to modify the City's Clean Water Act Consent Decree; and

WHEREAS, the Department of Public Works requested Burns & McDonnell, whose principal office address is 9400 Ward Parkway, Kansas City, Missouri 64114, to provide a proposal for general engineering services to assist the City of Jackson with consent decree modification support and associated services; and

WHEREAS, the initial term of the contract is for two years, with two, one-year options at the conclusion of the initial term exercisable upon the mutual agreement of the parties; and

WHEREAS, work under the contract is proceeding based on a series of Task Orders negotiated by the parties; and

WHEREAS, due to limited sources of funding at the time, Burns & McDonnell submitted a proposal for services and corresponding budget for Task Order 2A for consent decree modification support and associated services in an amount not to exceed \$186,000.00 that was intended to provide funding for the services for a period of six (6) months through the first half of Fiscal Year 2022; and

WHEREAS, due to the uncertain financial condition of the Water-Sewer Utility, no funding was included in the Fiscal Year 2022 budget for Consent Decree Program Management; and

WHEREAS, Burns & McDonnell was able to continue using the funding under Task Order 1B to continue providing services through January 2022 and continued providing limited services under the existing General Engineering Services Agreement for Consent Decree Modification Support and Associated Services through the remainder of Fiscal Year; and

WHEREAS, the Department of Public Works recommends the City of Jackson ratify Task Order 2A with Burns & McDonnell in an amount not to exceed \$75,657.04 for services provided for consent decree modification support and associated services for the City's Clean Water Act Consent Decree.

Agenda Item No. 30
9.27.2022
(Hillman, Lumumba)

Office of the City Attorney


OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2280
Jackson, Mississippi 39202-2280
Telephone: (601) 960-1100
Facsimile: (601) 960-1100
2022

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING TASK ORDER 2A OF A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH BURNS & McDONNELL ENGINEERING COMPANY, INC. FOR CONSENT DECREE MODIFICATION SUPPORT AND ASSOCIATED SERVICES (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, Legal Counsel 

9/21/22
DATE

IT IS, THEREFORE, ORDERED that Task Order 2A in an amount not to exceed \$75,657.04, which is intended to provide funding for the services provided during Fiscal Year 2022 ending September 30, 2022 is hereby ratified.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
September 20, 2022

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER RATIFYING TASK ORDER 2A OF A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH BURNS & McDONNELL ENGINEERING COMPANY, INC. FOR CONSENT DECREE MODIFICATION SUPPORT AND ASSOCIATED SERVICES (CITYWIDE)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7
3.	Who will be affected	City of Jackson residents citywide.
4.	Benefits	Consent Decree Modification Support and Associated Services
5.	Schedule (beginning date)	Ongoing; continuation of work already being performed
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Department of Public Works
8.	COST	\$75,657.04 for Task Order 2A
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

Council Agenda Item Memorandum

To: Hon. Chokwe Antar Lumumba, Mayor

From: Jordan Hillman, Interim Director
Public Works Department

Date: September 20, 2022

Attached you will find an agenda item to ratify Task Order 2A of a professional engineering services agreement with Burns & McDonnell Engineering Company, Inc. for consent decree modification support and associated services.

Background:

Burns & McDonnell has transitioned the day-to-day program management activities of the City's Clean Water Act Consent Decree to WEI/AJA effective in 2020. The Department of Public Works continues to retain Burns & McDonnell to assist with the completion of the modification of the City's Clean Water Act Consent Decree. Burns & McDonnell has also successfully completed the revisions to the City's Sewer Overflow Response Plan. As part of the services associated with supporting the City with the modification negotiations, Burns & McDonnell has continued to provide strategic financial planning services, provide updates to both the short-term and long-term cash flow models, and provide a cost of service and rate study. The City, with the assistance of Burns & McDonnell and outside counsel, Susan Richardson, have continued negotiations for a modification to the Consent Decree. The City and its program management consultants have continued to meet with the EPA and MDEQ twice each month to monitor progress on the current Consent Decree and to continue modification negotiations. Under the previous Task Order 1B, Burns & McDonnell continued to update and refine the short-term and long-term financial models, provided rate recommendations that led to rate increases for water and sewer, and assisted in drafting proposed injunctive relief language for the consent decree modification, which is currently being reviewed by the EPA and MDEQ until funding under that task order was expended in mid-January 2022. Burns & McDonnell continued providing services under its existing contract, without a further Task Order through the end of July 2022.

Task Order 2A would provide payment for services not to exceed \$75,657.04 for services Burns & McDonnell provided after the middle of January 2022.

It is the recommendation of this office that Task Order 2A with Burns & McDonnell be ratified. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.



ORDER ACCEPTING PROPOSAL OF THE HANOVER INSURANCE GROUP TO PROVIDE COMMERCIAL PROPERTY AND BOILER & MACHINERY INSURANCE COVERAGE FOR THE VACANT DILLARD'S PROPERTY OBTAINED BY THE FISHER BROWN BOTTRELL INSURANCE AGENCY FOR THE PERIOD AUGUST 15, 2022 THROUGH AUGUST 15, 2023

OFFICE OF THE CITY ATTORNEY
10/27/22
C. Martin

WHEREAS, the City of Jackson entered into an Insurance Service Agreement with Fisher Brown Bottrell Insurance Agency to obtain Property and Boiler & Machinery Insurance Coverage for the City of Jackson; and

WHEREAS, Fisher Brown Bottrell Insurance Agency solicited quotes from insurance firms to obtain commercial property and boiler & machinery insurance coverage on the City of Jackson's vacant Dillard's property located at 1301 Metrocenter Drive; and

WHEREAS, Fisher Brown Bottrell Insurance Company advised that The Hanover Insurance Group submitted the best quote to provide property and boiler & machinery insurance coverage for the City of Jackson with an annual premium in the amount of \$54,814.41.

IT IS HEREBY ORDERED that the proposal of The Hanover Insurance Group as obtained by Fisher Brown Bottrell Insurance Agency to provide commercial property and boiler & machinery insurance coverage for the City of Jackson with an annual premium in the amount of \$54,814.41 for the period August 15, 2022 to August 15, 2023 be accepted;

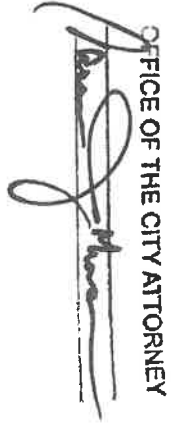
Agenda Item No. 31
9.27.2022
(C.Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/08/2022

DATE

POINTS		COMMENTS						
1.	1. Brief Description/Purpose	ORDER ACCEPTING PROPOSAL OF THE HANOVER INSURANCE GROUP TO PROVIDE COMMERCIAL PROPERTY AND BOILER & MACHINERY INSURANCE COVERAGE FOR THE VACANT DILLARD'S PROPERTY OBTAINED BY THE FISHER BROWN BOTTRELL INSURANCE AGENCY FOR THE PERIOD AUGUST 15, 2022 THROUGH AUGUST 15, 2023						
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A						
3.	Who will be affected	City of Jackson						
4.	Benefits	N/A						
5.	Schedule (beginning date)	N/A						
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A						
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney						
8.	COST	\$54,814.41						
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	1 407906541						
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>



OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING PROPOSAL OF THE HANOVER INSURANCE GROUP TO PROVIDE COMMERCIAL PROPERTY AND BOILER & MACHINERY INSURANCE COVERAGE FOR THE VACANT DILLARD'S PROPERTY OBTAINED BY THE FISHER BROWN BOTTRELL INSURANCE AGENCY FOR THE PERIOD AUGUST 15, 2022 THROUGH AUGUST 15, 2023** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

9/7/22
DATE



Carrie Johnson, *Senior Deputy City Attorney*

9/7/2022
DATE

MEMO

**TO: Chokwe Antar Lumumba, Mayor
City of Jackson**

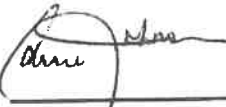
DATE: September 7, 2022

**RE: Order Accepting Proposal for Commercial Property and Boiler &
Machinery Insurance Coverage for the Vacant Dillard's Property**

Attached, you will find an item for the City Council Agenda requesting acceptance of proposal for Commercial Property and Boiler & Machinery insurance coverage for the City of Jackson.

The City of Jackson, through Fisher Brown Bottrell Insurance Agency, procured commercial property and boiler & machinery insurance coverage for periods August 15, 2022 to August 15, 2023, for the vacant Dillard's Property located at 1301 Metrocenter Drive with an annual premium in the amount of \$54,814.41.

It is hereby recommended, pending City Council approval, that the City of Jackson authorize acceptance of proposal of for Commercial Property and Boiler & Machinery insurance coverage described and the payment of the premium.



**Carrie Johnson, Senior Deputy City Attorney
Office of the City Attorney**

Attachments

Fisher Brown Bottrell Insurance, Inc.

P.O. Box 22505
 Jackson, MS 39225-2505
 Phone: (601) 960-8200
 Fax: (801) 208-7484
 Email:

Invoice # 110500	Page 1 of 1
Account Number	Date
JACKSON-01	8/19/2022
BALANCE DUE ON	
8/15/2022	
AMOUNT PAID	Amount Due
	\$54,814.41

City of Jackson
Attn: Risk Management
P.O. Box 17
Jackson, MS 39205

Property	Policy Number: F15J122388	Effective: 8/15/2022 to 8/15/2023
	Producer: Brian Johnson, CWCU	Account Manager: Stephanie Steed

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
105668	8/15/2022	8/15/2022	RENB	Renewal of PROP Effective 8/15/2022	\$50,259.00
105668	8/15/2022	8/15/2022	SLTX	Surplus Lines Tax for PROP	\$4,555.41
Total Invoice Balance:					\$54,814.41

Payment due upon receipt of invoice. Make payable to Fisher Brown Bottrell Insurance.
Please return payment to:
Fisher Brown Bottrell Insurance, Inc.
Post Office Box 22505
Jackson, MS 39225-2505

*To pay by credit card, please visit our website at www.trustmark.com/fbbi.html, select "Client Resources" and "Pay Premium".
 A 3% service fee will be assessed at processing for Visa, Mastercard & Discover. A 3.5% fee will be assessed on Amex.*

RECEIVED
 AUG 29 2022
RISK MANAGEMENT



COMMERCIAL LINES POLICY COMMON DECLARATIONS

Coverage is Provided in the following Company: **AIX Specialty Insurance Company**

POLICY NUMBER	POLICY PERIOD			Renewal of Number
F15 J122389 00	FROM	TO	AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN BELOW	1802476
	08/15/2022	08/15/2023		
NAMED INSURED AND MAILING ADDRESS				
(No., Street, Town or City, County, State, Zip Code)				
City of Jackson			Amwins Brokerage of Tennessee - Franklin - 1802476	
Attn: Risk Management, P.O. Box 17 Jackson, MS 39205			26 Century Blvd. Suite 700 Nashville, TN 37214	
DESCRIPTION OF BUSINESS				
Form of Business				
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Corp <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Public Entity <input type="checkbox"/> Other				
Business Description: Vacant				
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S) FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.				
				PREMIUM
<ul style="list-style-type: none"> ▪ Commercial Property Coverage Part..... ▪ Commercial General Liability Coverage Part..... ▪ Commercial Crime Coverage Part..... ▪ Commercial Inland Marine Coverage Part..... ▪ Boiler and Machinery Coverage Part..... ▪ Liquor Liability Coverage Part..... ▪ Terrorism Premium..... ▪ Loss Control Fee..... 				\$ 43,984.00 \$ \$ \$ \$ 1,706.00 \$ \$ 4,569.00 \$ 500.00
PREMIUM				
Prepaid – The total annual premium of \$ 50,759.00 is due at inception.				
Audit Period: Non-Auditable Unless Indicated by <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly <input type="checkbox"/> Other:				

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



COMMERCIAL LINES POLICY FORMS AND ENDORSEMENT SCHEDULE

POLICY NUMBER	Coverage Is Provided in the following Company:
F15 J122389 00	AIX Specialty Insurance Company

Form Number	Form Title
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL P 001 01 04	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
801-0077 06 20	MINIMUM RETAINED PREMIUM ENDORSEMENT
801-0222 08 17	CLAIM NOTICE
801-0107 06 13	MS SURPLUS LINES NOTICE
401-1127 01 15	NOTICE - ACCEPTANCE OF TERRORISM AND DISCLOSURE OF PREMIUM
401-1374 12 20	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
IL 09 52 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
801-0136 10 20	SERVICE OF SUIT CLAUSE
AIL00160613	IN WITNESS CLAUSE
451-0038 11 16	EQUIPMENT BREAKDOWN COVERAGE
451-0039 11 16	EQUIPMENT BREAKDOWN COVERAGE SCHEDULE
801-0133 06 13	POLLUTION EXCLUSION (PROPERTY)
801-0134 06 13	ASBESTOS EXCLUSION
801-0135 06 13	ABSOLUTE MOLD EXCLUSION (PROPERTY)
801-0152 01 14	LIMITATIONS ON COVERAGE FOR ROOF SURFACING
801-0160 05 14	TOTAL LOSS ENDORSEMENT - PROPERTY
801-0165 07 15	PROTECTIVE SAFEGUARDS
801-0167 07 15	ALUMINUM WIRING EXCLUSION
801-0170 11 15	EXCLUSION - PRE-EXISTING DAMAGE
CP 00 10 10 12	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP 00 90 07 88	COMMERCIAL PROPERTY CONDITIONS
CP 01 40 07 06	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP 03 21 10 12	WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE
CP 04 50 07 88	VACANCY PERMIT
CP 10 10 10 12	CAUSES OF LOSS - BASIC FORM
CP 10 33 10 12	THEFT EXCLUSION
CP 10 75 12 20	CYBER INCIDENT EXCLUSION
CP 12 18 10 12	LOSS PAYABLE PROVISIONS
IL 09 35 07 02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

NOTE: This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi, but is authorized to do business in Mississippi as a nonadmitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.

Surplus Lines Licensee Mary Caprice Allen

Mississippi Premium: \$50,259.00

Fees: \$850.00

Surplus Lines Tax: \$2,044.36

Stamping Fee: \$127.78

MS Nonadmitted Policy Fee: \$1,533.27



COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

POLICY NUMBER	POLICY PERIOD					
F15 J122389 00	FROM	TO	AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN BELOW			
	08/15/2022	08/15/2023				
DESCRIPTION OF PREMISES						
PREM. NO.	BLDG. NO.	LOCATION				
1	1	1301 Metrocenter, Jackson, MS 39209				
COVERAGES PROVIDED <small>Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown</small>						
Prem. No.	Bldg. No.	Coverage	Limit Of Insurance	Covered Cause Of Loss	Coinsurance*	
1	1	Building	\$9,259,815	Basic	80%	
1		Equipment Breakdown	\$9,259,815			
OPTIONAL COVERAGES <small>Applicable Only When Entries Are Made In The Section Below</small>						
Agreed Value				Replacement Cost (X)		
Prem. No.	Bldg. No.	Expiration Date	Coverage	Amount	+ IF EXTRA EXPENSE, LIMITS ON LOSS PAYMENT	
1	1					
INFLATION GUARD (PERCENTAGE)				++ MONTHLY LIMIT OF INDEMNITY (fraction)	+MAXIMUM PERIOD OF INDEMNITY (X)	++ EXTENDED PERIOD OF INDEMNITY (days)
Prem. No.	Bldg. No.	Building	Personal Property			
1	1	N/A	N/A			
MORTGAGEHOLDERS						
Prem. No.	Bldg. No.	Mortgageholder Name And Mailing Address				
DEDUCTIBLE: \$10,000 except 2% Wind/Hail subject to a \$100,000 Min						
TOTAL PREMIUM FOR THIS COVERAGE PART: \$45,690						

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



**COMMERCIAL LINES POLICY
PROPERTY SCHEDULE**

POLICY NUMBER		POLICY PERIOD		(12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN BELOW)	
F15 J122389 00		From: 08/15/2022	To: 08/15/2023		
COVERAGES PROVIDED					
PREM. NO.	BLDG. NO.	LOCATION	COVERAGE	VALUES	VALUATION
1	1	1301 Metrocenter, Jackson, MS 39209	Building	\$9,259,815	ACV
1		1301 Metrocenter, Jackson, MS 39209	Equipment Breakdown	\$9,259,815	

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

**ORDER ACCEPTING PROPOSAL OF LIBERTY MUTUAL
INSURANCE COMPANY TO PROVIDE COMMERCIAL
PROPERTY AND BOILER & MACHINERY INSURANCE
COVERAGE OBTAINED BY THE FISHER BROWN BOTTRELL
INSURANCE AGENCY FOR THE PERIOD AUGUST 15, 2022
THROUGH AUGUST 15, 2023**

OFFICE OF THE CITY ATTORNEY

WHEREAS, the City of Jackson entered into an Insurance Service Agreement with Fisher Brown Bottrell Insurance Agency to obtain Property and Boiler & Machinery Insurance Coverage for the City of Jackson; and

WHEREAS, Fisher Brown Bottrell Insurance Agency solicited quotes from insurance firms to obtain commercial property and boiler & machinery insurance coverage on the City of Jackson's properties and facilities; and

WHEREAS, Fisher Brown Bottrell Insurance Company advised that Liberty Mutual Insurance Company submitted the best quote to provide property and boiler & machinery insurance coverage for the City of Jackson with an annual premium in the amount of \$1,206,886.00; and

WHEREAS, the deductible associated with the Liberty Mutual Insurance Company proposal is \$100,000.00;

IT IS HEREBY ORDERED that the proposal of Liberty Mutual Insurance Company as obtained by Fisher Brown Bottrell Insurance Agency to provide commercial property and boiler & machinery insurance coverage for the City of Jackson with an annual premium in the amount of \$1,206,886.00 for the period August 15, 2022 to August 15, 2023 be accepted;

(MARTIN, LUMUMBA)

Proposal Presented to City of Jackson

Coverage	Proposed Premium	Expiring Premium	Minimum Earned Premium % If Applicable	Minimum & Deposit Applies (X)	Accepted (Yes/No)
Property/Boiler-High Flood Hazard Zone Deductible \$1,000,000	\$1,202,985.00	\$1,034,006.00			Yes
Crime	\$901.00	\$843.00			Yes
Total Premium	\$1,206,886.00	\$1,034,849.00			Yes

Subjectivities (Due within 30 days): Liberty Mutual Fire Insurance Company

Signed Statement of Values
Compliance with risk control recommendations from 2021
Response to Underwriting Questions

Coverage	Proposed Premium	Expiring Premium	Minimum Earned Premium % If Applicable	Minimum & Deposit Applies (X)	Accepted (Yes/No)
Vacant Property-Basic Form	\$50,759.99	\$51,528.52	\$22,500.00	Yes	Yes
Total Premium	\$50,759.99	\$51,528.52			Yes

Subjectivities (Due within 30 days): AXIS Specialty Insurance Company

See Quote

Minimum and Deposit

Some policies may include a minimum and deposit endorsement and are noted above. Once coverage is bound, the premium amount in this Proposal represents the minimum premium due. The carrier has the right to audit your records for final premium determination. Additional premiums will be collected because of underestimated exposures.

Minimum Earned Premium

Some policies may include a minimum earned premium endorsement and are noted above.

Insurance Company:

Liberty Mutual Fire Insurance Company
AIX Specialty Insurance Company

AM Best Rating:

A, XV
A, XV

Admitted/Non Admitted

Admitted
Non-Admitted

Fisher Brown Bottrell Insurance, Inc.


Terrorism Coverage – Included in Above		Accept (client initials)	Reject (client initials)
Coverage/s	Premium		
Property/Crime	\$4,523.00		
Vacant Property	\$4,569.00		

Payment Options				
Down Payment Amount	Coverage/s	Check Payable to	# of Installments	Installment Amount
TBD	Property/Crime	Fisher Brown Bottrell	N/A	N/A
\$50,759.99	Vacant Property	Fisher Brown Bottrell	N/A	N/A

Client Authorization to Bind Coverage:

We, City of Jackson, confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our (City of Jackson) responsibility to see that they are maintained accurately.

City of Jackson accepts the above coverages as proposed, including any initialed handwritten changes, by Fisher Brown Bottrell Insurance, Inc. Please bind coverages effective 8/15/2022. I understand that this proposal is only an outline of the insurance policy. It does not include all of the terms, coverages, exclusions, limitations, and conditions included in the insurance policy. Regardless of the terms, limitations, and conditions carried in prior years, this proposal contemplates only the limited terms, conditions, warranties, and exposures represented herein. The insurance policies will include these specific details. An adjustment of premium(s) may be made at the time of policy issuance if necessary.

Signature:  CPM
 Title: Mayor of City of Jackson Mississippi
 Date: August 17, 2022

ORDER ACCEPTING THE PROPOSAL OF LIBERTY MUTUAL INSURANCE COMPANY TO PROVIDE COMMERCIAL PROPERTY AND BOILER & MACHINERY INSURANCE COVERAGE OBTAINED BY THE FISHER BROWN BOTTRELL INSURANCE AGENCY FOR THE PERIOD AUGUST 15, 2022 THROUGH AUGUST 15, 2023.

WHEREAS, the City of Jackson entered into an Insurance Service Agreement with Fisher Brown Bottrell Insurance Agency to obtain Property and Boiler & Machinery Insurance Coverage for the City of Jackson; and

WHEREAS, Fisher Brown Bottrell Insurance Agency solicited quotes from insurance firms to obtain commercial property and boiler & machinery insurance coverage on the City of Jackson's properties and facilities; and

WHEREAS, Fisher Brown Bottrell Insurance Company advised that Liberty Mutual Insurance Company submitted the best quote to provide property and boiler & machinery insurance coverage for the City of Jackson with an annual premium in the amount of \$1,206,886.00.

WHEREAS, the deductible associated with the Liberty Mutual Insurance Company proposal is \$100,000.00;

IT IS HEREBY ORDERED that the proposal of Liberty Mutual Insurance Company as obtained by Fisher Brown Bottrell Insurance Agency to provide commercial property and boiler & machinery insurance coverage for the City of Jackson with an annual premium in the amount of \$1,206,886.00 for the period August 15, 2022 to August 15, 2023 be accepted;

Vice President Lee moved adoption; **Council Member Grizzell** 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
9/27/22

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN CARROLL RHODES AND LINDA RHODES V. CITY OF JACKSON, MISSISSIPPI, CAUSE NO.: 21-182, IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT

WHEREAS, on April 1, 2021, a Complaint was filed naming the City of Jackson, Mississippi, as a Defendant, in the Circuit Court of Hinds County, Mississippi, First Judicial District, Cause No. 21-182; and

WHEREAS, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and

WHEREAS, the Office of the City attorney advises that Plaintiff and its counsel are willing to accept settlement in a reasonable amount to fully release all claims against the City of Jackson; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Jackson to resolve all issues and claims against all parties and pay said settlement; and

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims in the lawsuit styled *Carroll Rhodes and Linda Rhodes v. City Of Jackson, Mississippi*, Cause No.: 21-182; to execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiffs and their Counsel, as full and final settlement of this matter.

APPROVED FOR AGENDA:

FINANCE

Budgeted: yes no

LEGAL

CAO

MAYOR'S OFFICE

INITIALS: DATE:

Acct # 001519306414

Agenda Item No. 32

9.27.2022

(C.Martin, Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN CARROLL RHODES AND LINDA RHODES V. CITY OF JACKSON, MISSISSIPPI, CAUSE NO.: 21-182, IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Drew Martin, Deputy City Attorney



9/21/22

Date

OFFICE OF THE CITY ATTORNEY
9/21/22

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022 and August 30, 2022 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended.

Agenda Item No. 33
9.27, 2022
(Jackson City Council)

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
SUPPORTING A NEW FOOTBALL STADIUM FOR JACKSON STATE UNIVERSITY

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

WHEREAS, the renaissance of the Jackson State University football program under the leadership of President Thomas K. Hudson with the addition of new head football coach, Coach Prime, and the national and international renowned garnered by the continuously successful football program bringing positive attention to the University, HBCUs all over the United States, the City of Jackson and the State of Mississippi; and

WHEREAS, the City of Jackson being Mississippi's capital city must be made a priority in the state government; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council express its common desire and full support for a new football stadium for Jackson State University in the City of Jackson.

THEREFORE, IT IS HEREBY RESOLVED, the City Council of Jackson, Mississippi hereby supports a new football stadium for Jackson State University.

SO RESOLVED, this the _____ day of September, 2022.

Agenda Item # 34
Agenda Date: September 27, 2022
BY: STOKES

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
AUTHORIZING THE IMMEDIATE CLEAN-UP OF THE RECENTLY BURNED
SITE AND LONG-STANDING PUBLIC HEALTH HAZARD AT THE
INTERSECTION OF PALMYRA STREET AND MONUMENT STREET

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

WHEREAS, the long-standing public health hazard at the intersection of Palmyra Street and Monument Street was ablaze recently with an hours-long fire which has continuing dire public health consequences to the surrounding communities; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that this lethal public health site be immediately cleaned up and cleared of any hazardous materials; and

THEREFORE, IT IS HEREBY ORDERED, that the City Council of Jackson, Mississippi hereby authorizes the immediate clean-up of the recently burned site and long-standing public health hazard at the intersection of Palmyra Street and Monument Street.

SO ORDERED, this the _____ day of September, 2022.

Agenda Item # 35

Agenda Date: September 27, 2022

BY: STOKES

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
AUTHORIZING TWO HUNDRED FIFTY THOUSAND DOLLARS GRANT TO
VISIT JACKSON TO HELP JACKSON BUSINESSES BECAUSE OF WATER CRISIS

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

WHEREAS, the office of Visit Jackson is the local business advocate organization who assists businesses to grow and thrive in the City of Jackson; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the local businesses receive some help from the City of Jackson in light of the water crisis; and

WHEREAS, Two Hundred Fifty Thousand Dollars (\$250,000.00) will come from the general fund to be replaced in the general fund by fund balance funds when fund balance revenue numbers are in.

THEREFORE, IT IS HEREBY ORDERED, that the City Council of Jackson, Mississippi hereby authorizes a Two Hundred Fifty Thousand Dollars grant to Visit Jackson to help Jackson businesses because of the water crisis.

SO ORDERED, the the ____ day of September, 2022.

Agenda Item # 36
Agenda Date: September 27, 2022
BY: STOKES

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
AUTHORIZING THE MAYOR TO CONTINUE AND COMPLETE THE REQUEST FOR
PROPOSAL PROCESS TO ALLOW AN OPPORTUNITY FOR A GARBAGE
CONTRACT APPROVED BY THE AFFIRMATIVE VOTE OF THE JACKSON CITY
COUNCIL

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

WHEREAS, the Request for Proposal (RFP) process for a garbage contract for the City of Jackson was unilaterally and abruptly ended by the Mayor before the Jackson City Council was able to vote on all of the bids offered in the RFP; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council complete the Request for Proposals process as bid and that the Jackson City Council be given the opportunity to vote on all of the proposals and allow an opportunity for an affirmative vote to be taken by the Jackson City Council in order to obtain a garbage contract in accordance with all rules, regulations, and laws applicable to the RFP process.

THEREFORE, IT IS HEREBY ORDERED, that the City Council of Jackson, Mississippi hereby votes in favor of authorizing the Mayor to continue and complete the Request for Proposal process to allow an opportunity for a garbage contract approved by the affirmative vote of the Jackson City Council.

SO ORDERED, this the _____ day of September, 2022.

Agenda Item # 37
Agenda Date: September 27, 2022
BY: STOKES