



REVISED

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

October 25, 2022

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT
INVOCATION

- 1. REV. DR. JAMIE L. CAPERS OF LYNCH STREET CME CHURCH**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

- 2. NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
- 3. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., 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 - \$47,755.00. CASE #CE-21-222 AND CE-21-224. (WARD 7) (DOTSON, LUMUMBA)**
- 4. APPROVAL OF THE SEPTEMBER 8, 2022 SPECIAL COUNCIL MEETING AMENDED MINUTES. (S.JORDAN, FOOTE)**
- 5. APPROVAL OF THE SEPTEMBER 13, 2022 REGULAR COUNCIL MEETING AMENDED MINUTES. (S.JORDAN, FOOTE)**
- 6. APPROVAL OF THE SEPTEMBER 16, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)**
- 7. APPROVAL OF THE SEPTEMBER 27, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)**

8. APPROVAL OF THE SEPTEMBER 28, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
9. APPROVAL OF THE OCTOBER 6, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
10. APPROVAL OF THE OCTOBER 11, 2022 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)

INTRODUCTION OF ORDINANCES

REGULAR AGENDA

11. CLAIMS (MALEMBEKA, LUMUMBA)
12. PAYROLL (MALEMBEKA, LUMUMBA)
13. ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48- MONTH RENTAL AGREEMENT WITH RJ YOUNG FOR A CANON C5860I- 3825C002AA COPIER TO BE USED BY THE DIRECTOR'S OFFICE, PURCHASING, BUDGET, AND TREASURY MANAGER UNDER THE DEPARTMENT OF ADMINISTRATION. (MALEMBEKA, LUMUMBA)
14. ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF SHARON THAMES AS DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION, CITY OF JACKSON, MISSISSIPPI.
15. ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF MURIEL REID AS DIRECTOR OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, CITY OF JACKSON, MISSISSIPPI.
16. ORDER AUTHORIZING THE MAYOR TO AMEND SIX ANTENNA SITE LICENSE AGREEMENTS WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS TO AMEND THE AGREEMENTS TO MODIFY LICENSEE'S EQUIPMENT AS SET FORTH HEREIN WITHIN THE CITY OF JACKSON. (REID, LUMUMBA)
17. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CURRENT AGREEMENT WITH UNITED HEALTHCARE SERVICES, INC., WHO SERVES AS THE THIRD-PARTY ADMINISTRATOR FOR THE CITY OF JACKSON'S SELF-FUNDED EMPLOYEE AND RETIREE MEDICAL BENEFITS PLAN COVERING THE PLAN YEARS JANUARY 1, 2023 TO DECEMBER 31, 2023 AND JANUARY 1, 2024 TO DECEMBER 31, 2024. (T.MARTIN, LUMUMBA)
18. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CIVICPLUS, LLC TO PROVIDE CODING AND SUPPLEMENT SERVICE FOR THE CODE OF ORDINANCES FOR THE CITY OF JACKSON, MISSISSIPPI. (A. HARRIS, LUMUMBA)
19. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ART AND ARTIFACT DONATION AGREEMENT WITH KRISTEN TORDELLA-WILLIAMS FOR THE DONATION OF THE EUDORA WELTY WREATH TO THE CITY OF JACKSON, MISSISSIPPI (KIDD, LUMUMBA)

20. **ORDER AUTHORIZING THE TERMINATION OF TWO COMMERCIAL AGREEMENTS WITH INTEGRATED PEST CONTROL MAINTENANCE AND TO COMPENSATE INTEGRATED PEST CONTROL MAINTENANCE FOR SERVICES COMPLETED PRIOR TO RECEIPT OF NOTICE TO TERMINATE SAID AGREEMENT. (KIDD, LUMUMBA).**
21. **ORDER AUTHORIZING TERMINATION OF THE PROFESSIONAL SERVICE AGREEMENT WITH CAPITAL CITY SECURITY, INC. AND TO COMPENSATE CAPITAL CITY SECURITY, INC. FOR SERVICES COMPLETED PRIOR TO RECEIPT OF NOTICE TO TERMINATE SAID AGREEMENT. (KIDD, LUMUMBA)**
22. **ORDER RATIFYING THE ACCEPTANCE OF PERISHABLE SUPPLIES AND FOODS ITEMS FROM PRAIRIE FARMS DAIRY SERVICES FOR THE CITY OF JACKSON'S EARLY CHILDHOOD DEVELOPMENT CENTERS AND AUTHORIZING PAYMENT FOR SAID SERVICES. (KIDD, LUMUMBA)**
23. **ORDER AMENDING THE AUGUST 31, 2021, ORDER WHICH AUTHORIZED ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2020 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM FUNDS IN THE JACKSON METROPOLITAN STATISTICAL AREA FOR A TOTAL OF \$1,434,010.00 (MSA) FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). (ALL WARDS) (DOTSON, LUMUMBA)**
24. **ORDER APPROVING A COMPREHENSIVE SIGN PLAN FOR THE MEADOWBROOK OFFICE PARK THROUGH ALTERNATIVE COMPLIANCE PURSUANT TO CHAPTER 2 SECTION 102-30 (16) OF THE CITY OF JACKSON CODE OF ORDINANCES. (DOTSON, LUMUMBA)**
25. **A RESOLUTION OF THE JACKSON CITY COUNCIL ADOPTING THE CITY OF JACKSON HAZARD MITIGATION PLAN. (DOTSON, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C450i DIGITAL COPIER TO BE USED BY THE WATER/SEWER UTILITIES DIVISION OF THE DEPARTMENT OF PUBLIC WORKS. (HILLMAN, LUMUMBA)**
27. **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. (STOKES)**
28. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ORDERING THE EXPANSION OF THE RANKS OF THE JACKSON POLICE DEPARTMENT BY A MINIMUM OF ONE HUNDRED SWORN OFFICERS WITHIN A TIME PERIOD OF ONE YEAR. (STOKES)**
29. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**

30. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 2 TO THE AGREEMENT OF CORNERSTONE ENGINEERING. LLC FOR O.B. CURTIS AND J.H. FEWELL WATER TREATMENT PLANTS GENERAL ENGINEERING SERVICES. (HILLMAN, LUMUMBA)**
31. **ORDER AUTHORIZING TASK ORDER 3A OF A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH BURNS & McDONNELL ENGINEERING COMPANY, INC. FOR CONSENT DECREE MODIFICATION SUPPORT AND ASSOCIATED SERVICES. (HILLMAN, LUMUMBA)**
32. **ORDER AUTHORIZING A PROJECT PARTNERSHIP AGREEMENT WITH THE UNITED STATES ARMY CORPS OF ENGINEERS FOR A SECTION 22 MATCHING GRANT TO FUND A COMPREHENSIVE HYDRAULIC MODEL AND VALVE PLAN FOR THE WATER SYSTEM. (HILLMAN, LUMUMBA)**
33. **ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET OF THE CITY OF JACKSON WATER-SEWER BUSINESS ADMINISTRATION DIVISION. (HILLMAN, LUMUMBA)**
34. **ORDER ACCEPTING THE PROPOSAL OF MS TIRE RECYCLING LLC FOR THE COLLECTION OF WASTE TIRES AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT. (ALL WARDS) (HILLMAN, LUMUMBA)**
35. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE WEST CAPITOL STREET PROJECT (BOLING STREET TO PRENTISS STREET). (HILLMAN, LUMUMBA)**
36. **ORDER AUTHORIZING TASK ORDER 3A TO A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH WEI/AJA, LLC FOR CONSENT DECREE PROGRAM MANAGEMENT SERVICES FOR A TERM BEGINNING OCTOBER 1, 2022 THROUGH MARCH 31, 2023. (HILLMAN, LUMUMBA)**
37. **ORDER AUTHORIZING THE MAYOR AND THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO EXECUTE AND SUBMIT A GRANT APPLICATION FOR SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS TO THE NATIONAL PARK SERVICE OF THE U.S. DEPARTMENT OF INTERIOR FOR A HISTORIC PRESERVATION PROJECT FROM THE AMERICAN CIVIL RIGHTS PROGRAM. (DOTSON, LUMUMBA)**
38. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MASTER SERVICES AGREEMENT WITH METRIX SOLUTIONS, LLC TO ACQUIRE THE BARRACUDA ESSENTIAL LICENSE AND EMAIL IMPERSONATION PROTECTION AND PHISHING ATTACK TO PREVENT PERSONALIZED FRAUD ATTACKS TO THE CURRENT EMAIL SYSTEM, OFFICE 365 OUTLOOK. (REID, LUMUMBA)**
39. **ORDER AUTHORIZING PERSONNEL ACTIONS. (S.JORDAN)**

DISCUSSION

40. **DISCUSSION: GROVE PARK GOLF COURSE (GRIZZELL)**
41. **DISCUSSION: WALTER DUTCH WELCH (GRIZZELL)**
42. **DISCUSSION: CITY RFP FOR 3RD PARTY WATER PLANTS MANAGER (FOOTE)**
43. **DISCUSSION: JACKSON REDEVELOPMENT AUTHORITY (JRA) (STOKES)**
44. **DISCUSSION: MARY C. JONES SCHOOL (STOKES)**
45. **DISCUSSION: BOBBY RUSH BLVD. (HARTLEY)**
46. **DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., 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 - \$47,755.00. 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 St; and

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

WHEREAS, the Community Improvement Division of the Planning and Development Department solicited bids to perform demolition and professional services to remedy the conditions on parcels 190-53 and 190-54 located at 220 W Pascagoula St and 226 W Pascagoula St; and

WHEREAS, Love Trucking Co., Inc., located at 761 Woodlake Drive, Jackson Mississippi 39206, has submitted the best bid to perform professional services for the sum of \$47,755.00; and

WHEREAS, it is in the best interest of the City, and the citizens of Jackson that the Property be maintained; and

WHEREAS, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with Love Trucking Co. 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 \$47,755.00.

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

Consent Agenda
Agenda Item No. 3
Agenda Date 10.25.2022
(Dotson, Lumumba)

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

SECTION 3 – SPECIFICATIONS, CODES, AND REGULATIONS

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

SECTION 4 - INSURANCE

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

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

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

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

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

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

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

SECTION 5 – ASBESTOS COMPLIANCE

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

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

Housing and Urban Development, (“HUD”) and the Mississippi Department of Health, (“MDH”.)

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

SECTION 6 – PERMITS AND LICENSES

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

SECTION 7 – DEBRIS AND MATERIAL REMOVAL

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi

Chokwe A. Lumumba, Mayor

200 S. President Street

Post Office Box 17

Jackson, Mississippi 39205-0017

LOVE TRUCKING CO., INC

DENNIS LOVE

6341 Ashley Drive

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 Love Trucking, LLC to demolish and remove remains of the dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards; and cut grass and weeds, 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 \$47,755.00.

ITEM NO. _____

DATE: October 11, 2022

BY: (DOTSON, LUMUMBA)

PROPOSED CONTRACT

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

DEMOLITION CONTRACT

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Love Trucking Co., having its principal place of business at 6341 Ashley Drive Jackson MS 39213, and mailing address of 6341 Ashley Drive Jackson MS 39213 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Love Trucking Co., on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 190-44 bearing the physical address of 220 W Pascaoula St and 226 W Pascaoula St. in the City of Jackson, Mississippi; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson solicited bids for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the VENDOR is willing to perform the work for the City based on the bid submitted;

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

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of

\$47,755.00.

SECTION 2 – NOTICE TO PROCEED

Vendor shall not begin the work to be performed until receipt of written Notice to Proceed, after which the Vendor shall complete the work within thirty (30) calendar days of the date of the Notice to Proceed attached in Exhibit B. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed.

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 AND LEAD 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.
10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

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 or Bids." 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 site. In lieu of disposal receipts for salvageable materials, Vendor shall submit proof of recycling or appropriate storage for repurposed materials.

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 Antar Lumumba, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Vendor: Love Trucking Co
Dennis Love
6341 Ashley Drive
Jackson, MS 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 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 CITY, fires, floods, epidemics/pandemics, 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 20 – 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 21 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt of 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 Executed: _____

THE CITY OF JACKSON

By: _____
Chokwe Antar Lumumba, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #190-44** bearing the physical address of 215 W. Pearl St. for **Case #2020-1431**:

Demolish and remove remains of dilapidated structure leaving slab in place; remove trash, debris, steps, tires, and any other items to ensure property is clear and free of any and all health hazards; and cut grass and weeds.

DATE: September 1, 2022
 BY: (DOTSON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **09/1/2022**
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., 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	\$47,755.00

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 _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____		

Department of Planning and Development
Community Improvement Division



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Chloe Dotson
Interim. Director Planning and Development

DATE: September 1, 2022

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **LOVE TRUCKING CO.** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-21-222 AND CE-21-224.

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 LOVE TRUCKING CO., 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- \$47,755.00. CASE #CE-21-222 AND CE-21-224 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney 

10/4/22

Date

OFFICE OF THE CITY ATTORNEY
10/4/22
J.M.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH RJ YOUNG FOR A CANON C5860I COPIER TO BE USED BY THE PURCHASING, BUDGET, AND TREASURY DIVISION AND THE DEPARTMENT OF ADMINISTRATION

OFFICE OF THE CITY ATTORNEY
26.000
10/14/22

WHEREAS, the Department of Administration and the Purchasing, Budget, and Treasury Divisions desire to enter into a 48- month rental agreement for a Canon C5860i with a staple finisher, buffer pass unit, 2/3 hole puncher, cassette feeding unit, and super G3 fax board; and

WHEREAS, Section 31-7-13(m)(i) of the Mississippi Code of 1972, as amended, provides that purchasing agreements, contracts, and maximum price regulations executed or approved by the Department of Finance and Administration are excepted from bid requirements; and

WHEREAS, the Department of Finance and Administration and Office of Purchasing, Travel, and the Fleet Management has entered into a contract for the State of Mississippi with Canon USA, INC. to furnish copiers/printers, purchase and rental on a nonexclusive basis pursuant to State Contract No. 8200062043; and

WHEREAS, the State entered into State Contract No. 8200062043 for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts, and other political subdivisions of the State of Mississippi. The entities are authorized to purchase for this contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the Mississippi Procurement Manual; and

WHEREAS, RJ Young, Inc., located at 2030 NW Progress Parkway, Jackson, Mississippi, 39213, is an authorized dealer/distributor for Canon USA, INC. and has proposed a 48-month rental agreement with the City of Jackson at a price not to exceed \$320.00 a month that will commence on November 11, 2022, and shall terminate on October 31, 2026; and

WHEREAS, RJ Young, Inc. will provide a Canon C5860i, staple finisher, buffer pass unit, 2/3 hole puncher unit, cassette feeding unit, super G3 fax board with black/white clicks will be charged at \$.006 per click, all color clicks will be charged at \$.045 per click and service includes parts, labor, drums, developer, and toner.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the Rental Agreement and necessary documents with RJ Young to provide a 48-month rental of a Canon C5860i copier, including a staple finisher, buffer pass unit, 2/3 hole puncher unit, cassette feeding unit, super G3 fax board plus a copy charge of (black & white) pages, \$.006 per click per (color) at \$.045 per click, and maintenance program inclusive parts, labor, drums, developer, toner, and supplies at a cost not to exceed \$320.00 per month.

IT IS FURTHER ORDERED that payment for said copier rental shall be made from the general funds.

Agenda Item No. 13
10.25.2022
(Malembeka, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 12, 2022

DATE

POINTS	COMMENTS																																													
1. Brief Description / Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH RJ YOUNG FOR CANON C5860i TO BE UTILIZED BY DIRECTOR'S OFFICE, PURCHASING, AND TREASURY MANAGER UNDER THE DEPARTMENT OF ADMINISTRATION																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item allows the Director's Office, Purchasing, Budget, and Treasury Manager under the Department of Administration to produce the various types of documents required for this office to perform its intended functions.																																													
3. Who will be affected	Director's Office, Purchasing, Budget, and Treasury Manager under the Department of Administration																																													
4. Benefits	Improved quality of documents and productivity																																													
5. Schedule (beginning date)	Upon expiration of the current copier																																													
6. Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Warren Hood Building																																													
7. Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Director's Office, Purchasing, Budget, and Treasury Manager under the Department of Administration																																													
8. COST	\$320.00 per month for a 48-month rental period.																																													
9. Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Account#001-414106514																																													
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	___																																						

Memorandum

DATE: October 12, 2022

To: Chokewe Antar Lumumba, Mayor

From: Fidelis Malembeke/Chief Financial Officer

RE: Director's Office, Purchasing, Budget, and Treasury Manager under the Department of Administration Multifunction Copier/Printer

The current contract provides for a 48-month rental of a Canon C5860i Copier for use by the Director's Office, Purchasing, Budget, and Treasury Manager under the Department of Administration.

The Department of Administration has a current contract that is approved with RJ Young; and

RJ Young is the supplier of the multifunction copier and has a servicing located in Jackson, Mississippi.

The requested advance digital color copier monthly lease price of \$320.00/month which includes all parts, labor, drums, and toner and repair maintenance plus a per copy price of \$.006 for black & white, \$0.45 per color.

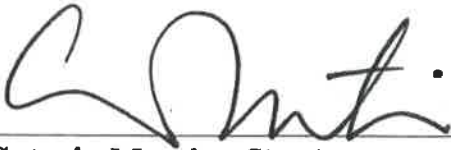
It is the recommendation of the Department of Administration that this agreement is approved. If any additional information is required, please do not hesitate to contact me at 2314.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207 2779
Telephone: (601) 960-1758
Facsimile: (601) 960-1759

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48- MONTH RENTAL AGREEMENT WITH RJ YOUNG FOR A CANON C5860I COPIER TO BE USED BY PURCHASING, BUDGET, AND TREASURY DIVISION AND THE DEPARTMENT OF ADMINISTRATION** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

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

10/14/22
Date

OFFICE OF THE CITY ATTORNEY
10/14/22 S.M.

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF SHARON THAMES AS DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION, CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on October 25, 2022, the Mayor appointed Sharon Thames as Director of the Department of Administration for the City of Jackson, Mississippi; and

WHEREAS, the appointment came before the City Council for confirmation as required by Section 21-8-23, Mississippi Code of 1972, as amended; and

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

IT IS, THEREFORE, ORDERED by the City Council of the City of Jackson, Mississippi, that the appointment of Sharon Thames as Director of the Department of Administration for the City of Jackson, Mississippi, is hereby confirmed.

Agenda Item No. 14
10.25.2022
(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

This ORDER AUTHORIZING THE MAYOR'S APPOINTMENT OF SHARON THAMES AS DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION, CITY OF JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

10/20/22
Date

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF MURIEL REID AS DIRECTOR OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on October 25, 2022, the Mayor appointed Muriel Reid as Director of the Department of Information Technology for the City of Jackson, Mississippi; and

WHEREAS, the appointment came before the City Council for confirmation as required by Section 21-8-23, Mississippi Code of 1972, as amended; and

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

IT IS, THEREFORE, ORDERED by the City Council of the City of Jackson, Mississippi, that the appointment of Muriel Reid as Director of the Department of Information Technology for the City of Jackson, Mississippi, is hereby confirmed.

Agenda Item No. 15
10.25.2022
(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

This **ORDER AUTHORIZING THE MAYOR'S APPOINTMENT OF MURIEL REID AS DIRECTOR OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

10/20/22
Date

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY CLERK
K. M. [Signature]
10/21/22

ORDER AUTHORIZING THE MAYOR TO AMEND SIX ANTENNA SITE LICENSE AGREEMENTS WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS TO MODIFY VERIZON'S EQUIPMENT AND TO INCREASE RENT AS SET FORTH HEREIN WITHIN THE CITY OF JACKSON.

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) vests the care, management, and control of the municipal affairs and its property and finances with the governing authorities; and

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt an order concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreements with Celco Partnership d/b/a Verizon Wireless ("Verizon") that will modify Verizon's equipment and increase the monthly license fees at the towers located at W. Northside Drive (Site#4 /Fire Station #7), Lake Hico (Site #13), Lerida Court (Site #24), Riverside Drive (Site#2), Beasley Road (Site#25), Outer Circle Drive (Site #26); and

WHEREAS, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at the West Northside Drive (Site #4/Fire Station #7) Tower:

- a) Commencing on the first (1st) day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by Two Hundred Forty-One and 50/100th Dollars (\$241.50). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- b) The parties agree that Verizon is authorized to modify its equipment as described in Exhibit B-3 attached hereto and incorporated herein by reference.

WHEREAS, Verizon has proposed the following provisions for the tower located at the Lerida Court (Site #24) Tower:

- a) Commencing on the first (1st) day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by Two Hundred Nineteen and No/100th Dollars (\$219.00). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- b) The parties agree that Verizon is authorized to modify its equipment as described in Exhibit D-2 attached hereto and incorporated herein by reference.

WHEREAS, Verizon has proposed the following provisions for the tower located at the Lake Hico (Site #13) Tower:

- a) Commencing on the first (1st) day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by One Hundred Eighty-

Agenda Item No. 16
10.25.2022
(Reid, Lumumba)

Seven and 50/100th Dollars (\$187.50). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.

- b) The parties agree that Verizon is authorized to modify its equipment as described in Exhibit B-1 attached hereto and incorporated herein by reference.

WHEREAS, Verizon has proposed the following provisions for the tower located at the Outer Circle Drive (Site #26) Kirks Gym Tower:

- a) Commencing on the first (1st) day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by One Hundred Ninety-Five and No/100th Dollars (\$195.00). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- b) The parties agree that Verizon is authorized to modify its equipment as described in Exhibit D-2 attached hereto and incorporated herein by reference.

WHEREAS, Verizon has proposed the following provisions for the tower located at the Beasley Road (Site #25) Tower:

- a) Commencing on the first (1st) day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by Two Hundred Twenty-Three and 50/100th Dollars (\$223.50). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- b) The parties agree that Verizon is authorized to modify its equipment as described in Exhibit B-3 attached hereto and incorporated herein by reference

WHEREAS, Verizon has proposed the following provisions for the tower located at the Riverside Drive (Site #2) Tower:

- a) Commencing on the first (1st) day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by Two Hundred Seventy-Seven and 50/100th Dollars (\$277.50). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- b) The parties agree that Verizon is authorized to modify its equipment as described in Exhibit D-3 attached hereto and incorporated herein by reference

WHEREAS, all covenants, terms, and obligations of the agreements previously entered into between the parties are not modified by the proposed amendments, and the terms and the provisions of the amendments shall control in the event of any inconsistency or discrepancy between the agreement and the amendments; and

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Third Amendment to Antenna Site License Agreement for the property at Site #4 /FS 7 Tower, located at 104 W. Northside Drive, Jackson, Hinds County, Mississippi, 39206.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the First Amendment to Antenna Site License Agreement for the property at Lake Hico/ Site #13 Tower, located at 1921 W. Northside Drive, Jackson, Hinds County, Mississippi, 39213.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Second Amendment to Antenna Site License Agreement for the property at Lerida Court/Site #24 Tower, located at 810 Lerida Court Jackson, Hinds County, Mississippi, 39213.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Third Amendment to Antenna Site License Agreement for the property at FS 21 Tower, located at Site #2/ Riverside Drive Jackson, Hinds County, Mississippi, 39202.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Third Amendment to Antenna Site License Agreement for the property at Site #25/Beasley Rd, located 235 Beasley Road Jackson, Hinds County, Mississippi, 39206.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Second Amendment to Antenna Site License Agreement for the property at Site #26/ Kirk's Gym, located at 80 Outer Circle Drive, Jackson, Hinds County, Mississippi, 39209.

IT IS FURTHER ORDERED that the Mayor may perform those actions necessary to effect this Order's purpose, except expending municipal funds without further approval of the Jackson City Order.

LICENSEE SITE NAME/NUMBER: JSN EUBANKS Creek/254559
LICENSOR SITE NAME: #4 TOWER FS7

EXHIBIT B-3

Licensee is authorized to install the following equipment on the Tower:

- 6 Commscope NHH-65C-R2B antennas, or like kind @ 161' centerline;
- 3 Samsung B2/B66A RRH-BR049 (RFV01U-D1A), or like kind;
- 3 Samsung B5/B18 RRH-BR04C (RFV01U-D2A), or like kind;
- 1 Raycap RCMDC-6627-PF-48 OVP box, or like kind;
- 6 (1-5/8") coax cables, or like kind;
- 1 12x24 hybrid cable, or like kind

LICENSEE SITE NAME/NUMBER: JACKSON #2 WOODROW/201692
LICENSOR SITE NAME: LERIDA COURT

Exhibit D-2

Licensee is authorized to install the following equipment on the Tower:

- 3 Commscope NHH-65C-R2B antennas, or like kind @ 138' centerline;
- 3 Commscope NHH-65C-R2B antennas, or like kind @ 146' centerline;
- 3 Samsung B2/B66A RRH-BR049 (RFV01U-D1A), or like kind;
- 3 Samsung B5/B13 RRH-BR04C (RFV01U-D2A), or like kind;
- 1 Raycap RCMD-6627-PF-48 OVP box, or like kind;
- 1 12x24 hybrid cable, or like kind

LICENSEE SITE NAME/NUMBER: Northside Baptist/158616
LICENSOR SITE NAME: Lake Hico (#13)

EXHIBIT B-1

Licensee is authorized to install the following equipment on the Tower:

- 6 Commscope NHH-65C-R2B antennas, or like kind @ 125' centerlines;
- 3 Samsung B2/B66A RRH-BR049 (RFV01U-D1A), or like kind;
- 3 Samsung B5/B13 RRH-BR04C (RFV01U-D2A), or like kind,
- 1 Raycap RCMDC-6627-PF-48 OVP box, or like kind;
- 1 12x24 hybrid cable, or like kind

LICENSEE SITE NAME/NUMBER: JSN Jackson Zoo/194329
LICENSOR SITE NAME: Kirks Gym (#26)

Exhibit D-2

Licensee is authorized to install the following equipment on the Tower:

- 6 Andrew JAHH-65C-R3B antennas, or like kind @ 130' centerline;
- 3 Samsung B2/B66A RRH-BR049 (RFV01U-D1A), or like kind;
- 3 Samsung B5/B13 RRH-BR04C (RFV01U-D2A), or like kind;
- 1 Raycap RCMDC-6627-PF-48 OVP box, or like kind;
- 6 Commscope CBC78T-DS-43 diplexers, or like kind;
- 1 12x24 hybrid cable, or like kind

LICENSEE SITE NAME/NUMBER: JSN North State Street/254576
LICENSOR SITE NAME: Beasley Road (#25)

EXHIBIT B-3

Licensee is authorized to install the following equipment on the Tower:

- 6 Commscope NHH-65C-R2B antennas, or like kind @ 149' centerline;
- 3 Andrew LNX_6515DS-VTM antennas, or like kind @ 149' centerline;
- 3 Samsung B2/B66A RRH-BR049 (RFV01U-D1A), or like kind;
- 3 Samsung B5/B13 RRH-BR04C (RFV01U-D2A), or like kind;
- 1 Raycap RCMD-6627-PF-48 OVP box, or like kind;
- 6 (1-5/8") coax cables, or like kind;
- 1 12x24 hybrid cable, or like kind

Licensor Site Name: (1) Firestation #11; (2) Riverside Tower

Licensee Site Name/Number: (1) Terry Road (a/k/a Fire Station #11)/201691; Downtown Jackson / 197735

Exhibit "D-3"

Licensee is authorized to install the following equipment on the Tower at Firestation #11 Tower (Licensee: Terry Road a/k/a Fire Station #11 / 201691):

- 3 Andrew LBX-6516DS-VTM antennas, or like kind @ 192' centerline;
- 3 Andrew LNX-6515DS-VTM antennas, or like kind @ 192' centerline;
- 3 Andrew HBXX-6517-DS-VTM antennas, or like kind @ 192' centerline;
- 3 AWS Remote Radio Heads, or like kind, with Licensee's antennas;
- 3 PCS Remote Radio Heads, or like kind, with Licensee's antennas;
- 1 Raycap RC2DC-3315-PF-48 DCC Surge Suppression System, or like kind;
- 12 (1-5/8") coax cables, or like kind;
- 1 6x12 hybrid cable, or like kind.

Licensee is authorized to install the following equipment on the Tower at Riverside Tower (Licensee: Downtown Jackson / 197735):

- 3 Andrew LBX-6516-DS-VTM antennas, or like kind @ 185' centerline;
- 6 Commscope NHH-65C-R2B antennas, or like kind @ 185' centerline;
- 3 Samsung B2/B66A RRH-BR049 (RFV01U-D1A), or like kind;
- 3 Samsung B5/B13 RRH-BR04C (RFV01U-D2A), or like kind;
- 1 Racyap RCMDC-6627-PF-48 DCC Surge Suppression System, or like kind;
- 6 (1-5/8") coax cables, or like kind;
- 1 12x24 hybrid cable, or like kind

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


OFFICE OF THE CITY ATTORNEY
7/23/22
S.M.

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO AMEND SIX ANTENNA SITE LICENSE AGREEMENTS WITH CELLO PARTNERSHIP D/B/A VERIZON WIRELESS TO MODIFY VERIZON'S EQUIPMENT AND TO INCREASE RENT AS SET FORTH HEREIN WITHIN THE CITY OF JACKSON legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* 

7/23/22
DATE



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Dr. Muriel Reid
Director of Information Systems

DATE: May 11, 2022

SUBJECT: Six (6) amendments to antenna site license agreements between City of Jackson, a Mississippi municipality ("LICENSOR"), and Celco Partnership d/b/a Verizon Wireless ("LICENSEE")

Six (6) amendments to antenna site license agreements, located at W. Northside Drive (Site #4/Fire Station #7), Lake Hico (Site #13), Lerida Court (Site #24), Riverside Drive (Site #2), & Beasley Road (Site #25), Outer Circle Drive (Site #26) between City of Jackson, a Mississippi municipality ("LICENSOR"), and Celco Partnership d/b/a Verizon Wireless ("LICENSEE"), where the parties desire to amend the agreements to modify licensee's equipment as set forth herein.

Akeith Harris

Telecommunications Manager

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

05/11/2022
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	Six (6) amendments to antenna site license agreements between City of Jackson, a Mississippi municipality ("LICENSOR"), and Cellco Partnership d/b/a Verizon Wireless ("LICENSEE")	
2.	Purpose	Six (6) amendments to antenna site license agreements, located at Outer Circle Drive (Site #26), W. Northside Drive (Site #4/Fire Station #7), Lake Hico (Site #13), Lerida Court (Site #24), Riverside Drive (Site #2), & Beasley Road (Site #25) between City of Jackson, a Mississippi municipality ("LICENSOR"), and Cellco Partnership d/b/a Verizon Wireless ("LICENSEE"), where the parties desire to amend the Agreements to modify licensee's equipment as set forth herein.	
3.	Who will be affected	All City Departments	
4.	Benefits	Rent increase accumulates more revenue for the City of Jackson	
5.	Schedule (beginning date)	Upon Execution	
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"/>	Department of Administration, Telecommunications Division	
8.	COST	Commencing on the first (1st) day of the month following installation of licensee's modified equipment ("Rent Increase Commencement Date"), the monthly rental shall increase by Two Hundred Forty-One and 50/100ths Dollars (\$241.50) /W. NORTHSIDE DRIVE, Two Hundred Nineteen and No/100ths Dollars (\$219.00) /LERIDA COURT, One Hundred Eighty-Seven and 50/100ths Dollars (\$187.50) /LAKE HICO, One Hundred Ninety-Five and 00/100ths Dollars (\$195.00) /OUTER CIRCLE DRIVE, Two Hundred Twenty-Three and 50/100ths Dollars (\$223.50) /BEASLEY ROAD, Two Hundred Seventy-Seven and 50/100ths (\$277.50) /RIVERSIDE DRIVE. The parties agree to acknowledge the rent increase commencement date in writing.	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A	
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A <u> X </u> AABE _____ % WAIVER yes _____ no _____ N/A <u> X </u> WBE _____ % WAIVER yes _____ no _____ N/A <u> X </u> HBE _____ % WAIVER yes _____ no _____ N/A <u> X </u> NABE _____ % WAIVER yes _____ no _____ N/A <u> X </u>	

OFFICE OF THE CITY ATTORNEY
Carly Ann

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CURRENT AGREEMENT WITH UNITED HEALTHCARE SERVICES, INC., WHO SERVES AS THE THIRD PARTY ADMINISTRATOR FOR THE CITY OF JACKSON'S SELF-FUNDED EMPLOYEE AND RETIREE MEDICAL BENEFITS PLAN COVERING THE PLAN YEARS JANUARY 1, 2023 TO DECEMBER 31, 2023 AND JANUARY 1, 2024 TO DECEMBER 31, 2024

WHEREAS, Section 25-15-101 of the Mississippi Code provides that the governing board of a municipality may negotiate and secure for all or specified groups of employees and their dependents a policy or policies of group insurance covering health and group contract or contracts covering hospital and/or medical services or benefits of its employees and their dependents as may desire such insurance and other coverage;

WHEREAS, Section 25-15-101 of the Mississippi Code authorizes the governing board of a municipality to become a *self-insurer* with respect to all or any portion of group health and hospitalization benefits on terms and conditions deemed advisable, in its discretion; and

WHEREAS, Section 25-15-101 of the Mississippi Code requires that a self-insurance program be contracted to a third party approved by the Commissioner of Insurance; and

WHEREAS, pursuant to Section 25-15-101 of the Mississippi Code, the City of Jackson elected to become a self-insurer with respect to a portion of group health and hospitalization benefits with excess risk coverage being covered by a policy; and

WHEREAS, pursuant to Section 25-15-101 of the Mississippi Code, the City of Jackson entered into a contract on January 1, 2022 with United Healthcare to serve as its third party administrator; and

WHEREAS, the terms of the City's contract with United Healthcare authorize it to serve as the City's third party administrator for the plan years January 1, 2023 through December 31, 2023 and January 1, 2024 through December 31, 2024;

WHEREAS, the Chief Financial Officer for the City of Jackson asked the Department of Human Resources to obtain from United Healthcare Services additional insurance coverage options for employees, employee dependents, and retirees participating in the group health plan of the City; and

WHEREAS, United Healthcare Services furnished the following coverage options for employees:

WHEREAS, the Current Platinum Plan provides the following benefits and coverage options:

- Annual Deductible \$400 for the individual and \$1200 for family
- The coinsurance is 75%/25%
- Preventive care is covered at 100%.
- The office visit copay-PCP is \$20
- The office visit copay at a specialist is \$30
- Telemedicine visits has a \$10 copay
- The out-of-pocket maximum is \$5000 annually Per covered person

WHEREAS, the (Platinum) plan has a prescription drug coverage as follows:

- Tier 1-Generic \$10.00
- Tier II-Preferred Brand \$25.00
- Tier III-Non-Preferred Brand \$50.00

WHEREAS, the (Platinum) Plan monthly rates for active employees will be as follows:

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10.25.2022
(Martin, Lumumba)

OFFICE OF THE CITY CLERK
Alison Tyson
JRNBY

- Employee Only \$436.45
- Employee Plus 1 \$872.91
- Employee Plus Family \$1,780.73

WHEREAS, the (Platinum) Plan monthly rates for retired employees will be as follows:

- Employee Only \$477.12
- Employee Plus 1 \$954.24
- Employee Plus Family \$1,946.65

WHEREAS, the New (Gold) Plan provides the following benefits and coverage options:

- Annual Deductible \$1000 for the individual and \$2000 for family
- The coinsurance is 75%/25%
- Preventive care is covered at 100%.
- The office visit copay-PCP is \$20
- The office visit copay at a specialist is \$30
- Telemedicine visits has a \$10 copay
- The out-of-pocket maximum is \$5,000 individual and \$10,000 family annually

WHEREAS, the (Gold) plan will have a prescription drug coverage as follows:

- Tier 1-Generic \$10.00
- Tier II-Preferred Brand \$25.00
- Tier III-Non-Preferred Brand \$50.00

WHEREAS, the (Gold) Plan monthly rates for active employees will be as follows:

- Employee Only \$434.62
- Employee Plus 1 \$875.53
- Employee Plus Family \$1,769.56

WHEREAS, the (Gold) Plan monthly rates for retired employees will be as follows:

- Employee Only \$457.13
- Employee Plus 1 \$920.87
- Employee Plus Family \$1,861.20

WHEREAS, the New (Silver) Plan provides the following benefits and coverage options:

- Annual Deductible \$2500 for the individual and \$5000 for family
- The coinsurance is 75%/25%
- Preventive care is covered at 100%.
- The office visit copay-PCP is \$20
- The office visit copay at a specialist is \$30
- Telemedicine visits has a \$10 copay
- The out-of-pocket maximum is \$5,000 individual and \$10,000 family annually

WHEREAS, the (Silver) plan will have a prescription drug coverage as follows:

- Tier 1-Generic \$10.00
- Tier II-Preferred Brand \$25.00
- Tier III-Non-Preferred Brand \$50.00

OFFICE OF THE CITY ATTORNEY
Theresa A. Hines

WHEREAS, the (Silver) Plan monthly rates for active employees will be as follows:

- | | |
|------------------------|------------|
| Employee Only | \$430.65 |
| • Employee Plus 1 | \$867.54 |
| • Employee Plus Family | \$1,753.39 |

WHEREAS, the (Silver) Plan monthly rates for retired employees will be as follows:

- Employee Only \$454.30
- Employee Plus 1 \$915.17
- Employee Plus Family \$1,849.67

WHEREAS, the New (Bronze) Plan has the following benefits and coverage options:

- Annual Deductible \$5,000 for the individual and \$10,000 for family
- The coinsurance is 75%/25%
- Preventive care is covered at 100%.
- The office visit copay-PCP is \$20
- The office visit copay at a specialist is \$30
- Telemedicine visits has a \$10 copay
- The out-of-pocket maximum is \$9,100 individual and \$18,200 family annually

WHEREAS, the (Bronze) plan will have a prescription drug coverage as followed:

- Tier 1-Generic \$10.00
- Tier II-Preferred Brand \$25.00
- Tier III-Non-Preferred Brand \$50.00

WHEREAS, the (Bronze) Plan monthly rates for active employees will be as followed:

- Employee Only \$422.74
- Employee Plus 1 \$851.59
- Employee Plus Family \$1,721.17

WHEREAS, the (Bronze) Plan monthly rates for retired employees will be as followed:

- Employee Only \$445.95
- Employee Plus 1 \$898.36
- Employee Plus Family \$1,815.68

WHEREAS, Fisher Brown Bottrell Insurance, Inc., an independent insurance agency located at 248 East Capital Street Jackson, Mississippi is an authorized brokerage firm for United Healthcare Services; and

WHEREAS, Fisher Brown Bottrell Insurance volunteered to provide the City of Jackson with a software program known as EASE, to facilitate the enrollment of employees, dependents, and retirements in the City's self-funded health plan; and

WHEREAS, the EASE benefits administration platform is an HRIS system designed to capture the full benefits enrollment process by making it simple to set up and manage benefits, onboard new hires, stay compliant and offer employees one destination for all human resource information; and

OFFICE OF THE CITY ATTORNEY
[Signature]

WHEREAS, the EASE benefits administration platform will be furnished to the City of Jackson by Fisher Brown Bottrell without cost or obligation of any kind; and

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an amendment to its third party administration agreement with United Healthcare Services Inc. to add three additional health plan options for the City of Jackson's Self-Funded Employee/Retirees Medical Benefits Plan for the Plan Years January 1, 2023 - December 31, 2023 and January 1, 2024 - December 31, 2024.

IT IS HEREBY ORDERED that the cost of **employee only** coverage for active employees shall continue to be paid by the City of Jackson.

IT IS HEREBY ORDERED that the cost of **employee plus 1** shall be shared with the employee paying 15% and the employer contributing 85% in premium equivalency.

IT IS HEREBY ORDERED that the cost of **family** coverage shall be shared with the employee paying 15% and the employer contributing 85% in premium equivalency.

IT IS HEREBY ORDERED that retirees opting to participate in the plan shall pay 100% of the premium.

IT IS HEREBY ORDERED that the cost of the coverage may be deducted from the wages paid to the employee by the City of Jackson upon written consent of the employee.

IT IS FINALLY ORDERED that fees previously agreed to may be paid to United Healthcare for administering the Plan may be paid.

APPROVED FOR AGENDA:

Personnel Director

EBO Officer

Finance

Budgeted: Yes _____ No _____

Account Number

Legal

CAO

Mayor's Office

Agenda Item: _____

Agenda Date: _____

By: 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 THE MAYOR TO EXECUTE AN AMENDMENT TO THE CURRENT AGREEMENT WITH UNITED HEALTHCARE SERVICES INC WHO SERVES AS THE THIRD PARTY ADMINISTRATOR FOR THE CITY OF JACKSON'S SELF-FUNDED EMPLOYEE AND RETIREE MEDICAL BENEFITS PLAN COVERING THE PLAN YEARS JANUARY 1, 2023 TO DECEMBER 31, 2023 AND JANUARY 1, 2024 TO DECEMBER 31, 2024 has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.


Carrie Johnson, Deputy City Attorney


Date

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CLERK
 A.C.M.
 10/14/22

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CIVICPLUS, LLC TO PROVIDE CODING AND SUPPLEMENT SERVICE FOR THE CODE OF ORDINANCES FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on June 8, 1977, the governing authorities of the City of Jackson, Mississippi, entered into an agreement with Municode Corporation to provide looseleaf supplement service for the City of Jackson’s Code of Ordinances; and

WHEREAS, on August 27, 2021, the City Clerk received notice that Municode is now part of CivicPlus, LLC, as a combined organization and is now one company; and

WHEREAS, the Department of Municipal Clerk recommends that the Jackson City Council authorize the Mayor to execute an agreement with CivicPlus’ to assist the City Clerk with codifying the Jackson Code of Ordinances and managing the municipal code on the City of Jackson’s website; and

WHEREAS, CivicPlus, LLC proposes a twelve (12) month agreement that is effective on the date of signature and shall end twelve (12) months from the signing of the agreement; and

WHEREAS, in the event that neither party gives 60 days’ notice to terminate prior to the end of the initial term or subsequent renewal term, the agreement may be renewed for an additional one-year renewal term; and

WHEREAS, CivicPlus, LLC services do not include freight, sales tax, or any annual recurring services and shall be invoiced as follows:

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.0	Annual Online Code Hosting	Recurring-invoiced in August	\$950
1.0	Administrative Support Fee	Recurring-invoiced in September	\$500
N/A	Graphics/IGTM	As Used	\$10 per image
N/A	Per Page Rate	As Used – 8.5 x 11 page, single column, 10-point font	\$20 per page
N/A	Supplement Word Version	As Used – billed with each completed supplement	\$75

WHEREAS either party may terminate the agreement as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of the agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination; and

Agenda Item No. 18
 10.25.2022
 (A.Harris, Lumumba)

WHEREAS, upon termination of the agreement for any reason, (a) the licenses granted for such relevant SOW will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client's Services, as defined in the SOW ("Project Development"), shall immediately become due in full and payable; and

WHEREAS, at any time during the term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the services; and

WHEREAS, the City of Jackson will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth above; and

WHEREAS, invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by the City of Jackson. The City of Jackson shall provide accurate, current, and complete information of the City of Jackson's name, address, email address, and phone number in the Contact Sheet upon submission of a signed statement of work. The City of Jackson will maintain and promptly update the Contact Sheet information if it should change; and

WHEREAS, the Department of Municipal Clerk recommends that the City of Jackson designates the City Clerk as the individual responsible for completing and submitting the Contact Information Sheet to CivicPlus, LLC; and

WHEREAS, each statement of work will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment; and

WHEREAS, during the performance of services during Project Development, if a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Client does not show up for scheduled meetings or trainings), Client agrees to reimburse CivicPlus for such fees, not to exceed \$1,000 per CivicPlus employee. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client; and

IT IS ORDERED that the Mayor is authorized to execute an agreement with CivicPlus, LLC to provide coding and supplement services for the Jackson Code of Ordinances for a term of twelve (12) months effective on the date of signature, and payment is authorized to CivicPlus, LLC in an amount that should not exceed the fee schedule set forth above.

IT IS, THEREFORE, ORDERED that the agreement may be renewed for an additional 1-year renewal term upon approval by the governing authorities.

IT IS FURTHER ORDERED that the City Clerk is designated as the representative for the City of Jackson and is authorized to complete and submit the Contact Information Sheet to CivicPlus, LLC and the City Clerk shall ensure that the information is kept up to date.

Item: _____
Date: October 25, 2022
By: A. Harris, Lumumba



M E M O R A N D U M

Department of Municipal Clerk
(601) 960-1033

TO: Honorable Chokwe Antar Lumumba, Mayor
All Jackson City Council Members

FROM: Angela Harris, Municipal Clerk

DATE: October, 2022

RE: Agenda Item-Agreement with CivicPlus, LLC for supplement service

Attached for review is an order to authorize the Mayor to execute an agreement with CivicPlus, LLC to provide coding and supplement service for code of ordinances for the City of Jackson.

The City entered into an agreement with the Municode Corporation on June 8, 1977 for looseleaf supplement services. The Municode Corporation was acquired by CivicPlus, LLC and a new agreement has to be signed with the new company to continue providing the same services.

Please feel free to contact me at (601) 960-1137, should you have any further questions.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 7, 2022
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	Order authorizing the Mayor to execute an agreement with CivicPlus, LLC to provide coding and supplement service for code of ordinances for the city of Jackson.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life		
3.	Who will be affected	City Departments	
4.	Benefits		
5.	Schedule (beginning date)	Upon approval	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	City Wide	
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: ■ City Department ■ Consultant	Department of Municipal Clerk	
8.	COST	Various upon services provided as listed on the agreement	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding ■ General Fund ■ Grant ■ Bond ■ Other	001-428-00-6419	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A X WAIVER yes ___ no ___ N/A X WAIVER yes ___ no ___ N/A X WAIVER yes ___ no ___ N/A X WAIVER yes ___ no ___ N/A X

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
A.M. 10/18/22

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CIVICPLUS, LLC TO PROVIDE CODING AND SUPPLEMENT SERVICE FOR THE CODE OF ORDINANCES FOR CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Sondra Moncure, Deputy City Attorney

10/18/22

Date



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502 US

Client: Jackson, MS

Code and Supp - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.0	Annual Online Code Hosting	Recurring – invoiced in August	\$950
1.0	Administrative Support Fee	Recurring – invoiced in September	\$500
N/A	Graphics/IGTM	As Used	\$10 per image
N/A	Per Page Rate	As Used – 8.5 x 11 page, single column, 10 point font	\$20 per page
N/A	Supplement Word Version	As Used – billed with each completed supplement	\$75

1. This Statement of Work ("SOW") is between [client] ("Client") and CivicPlus, LLC (the "Service Provider"), and shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"). By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term starting at signing of this Agreement ending twelve (12) months from the signing of this Agreement or Service Provider's shipment of the final code, whichever occurs earlier ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW may be renewed for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The services shall be invoiced as described above.
4. Codification Services do NOT include: freight; state sales tax; or any annual recurring services.
5. If Supplement Subscription Services is included in the line items above, Supplement Services do NOT include:
 - a. Additional copies, reprints, binders and tab orders;
 - b. Documents that contain tables, graphics, unique formatting requirements, or any other form-based code requirements;
 - c. Legal work, creation of fee schedules, gender neutral review/implementation, external linking;
 - d. Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;

- e. Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
 - f. Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
 - g. The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
 - h. Online Code hosting and online features.
6. Client understands and agrees that the cost for any for Codification Services may be increased by the addition of legislation or materials; or pages over the amount of pages with columns and font size listed in the line items above which may be added at the per page rate agreed upon by the Parties based on column and font size listed above. Legislation added to the project must be approved and received prior to the cutoff date established by the parties. Following the delivery of the final code draft for client proofing (the "Proof"), any extensive changes requested in the Proof content, and/ or any material added to the Proof that was not previously contemplated by the parties, will be subject to an additional "Proof Update" fee. Proofs not returned within 45 days may be subject to a Proof Update fee.
 7. Client agrees to provide all necessary and correct documentation, materials and communication in a timely manner as agreed upon by the parties following execution of this SOW. Service Provider shall not begin work under this SOW until all necessary documentation, materials, of a general and permanent nature and in a useable format (MS WORD or editable PDF), and communication are received. Service Provider will not be liable or responsible for any delay in the time or completion of the services due to the action or inaction of Client
 8. Adhering to an established schedule of deadlines is critical to the success of this project and will ensure the contents of the Legal Memorandum remain current and complete at the time the final code ("Code") is adopted and republished. To ensure a successful project completion, it's important that a conference between the parties is held to discuss the findings of the Legal Memorandum within 45 days of its receipt, and that the subsequent Proof the Service Provider provides be returned within 45 days with any revisions noted. If the Proof is not returned within 45 days, additional update fees may apply. Client acknowledges Service Provider reserves the right to ship and close out any project if no feedback to the Proof is received within 45 days.
 9. Client acknowledges Service Provider does not permanently retain prior versions of the legal Code or any other work product.
 10. Additional services, including but not limited to, additional labor required because of delays, errors or omissions on the part of Client, may be purchased upon mutual written agreement between the parties.
 11. Client acknowledges that Service Provider may provide legal analysis through codification, Codification or legal review services. Unless indicated otherwise, information sent via Internet email or through websites cannot be guaranteed to be confidential. Client further acknowledges that any legal analysis provided by Service Provider is provided to Client's legal counsel for their use and direction and is not intended to be legal advice nor is it intended to substitute for the advice or services of an attorney. Additionally, no attorney-client relationship can be established under this SOW.
 12. The Parties agree that notwithstanding the indemnification covenants at Section 15 of the MSA, shall not apply to public interpretation of Legal Code or work product. Service Provider shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.
 13. If applicable, in the event Client wishes to increase its supplement updates frequency, Client agrees to pay an annual increase in an amount to be agreed upon between the parties, such amount to be prorated from the time

of purchase to align with Client's Renewal Date⁴. Client shall provide CivicPlus with written notice, email is sufficient, of its intent to increase its supplement updates frequency. Rush Supplement requests will be assessed an additional one-time fee.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Client Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization	URL	
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact	E-Mail	
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		
Contract Contact	Email	
Phone	Ext.	Fax
Project Contact	Email	
Phone	Ext.	Fax



CivicPlus

Master Services Agreement

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the client entity identified on the SOW ("Client"). This Agreement governs the use and provision of any Services purchased by Client, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution or codification services by CivicPlus for Client. CivicPlus and Client referred to herein individually as "Party" and jointly as "Parties".

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content management software solutions, platforms and associated services (the "Services"); and

II. WHEREAS, Client wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Client, or Services are being provided by CivicPlus to Client, unless terminated in accordance with this § 1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by § 11 below will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client's Services, as defined in the SOW ("Project Development"), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 29 -31, 39, and 40 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Client will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is

required to be filled out and submitted by Client (the "Contact Sheet"). Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of services during Project Development, if a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Client does not show up for scheduled meetings or trainings), Client agrees to reimburse CivicPlus for such fees, not to exceed \$1,000 per CivicPlus employee. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Client will assume full responsibility for Client Content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. Client represents and warrants that Client owns all Client Content or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services.

9. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Client will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus

Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Client and its Users are granted a limited license to access Documentation as needed. Client shall not copy, download, distribute, or make derivatives of the Documentation.

13. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. If Client disputes any change, then CivicPlus shall use its reasonable best efforts to resolve the dispute.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Client to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Client hereunder constitute, collectively, the "Feedback"). Client hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. Unless prohibited by the law of Client's state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney's fees, of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Client.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf. During Project Development, Client will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users'

personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

19. Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to (a) be solely responsible for all designated and authorized individuals chosen by Client ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Client data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Client has selected to integrate any of its Services with.

22. If implementation services, such as consulting or training, are purchased by Client and are not used solely due to the inaction or unresponsiveness of Client during the implementation period, then these services shall expire within 30 days after implementation closeout. The Client may choose to re-schedule any unused implementation services during this 30 day period as mutually agreed upon by the Parties. Any implementation services that have not been used or rescheduled shall be marked complete and closed upon the expiration of the 30 day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Client data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Client; or (d) in compliance with our [Privacy Policy](#), CivicPlus will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Client authorization.

24. Client acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Client data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Client's data.

25. CivicPlus may offer Client the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Client. In connection with any such third-party application agreed to by Client, Client acknowledges and agrees that CivicPlus may allow the third-party providers access to Client data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Client to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Client's use of such third-party application.

26. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Client will have 24/7 access to the online

CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Client delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Client will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours, review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>). After-hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Client at the time of the request and will be subject to Client acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Client will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Client hereby authorizes CivicPlus to use Client's name and logo on CivicPlus's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to CivicPlus. Client may publicly refer to itself as a customer of the CivicPlus Services, including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §28. In no event will either party issue a press release publicly announcing this relationship without the approval of the other party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Recurring Services amounts paid by Client in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance

of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Client that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third party service, web hosting service, or server not authorized by CivicPlus.

37. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CLIENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Client will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Client agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

46. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Client.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Client with written notice describing such change via email or through its website. Client's continued use of the Services following such updates constitutes Client's acceptance of the same. In the event Client rejects the update to the terms herein, Client must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

FW: Municode is Now Part of CivicPlus | Combined Organization to Bring You More Innovative Technology Solutions.

Angela Harris <aharris@city.jackson.ms.us>

Tue 10/11/2022 8:56 AM

To: Sondra Moncure <smoncure@city.jackson.ms.us>

Please see below

From: Municode <updates@municode.com>

Sent: Friday, October 14, 2022 11:01 AM

To: Angela Harris <aharris@city.jackson.ms.us>

Subject: Municode is Now Part of CivicPlus | Combined Organization to Bring You More Innovative Technology Solutions.

[View this email in your browser](#)



As a leader in technology solutions designed exclusively for the public sector. Over the past 20+ years, CivicPlus has been helping local governments create positive civic experiences for their citizens. Its comprehensive suite of solutions includes agenda and meeting management, website design and hosting, parks and recreation management, 311 and citizen relationship management, and emergency and routine mass communications.

CivicPlus shares our vision of Strengthening Democracy by connecting municipalities with their citizens in new, powerful, and meaningful ways. The combination of CivicPlus and Municode represents a tremendous step forward in our continued commitment to helping local government work better. Of course, it would not be possible without the ongoing insights, suggestions, and feedback from all of you.

Municode and CivicPlus will continue operating as they are today. Our leaders will collaborate on a product alignment strategy to optimize how our solutions will integrate and complement one another long-term. Our goal is to ensure you benefit from the broadest and most impactful suite of technology solutions on the market to power your administration and empower your staff to create positive digital customer experiences.

What does this mean for Municode customers?

As always, our first priority is customer satisfaction and that will remain true going forward. On a day-to-day basis, it's business as usual and nothing should change for you. Over time, we expect to have more resources available to help accelerate new features and increase your access to innovation in the space as a result of our combined companies.

Are there any changes to my Municode contact?

Your Municode representatives will remain the same as it is today, just as you've been used to.

Will there be any changes to my current service or existing contracts?

We will continue to operate as usual, and you do not need to change any billing or other administrative functions at this time.

If I have questions, who should I contact?

If you have any questions, you can contact your account manager directly, or reach out to Steffanie Rasmussen at stefi@municode.com or you can email info@municode.com or call 1-800-282-2633 and we will take care of you. We will continue to be proactive in communicating any changes so watch for regular updates from us regarding the product roadmap of our combined organization.

Thank you for your continued partnership and all you do to create safe, healthy, and welcoming communities.

Eric Grant
President and CEO • Municode
municode.com

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Announcement - Municode Only Content

Our mailing address is:
Municode
1750 Capitol Cir SW
Tallahassee, FL 32310-9250

OFFICE OF THE CITY ATTORNEY
10/3/22 J.C.M.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ART AND ARTIFACT DONATION AGREEMENT WITH KRISTEN TORDELLA-WILLIAMS FOR THE DONATION OF THE EUDORA WELTY WREATH TO THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on April 26, 2022, the Jackson City Council authorized the implementation and use of necessary policies and procedures for the acceptance of all artworks and artifacts into the City's public art collection as outlined in the Department of Human and Cultural Services Art and Artifact Donation Policy, Art and Artifact Donation Application, and Art and Artifact Donation Agreement; and

WHEREAS, on June 7, 2022, Mrs. Kristen Tordella-Williams submitted an Art and Artifact Donation Application to the Arts Center Manager; and

WHEREAS, Mrs. Williams proposed to donate to the City of Jackson a Eudora Welty Wreath that features over 100 Jacksonians' handprints and books casts in iron; and

WHEREAS, the Downtown Jackson Partners will cover the costs of maintenance and conservation of the donated art; and

WHEREAS, the Human and Cultural Services Division has been coordinating with Mrs. Williams, Downtown Jackson Partners, and the Mississippi Museum of Art to locate an area in downtown Jackson to display the sculpture; and

WHEREAS, the sculpture, titled "Eudora Welty Wreath" will be displayed in the Art Garden in downtown Jackson and will be accessible to the public; and

WHEREAS, a municipality may not accept a donation when the donation conflicts with public policy, results in an economic detriment to the municipality or results in an unlawful donation by the municipality; and

WHEREAS, an Artwork and Artifact Donation Agreement with the City of Jackson must be executed and will include the donation terms and duties of the applicant, as follows:

Description of Art. Donor agrees to donate to COJ EUDORA WELTY WREATH (the "Art") as a charitable gift. The Art is described in Attachment A, attached hereto and incorporated herein by this reference. Donor agrees to donate the Art to COJ for no compensation now or in the future.

Delivery and Installation. Site preparation, delivery, and installation shall be completed as described in Attachment A. Donor shall be responsible for any insurance coverage and repairs of any damage to the Art, at Donor's sole expense, until Art is delivered to and accepted by COJ. On the delivery date, COJ shall inspect the Art and provide the Donor with written notice of damages to be repaired prior to COJ's acceptance of the Art, if any.

Agenda Item No. 19
10.25.2022
(Kidd, Lumumba)

Following any repairs or, if no repairs are necessary, following inspection, COJ will provide Donor with a written notice of acceptance of the Art. Notwithstanding the foregoing, COJ is under no obligation to accept the Art if, in COJ's sole, discretion, it is not in good condition or is not operable; provided, however, that COJ will not exercise this discretion unreasonably.

Ownership. Upon the Effective Date, ownership of the Art shall pass to COJ. By entering into this Agreement, the Donor hereby irrevocably assigns, conveys, and otherwise transfers to COJ and its respective successors the title to the Art.

Artist Rights. If Donor is the creator of the Art, this paragraph 4 shall apply to this Agreement. If Donor is not the creator of the Art, this paragraph shall not apply. Donor represents and warrants that the Art is solely the result of the Donor and creative efforts of the Donor. To the extent the uses, modification, destruction or removal of the Art under the Agreement affect any rights Donor may have under the provisions of federal or state law, including the 1990 Visual Artists' Rights Act under 17 U.S.C. § 106A(a) and §113. The Donor hereby knowingly waives any rights provided by those laws. Notwithstanding the foregoing, the Donor shall retain any and all copyrights and reproduction rights to the Art. In addition, Donor grants to COJ and its assigns an irrevocable license to make two-dimensional reproductions of the Art for non-commercial purposes, including, but not limited to, reproductions used in advertising, brochures, media publicity, and catalogues or other similar publications. COJ is not responsible for any third-party infringement of Donor's copyright or for protecting the intellectual property rights of Donor.

Warranties. Donor represents and warrants that (i) the Art is unique and original and does not infringe upon any copyright, except as otherwise disclosed in writing to COJ; (ii) the Art has not been accepted for sale elsewhere; and (iii) the Art is free and clear of any liens from any source whatsoever.

Maintenance, Relocation, and Removal. COJ shall give the Art the same care and maintenance as it does comparable City property. Nothing in this Agreement shall preclude any right of COJ in its sole discretion to (i) remove the Art from public display; or (ii) move or relocate the Art to another location selected by COJ for public display. If COJ no longer wishes to own the Art, COJ will make a reasonable effort to contact the Donor or the Donor's heirs to collect the Art. If the Donor or Donor's heirs do not collect the Art in a reasonable amount of time, which shall mean a minimum of ninety (90) days, following COJ's actions to contact Donor or Donor's heirs, then COJ will make a reasonable effort to donate the Art to a local arts or cultural institution. If the COJ is unable to find a local arts or cultural institution to accept the Art, COJ shall not be precluded from destroying or otherwise disposing of the Art.

Insurance. COJ shall obtain and maintain the types, forms, and coverage(s) of insurance for the Art deemed by COJ to be sufficient to meet or exceed COJ's minimum statutory and legal obligations arising from ownership of the Art and under this Agreement.

Independent Contractor. Donor is not a partner, joint venture, or employee of COJ. Donor is not entitled to workers' compensation benefits under COJ's workers' compensation insurance, and Donor is obligated to pay federal and state income tax on all monies earned under this Contract, if any.

Governing Law and Venue. This Agreement shall be governed by the laws of the State of Mississippi, and any legal action concerning the provisions hereof shall be brought in Hinds County, Mississippi.

No Waiver. Delays in enforcement of the waiver of any one or more defaults or breaches of this Agreement by COJ shall not constitute a waiver of any of the other terms or obligations of this Agreement.

Indemnity. Donor expressly waives the right to sue COJ for damages, any alleged alteration, destruction, or mutilation which arises out of maintenance, repair, restoration, correction of a dangerous condition, or relocation of the Art. To the extent permitted by law, Donor agrees to indemnify, protect, defend, and hold harmless COJ, its City Council, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing defense to any claim, arising from Donor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the donation of the artwork.

Integration. This Agreement constitutes the entire agreement between Parties, superseding all prior oral or written communications.

Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

Modification. This Agreement may only be modified upon written agreement signed by both Parties.

Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon successors, heirs, legal representatives, and assigns; provided that this paragraph shall not authorize assignment.

Attorney's Fees. If the Donor breaches the Agreement, then it shall pay COJ's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

Survival. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Force Majeure. Neither the Donor nor COJ shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability of damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of COJ and the Donor.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions.

IT IS ORDERED that the Mayor of the City of Jackson is authorized to execute an Art and Artifact Donation Agreement with Kristen Tordella-Williams for the donation of the "Eudora Welty Wreath" to the City of Jackson.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET September 29, 2022 .

DATE

P O I N T S		C O M M E N T S
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ART AND ARTIFACT DONATION AGREEMENT WITH KRISTEN TORDELLA-WILLIAMS FOR THE DOTATION OF THE EUDORA WELTY WREATH.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5, 7
3.	Who will be affected	Citizens who visit downtown and the Art Garden of Mississippi.
4.	Benefits	Allows for a piece of art to be expressed in the city of Jackson that has strong ties to the city itself.
5.	Schedule (beginning date)	Sculpture placement and unveiling will take place either in October 2022 or in Spring 2023.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7 Yes
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human and Cultural Services
8.	COST	\$0.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond ▪ Other	

10. EBO participation	ABE _____ %	WAIVER	yes ___	no ___	N/A
	<u>A</u> BE _____ %	WAIVER	yes ___	no ___	N/A
	<u>W</u> BE _____ %	WAIVER	yes ___	no ___	N/A
	<u>H</u> BE _____ %	WAIVER	yes ___	no ___	N/A
	<u>N</u> ABE _____ %	WAIVER	yes ___	no ___	N/A


Department of Human & Cultural Services



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

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Adriane Dorsey-Kidd 
Department of Human and Cultural Services

Date: September 29, 2022

Subject: Art Donation Agreement with Kristen Tordella-Williams

This order allows for the execution of an Art & Artifact Donation Agreement with Kristen Tordella-Williams who is donating her sculpture titled "Eudora Welty Wreath" to the City of Jackson to be put on display. We are collaborating with Downtown Jackson Partners and the Mississippi Museum of Art to have the work located in the Art Garden in downtown Jackson for public display.

Please free to contact 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
10/3/22 *A.M.*

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ART AND ARTIFACT DONATION AGREEMENT WITH KRISTEN TORDELLA-WILLIAMS FOR THE DOTATION OF THE EUDORA WELTY WREATH TO THE CITY OF JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra D. Monllere *A.M.* City Attorney

10/4/22

Date



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

ART & ARTIFACT DONATION AGREEMENT

THIS ART & ARTIFACT DONATION AGREEMENT ("Agreement") is effective upon execution by and between The City of Jackson (hereinafter the "COJ")

and **KRISTEN TORDELLA-WILLIAMS** (hereinafter "Donor")

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

WHEREAS, the application in Attachment A is specified for:

Donor's Name:

Art/Artifact to be donated:

Artist / Artisan's Name:

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

NOW THEREFORE, the Parties agree as follows:

1. **Description of Art.** Donor agrees to donate to COJ **EURDORA WELTY WREATH** (the "Art") as a charitable gift. The Art is described in **Attachment A**, attached hereto and incorporated herein by this reference. Donor agrees to donate the Art to COJ for no compensation now or in the future.
2. **Delivery and Installation.** Site preparation, delivery, and installation shall be completed as described in **Attachment A**. Donor shall be responsible for any insurance coverage and repairs of any damage to the Art, at Donor's sole expense, until Art is delivered to and accepted by COJ. On the delivery date, COJ shall inspect the Art and provide the Donor with written notice of damages to be repaired prior to COJ's acceptance of the Art, if any. Following any repairs or, if no repairs are necessary, following inspection, COJ will provide Donor with a written notice of acceptance of the Art. Notwithstanding the foregoing, COJ is under no obligation to accept the Art if, in COJ's sole discretion, it is not in good condition or is not operable; provided, however, that COJ will not exercise this discretion unreasonably.

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

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

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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

SIGNATURE PAGE FOLLOWS

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

By:

Printed Name:

Title: -

Date of Execution:

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DONOR:

By:

Printed Name:

Date of Execution:

ATTACHMENT A

ART & ARTIFACT DONATION APPLICATION



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

ART & ARTIFACT DONATION APPLICATION

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

Donor Information

Donor's Name: Kristen Tordella-Williams

Address: 1110 5th Ave

City/State/Zip: Opelika, AL 36801

Phone Number: 978-846-0242

Email: williams.kristen@gmail.com

Art/Artifact to be Donated (please attach photos)

Artist/Artisan Name: Kristen Tordella-Williams

Artist/Artisan Website (if applicable): kristentordellawilliams.art

Art/Artifact Title: Eudora Welty Wreath

Media/Materials: Cast iron

Year Created: 2016

Type: Sculpture/3D Wall Hanging

Other:

Dimensions: 5.5 ft H 5.5 ft W 1.5 ft D Estimated Value: \$ 10,000

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

The artwork was produced by the artist and has been in her possession/exhibited with her permission since its creation in 2016

Description:

Commemorative wreath featuring handprints of over 100 Jacksonians cast at the Eudora Welty Library combined with books cast in iron.

Maintenance Requirements/Recommendations:

The sculpture should be washed 1x/year with dish soap and a soft sponge/brush to remove any built up dirt or debris. Every 5 years, the protective patina must be reapplied according to the manufacturer's instructions. Patina: Permalac NT Semi-Gloss from Peacock Laboratories.

Site Preparation & Installation Requirements:

Sculpture must be secured to a concrete pad through four of the holes in the base using a minimum of 4 inch long 3/8 Tap Cons or equivalent hardware. New concrete pads should be fully cured at the time of installation. The artwork should be moved with a forklift or heavy machinery fully assembled using strapping weighted to a minimum of 2000 lbs and installed with skilled labor.

Site Request/Recommendation:

The artwork has 1 dominant side featuring details of handprints and books that should be situated towards viewers/walkways.

Avoid placing it under trees to ensure it stays free of debris/dirt.

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

Downtown Jackson Partners has pledged to cover the costs of maintenance and future conservation.

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

Kristen Tordella-Williams

Printed Name

6/7/22

Date



Donor Signature

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

P: 601-960-1537

E:

amcgrigg@jacksonms.gov



Department of Human & Cultural Services

ART & ARTIFACT DONATION POLICY

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

I. Purpose:

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

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

II. Definitions:

Artwork Donations/Gifts/Loans:

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

Monetary Gift:

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

III. Artwork & Artifact Media

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

IV. Site

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

V. Installation

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

VI. Maintenance

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

Review Guidelines

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

1. **Artistic Merit/Cultural & Historical Relevance:** Does the artwork or artifact(s) have strong artistic merit or cultural & historical relevance? Criteria include but are not limited to:
 - Outlined explanation of artistic or cultural & historical relevance.
 - Durability and craftsmanship in fabrication.
 - Relationship of artwork/artifact to other works or objects in the City's collection as a whole.
 - Appropriateness of artwork/artifact scale to the proposed site.
 - Appropriateness of artwork/artifact to other aspects of its surroundings, and artist/maker's credentials and recognition.
2. **Site:** What type of site is proposed for the artwork? Siting criteria include but are not limited to:
 - Written evidence that location of artwork/artifact on the proposed site has been approved by the City department charged with oversight of that site.
 - If an artwork/artifact is designated in a neighborhood plan, is the proposed artwork/artifact consistent with the plan recommendations?
 - If the artwork is proposed for a site of regional significance (e.g. a regional park, an arterial route, a major civic building), does its scale and aesthetic quality merit a prominent location?
3. **Relationship to the City's Collection as a whole:** How is the proposed gift compatible or incompatible with the City's public art and artifact collection? Criteria for compatibility include but are not limited to:

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

Procedures

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

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

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

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

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

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

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

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

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

President Lindsay moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – Stokes.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on April 26, 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
10/19/22
AUM

ORDER AUTHORIZING THE TERMINATION OF TWO COMMERCIAL AGREEMENTS WITH INTEGRATED PEST CONTROL MAINTENANCE AND TO COMPENSATE INTEGRATED PEST CONTROL MAINTENANCE FOR SERVICES COMPLETED PRIOR TO RECEIPT OF NOTICE TO TERMINATE SAID AGREEMENT.

WHEREAS, on August 2, 2021, the Jackson City Council authorized the Mayor of Jackson to enter into a Commercial Services Agreement with Integrated Pest Control Maintenance to provide professional pest control services at Jones Early Childhood Development Center, Westside Early Childhood Development Center, Russell C. Davis Planetarium, Mississippi Arts Center, Thalia Mara Hall, Smith Robertson Museum, Municipal Art Gallery, T. L. Love Senior Citizens Center, Johnnie Champion Senior Citizens Center, Sykes Park Community Center, Smith Robertson Senior Center, and Tougaloo Senior Citizens Center; and

WHEREAS, on September 15, 2022, the Jackson City Council voted to defund the Early Childhood Program in the Department of Human and Cultural Services; and

WHEREAS, section IV, subsection A of the Commercial Services Agreements states services may be canceled at any time during the 12-month service agreement as a 30-day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed; and

WHEREAS, under section IV, subsection A of the Commercial Services Agreements, Integrated Pest Control Maintenance may be entitled to compensation for services performed at Jones Early Childhood Development Center and the Westside Early Childhood Development Center before receiving notice to terminate the Commercial Services Agreements; and

WHEREAS, the Department of Human and Cultural Services recommends terminating two Commercial Services Agreements and compensating Integrated Pest Control Maintenance for any services completed at the Jones Early Childhood Development Center and the Westside Early Childhood Development Center before receiving notice to terminate the agreements; and

IT IS, THEREFORE, ORDERED that the Director of the Department of Human and Cultural Services is authorized to terminate two Commercial Services Agreement and related documents with Integrated Pest Control Maintenance and to compensate Integrated Pest Control Maintenance for any professional services performed at the Jones Early Childhood Development Center and the Westside Early Childhood Development Center prior to receipt of the notice of intent to terminate said agreements.

Agenda Item No. 20
10.25.2022
(Kidd, Lumumba)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 9/30/2022

POINTS		COMMENTS	
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO TERMINATE THE PROFESSIONAL SERVICES AGREEMENT AND RELATED DOCUMENTS WITH INTEGRATED PEST CONTROL MAINTENANCE AND TO COMPENSATE INTEGRATED PEST CONTROL MAINTENANCE FOR SERVICES COMPLETED PRIOR TO RECEIPT OF NOTICE TO TERMINATE SAID AGREEMENT.	
2.	Purpose	Terminate pest control contract for Early Childhood Centers	
3.	Who will be affected	N/A	
4.	Benefits	Budget	
5.	Schedule (beginning date)	Upon approval	
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 Human and Cultural Services	
8.	COST		
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 ___ X ___ WAIVER yes ___ no ___ N/A ___ X ___ WAIVER yes ___ no ___ N/A ___ X ___ WAIVER yes ___ no ___ N/A ___ X ___ WAIVER yes ___ no ___ N/A ___ X ___

Department of Human and Cultural Services



1000 Metrocenter, Suite 101
Post Office Box 17
Jackson, Mississippi 39205-0017

To: Chokwe Antar Lumumba, Mayor
From:  Adriane Dorsey Kidd Ed.D, Director
Department of Human and Cultural Services
Date: September 30, 2022
Subject: Agenda Item

Attached for review is the cancel service agreement between the City of Jackson and Integrated Pest Control Maintenance.

Integrated Pest Control Maintenance services are no longer needed because Jackson City Council defunded the Early Childhood Program.

Feel free to contact Adriane Dorsey Kidd at 601-960-0764 with any questions or needed clarification.

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 TERMINATION OF TWO COMMERCIAL AGREEMENTS WITH INTEGRATED PEST CONTROL MAINTENANCE AND TO COMPENSATE INTEGRATED PEST CONTROL MAINTENANCE FOR SERVICES COMPLETED PRIOR TO RECEIPT OF NOTICE TO TERMINATE SAID AGREEMENT is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

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

10/5/22
Date

OFFICE OF THE CITY ATTORNEY
10/4/22 *A.M.*

Date

Via Certified Mail:

Integrated Pest Control Maintenance
Kenneth Breland
199 McCarty Road
Jackson, Mississippi 39212

Re: Notice to Terminate the Commercial Services Agreement for the Mary C. Jones Childhood Development Center and the Westside Early Childhood Development Center

Dear Mr. Breland:

The Mary C. Jones Early Childhood Development Center and Westside Early Childhood Development Center will close effective September 30, 2022. Thus, the City of Jackson will no longer require pest control services at the aforementioned locations.

Pursuant to Article IV, Item A of the Commercial Services Agreement, this letter serves as the City of Jackson's official notice that it is terminating the agreements to perform pest control services at the Westside Early Childhood Center and Mary C. Jones Early Childhood Development Center, which shall be effective thirty (30) days from receipt of this notice. The City respectfully requests that once this cancellation has been received, the account will be considered inactive and after thirty (30) days no additional charges are to be assessed.

Finally, this notice does not apply to the agreements to perform pest control services at the senior congregate sites and the Art & Cultural programs.

Thank you for your many years of services to the City of Jackson Early Childhood Centers.

Warmest regards,

Adriane Dorsey-Kidd, Director

OFFICE OF THE CITY ATTORNEY
10/4/22
A.M.

ORDER AUTHORIZING TERMINATION OF THE PROFESSIONAL SERVICE AGREEMENT WITH CAPITAL CITY SECURITY, INC AND TO COMPENSATE CAPITAL CITY SECURITY, INC FOR SERVICES COMPLETED PRIOR TO RECEIPT OF NOTICE TO TERMINATE SAID AGREEMENT.

WHEREAS, on February 15, 2022, the Jackson City Council authorized the Mayor of Jackson to enter an agreement with Capital City Security, Inc. to provide professional security services to City’s Early Childhood Development Centers; and

WHEREAS, on September 15, 2022, the Jackson City Council voted to defund the Early Childhood Program in the Department of Human and Cultural Services; and

WHEREAS, Section 3 of the Professional Service Agreement states, “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 of such Party’s work on any active and on-going assignment;” and

WHEREAS, under Section 3 of the Professional Services Agreement, Capital City Security, Inc. may be entitled to compensation for services performed before receiving notice to terminate the agreement; and

WHEREAS, the Department of Human and Cultural Services recommends terminating the contract and compensating Capital City Security, Inc. for any services completed in accordance with the Professional Services Agreement; and

IT IS, THEREFORE, ORDERED that the Director of Human and Cultural Services is authorized to cancel the Professional Services Agreement and related documents with Capital City Security, Inc. and to compensate Capital City Security, Inc. for any professional services completed according to the Professional Services Agreement before receipt of the notice of intent to terminate said agreement.

Agenda Item No. 21
10.25.2022
(Kidd, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 9/30/2022

POINTS		COMMENTS																																																							
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO TERMINATE THE PROFESSIONAL SERVICES AGREEMENT AND RELATED DOCUMENTS WITH CAPITAL CITY SECURITY, INC. AND TO COMPENSATE CAPITAL CITY SECURITY INC. FOR SERVICES COMPLETED PRIOR TO RECEIPT OF NOTICE TO TERMINATE SAID AGREEMENT.																																																							
2.	Purpose	Terminate security contract for Early Childhood Centers																																																							
3.	Who will be affected	Citizens in the area																																																							
4.	Benefits	Budget																																																							
5.	Schedule (beginning date)	Upon approval																																																							
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 Human and Cultural Services																																																							
8.	COST																																																								
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	<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> <td>X</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> <td>X</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> <td>X</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> <td>X</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> <td>X</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	___
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	___																																															

Date

Via Certified Mail:

Ms. Cissy Carthan-Terry, Owner
CCSI, INC.
1761 University Blvd
Jackson, MS 39204

Re: Notice of the City of Jackson, MS' intent to terminate the Professional Service Agreement to Provide Security Services for the Early Childhood Development Centers

Dear Ms. Carthan-Terry:

The Mary C. Jones Early Childhood Development Center and Westside Early Childhood Development Center will close effective September 30, 2022. Thus, the City of Jackson will no longer provide security services for the aforementioned locations.

Pursuant to Section 3 of the Professional Service Agreement, please accept this as formal notice to terminate the said agreement which shall become effective fourteen (14) days from receipt of this letter. The City of Jackson will in good faith assist CCSI, Inc. with any active and on-going assignment. Please send any and all final invoices to Director Adriane Dorsey-Kidd at 1000 Metrocenter, Suite 101, Jackson, Mississippi 39209.

Thank you for your many years of services to the City of Jackson.

Warmest regards,

Adriane Dorsey-Kidd, Director

Department of Human and Cultural Services



1000 Metrocenter, Suite 101
Post Office Box 17
Jackson, Mississippi 39205-0017

To: Chokwe Antar Lumumba, Mayor
From: ^{ADK} Adriane Dorsey Kidd Ed.D, Director
Department of Human and Cultural Services
Date: September 30, 2022
Subject: Agenda Item

Attached for review is the cancel service agreement between the City of Jackson and Capital City Security, Inc.

Capital City Security, Inc. services are no longer needed because Jackson City Council defunded the Early Childhood Program.

Feel free to contact Adriane Dorsey Kidd at 601-960-0764 with any questions or needed clarification.

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 TERMINATION OF THE PROFESSIONAL SERVICE AGREEMENT WITH CAPITAL CITY SECURITY, INC AND TO COMPENSATE CAPITAL CITY SECURITY, INC FOR SERVICES COMPLETED PRIOR TO RECEIPT OF NOTICE TO TERMINATE SAID AGREEMENT** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Sondra Moncure, Deputy City Attorney_____

10/5/22

Date

OFFICE OF THE CITY ATTORNEY
S.M. 10/5/22

ORDER RATIFYING THE ACCEPTANCE OF PERISHABLE SUPPLIES AND FOODS ITEMS FROM PRAIRIE FARMS DAIRY SERVICES FOR THE CITY OF JACKSON'S EARLY CHILDHOOD DEVELOPMENT CENTERS AND AUTHORIZING PAYMENT FOR SAID SERVICES.

OFFICE OF THE CITY ATTORNEY
10/25/22
Kidd

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972), as amended, states that the governing authorities of every municipality in the state shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the power granted to governing authorities of municipalities by Section 21-17-5 is complete without the existence of or reference to any specific authority granted in any other statute or law of the State of Mississippi; and

WHEREAS, pursuant to Section 31-7-13(m)(vii) of the Mississippi Code Annotated (1972), as amended, perishable supplies and food items purchased for use in connection with school lunch programs, such as milk, are exempted from the bidding requirements under state law; and

WHEREAS, Prairie Farms Dairy Services provided milk for the City of Jackson's Early Childhood Development Centers ("ECDC") from June 7, 2022, through August 3, 2022, for the children enrolled at the Westside ECDC and Jones ECDC totaling an amount of One Thousand Six Hundred and Six Dollars and Seventy-Five Cents (\$1,606.75); and

IT IS HEREBY ORDERED that the acceptance of milk from Prairie Farms Dairy to the City of Jackson ECDC is hereby ratified, and payment in the amount of One Thousand Six Hundred and Six Dollars and Seventy-Five Cents (\$1,606.75) for the provisions of milk is authorized.

Agenda Item No.22
10.25.2022
(Kidd, Lumumba)

Department of Human and Cultural Services



1000 Metrocenter, Suite 101
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMO

TO: The Honorable Chokwe A. Lumumba
Mayor

FROM: Adriane Kidd, Ed.D., Director ^{AOK}
Department of Human and Cultural Services

DATE: September 30, 2022

SUBJECT: ORDER AUTHORIZING THE MAYOR TO RATIFY THE PAYMENT
TO INTEGRATED PEST CONTROL MAINTENANCE (IPCM) FOR
PROVIDING PEST CONTROL SERVICES

This agenda item authorizes the Mayor to ratify the payment to East Side Jersey Dairy for providing baby food and formula to the City of Jackson Early Childhood Centers managed by the Department of Human and Cultural Services for the 2021-22 fiscal year and authorizing payment in the amount of one thousand six hundred and six dollars and seventy-five cents. Should you need additional information, please do not hesitate to notify me.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 9/30/22

POINTS		COMMENTS			
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO RATIFY THE PAYMENT TO EAST SIDE JERSEY DAIRY FOR PROVIDING BABY FOOD AND FORMULA TO THE CITY OF JACKSON (COJ) EARLY CHILDHOOD DEVELOPMENT PROOGRAM FOR SERVICE IN THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES FOR THE 2021-2022 FISCAL YEAR AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND SIX HUNDRED AND SIX DOLLARS AND SEVENTY-FIVE CENTS			
2.	Public Policy Initiative <ul style="list-style-type: none"> ○ Youth & Education ○ Crime Prevention ○ Changes in City Government ○ Neighborhood Enhancement ○ Economic Development ○ Infrastructure and Transportation ○ Quality of Life 	Youth & Education Quality of Life			
3.	Who will be affected	Students in the attending ECD			
4.	Benefits	Services will improve the quality of life for the students attending the City of Jackson Early Childhood Centers.			
5.	Schedule (Beginning date) (Completion date)	Upon Approval			
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide			
7.	Action implemented by: <ul style="list-style-type: none"> ○ Mayor's Office ○ City Department ○ Consultant 	Department of Human and Cultural Services			
8.	COST	\$1,606.75			
9.	Source of Funding <ul style="list-style-type: none"> ○ General Fund ○ Enterprise ○ Grant ○ Bond Other	General Fund Account 081 598 516227			
10.	EBO participation	ABE _____ %	WAIVER	yes ___ no ___	N/A <input checked="" type="checkbox"/>
		AABE _____ %	WAIVER	yes ___ no ___	N/A <input checked="" type="checkbox"/>
		WBE _____ %	WAIVER	yes ___ no ___	N/A <input checked="" type="checkbox"/>
		HBE _____ %	WAIVER	yes ___ no ___	N/A <input checked="" type="checkbox"/>
		NABE _____ %	WAIVER	yes ___ no ___	N/A <input checked="" type="checkbox"/>

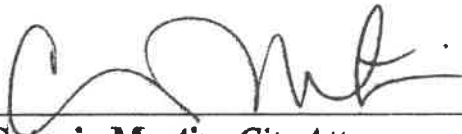
Office of the City Attorney

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
10/19/22 St. City

This **ORDER RATIFYING THE ACCEPTANCE OF PERISHABLE SUPPLIES AND FOODS ITEMS FROM PRAIRIE FARMS DAIRY SERVICES FOR THE CITY OF JACKSON'S EARLY CHILDHOOD DEVELOPMENT CENTERS AND AUTHORIZING PAYMENT FOR SAID SERVICES** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* AJM

10/18/22

Date

OFFICE OF THE CITY ATTORNEY
VJ.
10/14/2022

ORDER AMENDING THE AUGUST 31, 2021, ORDER WHICH AUTHORIZED ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2020 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM FUNDS IN THE JACKSON METROPOLITAN STATISTICAL AREA FOR A TOTAL OF \$1,434,010.00 (MSA) FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) (ALL WARDS).

WHEREAS, by Order entered on August 31, 2021, recorded in Minute Book 6T, Pages 461-462, the governing authorities authorized the Mayor to execute the contract and related documents with Grace House, Inc. and Mississippi United to End Homelessness (MUTEH) to provide eligible HOPWA services to residents of the City of Jackson's Metropolitan Statistical Area, which includes Hinds, Rankin, Madison, Copiah, and Simpson counties; and

WHEREAS, pursuant to the contracts, Grace House, Inc. expended all of their contract allocated funds (\$695,495.00) by February, 2022; but, due to staffing shortage and training, Mississippi United to End Homelessness (MUTEH) will not be able to expend all allocated funding (\$695,495.00) by end of contract term; and

WHEREAS, the contract extension will allow Mississippi United to End Homelessness (MUTEH) to continue to assist HOPWA clients with rental, mortgage, mental health, job training, and other supportive services to enable them in becoming more self-sufficient; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending that the time for completion of the program and the amount of funding of \$406,939.25 as of this date, be extended to December 31, 2023; and

IT IS, THEREFORE, ORDERED that the contract between the City of Jackson and the Mississippi United to End Homelessness (MUTEH) be amended to extend the contract end date to December 31, 2023 for reimbursable eligible HOPWA expenses; and that the Mayor is authorized to execute the amendment and related documents.

Agenda Item No. 23
10.25.2022
(Dotson,, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/26/22
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AMENDING THE AUGUST 31, 2021, ORDER WHICH AUTHORIZED ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2020 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM FUNDS IN THE JACKSON METROPOLITAN STATISTICAL AREA FOR A TOTAL OF \$1,434,010.00 (MSA) FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) (ALL WARDS).
2.	Public Policy Initiative: Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	Who will be affected	Provide services for low/moderate income persons and homeless persons
4.	Benefits	Provide public services
5.	Schedule (beginning date)	Upon approval
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide – All Wards
7.	Action implemented by: City Department <input checked="" type="checkbox"/> Consultant	Department of Planning & Development
8.	COST	\$406,939.25
9.	Source of Funding: General Fund Grant <input checked="" type="checkbox"/> Bond Other	2020 HOPWA Funding
	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 HOUSING AND
COMMUNITY DEVELOPMENT**

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor
FROM: Chloe Dotson, Interim Director
Planning and Development
DATE: September 26, 2022
RE: Agenda Item for October 11, 2022 City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute an amended Contract Agreement with Mississippi United to End Homelessness (MUTEH) to continue to assist HOPWA clients with rental, mortgage, mental health, job training, and other supportive services to enable them in becoming more self-sufficient; and

The City of Jackson agrees to reimburse Mississippi United to End Homelessness (MUTEH) for eligible expenses related to HOPWA expenses for the citizens of City of Jackson's Metropolitan Statistical Area, which includes Hinds, Rankin, Madison, Copiah, and Simpson counties.

The contract will cover costs of services through December 31, 2023 in an amount not to exceed \$406,939.25.

Should you have any questions, please contact me at ext. 2155.

cc: Valerie Tucker, Deputy Director, Department of Planning and Development
Linda Caldwell, Manager, Development Assistance Division

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 31, 2021, ORDER WHICH AUTHORIZED ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2020 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM FUNDS IN THE JACKSON METROPOLITAN STATISTICAL AREA FOR A TOTAL OF \$1,434,010.00 (MSA) FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Victoria James, *Deputy City Attorney*



10/6/22

Date

OFFICE OF THE CITY ATTORNEY
V.J. 10/6/22

ORDER APPROVING A COMPREHENSIVE SIGN PLAN FOR THE MEADOWBROOK OFFICE PARK THROUGH ALTERNATIVE COMPLIANCE PURSUANT TO CHAPTER 2 SECTION 102-30 (16) OF THE CITY OF JACKSON CODE OF ORDINANCES.

OFFICE OF THE CITY ATTORNEY
D. H. 10/20/22

WHEREAS, Chapter 2 Section 102-30 (16) of the City of Jackson Code of Ordinances establishes an alternative compliance method for sign approvals in existing mixed-use pedestrian oriented districts that promote quality design and integration of architecture; and

WHEREAS, the Meadowbrook Office Park has submitted the required application and documents to request an alternative compliance approval; and

WHEREAS, the Department of Planning and Development has evaluated the submitted comprehensive sign plan and found that the sign plan contains all elements required; and

WHEREAS, the City Council finds that the proposed or existing development exhibits unique characteristics of land use, architectural style, site location, physical scale, historical interest or other distinguishing features that represent a clear variation from conventional development, and the proposed signage incorporates special design features such as logos, emblems, murals or statuaries that are integrated with the building architecture; and

WHEREAS, the Meadowbrook Office Park includes 1300 Meadowbrook Road, 1400 Meadowbrook Road, 4266 I-55 N Frontage Road, 4270 I-55 N Frontage Road, and 4268 I-55 N Frontage Road; and

WHEREAS, the comprehensive sign plan is attached as Exhibit A.

NOW, THEREFORE, BE IT ORDERED by Jackson City Council that the application of the Meadowbrook Office Park as defined and attached in Exhibit A is hereby approved.

Agenda Item No. 24
10.25.2022
(Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 10/25/2022

POINTS		COMMENTS																																													
1.	Brief Description	ORDER APPROVING A COMPREHENSIVE SIGN PLAN FOR THE MEADOWBROOK OFFICE PARK THROUGH ALTERNATIVE COMPLIANCE PURSUANT TO CHAPTER 2 SECTION 102-30(16) OF THE CITY OF JACKSON CODE OF ORDINANCES.																																													
2.	Purpose	Comprehensive sign plan for Meadowbrook Office Park																																													
3.	Who will be affected	Applicant.																																													
4.	Benefits	Higher architectural and design standards and more flexibility for signage in development.																																													
5.	Schedule (beginning date)	N/A																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 7																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Planning & Development																																													
8.	COST	None																																													
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 See attached sheets from Vendors	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%; text-align: right;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">no</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 10%; text-align: center;">X</td> </tr> <tr> <td>AABE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td style="text-align: center;">X</td> </tr> <tr> <td>WBE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td style="text-align: center;">X</td> </tr> <tr> <td>HBE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td style="text-align: center;">X</td> </tr> <tr> <td>NABE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td style="text-align: center;">X</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X																																							
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MEMORANDUM

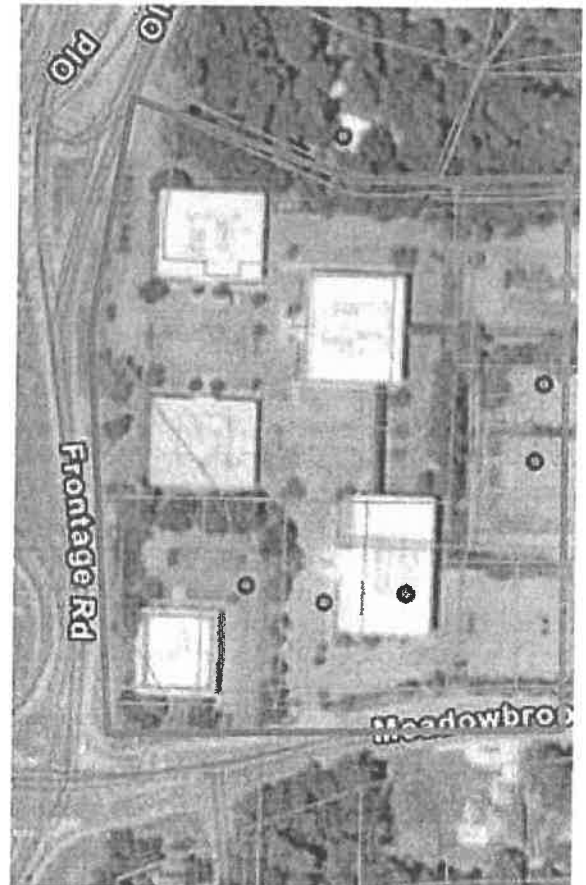
To: Chokwe Antar Lumumba, Mayor
From: Chloe Dotson, Interim Director
Date: October 10th 2022
Subject: Agenda Item

Attached you will find an item for the agenda approving the Comprehensive Sign Plan for the Meadowbrook Office Park under Chapter 2 Section 102-30 (16) section of the sign code that allows alternative compliance by comprehensive sign plan within the mixed used districts of the zoning code including UTC, UV, NMU, and CMU.

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

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

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



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 APPROVING A COMPREHENSIVE SIGN PLAN FOR THE MEADOWBROOK OFFICE PARK THROUGH ALTERNATIVE COMPLIANCE PURSUANT TO CHAPTER 2 SECTION 102-30 (16) OF THE CITY OF JACKSON CODE OF ORDINANCES** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney* 

10/20/22
Date

OFFICE OF THE CITY ATTORNEY


OFFICE OF THE CITY ATTORNEY
10/25/22

A RESOLUTION OF THE JACKSON CITY COUNCIL ADOPTING THE CITY OF JACKSON HAZARD MITIGATION PLAN

WHEREAS, the City of Jackson's Mayor and City Council recognized the threat that natural hazards pose to people and property within the City of Jackson; and

WHEREAS, the City of Jackson participated in the preparation of a hazard mitigation plan developed in accordance with the Disaster Mitigation Act of 2000, hereby known as the City of Jackson Hazard Mitigation Plan 2022-2027 edition; and

WHEREAS, the City of Jackson Hazard Mitigation Plan 2022-2027 edition identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Jackson from the impacts of future hazards and disasters; and

WHEREAS, adoption of the City of Jackson Hazard Mitigation Plan 2022-2027 edition by the City of Jackson's City Council demonstrates their commitment to reducing the risk posed to people and property within the City of Jackson.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF JACKSON'S CITY COUNCIL does hereby adopt the City of Jackson Hazard Mitigation Plan 2022-2027 edition as it pertains to the City of Jackson on this the 25th day of October 2022, at a regular meeting of the Mayor and City Council of the City of Jackson, Mississippi.

Agenda Item No. 25
10.25.2022
(Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 10/25/22

DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	A RESOLUTION OF THE CITY OF JACKSON CITY COUNCIL ADOPTING THE CITY OF JACKSON HAZARD MITIGATION PLAN.
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Economic Development Neighborhood Enhancement Quality of Life Infrastructure and Transportation
3.	Who will be affected	N/A
4.	Benefits	All residents
5.	Schedule (beginning date)	Adoption shall take effect 30 days after passage by City Council.
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT
8.	COST	Cost of Publication of the Ordinance
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"/> 	General Fund
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, Interim Director
Department of Planning and Development**

Date: 10/25/2022

Re: Agenda Item

the City of Jackson Hazard Mitigation Plan 2022-2027 edition identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Jackson from the impacts of future hazards and disasters.

Adoption of the City of Jackson Hazard Mitigation Plan 2022-2027 edition by the City of Jackson's City Council demonstrates our commitment to reducing the risk posed to people and property within the City of Jackson

If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1172 or e-mail cdotson@jacksonms.gov.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
[Signature]
10/20/22

This A RESOLUTION OF THE JACKSON CITY COUNCIL ADOPTING THE CITY OF JACKSON HAZARD MITIGATION PLAN is legally sufficient for placement in NOVUS Agenda.

[Signature]

Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney *[Signature]*

10/20/22
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C450i DIGITAL COPIER TO BE USED BY THE WATER/SEWER UTILITIES DIVISION OF THE DEPARTMENT OF PUBLIC WORKS

OFFICE OF THE CITY ATTORNEY
10-25-2022

WHEREAS, the Water/Sewer Division of the Department of Public Works desires to enter into a 48-month rental agreement for a multifunction copier machine; and

WHEREAS, Advantage Business Systems provides a Konica Minolta Bizhub C450i Digital Copier with auxiliary equipment through State of Mississippi Contract #8200056217 at a cost of \$279.40 per month, plus a copy charge of \$0.0073 per black and white copy, and \$0.059 per color copy, and including maintenance for all parts, except paper and staples; and

WHEREAS, Advantage Business Systems has an office located in the City of Jackson, Mississippi; and

WHEREAS, the Department of Public works recommends the approval of a contract with Advantage Business Systems for a Konica Minolta Bizhub C450i Digital Copier.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the necessary documents with Advantage Business Systems providing for a 48-month rental for a Konica Minolta Bizhub C450i Digital Copier with auxiliary equipment through State of Mississippi Contract #8200056217 at a cost of \$279.40 per month, plus a copy charge of \$0.0073 per black and white copy, and \$0.059 per color copy, and including maintenance for all parts, except paper and staples.

Agenda Item No. 26
10.25.2022
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 2, 2022
DATE

POINTS		COMMENTS					
1.	Brief Description/Purpose	ORDER AUTHORIZING MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C458 DIGITAL COPIER TO BE USED BY THE WATER/SEWER UTILITIES DIVISION WITHIN THE DEPARTMENT OF PUBLIC WORKS.					
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 allows the Water/Sewer Utilities Division to produce the various types of documents required for this office to perform its intended functions.					
3.	Who will be affected	Water/Sewer Utilities Division					
4.	Benefits	Improved quality of documents and productivity					
5.	Schedule (beginning date)	Upon expiration of current copier contract					
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Hood Building					
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Water/Sewer Utilities Division Department of Public Works					
8.	COST	\$279.40 per month over a 48 month rental period					
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Acct #031-522.30-6514					
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		AABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		WBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		HBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		NABE	_____ %	WAIVER	yes _____	no _____	N/A _____


Handwritten signature and date: 5/3/22

Department of Public Works



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

Chokwe Lumumba.
Mayor of the City of Jackson

DATE: May 2, 2022
TO: Chokwe Lumumba, Mayor
FROM: Marlin King, Director of Public Works 
RE: Water/Sewer Utilities Division Printer Contract
48 -Month Copier Rental Agreement with Advantage Business System State of
Mississippi Contract Number 8200056217

The contract providing for the 48 month rental of a Cannon Image Runner Copier 32351 for use in the Water/Sewer Division has expired.

Water/Sewer Utilities Division has reviewed the current State of Mississippi contract for copiers. In this review, Advantage Business Systems has proposed a rental and Maintenance contract for the Water/Sewer Utilities Division for a 48-Month term. Through State Contract Number 8200056217, Advantage Business system will provide the following:

BIZHUB C458 at a total monthly rental of \$279.40. This includes maintenance of all supplies except paper and staples. In addition, we will receive 3,000 b/w copies per month with overage to be billed at \$.0073 per copy and 500 color copies with overage billed at \$.059 per copy.

Advantage Business System is the Supplier of this Copier and is located in Jackson.

It is the recommendation of the office that this contract be awarded. If you have any questions, or required addition information please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street
Post Office Box 220
Jackson, Mississippi 39201
Telephone: (601) 253-2200
Facsimile: (601) 960-1100

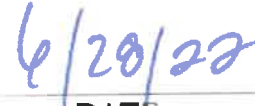
OFFICE OF THE CITY ATTORNEY
6/20/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C450i DIGITAL COPIER TO BE USED BY THE WATER/SEWER UTILITIES DIVISION OF THE DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*



DATE

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

Agenda Item No. 27
10.25.2022
(Stokes)

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
ORDERING THE EXPANSION OF THE RANKS OF THE JACKSON
POLICE DEPARTMENT BY A MINIMUM OF ONE HUNDRED SWORN
OFFICERS WITHIN A TIME PERIOD OF ONE YEAR**

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the actual numbers of sworn officers currently on the Jackson Police Department is woefully low; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council take the necessary steps to provide budgetary support and by all means necessary to ensure that the public safety and the primary need for law and order is maintained at a high level and with all deliberate speed in the City of Jackson; and

THEREFORE, IT IS HEREBY ORDERED, the City Council of Jackson, Mississippi hereby orders the expansion of the ranks of the Jackson Police Department by a minimum of One Hundred sworn officers within a time period of one year.

SO ORDERED, this the _____ day

Agenda Item No. 28
10.25.2022
(Stokes)

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022 and September 27, 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. 29
October 25, 2022
(Jackson City Council)**

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 2 TO THE AGREEMENT OF CORNERSTONE ENGINEERING, LLC FOR O.B. CURTIS AND J.H. FEWELL WATER TREATMENT PLANTS GENERAL ENGINEERING SERVICES

OFFICE OF THE CITY ATTORNEY
10/25/22

WHEREAS, the City of Jackson executed an agreement with Cornerstone Engineering, LLC for O.B. Curtis and J.H. Fewell Water Treatment Plants general engineering services effective October 19, 2020; and

WHEREAS, the term of the agreement was for 730 days; and

WHEREAS, the City of Jackson executed Supplemental Agreement No. 1 to the Agreement on August 16, 2021 increasing the scope of work and the compensation, but did not increase the term of the contract; and

WHEREAS, Cornerstone Engineering, LLC requires additional time to complete some of the scope of work in the amended Agreement; and

WHEREAS, the Department of Public Works recommends that the governing authorities authorize Supplemental Agreement No. 2 to the Agreement to extend the time for performance under the Agreement through December 31, 2022.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Supplemental Agreement No. 2 to the agreement with Cornerstone Engineering, LLC for O.B. Curtis and J.H. Fewell Water Treatment Plants General Engineering Services, which will extend the time for performance under the Agreement through December 31, 2022.

**Agenda Item No. 30
October 25, 2022
(Hillman, Lumumba)**

Office of the City Attorney

455 East Capitol Street
Post Office Box 2770
Jackson, Mississippi 39202-2770
Telephone: (601) 960-1756
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
10/21/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 2 TO THE AGREEMENT OF CORNERSTONE ENGINEERING, LLC FOR O.B. CURTIS AND J.H. FEWELL WATER TREATMENT PLANTS GENERAL ENGINEERING SERVICES** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel*



10/21/22

DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET October 21, 2022
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 2 TO THE AGREEMENT OF CORNERSTONE ENGINEERING, LLC FOR O.B. CURTIS AND J.H. FEWELL WATER TREATMENT PLANTS GENERAL ENGINEERING SERVICES
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Customers of the City of Jackson Drinking Water System
4.	Benefits	Continued engineering support for both water treatment plants
5.	Schedule (beginning date)	Ongoing
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	O.B. Curtis and J.H. Fewell Water Treatment Plants
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	COST	N/A; Extends the time for performance of the Agreement
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Jordan Hillman
Interim Director
Date: October 20, 2022
Subject: Agenda Item for City Council Meeting

This is an agenda item to authorize Supplemental Agreement No. 2 to the Agreement with Cornerstone Engineering, LLC for O.B. Curtis and J.H. Fewell Water Treatment Plants general engineering services. The original Agreement was for a term of 730 days, beginning October 19, 2020. Supplemental Agreement No. 1 increased the scope of work and compensation but did not increase the term of the Agreement. Cornerstone Engineering, LLC requires additional time to complete some of the scope of work under the Agreement, as amended. The Engineering Division of the Department of Public Works recommends extending the term of the Agreement through December 31, 2022.

It is the recommendation of Public Works that the order be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

After a thorough discussion, **President Lindsay** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, and Lindsay.
Nays – Stokes.
Absent – None.

ORDER AUTHORIZING SUPPLEMENTAL AGREEMENT NO. 1 TO THE PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC FOR TECHNICAL ASSISTANCE WITH MAINTAINING THE WATER TREATMENT FACILITIES AT O.B. CURTIS WTP & JH FEWEL WTP.

WHEREAS, the City Council of Jackson approved a Professional General Services Agreement with Cornerstone Engineering in an amount not to exceed \$250,000.00 on October 13, 2020 for technical assistance with maintaining the treatment facilities at OB Curtis WTP & JH Fewell WTP to ensure the City of Jackson maintains compliance with the Safe Water Drinking Act; and

WHEREAS, the City of Jackson Public Works has requested Cornerstone Engineering, LLC provide a proposal for additional general engineering services to assist the City of Jackson with maintaining compliance with the Safe Drinking Water Act under an executed Administrative Order of Consent (AOC) administered by the Environmental Protection Agency (EPA); and

WHEREAS, Cornerstone Engineering, LLC has submitted supplemental agreement No. 1 for their additional services in an amount not to exceed \$950,000.00; and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into a supplemental agreement for professional general engineering services agreement with Cornerstone Engineering, LLC in a total amount not to exceed \$1,200,000.00.

IT IS, THEREFORE, ORDERED that supplemental agreement No. 1 for professional general engineering services agreement with Cornerstone Engineering, LLC in amount not to exceed \$1,200,000.00, is approved.

Council Member Stokes moved adoption; Council Member Banks seconded.

President Lindsay recognized Charles Williams, Director of Public Works, who provided a brief overview of said item.

After a thorough discussion, **President Lindsay** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2021 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. MISS. AND OTHER RELATED MATTERS.

WHEREAS, the City continues to require additional representation in the matter, specifically, assistance, and legal advice and counsel in negotiating a modification of the Consent Decree and matters relating thereto because the modification negotiations are ongoing; and

WHEREAS, due to the continuing request from the U.S.E.P.A. and MDEQ to meet weekly and in anticipation that during January through March there will be significant negotiations

This is Attachment 1, consisting of 3 pages, to
Supplemental Agreement No. 1 dated _____.

Initial:

OWNER _____
ENGINEER M.M.

Modifications

- A1. ENGINEER shall add the following tasks to the third paragraph of the previously executed professional engineering services agreement dated October 19, 2020 for the OB Curtis and JH Fewell Water Treatment Plant General Engineering Services Agreement:

“(7) to provide advice, technical assistance and general consulting as it relates to developing and implementing a system wide asset management program in response to Compliance Orders of the Mississippi Department of Health (MSDH) and US Environmental Protection Agency (EPA) at the OB Curtis WTP and the JH Fewell WTP;

(8) to provide advice, technical assistance and general consulting as it relates to developing and implementing a system wide asset management program in response to Compliance Orders of the Mississippi Department of Health (MSDH) and US Environmental Protection Agency (EPA) for all the ground water storage tanks, the elevated water storage tanks, the booster stations and water wells of the water distribution system;

(9) to assist with developing detailed asset inventories at the WTPs (including age estimates, condition assessments, and critically of the function of the equipment or asset);

(10) to assist with developing detailed asset inventories of the ground water storage tanks, the elevated water storage tanks, the booster stations and water wells of the distribution system (including age estimates, condition assessments, and critically of the function of the equipment or asset);

(11) to assist with evaluating and integrating operation and maintenance tasks in the asset management program; and

(12) to assist with developing the Asset Management Plan that will include an evaluation of all water plant and certain water distribution system assets to facilitate effective and efficient system-wide operational sustainability. A background approach to the asset management task by Cornerstone Engineering, LLC is provided as Attachment A to the contract.”

- A2. ENGINEER shall add the following professional engineering services to the Scope of Work as described in the previously executed agreement dated October 19th, 2020 for the OB Curtis and JH Fewell Water Treatment Plant General Engineering Services Agreement:

Add to Exhibit A (Scope of Work) the following specific project description tasks:

“(7) to provide advice, technical assistance and general consulting as it relates to developing and implementing a system wide asset management program in response to Compliance Orders of the Mississippi Department of Health (MSDH) and US Environmental Protection Agency (EPA) at the OB Curtis WTP and the JH Fewell WTP;

(8) to provide advice, technical assistance and general consulting as it relates to developing and implementing a system wide asset management program in response to Compliance Orders of the Mississippi Department of Health (MSDH) and US Environmental Protection Agency (EPA) for all the ground water storage tanks, the elevated water storage tanks, the booster stations and water wells of the water distribution system;

(9) to assist with developing detailed asset inventories at the WTPs (including age estimates, condition assessments, and critically of the function of the equipment or asset);

(10) to assist with developing detailed asset inventories of the ground water storage tanks, the elevated water storage tanks, the booster stations and water wells of the distribution system (including age estimates, condition assessments, and critically of the function of the equipment or asset);

(11) to assist with evaluating and integrating operation and maintenance tasks in the asset management program; and

(12) to assist with developing the Asset Management Plan that will include an evaluation of all water plant and certain water distribution system assets to facilitate effective and efficient system-wide operational sustainability.”

- A3. The Scope of Services currently authorized to be performed by ENGINEER in accordance with the Agreement and previous amendments, if any, is modified as follows:

Add to Exhibit B (Scope of Services) the following specific professional services:

“1.1.7. Developing an Asset Management program for the water system, and
1.1.8. Preparing an Asset Management Plan document.”

A4. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

Revise Exhibit C (Compensation for Professional Services) by adding the following payment requirements for performance of services that states the following:


“1.3.1 In consideration for providing all professional engineering services as set forth in Exhibit B of this Agreement, the OWNER shall reimburse the ENGINEER for all allowable and allocable costs. The ENGINEER shall bill the OWNER hourly according to his 2021 Standard Rate Schedule which is included as Attachment A. The ENGINEER’S hourly, not to exceed fee is as follows:

An Additional Professional Services Fee, Not to Exceed \$950,000.”

Replace the original EBO plan with the attached revised EBO plan which includes proposed subconsultant MicroTek.

OWNER: City of Jackson


ENGINEER: Cornerstone Engineering, LLC



Chokwe A. Lumumba (Mayor) *WALA*


Mauricka McKenzie, Sr., P.E. (President)

ATTEST:

ATTEST:


Date: 8/16/2021


Date: 7/21/21

Fee Schedule

Cornerstone Engineering, LLC
2021 SCHEDULE OF FEES-ATTACHMENT A

1.1 Professional Fees

Engineer

Principal Engineer\$220.00/hr.
Senior Engineer\$190.00/hr.
Project Engineer\$160.00/hr.
Engineering Associate I\$120.00/hr.

Designer / Drafter

Senior Designer Level I\$110.00/hr.
Designer Level I\$80.00/hr.

RPR/Technician (Soils, Concrete or Environmental)

Senior Technician\$110.00/hr.
Level II Technician\$85.00/hr.
Level I Technician\$65.00/hr.

Project Manager

Senior Project Manager (code 112)\$180.00/hr.
Project Manager (code 162)\$160.00/hr.

Consultant (Roofing, Safety, etc.)

Project Consultant (code 309)\$90.00/hr.

Administrative

Office Manager\$80.00
Office Assistant\$50.00

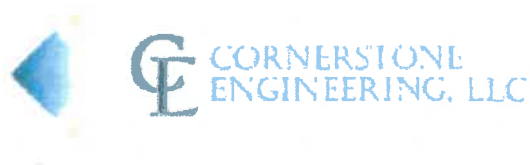
Fee Schedule:

Cornerstone Engineering, LLC

2021 SCHEDULE OF FEES-ATTACHMENT A

TRAVEL FEES

1. Automotive mileage \$0.56/mile
2. 4-Wheel Drive \$0.85/mile
Mileage charges apply only to projects more than 20 miles from office.
3. Per Diem (Meals and Lodging) \$100.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
4. Photographs (reproduced within report or at client's request) (code A005) \$ 2.60/ea
5. Color Photocopies \$3.15/ea
6. Large Drawing Plots
 - Monochrome Linework on bond \$1/Sq. Ft.
 - Size D \$5.19/ea
 - Size E \$10.39/ea
 - Long Plot (140x32) \$31.11/ea
 - 11x17 Reduction \$1.30/ea
 - Custom (Glossy 40x28) \$38.89/ea
 - Color Image on plain bond \$6/Sq. Ft.
 - Size D \$31.17/ea
 - Size E \$62.33/ea
 - Long Plot (140x32) \$186.67/ea
 - 2 pc Super Plot (140x60) \$350.00/ea
 - 11x17 Reduction \$7.79/ea
 - Custom (Glossy 106x36) \$185.50/ea
7. Direct non-salary expense Cost Plus 15%
8. Sub-Contractor markup Cost Plus 15%



Attachment A BACKGROUND REPORT TO THE CONTRACT

City of Jackson Water Plant Asset Management Development Task

July 2021

Background:

The City of Jackson water system and water treatment plants make up one of the single largest assets the City owns and must be managed to leverage its capabilities and maximize the use and economic benefit for the rate payers. The City has made significant improvements to its water treatment plants over the past few years. More specifically, the City replaced major sluice gate valves, replaced the sludge handling centrifuges, replaced the raw water traveling screens, chemical storage silo improvements, and installed a new soda ash chemical treatment system at one of the water treatment plants. There are several other improvements currently in construction as well as other improvements being planned over the next five (5) years. Two critical elements to effectively managing the system as an asset are an accurate system map to locate and characterize all of the system components (pipes, valves, hydrants, pumps, tanks, etc.) and developing and maintaining a computerized asset management database system. Due to staffing shortages at the water treatment plants in personnel with experience in high level asset management, the City has a need for a qualified consultant to assist in the development of the asset management program.

Proposed Solution:

Cornerstone Engineering proposes to assist the City of Jackson by developing an asset management system that will seek to inventory and incorporate every major component in the City's water treatment plants from pipes and valves to pumps and building infrastructure. Notably, Cornerstone Engineering has been working alongside the water treatment plant staff over the past three (3) years to train new water operators and help understand and troubleshoot the system. Additionally, Cornerstone Engineering has a qualified staff of engineers that has recently participated in asset management training with the City staff and CityWorks software trainer GIS, Inc. Our staff of engineers is uniquely qualified to assist the City of Jackson with the asset management project due to our keen familiarity with the City's assets and the many years of water treatment plant experience of our team members.

Our team of technical staff consists of environmental engineers, water resources engineers, computer programmers, GIS specialists, and engineering technicians with over 100 years of combined experience. Our key team members will include, but are not limited to, the following personnel of our firm:

1. Mauricka McKenzie, P.E., Board Certified Environmental Engineer (BCEE) with Cornerstone Engineering will serve as the Project Coordinator and Project Manager. He will serve the team by providing and coordinating staff resources, organizing the data collection work for the successful completion of the project.
2. Chris Rosales, P.E. with Cornerstone Engineering will serve as the Project Engineer and Client contact. He will be responsible for planning the work and inputting data into the CityWorks Asset Management system.
3. Keith Allen, P.E., Dr. Wayne Hodo, E.I., Cynthia Hill, Fred Snow, Rajesh Labh and Ivory Jones with Cornerstone Engineering will serve as assistants to the Project Manager to gather, organize and update schematics and to organize operating and maintenance information for the benefit of the City staff.
4. Bernard Williams and Claude McCants with Micro Tech Systems, Inc. will serve as a subconsultant and will assist Cornerstone Engineering with data analytics and quality control reviews.

Staff Member Qualifications:

Cornerstone Engineering staff is qualified for this project due to our experience with asset management. Our project manager Chris Rosales, P.E. has over 10 years of professional experience and is a former water plant engineer for the City of Houston, and he assisted the City of Houston with data analytics and asset management program development and implementation. Dr. Wayne Hodo has over 22 years of asset management experience. Keith Allen, P.E. has over 40 years of professional experience with water systems. Mauricka McKenzie, P.E. has over 22 years of professional experience as an engineer and project manager and he has designed several water treatment plants and elevated water storage tanks. Cynthia Hill is a former water operator and manager of the Jackson water plants and has over 20 years experience. Fred Snow is the former public works director for the City of Newton and is a certified water operator with over 20 years of experience. Our team is uniquely qualified to complete the asset management project.

Project Execution:

A thorough review of the City's current asset management systems will be conducted to produce a detailed recommendation for necessary improvements to make the City's public works department more effective and responsive to the administration and the citizens of the City of Jackson. Cornerstone Engineering will work closely with the City's public works and GIS departments to review, as well inventory and analyze the various key components of the City's water treatment plants. The project does not include reviewing the assets in the water distribution system such as the well pumps and chlorination equipment associated with the well system, booster stations, elevated water storage tanks in the distribution and the water distribution system in general.

Deliverables/Products:

A detailed Water Treatment Plant Asset Management Database Report will be developed to summarize the findings of the review and deliver recommendations on the most economical path for ongoing maintenance considerations to ensure the security and functionality of the asset management system.



CITY OF JACKSON, MISSISSIPPI

**Chokwe Antar Lumumba
Mayor**

**EQUAL BUSINESS OPPORTUNITY (EBO)
PLAN APPLICATION**

**Department of Planning and Development
Office of Economic Development**



CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY ORDINANCE

LEGAL NOTICE

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) Plan Application with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Ordinance. Failure to comply with the City's ordinance shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Ordinance, EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(EBO FORM 7-1-13)

EQUAL BUSINESS OPPORTUNITY SPECIAL NOTICE TO BIDDERS

POLICY

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with city funds.

DEFINITIONS

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, as defined in section 127-4 (7), and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2 and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.
- (5) "Female Business Enterprise (FBE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females, and certified as such by the Division of Business Development.

OBLIGATION

The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Ordinance, to conduct an investigation to determine the reasons for the underutilization.

GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Ordinance of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See Subcontractor/Supplier Participation guidelines below.)

The Equal Business Opportunity participation goals are as follows:

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan Application.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1638.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

A. Subcontractor Participation

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
 - (a) the amount of work subcontracted;
 - (b) the type of prime contract;
 - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
 - (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
 - (e) whether the business purchases goods and/or services from a non-minority/women business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of minority/women business enterprise utilization goals.
 - (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. Suppliers Participation

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or

In part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers' representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

C. Joint Ventures and Mentor-Protégé Programs

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$10,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding ten million dollars (\$10,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
 - (a) The initial capital investment of each venture partner;
 - (b) The proportional allocation of profits and losses to each venture partner;
 - (c) The sharing of the right to control the ownership and management of the joint venture;
 - (d) Actual participation of the venture partners in the performance of the contract;
 - (e) The method of and responsibility for accounting;
 - (f) The methods by which disputes are resolved; and
 - (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section 127-13(1) of the City of Jackson's Equal Opportunity Ordinance, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Replacement

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. (*See EBO Plan Application*)

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN
APPLICATION

I. Company Name: Cornerstone Engineering, LLC

II. Address: 710 Northside Drive, Suite A

City: Clinton State: MS ZIP Code: 39056

Telephone: (601) 473-2403

E-mail: mmckenzie@cornerstoneengllc.com

III. Bid Name and Number: OB Curtis and JH Fewell Water Treatment Plants General Services Agreement

IV. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS:

If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 127-13-1(B) of the EBO Ordinance.

IV. Total Bid Amount: \$950,000

V. WAIVER REQUESTED

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

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

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

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

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

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

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

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services		90%			10%
Construction		N/A			
Goods & Non-Professional Services		N/A			

VII. REPLACEMENT OF MBE/FBE

If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section 127-19 of the EBO Ordinance.

VIII. CERTIFICATION

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


Authorized Signature and Title

7/21/21
Date

PRINT "AUTHORIZED" NAME HERE: Mauricka McKenzie

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

Company Name: MicroTech Systems, Inc. Type Trade/Business: Water Resources Engineering

Address: 364 Heritage Place

Type Minority Business (MBE/FBE):

City, State, ZIP: Jackson, Mississippi 39212

Female (FBE)

African-American (AABE)

Asian (ABE)

Contact Person: Joyce McCants or Claude McCants

Hispanic (HBE)

Native American (NABE)

Telephone Number: (601) 850-8938

Type Minority Business (MBE/FBE) Involvement:

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: Data Analytics

Scops of Work to be Performed: Review analytical data in CityWorks, review project deliverables, assist with asset Management program development, communicate with GIS department as needed.

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$95,000

Percentage of MBE and/or FBE Participation: 10%

**ORDER AUTHORIZING SUPPLEMENTAL AGREEMENT NO. 1 TO
THE PROFESSIONAL GENERAL ENGINEERING SERVICES
AGREEMENT WITH CORNERSTONE ENGINEERING, LLC FOR
TECHNICAL ASSISTANCE WITH MAINTAINING THE WATER
TREATMENT FACILITIES AT OB CURTIS WTP & JH FEWELL WTP
(CITYWIDE)**

OFFICE OF THE CITY ATTORNEY
7-10-20
2020

WHEREAS, the City Council of Jackson approved a Professional General Services Agreement with Cornerstone Engineering in an amount not to exceed \$250,000.00 on October 13, 2020 for technical assistance with maintaining the treatment facilities at OB Curtis WTP & JH Fewell WTP to ensure the City of Jackson maintains compliance with the Safe Water Drinking Act; and

WHEREAS, the City of Jackson Public Works has requested Cornerstone Engineering, LLC provide a proposal for additional general engineering services to assist the City of Jackson with maintaining compliance with the Safe Drinking Water Act under an executed Administrative Order of Consent (AOC) administered by the Environmental Protection Agency (EPA); and

WHEREAS, Cornerstone Engineering, LLC has submitted supplemental agreement No. 1 for their additional services in an amount not to exceed \$950,000.00; and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into a supplemental agreement for professional general engineering services agreement with Cornerstone Engineering, LLC in a total amount not to exceed \$1,200,000.00.

IT IS, THEREFORE, ORDERED that supplemental agreement No. 1 for professional general engineering services agreement with Cornerstone Engineering, LLC in amount not to exceed \$1,200,000.00, is approved.

ITEM # _____

AGENDA DATE: _____

BY: WILLIAMS, LUMUMBA



**CORNERSTONE
ENGINEERING, LLC**
Thinking Beyond the Box

July 21, 2021

**City of Jackson
Attn: Charles Williams, P.E., PhD
200 South President Street
P.O. Box 17
Jackson, MS 39205**

**RE: OB CURTIS AND JH FEWELL WATER TREATMENT PLANT GENERAL ENGINEERING SERVICES PROJECT
OWNER-ENGINEER AGREEMENT-SUPPLEMENTAL AGREEMENT #1**

Dr. Williams:

Enclosed is our professional services supplemental agreement #1 for the above referenced project. This agreement will coincide with original scope of work as identified in the contract dated October 19, 2020. The professional services will assist the City staff with certain tasks and reporting as required to comply with the recently signed US EPA 2021 Administrative Compliance Order on Consent as it relates to the City of Jackson.

If you need any more information, please let me know.

Sincerely,

Mauricka McKenzie, Sr., P.E.

Enclosures: Contract

Cc: file

This is Attachment 1, consisting of 3 pages, to Supplemental Agreement No. 1 dated _____.

Initial:
OWNER _____
ENGINEER Mom

Modifications

- A1. ENGINEER shall add the following tasks to the third paragraph of the previously executed professional engineering services agreement dated October 19, 2020 for the OB Curtis and JH Fewell Water Treatment Plant General Engineering Services Agreement:

“(7) to provide advice, technical assistance and general consulting as it relates to developing and implementing a system wide asset management program in response to Compliance Orders of the Mississippi Department of Health (MSDH) and US Environmental Protection Agency (EPA) at the OB Curtis WTP and the JH Fewell WTP;

(8) to provide advice, technical assistance and general consulting as it relates to developing and implementing a system wide asset management program in response to Compliance Orders of the Mississippi Department of Health (MSDH) and US Environmental Protection Agency (EPA) for all the ground water storage tanks, the elevated water storage tanks, the booster stations and water wells of the water distribution system;

(9) to assist with developing detailed asset inventories at the WTPs (including age estimates, condition assessments, and critically of the function of the equipment or asset);

(10) to assist with developing detailed asset inventories of the ground water storage tanks, the elevated water storage tanks, the booster stations and water wells of the distribution system (including age estimates, condition assessments, and critically of the function of the equipment or asset);

(11) to assist with evaluating and integrating operation and maintenance tasks in the asset management program; and

(12) to assist with developing the Asset Management Plan that will include an evaluation of all water plant and certain water distribution system assets to facilitate effective and efficient system-wide operational sustainability. A background approach to the asset management task by Cornerstone Engineering, LLC is provided as Attachment A to the contract.”

- A2. ENGINEER shall add the following professional engineering services to the Scope of Work as described in the previously executed agreement dated October 19th, 2020 for the OB Curtis and JH Fewell Water Treatment Plant General Engineering Services Agreement:

Add to Exhibit A (Scope of Work) the following specific project description tasks:

(7) to provide advice, technical assistance and general consulting as it relates to developing and implementing a system wide asset management program in response to Compliance Orders of the Mississippi Department of Health (MSDH) and US Environmental Protection Agency (EPA) at the OB Curtis WTP and the JH Fewell WTP;

(8) to provide advice, technical assistance and general consulting as it relates to developing and implementing a system wide asset management program in response to Compliance Orders of the Mississippi Department of Health (MSDH) and US Environmental Protection Agency (EPA) for all the ground water storage tanks, the elevated water storage tanks, the booster stations and water wells of the water distribution system;

(9) to assist with developing detailed asset inventories at the WTPs (including age estimates, condition assessments, and critically of the function of the equipment or asset);

(10) to assist with developing detailed asset inventories of the ground water storage tanks, the elevated water storage tanks, the booster stations and water wells of the distribution system (including age estimates, condition assessments, and critically of the function of the equipment or asset);

(11) to assist with evaluating and integrating operation and maintenance tasks in the asset management program; and

(12) to assist with developing the Asset Management Plan that will include an evaluation of all water plant and certain water distribution system assets to facilitate effective and efficient system-wide operational sustainability."

- A3. The Scope of Services currently authorized to be performed by ENGINEER in accordance with the Agreement and previous amendments, if any, is modified as follows:

Add to Exhibit B (Scope of Services) the following specific professional services:

“1.1.7. Developing an Asset Management program for the water system, and
1.1.8. Preparing an Asset Management Plan document.”

A4. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

Revise Exhibit C (Compensation for Professional Services) by adding the following payment requirements for performance of services that states the following:

“1.3.1 In consideration for providing all professional engineering services as set forth in Exhibit B of this Agreement, the OWNER shall reimburse the ENGINEER for all allowable and allocable costs. The ENGINEER shall bill the OWNER hourly according to his 2021 Standard Rate Schedule which is included as Attachment A. The ENGINEER'S hourly, not to exceed fee is as follows:


An Additional Professional Services Fee, Not to Exceed \$950,000.”

Replace the original EBO plan with the attached revised EBO plan which includes proposed subconsultant MicroTek.

OWNER: City of Jackson

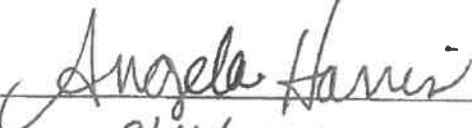
ENGINEER: Cornerstone Engineering, LLC

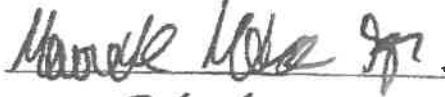

Chokwe A. Lumumba (Mayor) *MLA*


Mauricka McKenzie, Sr., P.E. (President)

ATTEST:

ATTEST:


Date: 8/16/2021


Date: 7/21/21

Fee Schedule

Cornerstone Engineering, LLC
2021 SCHEDULE OF FEES-ATTACHMENT A

1.1 Professional Fees

1.2 Personnel

Engineer

Principal Engineer\$220.00/hr.
Senior Engineer.....\$190.00/hr.
Project Engineer\$160.00/hr.
Engineering Associate I\$120.00/hr.

Designer / Drafter

Senior Designer Level I\$110.00/hr.
Designer Level I\$80.00/hr.

**RPR/Technician (Soils, Concrete or
Environmental)**

Senior Technician\$110.00/hr.
Level II Technician\$85.00/hr.
Level I Technician\$65.00/hr.

Project Manager

Senior Project Manager (code 112)\$180.00/hr.
Project Manager (code 162)\$160.00/hr.

Consultant (Roofing, Safety, etc.)

Project Consultant (code 309)\$90.00/hr.

Administrative

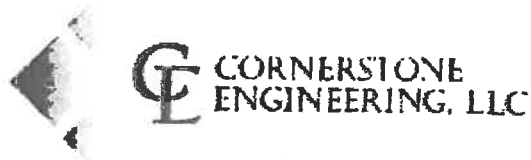
Office Manager\$80.00
Office Assistant\$50.00

Fee Schedule

Cornerstone Engineering, LLC
 2021 SCHEDULE OF FEES-ATTACHMENT A

1.3 **OTHER EXPENSES**

1. Automotive mileage \$0.56/mile
2. 4-Wheel Drive \$0.85/mile
Mileage charges apply only to projects more than 20 miles from office.
3. Per Diem (Meals and Lodging) \$100.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
4. Photographs (reproduced within report or at client's request) (code A005) \$ 2.60/ea
5. Color Photocopies \$3.15/ea
6. Large Drawing Plots
Monochrome Linework on bond --- \$1/Sq. Ft.
 - Size D \$5.19/ea
 - Size E \$10.39/ea
 - Long Plot (140x32) \$31.11/ea
 - 11x17 Reduction \$1.30/ea
 - Custom (Glossy 40x28) \$38.89/eaColor Image on plain bond --- \$6/Sq. Ft.
 - Size D \$31.17/ea
 - Size E \$62.33/ea
 - Long Plot (140x32) \$186.67/ea
 - 2 pc Super Plot (140x60) \$350.00/ea
 - 11x17 Reduction \$7.79/ea
 - Custom (Glossy 106x36) \$185.50/ea
7. Direct non-salary expense Cost Plus 15%
8. Sub-Contractor markup Cost Plus 15%



**Attachment A
BACKGROUND REPORT TO THE CONTRACT**

City of Jackson Water Plant Asset Management Development Task

July 2021

Background:

The City of Jackson water system and water treatment plants make up one of the single largest assets the City owns and must be managed to leverage its capabilities and maximize the use and economic benefit for the rate payers. The City has made significant improvements to its water treatment plants over the past few years. More specifically, the City replaced major sluice gate valves, replaced the sludge handling centrifuges, replaced the raw water traveling screens, chemical storage silo improvements, and installed a new soda ash chemical treatment system at one of the water treatment plants. There are several other improvements currently in construction as well as other improvements being planned over the next five (5) years. Two critical elements to effectively managing the system as an asset are an accurate system map to locate and characterize all of the system components (pipes, valves, hydrants, pumps, tanks, etc.) and developing and maintaining a computerized asset management database system. Due to staffing shortages at the water treatment plants in personnel with experience in high level asset management, the City has a need for a qualified consultant to assist in the development of the asset management program.

Proposed Solution:

Cornerstone Engineering proposes to assist the City of Jackson by developing an asset management system that will seek to inventory and incorporate every major component in the City's water treatment plants from pipes and valves to pumps and building infrastructure. Notably, Cornerstone Engineering has been working alongside the water treatment plant staff over the past three (3) years to train new water operators and help understand and troubleshoot the system. Additionally, Cornerstone Engineering has a qualified staff of engineers that has recently participated in asset management training with the City staff and CityWorks software trainer GIS, Inc. Our staff of engineers is uniquely qualified to assist the City of Jackson with the asset management project due to our keen familiarity with the City's assets and the many years of water treatment plant experience of our team members.

Our team of technical staff consists of environmental engineers, water resources engineers, computer programmers, GIS specialists, and engineering technicians with over 100 years of combined experience. Our key team members will include, but are not limited to, the following personnel of our firm:

1. **Mauricka McKenzie, P.E., Board Certified Environmental Engineer (BCEE) with Cornerstone Engineering will serve as the Project Coordinator and Project Manager. He will serve the team by providing and coordinating staff resources, organizing the data collection work for the successful completion of the project.**
2. **Chris Rosales, P.E. with Cornerstone Engineering will serve as the Project Engineer and Client contact. He will be responsible for planning the work and inputting data into the CityWorks Asset Management system.**
3. **Keith Allen, P.E., Dr. Wayne Hodo, E.I., Cynthia Hill, Fred Snow, Rajesh Labh and Ivory Jones with Cornerstone Engineering will serve as assistants to the Project Manager to gather, organize and update schematics and to organize operating and maintenance information for the benefit of the City staff.**
4. **Bernard Williams and Claude McCants with Micro Tech Systems, Inc. will serve as a subconsultant and will assist Cornerstone Engineering with data analytics and quality control reviews.**

Staff Member Qualifications:

Cornerstone Engineering staff is qualified for this project due to our experience with asset management. Our project manager Chris Rosales, P.E. has over 10 years of professional experience and is a former water plant engineer for the City of Houston, and he assisted the City of Houston with data analytics and asset management program development and implementation. Dr. Wayne Hodo has over 22 years of asset management experience. Keith Allen, P.E. has over 40 years of professional experience with water systems. Mauricka McKenzie, P.E. has over 22 years of professional experience as an engineer and project manager and he has designed several water treatment plants and elevated water storage tanks. Cynthia Hill is a former water operator and manager of the Jackson water plants and has over 20 years experience. Fred Snow is the former public works director for the City of Newton and is a certified water operator with over 20 years of experience. Our team is uniquely qualified to complete the asset management project.

Project Execution:

A thorough review of the City's current asset management systems will be conducted to produce a detailed recommendation for necessary improvements to make the City's public works department more effective and responsive to the administration and the citizens of the City of Jackson. Cornerstone Engineering will work closely with the City's public works and GIS departments to review, as well inventory and analyze the various key components of the City's water treatment plants. The project does not include reviewing the assets in the water distribution system such as the well pumps and chlorination equipment associated with the well system, booster stations, elevated water storage tanks in the distribution and the water distribution system in general.

Deliverables/Products:

A detailed Water Treatment Plant Asset Management Database Report will be developed to summarize the findings of the review and deliver recommendations on the most economical path for ongoing maintenance considerations to ensure the security and functionality of the asset management system.

AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN
THE CITY OF JACKSON, MISSISSIPPI
AND
CORNERSTONE ENGINEERING, LLC
FOR
OB CURTIS AND JH FEWELL WATER TREATMENT PLANTS
GENERAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made on the 19th day of Oct, 2020, by and between the CITY OF JACKSON, MISSISSIPPI, a Mississippi municipal corporation (hereinafter called the "OWNER"), and CORNERSTONE ENGINEERING, LLC having its principal place of business at 710 E. Northside Drive, Suite A, Clinton, MS 39056 (hereinafter called the "ENGINEER").

WHEREAS, the OWNER has decided to retain professional engineering services for providing technical assistance and operator training related to the operation and maintenance plan development for the OB Curtis and JH Fewell Water Treatment Plants (WTPs); and

WHEREAS, the ENGINEER intends to assist the OWNER with various tasks which shall include the following: (1) to provide advice, technical assistance and general consulting as it relates to providing assistance in developing responses to Compliance Orders of the Mississippi Department of Health (MSDH) and US Environmental Protection Agency (EPA), (2) review Water Quality Parameter (WQP) program and data and provide advice as it relates to satisfying the requirements of the Lead and Copper Rule and, (3) to assist with developing a Lead Service Line Replacement Plan document as it relates to satisfying the requirements of the Lead and Copper Rule, (4) to assess, evaluate, document and report the existing condition of every major equipment or component of the drinking water treatment process at the OB Curtis WTP and the JH Fewell WTP, (5) to develop a 10-year Strategic Capital Maintenance Plan as it relates to planning and budgeting for future water plant infrastructure improvements, and (6) to develop and provide training for the water operators and maintenance staff at both water plants, which includes updating the 2013 OB Curtis WTP Operations Standard Operating Procedure Manual. The professional services provided herein are intended to assist the city with complying with MSDH requirements for operating and maintaining the City of Jackson WTPs, and to assist with planning efforts for long term sustainability of the water plants, which is described in more detail in Exhibit A, Project Description, and

WHEREAS, the ENGINEER is willing to render such professional engineering services under a two (2) year agreement in accordance with Exhibit B for the consideration and upon the terms hereinafter stated; and may be renewed at the discretion of the OWNER, and

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

SECTION 1 - FACILITIES TO BE CONSTRUCTED

- A. The work to be performed under this Agreement consists of providing professional engineering services for technical assistance, general consulting and water operator training as requested by the Owner.

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

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

SECTION 2 - BASIC ENGINEERING AND TECHNICAL SERVICES

- A. The ENGINEER shall provide professional engineering services for technical assistance, general consulting and water operator training for the **OB Curtis and JH Fewell Water Treatment Plants**.
- B. By executing this Agreement, the OWNER authorizes the ENGINEER to proceed with the professional engineering services for the improvements listed in Exhibit A in accordance with the Scope of Services described in Exhibit B. The OWNER shall compensate the ENGINEER for these services in accordance with the provisions of Exhibit C of this Agreement. The ENGINEER agrees to perform the work in accordance with the time schedule in Exhibit D.

SECTION 3 - ADDITIONAL SERVICES BY ENGINEER

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

SECTION 4 - SERVICES TO BE PROVIDED BY THE OWNER

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

- A. Provide criteria and information as to the OWNER's professional engineering requirements for the work to be performed under this Agreement including task objectives and constraints, space, capacity and performance requirements, flexibility and any budgetary limitations; and furnish copies of task or conceptual design, planning services standards which the OWNER may require.

- B. Assist the ENGINEER by placing at his disposal available information pertinent to the work including previous reports and other data relative to professional engineering requirements relating to technical assistance, general consulting and water operator training at the WTPs.
- C. Furnish to the ENGINEER, as required for performance of the ENGINEER's services, the results of laboratory tests, inspections, exploration studies, or other special data not covered in Exhibit B, "Scope of Engineering Design Phase Services".
- D. Arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services included under this Agreement.
- E. Examine studies, reports, sketches, design drawings, specifications, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto, within a reasonable time; so as not to delay the services of the ENGINEER included under this Agreement.
- F. Designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this Agreement.
- G. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of developments that affect the scope or timing of the ENGINEER's services.

SECTION 5 - TIME SCHEDULE

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

SECTION 6 - INSURANCE

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

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

SECTION 7 - PAYMENT FOR SERVICES

- A. Methods of Payment for Services and Expenses of ENGINEER. The OWNER shall pay the ENGINEER for services rendered under this Agreement in accordance with the provisions of Exhibit C, "Compensation for Professional Services".
- B. Notice to Proceed. The Engineer and the Owner agree that the work covered by this project shall consist of four phases. Upon the completion of a phase, the Engineer shall provide the Owner written notice of the completion and shall await receipt of a written notice to proceed prior to commencing work on the next phase.
- C. Termination. This Agreement may be terminated in whole or in part at any time at the discretion of the OWNER by giving the ENGINEER written notice by registered or certified mail at least ten (10) days in advance of the termination date. In the event the Agreement is terminated, the ENGINEER shall be compensated for approved costs incurred to the date of termination. The OWNER shall have no exposure or liability to the ENGINEER beyond the date of termination. All work completed by the ENGINEER as of the date of termination will be delivered to the OWNER within ten (10) working days after termination.

SECTION 8 - PERSONNEL AND FACILITIES

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

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

SECTION 9 – AUTHORIZED REPRESENTATIVES

Charles Williams, Jr., P.E., PhD is the authorized representative of the OWNER.

Mauricka McKenzie, Sr., P.E. is authorized to receive direction from the OWNER and to act on behalf of the ENGINEER for this Project. The name and registration number of the professional engineer who will bear the primary responsibility for the engineering work pertaining to this agreement is Mauricka McKenzie, Sr., P.E., MS Registration No. 16157.

SECTION 10 - ACCOUNTING SYSTEMS

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

Additionally, the Mississippi State Department of Health (MSDH) and its representatives shall have access to and the right to audit, inspect, copy and examine books, financial records and other documents relating directly to the receipt and disbursement of funds.

SECTION 11 - CHANGES TO AGREEMENT

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

SECTION 12 - FEDERAL GRANTS

They services will be paid for by internal funding of the City of Jackson and may be supplemented by available funds through the Assistance for Small and Disadvantaged Communities Drinking Water Grant program of the US EPA as administered by MSDH. In the event any federal grants or funding may become available, the ENGINEER agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - CONSTRUCTION COST AND OPINIONS OF COST

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

SECTION 14—CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION

- A. ENGINEER acknowledges that he and his employees will comply with the most recently adopted edition of the Standards of Professional Conduct of the American Society of Civil Engineers. In addition to adhering to the Standards of Professional Conduct, ENGINEER agrees to the following terms in the conduct of its business relationship with OWNER:
- 1) ENGINEER shall not undertake to provide engineering services to a client other than OWNER if the relationship with the other client will be directly adverse to the interests of OWNER, unless ENGINEER first consults with and receives the written authorization of OWNER.
 - 2) ENGINEER shall not share or otherwise make use of any information relating to the engineering services provided to OWNER or any information obtained through its relationship with OWNER without the first obtaining the authorization of OWNER. It is the intention of the OWNER that this obligation is ongoing and continues in effect following completion of the project.
- B. In the event that ENGINEER fails in any of its obligations under Section A. of this section, OWNER may take one or more of the following actions to protect its interests:
- 1) Suspend the performance of the agreement until ENGINEER provides assurances that it intends to adhere to the said Standards of Professional Conduct;
 - 2) Terminate this Agreement upon giving three days written notice of ENGINEER'S failure to adhere to the terms of Section A of this section;
 - 3) Debar ENGINEER from future work for OWNER for a period of not less than 6 months. ENGINEER shall not circumvent debarment by performing such future work as a subconsultant for another ENGINEER.
 - 4) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.
- C. ENGINEER shall include in every subcontract identical language to this Section 14 and ENGINEER shall be responsible, enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject ENGINEER to the remedies available to OWNER for ENGINEER's failure to adhere to the requirements of this Section.

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

- A. The ENGINEER agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth within this Agreement, and shall take the following actions as part of its good faith efforts:
1. Notification to MBEs and FBEs that the ENGINEER has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.
 2. Maintenance by the ENGINEER of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.
 3. Dissemination of the ENGINEER’s EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news and electronic media and by notifying and discussing it with all subcontractors and suppliers.
 4. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE contractor organizations, MBE and FBE assistance organizations.
 5. Subdivision of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.
 6. Increasing, where possible, the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.
 7. Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids or Request for Proposals obligations under this agreement, as approved by the Equal Business Opportunity Officer.
 8. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the 10th day of each month following the award of the work set forth in this agreement.
- B. The ENGINEER further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:
1. Withholding from the violating ENGINEER ten percent (10%) of all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;

2. Withholding from the violating ENGINEER all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;
3. Rejection of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the ENGINEER demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;
4. The submission of a recommendation to the governing authorities that the ENGINEER'S Agreement with the City of Jackson be terminated.

SECTION 16 - ACCEPTANCE

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

CITY OF JACKSON, MISSISSIPPI



Chokwe Antar Lumumba, Esq. *r-c*
Mayor

ATTEST:



City Clerk

CORNERSTONE ENGINEERING, LLC



Mauricka McKenzie, Sr., P.E.
President and Principal Engineer

ATTEST:



Office Manager

EXHIBIT A

THE CITY OF JACKSON, MISSISSIPPI

**OB CURTIS AND JH FEWELL WATER TREATMENT PLANTS
GENERAL ENGINEERING SERVICES**

SCOPE OF WORK

The work included in the scope of this Agreement consists of providing professional engineering and technical services for the OB Curtis and JH Fewell Water Treatment Plants General Engineering Services more specifically described as follows:

The ENGINEER intends

- (1) to provide advice, technical assistance and general consulting as it relates to providing assistance in developing responses to Compliance Orders of the Mississippi Department of Health (MSDH) and US Environmental Protection Agency (EPA),
- (2) review Water Quality Parameter (WQP) program and data and provide advice as it relates to satisfying the requirements of the Lead and Copper Rule and,
- (3) to assist with developing a Lead Service Line Replacement Plan document as it relates to satisfying the requirements of the Lead and Copper Rule,
- (4) to assess, evaluate, document, and report the existing condition of every major equipment or component of the drinking water treatment process at the OB Curtis WTP and the JH Fewell WTP,
- (5) to develop a 10-year Strategic Capital Maintenance Plan as it relates to planning and budgeting for future water plant infrastructure improvements, and
- (6) to develop and provide training for the water operators and maintenance staff at both water plants, which includes updating the 2013 OB Curtis WTP Operations Standard Operating Procedure Manual.

The professional services provided herein are intended to assist the city with complying with MSDH requirements for operating and maintaining the City of Jackson WTPs, and to assist with planning efforts for long term sustainability of the water plants

The Scope of Engineering Services is enumerated in Exhibit B.

EXHIBIT B

THE CITY OF JACKSON, MISSISSIPPI

OB CURTIS AND JH FEWELL WATER TREATMENT PLANTS GENERAL SERVICES AGREEMENT

SCOPE OF SERVICES

1.0 TECHNICAL ASSISTANCE AND TRAINING PLANS

1.1 Prepare conceptual plans and documents. Tasks include:

1.1.1 Providing Technical Assistance as needed for work related to the WTPs.

1.1.2 Preparing Strategic Capital Maintenance Plan.

1.1.3 Preparing water operator training materials.

1.1.4 Preparing budgetary construction cost estimates.

1.1.5 Submitting three (3) sets of the above final documents to the OWNER for review and approval.

1.1.6 The various tasks related to this project as described in paragraph 1.1.1 above may begin through Task Orders issued by the authorized representative of the City of Jackson and/or Public Works Department.

1.1 STATE AND FEDERAL REGULATIONS

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

EXHIBIT C

THE CITY OF JACKSON, MISSISSIPPI

**OB CURTIS AND JH FEWELL WATER TREATMENT
PLANT GENERAL SERVICES AGREEMENT**

COMPENSATION FOR PROFESSIONAL SERVICES

SECTION 1 - BASIS OF COMPENSATION

- 1.1 Compensation as provided herein shall only be for services rendered in conjunction with the approved initial Project as listed in Exhibit A. The Scope for these services is specified in Exhibit B. All services not specified in Exhibit B shall be considered as additional costs. We will get prior approval from the OWNER before proceeding with any additional costs beyond that described in this agreement. The following conditions shall apply to services performed under this Agreement:
- 1.2 OWNER shall pay ENGINEER for additional services not outlined in this Agreement only when these additional services are authorized in writing by the OWNER, after approval by the governing authorities, and after a written amendment to the Agreement has been executed by both parties.
- 1.3 In consideration for providing all professional engineering services as set forth in Exhibit B of this Agreement, the OWNER shall reimburse the ENGINEER for all allowable and allocable costs. The ENGINEER shall bill the OWNER hourly according to his 2020 Standard Rate Schedule which is included as Attachment A. The ENGINEER's hourly, not to exceed fee is as follows:

NOT TO EXCEED FEE: \$250,000
- 1.4 Payment to Engineer
 - 1.4.1 The ENGINEER shall submit invoices monthly by the tenth of each month for services rendered the preceding month and for eligible reimbursable expenses incurred. The amount of each invoice will be based upon the percentage of work completed.
- 1.5 The OWNER shall make payments within 45 days after receipt and approval of the ENGINEER's invoices.

SECTION 2 - CHANGES

The ENGINEER and OWNER acknowledge that the fees contained in Paragraph 1.3 above have been negotiated and established predicated upon the projected completion

dates (Exhibit D). For additional services, or if the scope of services are changed at the OWNER's written direction and through no fault of the ENGINEER, or in the event that performance of the services under this Agreement is delayed for reasons beyond the control of the ENGINEER, and such delay causes an increase in the ENGINEER's costs, additional satisfactory compensation may be agreed upon between the OWNER and the ENGINEER. Delays caused by failure of the ENGINEER to perform the services delineated in this contract in accordance with the schedules set forth in Exhibit D, may result in the termination of the contract by the OWNER.

SECTION 3 - PAYMENT FOR ADDITIONAL SERVICES

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

SECTION 4 - PAYMENT TO ENGINEER'S CONSULTANTS

The ENGINEER may select consultant(s) to provide special services during course of this agreement. The consultant(s) will be subject to the approval of the OWNER. The ENGINEER shall pay all special consultant fees as part of the design cost.

Fee Schedule

Cornerstone Engineering, LLC
2020 SCHEDULE OF FEES-ATTACHMENT A

1.1 Professional Fees

1.2 Personnel

Engineer

Principal Engineer.....\$175.00/hr.
Senior Engineer.....\$150.00/hr.
Project Engineer \$110.00/hr.
Engineering Associate I \$75.00/hr.

Designer / Drafter

Senior Designer Level I\$105.00/hr.
Designer Level I \$65.00/hr.

RPR/Technician (Soils, Concrete or Environmental)

Senior Technician\$75.00/hr.
Level II Technician\$70.00/hr.
Level I Technician\$50.00/hr.

Project Manager

Senior Project Manager (code 112)\$110.00/hr.
Project Manager (code 162)\$90.00/hr.

Consultant (Roofing, Safety, etc.)

Project Consultant (code 309)\$80.00/hr.

Administrative

Office Manager\$60.00
Office Assistant\$45.00

Fee Schedule

Cornerstone Engineering, LLC
2020 SCHEDULE OF FEES-ATTACHMENT A

1.3 Other Expenses

1. Automotive mileage \$0.58/mile
2. 4-Wheel Drive \$0.85/mile
Mileage charges apply only to projects more than 20 miles from office.
3. Per Diem (Meals and Lodging) \$100.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
4. Photographs (reproduced within report or at client's request) (code A005) \$ 2.60/ea
5. Color Photocopies \$3.15/ea
6. Large Drawing Plots
Monochrome Linework on bond --- \$1/Sq. Ft.
 - Size D \$5.19/ea
 - Size E \$10.39/ea
 - Long Plot (140x32) \$31.11/ea
 - 11x17 Reduction \$1.30/ea
 - Custom (Glossy 40x28) \$38.89/eaColor Image on plain bond ... \$6/Sq. Ft.
 - Size D \$31.17/ea
 - Size E \$62.33/ea
 - Long Plot (140x32) \$186.67/ea
 - 2 pc Super Plot (140x60) \$350.00/ea
 - 11x17 Reduction \$7.79/ea
 - Custom (Glossy 106x36) \$185.50/ea
7. Direct non-salary expense Cost Plus 15%
8. Sub-Contractor markup Cost Plus 15%

EXHIBIT D

THE CITY OF JACKSON, MISSISSIPPI

**OB CURTIS WATER AND JH FEWELL WATER
TREATMENT PLANT GENERAL ENGINEERING SERVICES
AGREEMENT**

SCHEDULE OF WORK

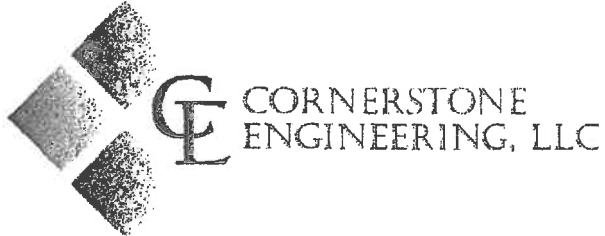
SECTION 1 - PERIOD OF SERVICE

1.1 Following is the proposed Schedule of Work as outlined under this agreement:

<u>Task</u>	<u>Cumulative Time (Calendar Days)</u>
Planning and Technical Assistance	<u>730 days</u>

Professional Services will begin when Owner authorizes the Engineer to begin the planning work, technical assistance, and operator training work. The planning and consulting services will continue through the Engineer assisting the OWNER as needed.

This Professional Services Agreement may be renewed at the end of the term.



City of Jackson
Attn: Michael Davis, EBO Program Officer
200 South President Street
Warren Hood Building
Jackson, MS 39201

June 7, 2020

REFERENCE: WAIVER STATEMENT FOR EQUAL BUSINESS OPPORTUNITY (EBO)
2020 OB CURTIS AND JH FEWELL WATER TREATMENT PLANT
GENERAL ENGINEERING SERVICES AGREEMENT
JACKSON, MS

Dear EBO Program Officer:

Cornerstone Engineering, LLC is requesting a waiver on the EBO participation goals required in the plan. Our firm is a small minority owned business certified by the City of Jackson, Mississippi Development Authority (MDA), and the Jackson Municipal Airport Authority (JMAA). The reason we are requesting a waiver is because the work on the above referenced project will be performed primarily by Cornerstone Engineering, without the need for additional services by other companies.

Let us know if you have any other questions.

Sincerely,

CORNERSTONE ENGINEERING, LLC

A handwritten signature in black ink, appearing to read 'Mauricka McKenzie, Sr.', written over a horizontal line.

Mauricka McKenzie, Sr., P.E.
President and Principal Engineer

Enclosures

Cc: Charles Williams, P.E., PhD, Engineering Manager



CITY OF JACKSON, MISSISSIPPI

**Chokwe Antar Lumumba
Mayor**

**EQUAL BUSINESS OPPORTUNITY (EBO)
PLAN APPLICATION**

**Department of Planning and Development
Office of Economic Development**



CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY ORDINANCE

LEGAL NOTICE

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) Plan Application with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Ordinance. Failure to comply with the City's ordinance shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Ordinance, EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(EBO FORM 7-1-13)

EQUAL BUSINESS OPPORTUNITY SPECIAL NOTICE TO BIDDERS

POLICY

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with city funds.

DEFINITIONS

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, as defined in section 127-4 (7), and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2 and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.
- (5) "Female Business Enterprise (FBE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females, and certified as such by the Division of Business Development.

OBLIGATION

The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Ordinance, to conduct an investigation to determine the reasons for the underutilization.

GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Ordinance of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See Subcontractor/Supplier Participation guidelines below.)

The Equal Business Opportunity participation goals are as follows:

PROCUREMENT CATEGORY	Asian (ABE)	African- American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan Application.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1638.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

A. Subcontractor Participation

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
 - (a) the amount of work subcontracted;
 - (b) the type of prime contract;
 - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
 - (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
 - (e) whether the business purchases goods and/or services from a non-minority/women's business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of minority/women's business enterprise utilization goals.
 - (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. Suppliers Participation

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or

in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers' representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

C. Joint Ventures and Mentor-Protégé Programs

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$10,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding ten million dollars (\$10,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
 - (a) The initial capital investment of each venture partner;
 - (b) The proportional allocation of profits and losses to each venture partner;
 - (c) The sharing of the right to control the ownership and management of the joint venture;
 - (d) Actual participation of the venture partners in the performance of the contract;
 - (e) The method of and responsibility for accounting;
 - (f) The methods by which disputes are resolved; and
 - (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section 127-13(1) of the City of Jackson's Equal Opportunity Ordinance, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Replacement

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. (*See EBO Plan Application*)

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN
APPLICATION

I. Company Name: Cornerstone Engineering, LLC

II. Address: 710 Northside Drive, Suite A

City: Clinton State: MS ZIP Code: 39056

Telephone: (601) 473-2403

E-mail: mmckenzie@cornerstoneengllc.com

III. Bid Name and Number: OB Curtis and JH Fewell Water Treatment Plants General Services Agreement

IV. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS:

If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 127-13-1(B) of the EBO Ordinance.

IV. Total Bid Amount: \$250,000

V. WAIVER REQUESTED

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

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

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

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

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

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

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

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services		100%			
Construction		N/A			
Goods & Non-Professional Services		N/A			

VII. REPLACEMENT OF MBE/FBE

If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO' Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section 127-19 of the EBO Ordinance.

VIII. CERTIFICATION

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



Authorized Signature and Title

6/15/2020

Date

PRINT "AUTHORIZED" NAME HERE: Mauricka McKenzie

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

Company Name: Cornerstone Engineering, LLC

Type Trade/Business: Water Resources Engineering

Address: 710 Northside Drive, Suite A

City, State, ZIP: Clinton, Mississippi 39056

Contact Person: Mauricka McKenzie, Sr., P.E.

Telephone Number: (601) 473-2403

Type Minority Business (MBE/FBE):

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

Type Minority Business (MBE/FBE) Involvement:

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: Engineering Services

Scope of Work to be Performed: Technical Assistance on EPA and MSDH Compliance Orders, developing Lead Service Line Replacement Plan, Developing Strategic Capital Maintenance Plan for both water plants, water operator training and training materials updating

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

Percentage of MBE and/or FBE Participation: 100%



**CORNERSTONE
ENGINEERING, LLC**
The Cornerstone of Your Success

July 21, 2021

City of Jackson
Attn: Charles Williams, P.E., PhD
200 South President Street
P.O. Box 17
Jackson, MS 39205

**RE: OB CURTIS AND JH FEWELL WATER TREATMENT PLANT GENERAL ENGINEERING SERVICES PROJECT
OWNER-ENGINEER AGREEMENT-SUPPLEMENTAL AGREEMENT #1**

Dr. Williams:

Enclosed is our professional services supplemental agreement #1 for the above referenced project. This agreement will coincide with original scope of work as identified in the contract dated October 19, 2020. The professional services will assist the City staff with certain tasks and reporting as required to comply with the recently signed US EPA 2021 Administrative Compliance Order on Consent as it relates to the City of Jackson.

If you need any more information, please let me know.

Sincerely,

Mauricka McKenzie, Sr., P.E.

Enclosures: Contract

Cc: file

**ORDER AUTHORIZING TASK ORDER 3A OF A PROFESSIONAL
GENERAL ENGINEERING SERVICES AGREEMENT WITH BURNS &
McDONNELL ENGINEERING COMPANY, INC. FOR CONSENT
DECREE MODIFICATION SUPPORT AND ASSOCIATED SERVICES**

OFFICE OF THE CITY ATTORNEY
10/25/22

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, the City of Jackson recently approved Task Order 2A, which provided limited support services through a portion of Fiscal Year 2022; and

WHEREAS, the City of Jackson is continuing negotiations for a modification of the existing Clean Water Act Consent Decree, such that the services of Burns & McDonnell continue to be needed and the first one-year option of the Agreement should be exercised; and

WHEREAS, due to the ongoing negotiations with the U.S.E.P.A. and the United States Department of Justice, the Department of Public Works recommends limiting the term of the Fiscal Year 2023 to a term of six (6) months, initially; and

WHEREAS, the Department of Public Works recommends the City of Jackson authorize Task Order 3A with Burns & McDonnell in an amount not to exceed \$187,500 for consent decree modification support and associated services for the City's Clean Water Act Consent Decree.

IT IS, THEREFORE, ORDERED that Task Order 3A with Burns & McDonnell Engineering Company, Inc. in an amount not to exceed \$187,500.00, which is intended to provide funding for services to be provided during Fiscal Year 2023 for the period of October 1, 2022 through March 31, 2023 or until such time as the amount allotted for this Task Order 3A by this Order is expended, is authorized.

**Agenda Item No. 31
October 25, 2022
(Hillman, Lumumba)**

IT IS FURTHER ORDER that the first one-year extension option under the Agreement is hereby exercised.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 966-3700
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
10/21/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING TASK ORDER 3A OF A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH BURNS & McDONNELL ENGINEERING COMPANY, INC. FOR CONSENT DECREE MODIFICATION SUPPORT AND ASSOCIATED SERVICES** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel*

10/21/22

DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
October 20, 2022

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING TASK ORDER 3A OF A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH BURNS & McDONNELL ENGINEERING COMPANY, INC. FOR CONSENT DECREE MODIFICATION SUPPORT AND ASSOCIATED SERVICES																																													
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	\$187,500 for Task Order 3A																																													
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	___
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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: October 20, 2022

Attached you will find an agenda item to authorize Task Order 3A 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 provided payment for services not to exceed \$75,000.00 for services Burns & McDonnell provided after the middle of January 2022.

Task Order 3A would authorize the rendering of services under the Agreement and payment of compensation not to exceed \$187,500 for the period of October 1, 2022 through March 31, 2023.

It is the recommendation of this office that Task Order 3A with Burns & McDonnell be authorized. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

This is Appendix 1 to EXHIBIT A, consisting of 8 pages, referred to in and part of the Agreement Between Owner and Consultant dated October 1, 2020.

Task Order No. 3

In accordance with paragraph 1.01 of Agreement Between Owner and Consultant dated October 1, 2020 ("Agreement"), Owner and Consultant agree as follows:

1. SPECIFIC PROJECT DATA

A. Title: Consultant's Scope of Services for City of Jackson Municipal Consent Decree Program in FY2023

B. Description: Limited Consent Decree Program Consulting Services to assist the City plan, manage and implement its Consent Decree Program for a 12-month period of FY2023 from October 1, 2022 ending September 30, 2023.

2. GENERAL

This Task Order is for limited Consent Decree program services by the Consultant during FY2023. The Owner acknowledges that it is currently not in compliance with the requirements of its Consent Decree with the United States Environmental Protection Agency due to inadequate financial and staffing resources, inadequate management systems, competing capital needs, and overall program affordability issues. The Owner is subject to stipulated penalties for failure to comply with Consent Decree requirements. The Owner acknowledges that it is solely responsible for all stipulated penalties assessed for noncompliance and are due to no fault of the Consultant. Owner acknowledges that Consultant will provide the limited Basic Scope of Services described below without expectation that Consent Decree compliance will be achieved as a result thereof.

3. BASIC SCOPE OF SERVICES PROVIDED BY CONSULTANT

These Scope of Services are based on the First Amended Consent Decree prepared and submitted by the City to EPA on November 1, 2021 that has not yet officially been approved by EPA. Therefore, if changes are made to the First Amended Consent Decree through negotiations with EPA, the City and Consultant acknowledge that Consultant will request appropriate changes in this Scope of Services and associated fee to accommodate the revised Consent Decree Modification negotiated by the City. The following limited and specific Consent Decree Services as identified in this Appendix 1 to Exhibit A are to be provided by Consultant under this Task Order.

Consultant will provide limited Consent Decree Program services consistent with Task 3.0 of the Scope of Services and perform only the specific tasks defined in this Appendix 1. Consultant will assist the City in performing financial planning, Consent Decree modification negotiations with EPA/DOJ and MDEQ, and development of a draft integrated planning framework to guide the preparation of a detailed integrated plan used to prioritize the City's wastewater and water utility investments. Below are specific tasks to be performed by Consultant.

3.1 Project Management

Consultant will provide project management services consistent with Task 3.1 of the Scope of Services, including:

- a) Performance and monitoring of the Consultant's Scope of Services defined in this Task Order to meet contract requirements.
- b) Review and monitoring of the Consultant's budget utilization for this Task Order.
- c) Assist the City with the development of Consent Decree modification strategies and negotiation assistance between the City and its outside Legal Counsel, and EPA, USDOJ and MDEQ.
- d) Continue to assist the City in responding to City Council's request for information regarding the status of the Consent Decree Modification, including, but not limited to, Consent Decree negotiations, long-term financial plan, development and evaluation of utility user rate scenarios and affordability of both the wastewater Consent Decree Program and water Administrative Order of Consent (AOC) based on being funded by utility user rates.
- e) Prepare a monthly invoice for services performed and a progress report documenting the completion of the work progress for specific activities defined in the Basic Scope of Services of this Task Order.

3.2 Consultant Progress Meetings

Consultant will conduct bi-weekly and/or monthly progress meetings as needed with the Chief Administrative Officer, City Engineer, and Public Works Department staff to review progress of on-going Consent Decree Modification negotiations, long-term and short-term financial models, user rate development and affordability issues. Up to twelve (12) consultant progress meetings will be conducted via conference calls and virtual meetings under this Task Order.

3.3 Regulatory Program Progress Meetings

Consultant will conduct bi-weekly and/or monthly regulatory program progress conference calls or virtual meetings with the City, EPA and MDEQ as requested to discuss the City's efforts to achieve compliance with the Consent Decree. Consultant will conduct pre-call meetings with City staff and outside Legal Counsel prior to each Regulatory Meeting.

3.4 Strategic Financial Planning Services

Consultant will continue to assist the City with strategic financial planning for its wastewater utility by periodically updating the long-term financial model as described in Task 3.5 to support the City's pursuit of a Consent Decree modification and the City's implementation of its Financing and Cost Analysis Program. Priorities for strategic financial planning under this Task Order include the following key objectives: (1) Continue to provide on-going support for both short-term and long-term strategic financial planning models for water and sewer utilities, (2) Continue to assist City in the development of programmed rate increase scenarios for both the water and sewer utilities, and (3) assist the City with developing responses to questions asked by regulatory agencies regarding the inputs and results of the long-term strategic financial planning model for the programmed rate increase scenario(s) submitted by the City.

These strategic financial planning services will include development of rate increases to assist the City in its ability to achieve future Consent Decree compliance. Because of the lack of reliable background financial data due to the billings and collections problems, completing a traditional rate increase by means of a cost-of-service study is not possible at this time. To accomplish the development of rate increases initially and in the early years of the proposed consent decree modification, a slightly different approach will be taken that will focus on obtaining the most reliable and readily attainable financial data the City can provide and evaluate affordability alternatives to provide for the best approach and outcome for the City and its residents.

3.5 Update Long-Term Cash Flow Model

Consultant will provide ongoing support for minor model changes to respond to regulator's questions, building off the November 2021 submitted model. A model update is anticipated to come later in 2022 or early 2023 based on when significant changes have occurred in City's revenues, collection, or debt status. The November 2021 model included financial plans for both water and sewer utilities, forecasting cash revenues and expenditures and taking into consideration needed capital improvements and debt issuance requirements necessary to fund them. Key outputs of these models include cash-based cashflows for each enterprise fund. Among other variables, outputs include capital funding strategy, debt service coverage, reserve balance projections, and the residential burden as a percent of household income for the sewer and water utilities.

3.6 Periodic Updating of Short-Term Cash Flow Model

This model forecasts monthly cash flows by fund for the water and sewer utilities with an outlook through the end of the current Fiscal Year with the primary purpose of liquidity management. The model accommodates the entry of actual utility financial results as they occur and will archive monthly results. The model also compares the prior monthly forecast to actual results, to provide an indication of forecast accuracy and improve the ability to accurately forecast cash flows over time. Anticipated activities to be completed under this subtask include:

- a) Periodically update the model using actual utility financial results as they become available and

are provided by the City, and revise forecasts accordingly. Review results with City staff as needed through conference calls and in person meetings as requested by the City.

- b) Periodically refine model based on feedback from these conference calls and submit updated model to the City as requested.
- c) Support periodic forecast development and reconciliation to actuals through the end of this Task Order.

3.7 Consent Decree Program Coordination

Consultant will provide documents, reports, information, and assistance to the City's local Program Management Team as requested by City to further their understanding and obtain their input regarding the proposed Consent Decree modification and implementation approach. Coordinate Consultant's reporting of Consent Decree modification negotiation activities and the implementation of Consent Decree program management activities by local program management team to regulatory agencies. Upon request, assist City administration officials prepare for and present to City Council the key elements of the City's proposed Consent Decree modification.

3.8 Consent Decree Modification Technical Assistance

Consultant will assist the City and its outside legal counsel with developing strategies to seek modification of the City's existing Consent Decree and provide technical assistance. Consideration will be given to, but not limited to, reducing the scope of obligations defined in the Consent Decree to prioritize reduction of both dry-weather separate sewer overflows and wet-weather overflows in the same vicinity, eliminating current obligation to implement nutrient removal at the Savanna WWTP, justification of a longer Consent Decree implementation period utilizing a phased implementation approach and submittal of a Priority Areas Sewer Assessment and Rehabilitation Program to fulfill all compliance obligations, prioritizing and streamlining CMOM program implementation requirements, and reducing the extent of Consent Decree reporting required.

In the First Amended Consent Decree submitted by City to EPA on November 1, 2021, the City proposes to right-size its CMOM programs to focus its limited resources on those programs where the City can gain the greatest environmental and human health benefits based on the financial resources available to the City. The City is requesting a schedule extension to fully implement certain priority MOM programs and to defer the remainder of the CMOM programs. Some, but not all, elements of the priority MOM programs listed below are being implemented right now by the City, but additional time is needed to complete their full implementation. In comparison, little or no work has been completed by the City to implement the other MOM programs listed below. The City has not committed resources to these other programs because of a lack of financial and staff resources, and the possibility that capacity-driven MOM programs are not an appropriate financial commitment considering the shrinking customer base and lack of economic development in the City, along with the departure of WRUA as a satellite customer.

a) Priority Management, Operations and Maintenance Programs

Under the proposed First Amended Consent Decree, the City is seeking a schedule extension to fully implement the priority MOM programs listed below. Although most of these programs are partially implemented, final dates of implementation will be proposed by City based on the City's approved and final long-term financial plan and a consensus among the City, EPA and MDEQ on funding available to the City. Consultant will assist City in seeking a modification of current Consent Decree requirements for the following priority MOM programs:

- i. Sewer Overflow Response Program
- ii. Inter-Jurisdictional Agreement Program
- iii. Pump Station Operations Program
- iv. Fats, Oil and Grease (FOG) Program
- v. Pump Station Preventive Maintenance Program
- vi. Training Program
- vii. Gravity Line Preventive Maintenance Program
- viii. WWTP Operation and Maintenance Program
- ix. Financial and Cost Analysis

b) Other MOM Programs

Under the proposed First Amended Consent Decree, the City is seeking to defer the following CMOM programs to a later date or eliminate them from the CMOM programs required by Consent Decree to focus the City's limited resources on full implementation of the priority MOM programs listed above:

- i. Capacity Assurance Program
- ii. Private Lateral Program
- iii. Water Quality Monitoring Program

3.9 Integrated Planning Framework

Consultant will assist the City with developing a draft integrated planning framework to be used to guide the preparation of a detailed integrated plan that prioritizes the City's investment in wastewater and water utility capital improvements in a manner that addresses the most pressing needs of the City's water and wastewater systems first. The draft framework will consider the balancing of resource demands and schedules under both the City's proposed Consent Decree modification and the Drinking Water AOC, along with other needs of the wastewater treatment and collection system and drinking water system.

3.10 Integrated Plan Development

Consultant will assist the City with development of the detailed integrated plan and will identify the City's processes for evaluating critical human health and environmental needs of the wastewater collection and treatment system and the drinking water system, including a process for balancing of regulatory requirements and schedules in a manner that addresses the most pressing public health and environmental needs first and is financially sustainable. Consultant will also assist the City with responding to EPA and their integrated planning specialty consultant and their questions and request for information and prioritization of their Sewer and Water CIP projects.

4. ADDITIONAL SERVICES

Any work requested by the City that is not specifically stated in the Basic Scope of Services listed above will be classified as Additional Services. Additional Services will not be performed by Consultant unless the City provides written authorization to Consultant that includes the scope of work for each Additional

Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Additional Services will include, but not limited to:

- A. Meetings with local, State, or Federal agencies beyond those defined under the Basic Scope of Services.
- B. Appearances at public hearings or before special boards beyond those defined under the Basic Scope of Services.
- C. Support City staff with wastewater utility CMOM program implementation and Supplemental Environmental Project implementation.

5. OWNER'S RESPONSIBILITIES

- A. Fulfill all the Owner's responsibilities defined in Article 2 of the Agreement Between Owner and Consultant.
- B. Designate a person to act as the point of contact on behalf of the Owner with respect to the management of this Consultant Agreement.
- C. Provide data and information applicable to the Consent Decree Program prepared by or resulting from services rendered by others including contracts, designs, construction, and planning documents.
- D. Cover all costs incident to compliance with the requirements of the Owner's responsibilities.
- E. Provide, as may be required, for the Consent Decree Program:
 - a) Contract administration, Accounting, bond and financial advisory, Consent Decree program affordability assessment, and insurance counseling services.
 - b) Legal services as Owner may require or Consultant may reasonably request for legal issues pertaining to the Consent Decree Program, including any issues that may be raised by the City seeking a Consent Decree Modification, or the City seeking a waiver of any stipulated penalties for failing to perform any obligation required by the Consent Decree.
 - c) All accounting, budgeting, financial records to track revenues and expenditures for the Consent Decree Program.
- F. Review Consultant's work products and deliverables in a timely manner and provide review comments as needed to meet City Consent Decree obligations.
- G. Submit all reports, Consent Decree Modification, and compliance submittals to regulatory agencies required by Consent Decree.

6. TIMES FOR RENDERING TASK ORDER SERVICES

This Task Order is for the limited and specific Consent Decree consulting services defined above to be provided for the 12-month period ending September 30, 2023.

7. Other Modifications to Agreement - None

8. ATTACHMENTS - NONE

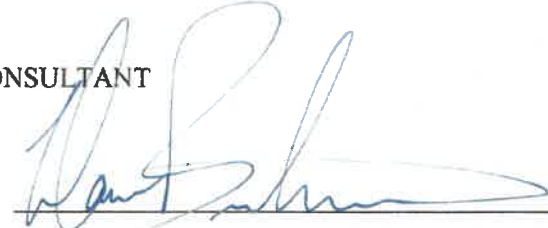
9. DOCUMENTS INCORPORATED BY REFERENCE- NONE

This document is part of the Agreement. Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order No. 1C is October 1, 2022.

CONSULTANT

by:



Signature

10/3/2022

Date

DAVID BECKMAN

Name

VICE PRESIDENT

Title

OWNER

by:

Signature

Date

Name

Title

This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Consultant** dated October 1, 2020.

SUBCONSULTANTS

12-Month Period Ending September 30, 2023		
Name	Staff Hours	FTEs
Not Applicable- No Subconsultants		
TOTAL:		

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Consultant** dated October 1, 2020.

Payments to Consultant for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 1 – OWNER’S RESPONSIBILITIES

C.2.01 Compensation for Basic and Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Consultant for Basic Services set forth in Exhibit A and for Additional Services authorized by amendment, as follows:
1. An amount equal to the cumulative hours charged to the Program by each class of Consultant’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Program, plus Reimbursable Direct Expenses and Consultant’s Subcontractor charges with a 5 percent markup, if any.
 2. Consultant’s Reimbursable Direct Expenses Schedule and Subcontractor Charges, and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 3. The total compensation for services under paragraph C.2.01 for the Year 3 of the Agreement is estimated to be \$ 375,000 based on the following assumed distribution of compensation:

Task Series	Description	Total
3.1	PROJECT MANAGEMENT	\$29,037
3.2	CONSULTANT PROJECT MEETINGS	\$19,928
3.3	REGULATORY PROJECT MEETINGS	\$19,928
3.4	STRATEGIC FINANCIAL PLANNING SERVICES	\$57,077
3.5	UPDATE LONG-TERM CASH FLOW MODEL	\$19,904
3.6	PERIODIC UPDATING OF SHORT-TERM MODEL	\$31,944
3.7	CONSENT DECREE PROGRAM COORDINATION	\$27,592
3.8	CONSENT DECREE MODIFICATION TECHNICAL ASSISTANCE	\$57,845
3.9	INTEGRATED PLANNING FRAMEWORK	\$36,708
3.10	INTEGRATED PLAN DEVELOPMENT	\$75,037
	TOTAL TASK ORDER NO. 1C	\$ 375,000

The staff-hours, direct expenses, and subcontractor charges for each Task Series shown above are detailed in Appendix 3. Consultant may alter the distribution of compensation noted above and in Appendix 3 to be consistent with services rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner and authorized by Owner’s governing authorities.

4. The total estimated compensation for Consultant's services included in the breakdown as noted in paragraph C.2.01.A.3 incorporates all labor, overhead, profit, reimbursable direct expenses, and Consultant's subcontractor charges.
5. The amounts billed for Consultant's services under paragraph C.2.01 will be based on the cumulative hours charged to the Program during the billing period by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Direct Expenses and Consultant's Subcontractor charges with a 5 percent markup.

C.2.02 Compensation for Reimbursable Direct Expenses and Subcontractor Charges

Owner shall pay Consultant for all Reimbursable Direct Expenses and Subcontractor charges at the rates and conditions set forth in Appendix 1 to this Exhibit C.

- B. Reimbursable Direct Expenses include the following categories: transportation and subsistence incidental thereto; reproduction of draft documents, requests for proposals, reports, drawings, specifications, bidding documents; office space lease and office equipment for local dedicated Consultant office; and similar Program-related items in addition to those required under Exhibit A.

C.2.03 Other Provisions Concerning Payment

Estimated Compensation Amounts

1. Consultant's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Consultant under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Consultant that a compensation amount thus estimated will be exceeded, Consultant shall give Owner written notice thereof. Promptly thereafter Owner and Consultant shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Consultant shall agree to a reduction in the remaining services to be rendered by Consultant, so that total compensation for such services will not exceed said estimated amount when such services are completed.
- C. To the extent necessary to verify Consultant's charges and upon Owner's timely request, Consultant shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Consultant** dated October 1, 2020.

Reimbursable Direct Expenses Schedule and Subcontractor Charges

Current agreements for engineering services stipulate that the Reimbursable Direct Expenses are subject to review and adjustment per Exhibit C. Reimbursable Direct Expenses for services performed on the date of the Agreement are developed on a lump sum basis and will be reimbursed at cost. Subcontractor charges will be based on hourly billing rates indicated in Appendix 2 to Exhibit C and reimbursed by City with a five percent markup applied by Consultant to all subcontractor charges.

Subcontractor Charges:

12 Month Period Ending September 30, 2023			
Name	Labor Billings	Direct Expenses	Total
Not Applicable-No Subconsultants			
TOTAL:			

This is **Appendix 2 to EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Consultant** dated October 1, 2020.

Standard Hourly Rates Schedule

Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

D. Schedule

Hourly rates for services performed on or after the date of the Agreement are:

Burns & McDonnell Engineering Company, Inc.

Position Classification	Classification Level	Hourly Billing Rate
General Office*	5	\$87.00
Technician*	6	\$100.00
Assistant*	7	\$113.00
	8	\$130.00
	9	\$149.00
Staff*	10	\$180.00
	11	\$195.00
Senior	12	\$225.00
	13	\$245.00
Associate	14	\$259.00
	15	\$261.00
	16	\$267.00
	17	\$271.00

NOTES:		
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- | |
|---|
| 1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc. |
| 2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown. |
| 3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent. |
| 4. For services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 5%. |
| 5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date. |
| 6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell. |
| 7. The rates shown above are effective for services through December 31, 2022 and are subject to revision thereafter. |

Staff/Role	Rate

Lined writing area consisting of approximately 40 horizontal lines.

This is Appendix 3 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Consultant dated October 1, 2020.

Cost Proposal Summary

Task No.	Task Description	Labor Hours	Labor Billings	Direct Expenses	Subcontractor Charges	Subcontractor Markup	Total Cost
3.1	Project Management	92	\$24,392	\$4,645	\$0	\$0	\$29,037
3.2	Consultant Project Meetings	76	\$19,928	\$0	\$0	\$0	\$19,928
3.3	Regulatory Project Meetings	76	\$19,928	\$0	\$0	\$0	\$19,928
3.4	Strategic Financial Planning Services	216	\$52,432	\$4,645	\$0	\$0	\$57,077
3.5	Update Long-Term Cash Flow Model	80	\$19,904	\$0	\$0	\$0	\$19,904
3.6	Periodic Updating of Short-Term Model	132	\$31,944	\$0	\$0	\$0	\$31,944
3.7	Consent Decree Program Coordination	108	\$27,592	\$0	\$0	\$0	\$27,592
3.8	Consent Decree Modification Technical Assistance	200	\$53,200	\$4,645	\$0	\$0	\$57,845
3.9	Integrated Framework Planning	138	\$36,708	\$0	\$0	\$0	\$36,708
3.10	Integrated Plan Development	268	\$70,392	\$4,645	\$0	\$0	\$75,037
	TOTAL	1,386	\$356,420	\$18,580	\$0	\$0	\$375,000

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Consultant** dated October 1, 2020.

Insurance

Paragraph 5.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G5.05 Insurance

The minimum limits of liability for the insurance required by paragraph 5.05.A and 5.05.B of the Agreement are as follows:

By Consultant:

Workers' Compensation: Statutory

Employer's Liability --

Each Accident:	\$100,000
Disease, Policy Limit:	\$100,000
Disease, Each Employee:	\$100,000

General Liability --

Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
General Aggregate:	\$1,000,000

Automobile Liability --

Bodily Injury:	
Each Accident	\$1,000,000
Property Damage:	
Each Accident	\$1,000,000

[or]

1) Combined Single Limit (Bodily Injury and Property Damage):	
Each Accident	\$2,000,000

Professional Liability --

Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

Additional Insureds

The Owner shall be listed on Consultant's general liability policy as provided in Paragraph 5.05.A.

**ORDER AUTHORIZING A PROJECT PARTNERSHIP AGREEMENT
WITH THE UNITED STATES ARMY CORPS OF ENGINEERS FOR A
SECTION 22 MATCHING GRANT TO FUND A COMPREHENSIVE
HYDRAULIC MODEL AND VALVE PLAN FOR THE WATER SYSTEM**

OFFICE OF THE CITY ATTORNEY
2022/10/25

WHEREAS, the City of Jackson and the United States Army Corps of Engineers (USACE) are working together on a grant to fund a comprehensive hydraulic model and valve plan for the water system under Section 22 of the Water Resources Development Act (WRDA) of 1974, as amended; and

WHEREAS, USACE has set aside \$1,150,000 which requires matching funding of \$1,150,000 from the City; and

WHEREAS, the USACE requires the City of Jackson to execute an agreement for the proposed plan as a prerequisite for receiving the grant funding; and

WHEREAS, the Department of Public Works recommends authorizing an project partnership agreement with the USACE to provide funding for a comprehensive hydraulic modeling and valve plan.

IT IS THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement with the Department of the Army, represented by the U.S. Army Corps of Engineers District Commander for the Vicksburg District for an agreement for the development of a comprehensive hydraulic model and valve plan under Section 22 of the Water Resources Development Act of 1974, as amended.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any additional documents required under the terms of this grant and the Agreement.

**Agenda Item No. 32
October 25, 2022
(Hillman, 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
10/27/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING A PROJECT PARTNERSHIP AGREEMENT WITH THE UNITED STATES ARMY CORPS OF ENGINEERS FOR A SECTION 22 MATCHING GRANT TO FUND A COMPREHENSIVE HYDRAULIC MODEL AND VALVE PLAN FOR THE WATER SYSTEM**

is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel*

10/27/22
DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 18, 2022
DATE

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING A PROJECT PARTNERSHIP AGREEMENT WITH THE UNITED STATES ARMY CORPS OF ENGINEERS FOR A SECTION 22 MATCHING GRANT TO FUND A COMPREHENSIVE HYDRAULIC MODEL AND VALVE PLAN FOR THE WATER SYSTEM
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6 and 7
3.	Who will be affected	City of Jackson citizens
4.	Benefits	Will provide a grant of \$1,150,000 for hydraulic modeling and valve plan
5.	Schedule (beginning date)	After City Council approval
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"/>	Public Works, Engineering Division
8.	COST	50% match requirement
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Potential FY23 DW-SRF loan
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Hon. Chokwe Antar Lumumba, Mayor
From: Jordan Hillman, Interim Director
Date: October 18, 2022
Subject: Agenda Item for City Council Meeting

Attached you will find an agenda for the City Council meeting. This agenda item authorizes you to execute an agreement with the U.S. Army Corps of Engineers for a grant under Section 22 of WRDA. The City's match is 50% of the cost of the project if the entire grant is expended. The proposed grant would allow the Corps to perform a comprehensive hydraulic modeling and valve study. The Department recommends approval of this item. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET OF THE CITY OF JACKSON WATER-SEWER BUSINESS ADMINISTRATION DIVISION

OFFICE OF THE CITY ATTORNEY
[Signature]

WHEREAS, certain unanticipated needs and allocations in the amount of \$10,000.00 have arisen since the adoption of the Fiscal Year 2022-2023 City of Jackson Budget for the Water-Sewer Business Administration Division; and

WHEREAS, the Fiscal Year 2022-2023 City of Jackson Budget needs to be revised to provide funding for unanticipated equipment needs; and

WHEREAS, the following accounts are being revised:

From	031.520106419	\$2,000.00
From	031.520106847	\$8,000.00
To	031.520106242	\$10,000.00

IT IS, THEREFORE, ORDERED that the Fiscal Year 2022-2023 Budget be revised in the amount of \$10,000.00 as follows:

To/From	Fund/Account Number	Amount
From:	031.520106419	(\$2,000.00)
From:	031.520106847	(\$8,000.00)
To:	031.520106242	\$10,000.00

**Agenda Item No. 33
 October 25, 2022
 (Hillman, Lumumba)**


Office of the City Attorney

455 East Capitol Street
Post Office Box 277
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1709
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY
10/21/22

OFFICE OF THE CITY ATTORNEY

This **ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET OF THE CITY OF JACKSON WATER-SEWER BUSINESS ADMINISTRATION DIVISION** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel*

10/21/22

DATE



City of Jackson
Public Works
Water Department/Meter Service & Repair

Memorandum

To: Mayor Chokwe Antar Lumumba

From: Jordan R. Hillman
Director of Public Works, Interim

Date: October 20, 2022

Re: Agenda Item: Order Amending the Fiscal Year 2022-2023

This agenda item will reallocate \$10,000.00:

- From ~ 031.520106419 (Other Professional Service)
- From ~ 031.520106847 (Data Processing Equipment)
- To ~ 031.520106242 (Data Processing Equipment)

To provide compatible new system equipment support:

- Replace antiquated desktop computers and laptops
- Computers for additional staff members to complete daily tasks
- Replace non-functioning desk top computers
- Data Processing Equipment for single items under 5K

If you have any questions, please contact Paulette Witt @ 601.960.0759

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE 10/10/2022

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET OF THE CITY OF JACKSON WATER SEWER BUSINESS ADMINISTRATION DIVISION
2.	Mayoral Priority Addressed 1. Public Safety 2. Economic Development 3. Housing 4. Infrastructure 5. Quality of Life	QUALITY OF LIFE
3.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	QUALITY OF LIFE
4.	Who/What will be affected & Benefits	CONSTITUENTS OF CITY SERVICES
5.	Schedule 1. Contract 2. Project (Beginning date) (Completion date)	UPON COUNCIL APPROVAL
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS
7.	Action initiated by: ▪ Mayor's Office <input type="checkbox"/> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	DEPARTMENT OF PUBLIC WORKS
8.	COST	\$10,000.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Enterprise <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	From: 031.520106419 (\$2000.00) From: 031.520106847 (\$8,000.00) To: 031.520106242 \$10,000.00
10.	EBO participation	ABE _____% WAIVER Yes _____ No _____ N/A _____ AABE _____% WAIVER Yes _____ No _____ N/A _____ WBE _____% WAIVER Yes _____ No _____ N/A _____ HBE _____% WAIVER Yes _____ No _____ N/A _____ NABE _____% WAIVER Yes _____ No _____ N/A _____

ORDER ACCEPTING THE PROPOSAL OF MS TIRE RECYCLING LLC FOR THE COLLECTION OF WASTE TIRES AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT (ALL WARDS)

OFFICE OF THE CITY ATTORNEY
10/25/2022

WHEREAS, the City of Jackson, through the Solid Waste Division, has received grant funds from the Mississippi Department of Environmental Quality to operate the Waste Tire Recycling Program for the collection of waste tires; and

WHEREAS, the City's Waste Tire Recycling Program requires a professional waste company to properly dispose of or recycle waste tires; and

WHEREAS, pursuant to Section 31-7-13(r) of the Mississippi Code of 1972, the City advertised for proposals for the collection and proper disposal or recycling of waste tires; and

WHEREAS, the City received only one proposal in response to its solicitation, which was from MS Tire Recycling; and

WHEREAS, MS Tire Recycling proposes to perform services at the following costs:

1. Providing for the collection, removal, transportation, disposal, and recycling of tires from the City's Solid Waste Facility in Byram, I-55 South Frontage Road, once every thirty (30) days or within forty-eight (48) hours of a request by the Solid Waste Division for pick-up. \$200.00 per ton.
2. Supplying a collection trailer as requested for period one day (usually a Saturday) "Used Tire Collection Day" and also transporting, disposal, and recycling of the tires from the event (2-3 times a year). \$275.00 per ton.
3. Removing, transporting, disposing of, and recycling of tires from selected waste tire abatement sites or from designated locations (50 or more tires) upon the direction of the Solid Waste Division (approximately 10 times a year). \$275.00 per ton.
4. Providing disposal and recycling services for tires brought to the Contractor by the Solid Waste Division. \$200.00 per ton.
5. Removing, transporting, disposing of, and recycling of an estimated number of tires from City facilities upon City notification to Contractor. \$200.00 per ton; and

WHEREAS, in addition to the services being provided, MS Tire Recycling LLC agrees provide the City with a tire hauling manifest within seven (7) days of hauling tires from a site, which documents that the tires were taken to a properly permitted or authorized site for recycling or disposal; and

WHEREAS, MS Tire Recycling LLC shall be responsible for providing or contracting with an properly permitted or authorized recycling facility or facilities; and

**Agenda Item No. 34
October 25, 2022
(Hillman, Lumumba)**

WHEREAS, MS Tire Recycling LLC shall be responsible for providing a properly permitted collection/transfer facility, which may be used to temporarily store waste tires for up to forty-eight (48) hours; and

WHEREAS, the Solid Waste Division of the Department of Public Works has reviewed the proposal and determined it would be advantageous to the City to accept the proposal of MS Tire Recycling LLC; and

WHEREAS, the annual cost of the agreement is contingent upon the volume of waste tires handled by the contractor; and

WHEREAS, in the recent past, approximately \$100,000.00 has been spent annually for the City's waste tire collection and disposal or recycling services; and

WHEREAS, pursuant to the Request for Proposals, the term of the Request for Proposals, the term of the agreement shall be three (3) years with two one-year extensions exercisable at the sole option of the City, which extensions will be automatically deemed exercised unless the City provides notice thirty (30) days prior to the expiration of the initial term or the first extension year that the City intends to end the agreement; and

WHEREAS, the Solid Waste Division of the Department of Public Works recommends that the governing authorities accept the proposal of MS Tire Recycling

IT IS, THEREFORE, ORDERED that the proposal of MS Tire Recycling LLC is accepted and that the Mayor is authorized to execute an agreement with said company consistent with the terms of the proposal received and the terms set forth above.

IT IS FURTHER ORDERED that Mayor is authorized to execute any and all related necessary documents to implement the agreement.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-7999
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
10/21/22

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE PROPOSAL OF MS TIRE RECYCLING LLC FOR THE COLLECTION OF WASTE TIRES AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel*

10/21/22

DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 20, 2022

	P O I N T S	C O M M E N T S
1.	Brief Description/Purpose	ORDER ACCEPTING THE PROPOSAL OF MS TIRE RECYCLING LLC FOR THE COLLECTION OF WASTE TIRES AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT (ALL WARDS)
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Quality of Life Neighborhood Enhancement
3.	Who will be affected	The City of Jackson
4.	Benefits	The contract with MS Tire Recycling LLC, will allow for proper disposal of waste tires.
5.	Schedule (beginning date)	N/A
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide (all wards)
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Public Works Department/ Solid Waste Division
8.	COST	An amount not to exceed \$100,000.00 annually
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"/> 	Grant Funding from the Mississippi Department of Environmental Quality 009-455.10.6419
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

**City of Jackson
Request for Proposals**

**Waste Tire Recycling Services
City of Jackson, Mississippi**

September 2022



**City of Jackson
Department of Public Works
Jordan Hillman, Acting Director**

SECTION 1 INTRODUCTION

1.1 Purpose of the Proposal

City of Jackson (the "City"), is seeking proposals from interested and qualified entities to provide waste tire recycling services (the "Services"). This Request for Proposal ("RFP") is being released to invite interested and qualified entities to prepare and submit proposals in accordance with instructions provided where the successful candidate(s) will be selected and invited to enter into a contractual relationship with the City for the Services outlined in this RFP. In this RFP, the terms proposer and contractor are used interchangeably unless the context indicates otherwise.

1.2 Background

The current agreement for Waste Tire Recycling is with Mississippi Tire Recycling, LLC. The agreement expired January 27, 2022. The following chart provides the tonnage of waste tires collected in 2021:

	<u>Tonnage</u>
January	15.78
February	12.16
March	21.51
April	25.99
May	17.22
June	3.73
July	5.64
August	12.87
September	1.87
October	10.83
November	42.77
December	17
Total Tire Tons	187.37

City of Jackson receives approximately 400 - 475 waste tires per week with an average of 15.6 tons of waste tires per month. Monthly volumes in 2021 ranged from as low as 1.87 tons to 42.77 tons. The Mississippi Legislature passed the Mississippi Waste Tire Law, Miss. Code §17-17-401, et seq., as amended, and the State of Mississippi Waste Tire Transportation and Management Regulations. The Contractor shall commit contractually to provide the specific services in accordance with requirements from the State of Mississippi and the City.

The City of Jackson Solid Waste facility is manned with Landfill Attendants on duty to monitor access to the tire collection point. The attendants will record information about the number of tires and their source. (The conversion factor, as established by the Mississippi Department of Environmental Quality is as follows: car tires - 100 tires/ton; semi-truck tires - 25 tires/ton.) The collection area at the Byram facility will be designated by the City. The Contractor shall monitor the collection area in a timely manner so as to prevent it from becoming a nuisance or hindering the receipt of tires. The City is prohibited from having more than 5,000 tires accumulated at the site. No waste/used tires shall remain on the site for a period exceeding thirty (30) days after arrival at the site. The Contractor shall schedule collections from the site in a timely manner so that at no time are these requirements violated.

1.3 Use of Subcontractors

It is understood that the primary supplier responding to this request for proposal may not have the capacity to undertake all the tasks outlined and in order to fulfill the EBO requirements, a subcontractor may be needed. The successful candidate may develop agreements with subcontractors in order to provide and manage the full scope of services requested by the City. If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the proposal when it is submitted. The City must approve any change in the use of subcontractors in advance and in writing. No such approval will be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontractor will under any circumstances relieve the Service Provider of its liability and obligation under any resulting contract. Subcontractors are subject to the same contractual conditions as the Service Provider including all federal, state, and local regulations and ordinances.

1.4 Disclaimer

The City and its advisors have, to the best of their knowledge, represented information and data that are current and applicable to this contract. The City is providing the information contained herein as a courtesy to the Service Provider. The City and its advisors neither guarantee nor warranty that the information contained in this RFP or referenced documents is accurate and complete. The City and its advisors are not and will not be liable for omissions or errors contained in this RFP. It is the Service Provider's responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods through its own due diligence.

2. INSTRUCTIONS TO PROPOSERS

2.1 GENERAL

One (1) bound original and five (5) bound copies of the proposal, labeled accordingly and including the required EBO Plan, as well as one unbound signed original EBO Plan, shall be submitted in a sealed envelope or box marked "Proposal for Waste Tire Recycling Services". The original and copies of the proposal shall be indexed with tabs as requested in Section 2.6 Proposal Contents.

Electronic proposals **MUST** be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

All proposals (both electronic and physical hard copies) must be received no later than 3:30 p.m. Central Daylight Time, on September 27, 2022. All physical hard copies shall be submitted to the attention of:

If by hand delivery: City of Jackson
Office of the Municipal Clerk
219 South President Street
Jackson, Mississippi 39201

If by mail: City of Jackson
Office of the Municipal Clerk
Post Office Box 17
Jackson, MS 39205-0017

The City intends to use responses to this RFP to shortlist qualified Service Providers for oral presentations before the City's evaluation panel.

2.2 QUALIFICATION WITHDRAWAL PROCEDURE

RFPs may be withdrawn up until the date and time set above for opening of proposal. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to provide the services set forth in the proposal or until one of the proposals has been accepted and a contract has been executed between the City and the successful proposer.

2.3 RESERVATION OF CITY RIGHTS

- A. Award of professional services contracts for this project is subject to the availability of funding.
- B. The City reserves the right to request clarification of information submitted and to request additional information of one (1) or more proposals.
- C. The City reserves the right to negotiate the Agreement/Contract for the project with the next most qualified finalist if the successful finalist does not agree to the terms of an Agreement/Contract after submission of an Agreement to such proposer. The City reserves the right to negotiate all elements of work that comprise the selected proposal.
- D. The City reserves the right, after opening the proposals, or at any other point during the selection process, to reject any or all proposals, modify or postpone the proposed project, evaluate any alternatives offered, or accept the proposal that, in the City's sole judgment, is in its best interest.
- E. The City reserves the right to terminate the Agreement/Contract if the Consultant Service Provider fails to begin to perform the work described herein within ten (10) days after the City giving the Consultant/ Service Provider a written notice to proceed.

2.4 REQUESTS FOR INFORMATION

The City specifically requests that any contact concerning this RFP be made exclusively with the Solid Waste Manager Lakisha Weathers at lweathers@jacksonms.gov. Failure to honor this request will be negatively viewed in the selection process and may result in the disqualification of the proposer. Any questions related to this solicitation are to be submitted in writing by September 30, 2022 at 12:00 PM, CST to receive a response by October 7, 2022, 2022. Responses to all questions received will be issued in the form of an Addendum to this RFP.

2.5 PROPOSAL CONTENT

The Proposer must provide documentation of water tire management and recycling experience.

2.5.1 TECHNICAL PROPOSAL:

- Provide proof of a minimum of two (2) years of experience in waste tire recycling.
- Provide sufficient, competent and skilled staff, with experience in performing the Services
- Proposers should provide a properly permitted collection/transfer facility for the public to deliver waste tires. The City has final approval on the site.
- Proposers should submit a description of the collection, labor required, state regulations, and all other factors, local and otherwise, which would, effect prosecution and completion of the work covered by this proposal.
- Provide a plan that would detail how to minimize the environmental impact resulting in the reuse of the waste tires.
- Proposers should provide a list of equipment that will be used during the collection process including all fire prevention, safety, personal protective equipment and other supplies or equipment.
- Proposers should describe procedures to minimize the risk of injury to protect workers and participants at the City of Jackson Rubbish Site.
- Proposers should provide a description of methods used for waste tire recycling and provide information regarding the parts of the tire that may not be recyclable.
- Proposers should provide a description of training to be provided to City personnel.
- Proposers should provide a list of all transporters and the recycling/disposal facilities which may be used in the performance of this collection program.
- Proposers should provide documentation of required insurance coverage.
- Proposers shall be responsible for all applicable licenses in the state of Mississippi to transport waste tires. They shall meet all standards applicable to transporters of hazardous waste found in local, state, or federal regulations.
- Proposers should provide documentation of waste tire management, analysis, collection, treatment, disposal, recycling, and transportation.

2.5.2 COST PROPOSAL

Please note: Proposers must propose on all five tire collection services. The proposer prices are for all types of tires, including those with rims.

1. Providing for the collection, removal, transportation, disposal, and recycling of tires from the City's Solid Waste Facility in Byram, I-55 South Frontage Road, once every thirty (30) days or within forty-eight (48) hours of a request by the Solid Waste Division for a pick-up:

Per Ton Price _____ (\$ 200.00)

2. Supplying a collection trailer as requested for periodic one day (usually a Saturday) "Used Tire Collection Day" and also the transporting, disposal and recycling of the tires from this event (2-3 times a year):

Per Ton Price _____ (\$ 275.00)

3. Removing, transporting, disposing of, and recycling of tires from selected waste tire abatement sites or from designated locations (50 or more tires) upon direction from the Solid Waste Division (approximately 10 times a year):

Per Ton Price _____ (\$ 275.00)

4. Providing disposal and recycling services for tires brought to the Contractor by the Solid Waste Division:

Per Ton Price _____ (\$ 200.00)

5. Removing, transporting, disposing of, and recycling of an estimated number of tires from City facilities upon City notification to Contractor.

Per Ton Price _____ (\$ 200.00)

Add cost for the pilot program (section 3.1.3)

SECTION 3. SCOPE OF WORK

3.1 GENERAL INFORMATION

The Contractor shall be responsible for locating and contracting with a recycling facility or facilities. The facility or facilities may or may not be owned and operated by the Contractor. The Contractor shall inform the City of the recycling facility or facilities to be used and provide documentation of the applicable Waste Tire Recycling Processing Facility Permit or Authorization. Special consideration will be given to any proposal that accomplishes a recycling goal for waste tires. The Contractor shall provide the City with a copy of each tire hauling manifest form within seven (7) working days of hauling the tires from the site to a recycling processing or (if needed) disposal facility.

3.1.1 ESTIMATED VOLUME OF INCOMING TIRES

Waste Tire Collection Sites	Number Tons per Month	

	Passenger & Light Truck	Heavy Duty Truck tires
City of Jackson Class I Rubbish Facility	156.51	
City of Jackson Fire Garage	12.72	6

These listed quantities in this Exhibit are estimates only and do not constitute guaranteed tonnages. The Contractor agrees to faithfully perform and complete the work contemplated by this contract within the requested time schedule from the date of issuance by the City of any instructions and strictly in accordance with said plans and specifications and other contract documents and requirements of the City.

The Contractor shall comply with all local, state and federal laws and regulations pertaining to the contract work.

The City agrees to pay and the Contractor agrees to accept the unit prices set forth in the bid documents as full compensation for the performance of all work contemplated under this Contract, as well as all losses or damages, if any, arising out of the nature of this work, and any and all other unforeseen difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

The CONTRACTOR agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth.

The Contractor shall remove, transport, process, dispose of, and recycle the tires in accordance with the Mississippi Waste Tire Law, Miss. Code Ann. §17-17-401, et seq., as amended, and the State of Mississippi Waste Tire Transportation and Management Regulations.

3.1.2 The Contractor shall provide a permitted collection/transfer facility, as follows:

1. Provide a properly permitted collection/transfer facility for the public to deliver waste tires. The City has final approval on the site.
2. The Contractor shall comply with the hours of operation to be determined by the City.
3. Provide proper shelter for operation staff.
4. Provide adequate staff for supervising the facility.
5. List positions and responsibilities of staff.
6. The waste tires must be removed from the collection/transfer facility within forty-eight (48) hours.
7. Adhere to the procedures of the State of Mississippi Department of Environmental Quality (MDEQ). The City shall inform the selected Contractor of the City's expectations.
8. Provide ability to collect all the City's whole wastes tires at the facility and provide verified documentation and written proof to the satisfaction of the City.
9. The Contractor cannot otherwise dispose of, or temporarily or permanently store at any location other than the designated collection/transferring facility, any waste tires collected without prior written permission from the City.

3.1.3 Pilot Program for Rubberized Asphalt

Demonstrating the effectiveness of rubberized asphalt technologies and evaluating the performance of the asphalt overlays in comparison to other methods of resurfacing is one of the Public Works Department's goals. In addition to its value in rehabilitating existing pavements and recycling of waste tires, we would like to demonstrate the benefits of the rubberized asphalt, such as reducing traffic noise at the tire/pavement interface. The life cycle costs of paving materials containing asphalt rubber binders will be evaluated.

The Contractor will provide "crumb rubber", which will be added to asphalt cement. The test section will consist of approximately 1,000 tons of 2-inch asphalt overlay placed in the same single lane of the roadway. This section of roadway and the nature, temperature, and viscosity of the asphalt will be monitored.

3.2 TERM

The term of this contract will be for three (3) years with an option of two (2) one-(1) year extensions at the option of the City. The contract will automatically extend after the third year contract term expires unless the City notifies the Contractor of its intent to terminate this contract within 30 days of the beginning of the contract extension. The second option will automatically begin after the end of the first extension term under the same conditions.

3.3 INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the contract with the City of Jackson listed as an additional insured with minimum limits.

SECTION 4 PROPOSAL EVALUATION CRITERIA

4.1 REVIEW COMMITTEE

A review committee consisting of individuals selected by the City will receive and review all proposals submitted. The City, in its sole judgment, will decide if a proposal is viable.

4.2 EVALUATION SCHEDULE

RFP Released for Advertisement	September 15, 2022
Proposals Due	October 11, 2022
Oral Presentations	October 19, 2022
Final Selection	October 24, 2022

4.3 PROPOSAL EVALUATION FACTORS

It is the City intent to evaluate the proposals based on technical merit and price and to choose the Service Provider whose proposal provides the best value to the City. The City reserves the right to waive any

irregularities, reject any and/or all proposals, in whole or in part, when, in the City opinion, such rejection is in the best interests of the City.

4.3.1 Selection Criteria

Selection of Consultant/ Service Provider for contract/agreement negotiation will be based on an objective evaluation of the following criteria:

- A. Service Provider's ability to implement waste management methods that include recycling and reuse, and conversion (20%)
- B. Service Provider's experience, qualifications and references as demonstrated in similar engagements (15%)
- C. Service Provider compliance with federal and state policies (20%)
- D. EBO Plan and commitment to exceeding MBE and FBE participation goals (10%)
- E. Cost proposal (35%)

4.3.2 Oral Presentations

Following the evaluation of the proposals, the City's Evaluation Team may request the top ranking firms(s) to make an oral presentation and/or be interviewed. If a determination is made that presentations are necessary, the requested Service Providers will be contacted to arrange a mutually acceptable date and time that will be promulgated by the Contract Administrator.

4.3.3 Negotiations

Following any presentations, the finalist(s) shall be re-evaluated. Should it become necessary, the Contract Administrator shall negotiate with the Service Provider whose proposal is determined to be most advantageous to the City. If negotiations with the highest ranking Service Provider fail, negotiations shall be initiated with the next highest ranking Service Provider, and so on, until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

SECTION 5 – EQUAL BUSINESS OPPORTUNITY

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2014 – 3, each contractor, bidder or proposer shall submit a completed and signed Equal Business Opportunity Plan with bid submission.

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or proposer shall submit a completed and signed Equal Business Opportunity (EBO) Plan Application with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Ordinance. Failure to comply with the City's ordinance shall disqualify a contractor, bidder or proposer from being awarded an eligible contract.

5.1 Transparency with Subcontractors

Every proposer must adhere to the requirements of the Ordinance of the City Council of Jackson, Mississippi Increasing Transparency with Subcontractors, Minute Book 6J, Page 85 (April 19, 2016).

5.1.1 As a pre-condition to selection, each proposer must submit a sworn affidavit which details each person with an ownership interest in the contract; whether a conflict of interest exists between any owner and public official or fiduciary; and a list of all subcontractors, the amount of work to be contracted, amount that will be paid to the subcontractor, and the pay schedule of subcontractors.

5.1.2. Monthly reports demonstrating the scope of work, services performed and payments to each subcontractor should be submitted by the awarded prime contractor to both the Equal Business Opportunities (EBO) Manager and Office of the City Clerk.

5.1.3 Before modification of any subcontractor performing work, the prime contractor must submit a letter to the Equal Business Opportunities (EBO) Manager illustrating probable cause and await approval or rejection in five (5) business days.

5.1.4 Once the prime contractor receives payment from the City, the prime contractor shall have five (5) business days to pay all subcontractors.

The State of Mississippi

Department of Environmental Quality Office of Pollution Control Waste Tire Management Program

In accordance with Section 17-17-411 of the Mississippi Code Annotated and the Waste Tire Transportation Regulations regarding the registration of waste tire haulers,

Be it known that

MS Tire Recycling, LLC
2845 Meter Road
Jackson, Mississippi
Hinds County

is hereby authorized to transport waste tires within the State of Mississippi in accordance with the application submitted to and approved by the Department of Environmental Quality.

Waste Tire Hauler Identification Number: WTH-740
Commercial Hauler

Issued: July 21, 2022
Expires: June 30, 2023


(Authorized Signature)

2.5.1 TECHNICAL PROPOSAL

- MS Tire Recycling, LLC has maintained a Waste Tire Contract with the City of Jackson beginning 2015 through 2022.
- All staff members have a minimum of 3 (three) years of service experience.
- MS Tire Recycling in association with the City of Jackson guidance can allow the public to bring tires to our plant facility at the contracted city price.
- To complete this RFP, MS Tire Recycling will provide and 18-wheeler tractor, a 45' walking floor trailer.
- MS Tire Recycling working with the MS Department of Environmental Quality control meets the requirements to have a positive impact on the environment. MS Tire Recycling processes waste tires in association with other companies to reclaim 95% plus of each tire recycled.
- The only equipment required is an 18*wheeler tractor, a 45' walking floor trailer. The equipment has the MDOT required fire and safety supplies. The driver has the safety training and protective gear to be used with each project.
- At the city landfill, MS Tire Recycling's involvement will be to ('Spot") place the 45' trailer. A City of Jackson employee using city equipment will load the trailer.
- The process and recycling system used by MS Tire Recycling, recycles all parts of the waste tire except a small amount of nylon.
- No training is needed to city personal as to the loading of tires.
- Transportation will be by MS Tire Recycling and Recycling will be performed by MS Tire Recycling at our plant.
- MS Tire Recycling maintains \$1 million in coverage on the 18-wheeler used to transport city tires. MS Tire Recycling maintains all required workman's compensation and employee liability insurance. **
**All Proof of Insurance will be provided if bid is awarded to MS Tire Recycling.
- MS Tire Recycling is in good standing with MS Department of Environmental Quality and has a current hauler permit WTH-740.
- MS Tire Recycling has been recycling waste tires for the City of Jackson since 2015.

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE WEST CAPITOL STREET PROJECT (BOLING STREET TO PRENTISS STREET)

OFFICE OF THE CITY ATTORNEY
10/25/22

WHEREAS, the City of Jackson executed a contract with Hemphill Construction Company, Inc. for the West Capitol Street from Boling Street to Prentiss Street; and

WHEREAS, during construction, far more sewer repairs were required than originally anticipated and the contractor discovered concrete pavement beneath the asphalt that increased the quantities of asphalt anticipated for construction;

WHEREAS, the additional sewer repairs and the use of additional asphalt to compensate for presence of the concrete pavement resulted in the originally approved contract amount being reached before the completion of the project as designed; and

WHEREAS, after very significant and lengthy discussions with the consultant, the contractor, City staff, and the Municipal Sales Tax Commission, the Commission agreed to fund \$2.2 million to complete the construction of the Cap; and

WHEREAS, the Department of Public Works recommends acceptance of Supplemental Agreement #2 to the contract Hemphill Construction Company, Inc.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Supplemental Agreement #2 to the contract of Hemphill Construction Company, Inc. for the West Capitol Street Project from Boling Street to Prentiss Street, increasing the contract by an amount not to exceed \$2,187,531.38 and increasing the contract time by 132 calendar days.

Agenda Item No. 35
October 25, 2022
(Hillman, Lumumba)

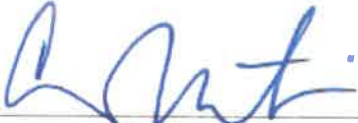
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201
Telephone: (601) 960-1799
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY
10/21/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE WEST CAPITOL STREET PROJECT (BOLING STREET TO PRENTISS STREET)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel*

10/21/22
DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET October 18, 2022
DATE

P O I N T S		C O M M E N T S				
1.	Brief Description/Purpose	Order authorizing the Mayor to execute Supplemental Agreement #2 with Hemphill for the W Capitol St Project				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life				
3.	Who will be affected	Motorists on W Capitol St between Boling and Prentiss St.				
4.	Benefits	Street construction project				
5.	Schedule (beginning date)	After approval				
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	W Capitol St between Boling and Prentiss St (Wards 3 & 5)				
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division				
8.	COST	Adds \$2,187,531.38 to the contract amount. New contract amount: \$8,149,539.33 Add 132 working days to the contract time.				
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	1% Sales Tax				
10.	EBO participation	ABE _____% AABE _____% WBE _____% HBE _____% NABE _____%	WAIVER WAIVER WAIVER WAIVER WAIVER	yes ___ yes ___ yes ___ yes ___ yes ___	no ___ no ___ no ___ no ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Jordan Hillman
Interim Director

Date: October 18, 2022

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute supplemental agreement #1 to the contract with Hemphill for the West Capitol Street project.

During construction over the past year, the contractor made far more sewer repairs beneath W Capitol St than was originally in the planned quantities. In addition, the contractor discovered the original concrete pavement under W Capitol St east of Ellis Avenue, which caused the consulting engineer to make a field change in the street design that increased the asphalt quantities. As a result, the originally authorized contract amount was reached in June before the project was complete.

The City Engineer brought the matter to the Municipal Sales Tax Commission over the summer, which had multiple robust discussions with the consultant regarding the project status to date as well as finding a way forward to the ultimate goal of completing the project. At the September meeting, the Commission authorized using \$2.2 million to complete the project.

The proposed change in contract amount is an increase of \$2,187,531.38 to \$8,149,539.33 and adds 132 additional calendar days to the contract. It is the recommendation of Public Works that the order be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

SUPPLEMENTAL AGREEMENT | CHANGE ORDER

Hemphill Construction Company, Inc.
 PO Drawer 878
 Florence, MS 39075

Distribution

Y	City of Jackson
Y	Craven Engineering, PLLC
Y	N/A

Project: West Capital Street Improvements
 Jackson, MS

Contract Number: 1984024.501 121015

Change Order #: CO 2

To (Contractor): Hemphill Construction Company, Inc.
 PO Drawer 878
 Florence, MS 39075

Change Order Date: 10/17/22

You are directed to make the following changes in this Contract:

C.O. #/EO	Contract Item	UOM	UNITS	Unit Price	Amount
201-A001	CLEANING AND GRUBBING	LS	5.00	\$ 180,000.00	\$-
202-A001	REMOVAL OF OBSTRUCTIONS	LS	5.00	\$ 180,000.00	\$-
202-B007	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	7,400.00	\$ 19.00	\$140,600.00
202-B001	REMOVAL OF CONCRETE SIDEWALK & DRIVEWAYS, ALL DEPTHS	SY	4,025.00	\$ 16.10	\$77,800.50
202-B009	REMOVAL OF CURB AND/OR CURB & GRITER, ALL TYPES	LF	5.00	\$ 5.00	\$-
202-B009	REMOVAL OF DEBRIS AND SAND FROM INLET AND JUNCTION BOX, ALL TYPES & SIZES	EA	-5.00	\$ 3,075.00	\$(15,375.00)
202-B101	REMOVAL OF DEBRIS AND SAND FROM PIPE 18" TO LESS THAN 36" DIAMETER	LF	-508.00	\$ 20.50	\$(10,414.00)
208-B003	BORROW EXCAVATION, AH, FINE, CLASS BB-S	CY	-7,018.00	\$ 15.00	\$(105,270.00)
208-B001	EXCESS EXCAVATION, FIA, AH	CY	-1,903.00	\$ 11.00	\$(20,933.00)
213-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	1,428.00	\$ 20.00	\$28,560.00
318-A001	SOLID BODDING	SY	-5,510.00	\$	\$(27,550.00)
319-A001	WEEDING	NM	-17.00	\$ 20.00	\$(340.00)
328-C001	MULCH, VEGETATIVE MULCH	TON	0.00	\$ 325.00	\$-
328-A001	TEMPORARY GRASSING	ACRE	-0.00	\$ 508.00	\$(2,704.00)
334-A001	TEMPORARY SILT FENCE	LF	-2,500.00	\$ 1.85	\$(4,625.00)
337-A001	WATTLES, 30"	LF	0.00	\$ 0.78	\$-
907-200-A003	UTILITY WORK SEWER - EXISTING INLET/MANHOLE REPAIR	EA	5.00	\$ 1,000.00	\$5,000.00
907-200-A004	UTILITY WORK SEWER - VIDEO INSPECTION AND CLEANING OF EXISTING SANITARY SEWER (8")	LF	5817.71	\$ 7.38	\$42,811.62
907-200-A004	UTILITY WORK - SEWER, CIPP AND POST CIPP OF EXISTING 8" SANITARY SEWER LINE	LF	-4,285.00	\$ 39.79	\$(170,280.75)
907-200-A004	UTILITY WORK - SEWER, 4" SERVICE LINE REINSTATEMENT	EA	-100.00	\$ 1.30	\$(130.00)
907-200-A004	UTILITY WORKSEWER - VIDEO INSPECTION AND CLEANING OF EXISTING STORM SEWER (18" - 24")	LF	-4,900.00	\$ 18.40	\$(90,160.00)
907-202-A000	UTILITY WORK - WATER, 8" WATER LINE POINT REPAIRS	EA	-20.00	\$ 1,000.00	\$(20,000.00)
907-202-A006	UTILITY WORK - WATER, 8"- 10" WATER LINE REPLACEMENT	LF	-1,000.00	\$ 25.00	\$(25,000.00)
404-F001	SIZE 610 CRUSHED STONE BASE	TON	3,000.00	\$ 78.00	\$234,000.00
402-B001	BITUMINOUS TACK COAT	GAL	0.00	\$ 6.00	\$-
408-A001	12.5-MM, MT, ASPHALT PAVEMENT, LEVELING	TON	-94.64	\$ 130.00	\$(12,303.20)
408-A002	19-MM, MT, ASPHALT PAVEMENT	TON	-997.54	\$ 130.00	\$(129,680.20)
408-A004	9.5-MM, MT, ASPHALT PAVEMENT	TON	-3,388.97	\$ 309.00	\$1,047,194.73
406-A001	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	-20,000.00	\$ 2.75	\$(55,000.00)
503-C007	SAW CUT, FULL DEPTH	LF	18,950.00	\$ 10.00	\$189,500.00
601-B001	CLASS "B" STRUCTURAL CONCRETE, MASON STRUCTURES	CY	-4.00	\$ 1,000.00	\$(4,000.00)
603-A001	REINFORCING STEEL	LBS	0.00	\$ 0.40	\$-
603-C001	12" REINFORCED CONCRETE PIPE, CLASS III	LF	-200.00	\$ 75.00	\$(15,000.00)
603-C006	15" REINFORCED CONCRETE PIPE, CLASS III	LF	-84.00	\$ 75.00	\$(6,300.00)
603-C1001	18" REINFORCED CONCRETE PIPE, CLASS III	LF	-135.00	\$ 75.00	\$(10,125.00)
603-C1006	24" REINFORCED CONCRETE PIPE, CLASS III	LF	-24.00	\$ 75.00	\$(1,800.00)
603-C2009	18" REINFORCED CONCRETE END SECTION	EA	-3.00	\$ 75.00	\$(225.00)
603-C2002	22" X 18" CONCRETE ANCH PIPE, CLASS A III	LF	-98.00	\$ 75.00	\$(7,350.00)
603-P001	12" CORRUGATED POLYETHYLENE PIPE	LF	-95.00	\$ 75.00	\$(7,125.00)
604-A001	CASTINGS	LBS	0.00	\$ 1.50	\$-
604-B001	CRATERS	LBS	0.00	\$ 1.47	\$-
607-804-C001	PRECAST MANHOLE, 48" DIAMETER	EA	1.00	\$ 5,100.00	\$5,100.00

SUPPLEMENTAL AGREEMENT | CHANGE ORDER

Henshiff Construction Company, Inc.

PO Drawer 875

Florence, MS 39078

Distribution

Y	City of Jackson
Y	Crown Engineering, PLLC
Y	N/A

Project: West Capital Street Improvements
Jackson, MS

Contract Number: 3984014.001 H21015

Change Order #: PCC 2

To (Contractor): Henshiff Construction Company, Inc.
PO Drawer 875
Florence, MS 39078

Change Order Date: 10/17/22

You are directed to make the following changes in this Contract:

C.O. Item	Contract Item	UM	UNITS	Unit Price	Amount
608-8001	CONCRETE SIDEWALK, WITH REINFORCEMENT	SV	-841.28	\$ 80.00	\$(67,299.20)
607-608-C001	DETECTABLE WALKING PANELS	SV	-100.00	\$ 25.00	\$(2,500.00)
610-0009	COMBINATION CONCRETE CURB AND BUTTER, PER PLANS	LF	-8,408.78	\$ 28.50	\$(239,649.39)
613-0008	ADJUSTMENT OF MANHOLE	EA	20.00	\$ 1,000.00	\$20,000.00
613-0010	ADJUSTMENT OF WATER METER	EA	32.00	\$ 350.00	\$11,200.00
613-0011	ADJUSTMENT OF WATER VALVE	EA	-12.00	\$ 285.00	\$(3,420.00)
613-0012	ADJUSTMENT OF GAS VALVE	EA	6.00	\$ 299.00	\$1,794.00
614-0001	CONCRETE DRIVEWAY, WITH REINFORCEMENT	SF	2,816.84	\$ 128.00	\$360,555.52
618-A001	MAINTENANCE OF TRAFFIC - ADDITIONAL TO EXISTING LS AMOUNT	LS	0.285	\$ 400,000.00	\$113,000.00
619-A1009	TEMPORARY TRAFFIC STRIPE, CONTINUOUS WHITE, PAINT	LF	-4,250.00	\$ 0.28	\$(1,210.00)
619-A3009	TEMPORARY TRAFFIC STRIPE, CONTINUOUS YELLOW, PAINT	LF	25,000.00	\$ 0.50	\$12,500.00
619-A3001	TEMPORARY TRAFFIC STRIPE, SSP WHITE PAINT	LF	-2,200.00	\$ 0.20	\$(440.00)
619-A3002	TEMPORARY TRAFFIC STRIPE, DETAIL PAINT	LF	-8,000.00	\$ 0.50	\$(4,000.00)
619-A8008	TEMPORARY TRAFFIC STRIPE, LEGEND, PAINT	SF	1,800.00	\$ 2.50	\$4,500.00
619-A8004	TEMPORARY TRAFFIC STRIPE, LEGEND, PAINT	LF	1,850.00	\$ 3.50	\$6,475.00
619-C1003	STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 30 SQUARE FEET	SF	-30.00	\$ 15.00	\$(450.00)
619-C2001	STANDARD ROADSIDE CONSTRUCTION SIGNS, 30 SQUARE FEET OR MORE	SF	-30.00	\$ 15.00	\$(450.00)
619-E3001	FLASHING ARROW PANEL, TYPE C	EA	-4.00	\$ 2,000.00	\$(8,000.00)
619-F2005	PORTABLE MEDIAN BARRIER, LESS THAN OR EQUAL TO 45 MPH	LF	-4,000.00	\$ 20.00	\$(80,000.00)
619-F2002	REMOVE AND RESET PORTABLE MEDIAN BARRIER	LF	-8,500.00	\$ 7.00	\$(59,500.00)
619-G4005	BARRICADES, TYPE II, SINGLE FACED	LF	-1,200.00	\$ 20.00	\$(24,000.00)
619-G8001	FREE STANDING PLASTIC DRUMS	EA	80.00	\$ 75.00	\$6,000.00
619-G7001	WARNING LIGHTS, TYPE "B"	EA	-8.00	\$ 189.00	\$(1,512.00)
620-A001	MOBILIZATION - ADDITIONAL TO EXISTING LS AMOUNT	LS	0.285	\$ 675,000.00	\$191,375.00
626-A003	6" THERMOPLASTIC EDGE STRIPE, SSP WHITE	LF	-825.00	\$ 0.50	\$(412.50)
626-C002	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	LF	-18,900.00	\$ 0.80	\$(15,120.00)
626-C004	6" THERMOPLASTIC TRAFFIC STRIPE, SSP YELLOW	LF	-18,900.00	\$ 0.55	\$(10,395.00)
626-B008	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LF	-18,900.00	\$ 0.80	\$(15,120.00)

SUPPLEMENTAL AGREEMENT | CHANGE ORDER

Hemphill Construction Company, Inc.
 PO Drawer 678
 Florence, MS 38073

DISTRIBUTION

Y	City of Jackson
Y	Crown Engineering, PLLC
Y	N/A

Project: West Capital Street Improvements
 Jackson, MS

Contract Number: 1984014.501 H21815

Change Order #: PCD 2

To (Contractor): Hemphill Construction Company, Inc.
 PO Drawer 678
 Florence, MS 38073

Change Order Date: 10/17/22

You are directed to make the following changes to this Contract

C.O. #	Contract Item	UM	UNITS	Unit Price	Amount
626-0001	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	-1,850.00	\$ 1.40	\$(2,590.00)
626-0002	THERMOPLASTIC DETAIL STRIPE, YELLOW	LF	-1,250.00	\$ 1.40	\$(1,750.00)
626-H004	THERMOPLASTIC LEGEND, WHITE	SF	-1,400.00	\$ 6.00	\$(8,400.00)
626-H005	THERMOPLASTIC LEGEND, WHITE	LF	-6,500.00	\$ 2.80	\$(18,200.00)
627-0001	RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	EA	-88.00	\$ 6.50	\$(581.00)
627-L001	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	EA	-1,575.00	\$ 8.00	\$(12,600.00)
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SF	0.00	\$ 25.00	\$-
630-A003	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS	SF	0.00	\$ 26.50	\$-
630-C003	STEEL U-SECTION POSTS, 3.0 LB/FT	LF	0.00	\$ 12.00	\$-
607-280-0008	REMOVE AND RESET SIGNS, GROUND MOUNTED	EA	0.00	\$ 120.00	\$-
609-A001	ROADWAY CONSTRUCTION STAKES	LS	0.00	\$ 100,000.00	\$-
611-A001	LOOSE RIPRAP, SIZE 300	TON	-15.00	\$ 69.76	\$(1,046.40)
607-280-0004	UTILITY WORK - SEWER REPAIRS - NOVEMBER	LS	1.00	\$ 128,008.72	\$128,008.72
607-280-0004	UTILITY WORK - SEWER REPAIRS - DECEMBER	LS	1.00	\$ 123,288.61	\$123,288.61
607-280-0004	UTILITY WORK - SEWER REPAIRS - JANUARY	LS	1.00	\$ 112,712.28	\$112,712.28
607-280-0004	UTILITY WORK - SEWER REPAIRS - FEBRUARY	LS	1.00	\$ 142,328.25	\$142,328.25
607-280-0004	UTILITY WORK - SEWER REPAIRS - MARCH	LS	1.00	\$ 142,483.80	\$142,483.80
607-280-0004	UTILITY WORK - SEWER REPAIRS - APRIL	LS	1.00	\$ 231,675.53	\$231,675.53
607-280-0004	UTILITY WORK - SEWER REPAIRS - MAY	LS	1.00	\$ 134,874.87	\$134,874.87
607-280-0004	REMOVE AND RESET HYDRANT - INSTALL 2 VALVES	LS	1.00	\$ 23,845.00	\$23,845.00
607-280-0004	HEAVY TV AND CLEAN - INVESTIGATIVE WORK	HR	16.00	\$ 745.00	\$11,920.00
607-280-0004	UTILITY WORK - SEWER REPAIRS	LF	1	\$ 675.00	\$675.00
607-280-0004	UTILITY WORK - SEWER REPAIRS	EA	1	\$ 10,000.00	\$10,000.00
607-280-0004	UTILITY WORK SEWER - VIDEO INSPECTION AND CLEANING OF EXISTING SANITARY SEWER (6")	LF	5,438.618	\$ 0.25	\$1,359.68
607-280-0004	UTILITY WORK - SEWER, COP AND POST OCTV OF EXISTING 6" SANITARY SEWER LINE	LF	5,000.00	\$ 20.75	\$103,750.00
409-A002	12.5-MM, MT, ASPHALT PAVEMENT, LEVELING	TON	2,500.00	\$ 148.00	\$370,000.00
409-A014	8.5-MM, MT, ASPHALT PAVEMENT	TON	2,500.00	\$ 100.00	\$250,000.00
909-P001	CONCRETE SIDEWALK, WITH REINFORCEMENT	SF	128.00	\$ 64.25	\$8,224.00
909-C003	COMBINATION CONCRETE CURB AND GUTTER, PER PLANS	LF	5,500.00	\$ 22.04	\$121,220.00
414-0001	CONCRETE DRIVEWAY, WITH REINFORCEMENT	SF	450.00	\$ 138.65	\$62,422.50
626-A003	6" THERMOPLASTIC EDGE STRIPE, SHIP WHITE	LF	625.00	\$ 0.65	\$406.25
626-C003	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	LF	18,800.00	\$ 1.15	\$21,620.00
626-C004	6" THERMOPLASTIC TRAFFIC STRIPE, SHIP YELLOW	LF	18,500.00	\$ 3.65	\$67,525.00
626-C002	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LF	18,500.00	\$ 1.38	\$25,530.00
626-0002	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	1,850.00	\$ 2.85	\$5,272.50
626-0002	THERMOPLASTIC DETAIL STRIPE, YELLOW	LF	1,250.00	\$ 2.60	\$3,250.00
626-H004	THERMOPLASTIC LEGEND, WHITE	SF	1,400.00	\$ 1.61	\$2,254.00
626-H005	THERMOPLASTIC LEGEND, WHITE	LF	6,500.00	\$ 3.47	\$22,555.00
627-0001	RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	EA	88.00	\$ 8.00	\$704.00
627-L001	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	EA	1,575.00	\$ 6.00	\$9,450.00

Additional Contract Time: 113 Calendar Days

Total For Change Order



SUPPLEMENTAL AGREEMENT | CHANGE ORDER

Hemphill Construction Company, Inc.
 PO Drawer 879
 Florence, MS 39078

Distribution	
Y	City of Jackson
Y	Crows Engineering, PLLC
Y	N/A

Project: West Capital Street Improvements
 Jackson, MS

Contract Number: 1984014.801 022019

Change Order #: PO 2

To (Contractor): Hemphill Construction Company, Inc.
 PO Drawer 879
 Florence, MS 39078

Change Order Date: 10/17/22

You are directed to make the following changes in this Contract:

C.O. Item	Contract Item	LRN	WVTS	Unit Price	Amount
<small>Not to be completed by contractor and not used. Signatures of the Contractor below the Contract line represent approval and acceptance of the Contract Sum of \$1,000,000.00.</small>					
The original Contract Sum was					\$ 1,000,007.00
The net change by previously authorized Change Orders was					\$
The Contract Sum prior to this Change Order was					\$ 1,000,007.00
The Contract Sum will be increased /decreased by this Change Order					\$ 2,187,891.34
The new Contract Sum will be					\$ 3,187,898.34

Authorized By Owner | BC:
 City of Jackson
 219 South President Street
 Jackson, MS 39205

Accepted By Contractor:
 Hemphill Construction Company, Inc.
 PO Drawer 879
 Florence, MS 39078

Architect/Engineer:
 Crows Engineering, PLLC
 1000 South Main Street
 Jackson, MS 39201

By: _____
 Date: _____

Richard Ak...
 Date: 10/17/22

Calvin...
 Date: 10/17/2022

10/17/2022 11:05

ORDER AUTHORIZING TASK ORDER 3A TO A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH WEI/AJA, LLC FOR CONSENT DECREE PROGRAM MANAGEMENT SERVICES FOR A TERM BEGINNING OCTOBER 1, 2022 THROUGH MARCH 31, 2023

OFFICE OF THE CITY ATTORNEY
10/25/2022

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, the City recently approved ratification of Task Order 2 for consent decree program management services in an amount not to exceed \$2,210,340.00 provided funding for the services for fiscal year 2022, beginning October 1, 2021 and ending September 30, 2022; and

WHEREAS, due to negotiations with the U.S.E.P.A. and the United States Department of Justice, the Department of Public Works is uncertain about the future management of operations of the Water-Sewer Utility, such that the Department recommends limiting the length of a new task order for Fiscal Year 2023 to a term of six months; and

WHEREAS, WEI/AJA, LLC recently proposed Task Order 3 for Fiscal Year 2023 in the amount \$1,336,512.00; and

WHEREAS, the Department of Public Works recommends a Task Order 3A with WEI/AJA, LLC for a term of October 1, 2022 through March 31, 2023 in an amount not to exceed \$678,256.00.

IT IS, THEREFORE, ORDERED that Task Order 3A, under the existing General Engineering Services Agreement for Consent Decree Program Management Services, in an amount not to exceed \$678,256.00, which reflects services be performed between October 1, 2022 through March 31, 2023 is authorized.

**Agenda Item No. 36
October 25, 2022
(Hillman, Lumumba)**

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1700
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
10/21/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING TASK ORDER 3A TO A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH WEI/AJA, LLC FOR CONSENT DECREE PROGRAM MANAGEMENT SERVICES FOR A TERM BEGINNING OCTOBER 1, 2022 THROUGH MARCH 31, 2023** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel*

10/21/22
DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
October 20, 2022

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER AUTHORIZING TASK ORDER 3A TO A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH WEI/AJA, LLC FOR CONSENT DECREE PROGRAM MANAGEMENT SERVICES FOR A TERM BEGINNING OCTOBER 1, 2022 THROUGH MARCH 31, 2023
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	\$678,256 for Task Order 3A
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

Council Agenda Item Memorandum

To: Hon. Chokwe Antar Lumumba, Mayor

From: Jordan Hillman, Interim Director
Department of Public Works



Date: October 20, 2022

Background:

Attached you will find an item for the City Council Agenda authorizing Task Order 3A under a professional general engineering service agreement with WEI/AJA, LLC. Task Order 3A for the purpose of providing continued assistance to the Department of Public Works with the City's Clean Water Act Consent Decree.

Due to uncertainties as to the outcome of negotiations with the U.S.E.P.A. and DoJ, the Department of Public Works recommends approving a task order for six months beginning October 1, 2021 and continuing through March 31, 2023. This Task Order 3A consists of the same services proposed by WEI/AJA in its Task Order 3 for the entire Fiscal Year 2023, minus funding for the Supplemental Environmental Project, but adding support for billing one of the City's interjurisdictional customers, for a six-month period. The not to exceed amount of Task Order 3A is 678,256.00.

It is the recommendation of this office that Task Order 3A with WEI/AJA, LLC be authorized. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Task Order #3	 WAGGONER  WEI/AJA, LLC
Additional Pages Attached: 16	
Date of Task Order: October 1st, 2022	
TASK ORDER TO THE GENERAL SERVICES AGREEMENT BETWEEN WEI/AJA, LLC AND CITY OF JACKSON	

This Task Order to the General Services Agreement between WEI/AJA, LLC and City of Jackson dated October 1, 2022, is a part of and is subject to all the terms and conditions of the Agreement, unless specifically provided otherwise herein.

1. **Project Name:** Jackson Consent Decree – Program Management Services
2. **Project Number:** 0020236.003
3. **Project Manager for Client:** Jordan Hillman – Interim Public Works Director
4. **Project Manager for Waggoner:** Jennifer Jorge, Ph.D. – Program Manager
5. **Method of Compensation:** Hourly
6. **Task Order #3 Estimated Cost:** \$ 1,506,512 (Refer to Appendix 2)
7. **Scope of Work:** Refer to Appendix 1
8. **Schedule of Performance:** October 1st, 2022 through September 30, 2023
9. **Approved Subconsultants:** Waggoner Engineering, Inc.; AJA Management & Technical Services; Q Solutions, Inc.; Hydro Flow Solutions LLC.
10. **Special Provisions:** None

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their duly authorized representatives effective as of the date set forth above.

CITY OF JACKSON

By: _____
Jordan Hillman

Title: Interim Public Works Director

WEI/AJA, LLC

By: Emad Al-Turk
Emad Al-Turk, P.E.

Title: Member

By: Andrew Jenkins
Andrew Jenkins

Title: Member

Appendix 1

Task Order 1B

1. GENERAL

This Task Order 3 is for services by the Program Manager, WEI/AJA, LLC during FY2023. The City of Jackson (Owner, Client) acknowledges that it is currently not in compliance with the requirements of its Consent Decree with the United States Environmental Protection Agency, due to inadequate financial and staffing resources, inadequate management systems, competing capital needs, and overall program affordability issues. The Owner is subject to stipulated penalties for failure to comply with Consent Decree requirements. Owner acknowledges that it is solely responsible for all stipulated penalties assessed for noncompliance and that these stipulated penalties are due to no fault of the Program Manager. Owner acknowledges that Program Manager will provide the limited Basic Scope of Services described below without expectation that Consent Decree compliance will be achieved as a result thereof.

2. BASIC SCOPE OF SERVICES PROVIDED BY PROGRAM MANAGER

The following limited and specific Program Management Services as identified in this Appendix 1 to Exhibit A, are to be provided by Program Manager (PGM) under this Task Order. These services are consistent with the Scope of Services that is part of the General Services Agreement between The City of Jackson and WEI/AJA, LLC. **The Services under this task order will be performed to the extent that the hours approved allow.**

TASK SERIES 100 - PROGRAM MANAGEMENT AND ADMINISTRATION

101 Program Management Leadership Team

~~The Program Manager (PGM) will provide Program Management services and will lead the program management team to perform the specific tasks defined in this Appendix 1. PGM will assist the City in performing financial planning; assist the City and their outside consultants with Consent Decree modification negotiations with the US Environmental Protection Agency (USEPA), the US Department of Justice (USDOJ) and Mississippi Department of Environmental Quality (MDEQ); will develop Consent Decree program compliance reporting; will support the implementation of required Capacity Management, Operation and Maintenance (CMOM) Programs; will support the execution of assessments, rehabilitation, construction and replacement of wastewater infrastructure; will provide, at the City's request, the PGM will pursue additional sources of funding at the federal and state levels, in support of Citywide short term and long term planning and infrastructure capital needs, and in support of new initiatives; and will assist to implement the City's Supplemental Environmental Project (SEP) as defined herein. Charges to these activities will include meetings and expenses related with upper management meetings between Owner and WEI/AJA, LLC to inform, address and direct decisions that impact the execution of the Consent Decree Program.~~

Due to City's budgetary constraints, no work is planned for this task order.

102 Program Administration

The PGM will provide Program Administration services, including:

- a) Performance and monitoring of the PGM's Scope of Services defined in this Task Order to meet contract requirements;
- b) Review and monitoring of the PGM's budget utilization for this Task Order;
- c) Develop and implement an internal Quality Assurance/Quality Control (QA/QC) plan for the PGM's services;
- ~~d) Assist the City with the development of Consent Decree modification strategies and negotiation assistance between the City, its outside Legal Counsel, its outside Consultant, USEPA, USDOJ and MDEQ.~~
- e) Continue to assist the City in responding to City Council's requests for information regarding sanitary sewer failures and overflows reported by City staff, Consent Decree Program activities, ~~rate increase recommendations~~, and related information for capital improvement planning at the request of the Director.
- f) Data management for Wastewater Collection and Transmission System (WCTS) assets, including Data Management System (DMS) support, Management Information System (MIS) support, field data collection and analysis. ~~Consent Decree related CIP planning, and asset management.~~

103 Program Progress Meetings

103.1 Program Management Progress Meetings

PGM will conduct periodic program progress meetings as needed, with the PGM management team and the Director of Public Works Department to review progress of on-going Consent Decree activities, issues, budget, schedule and Program status. **Monthly, up to twelve (12) program management progress meetings will be conducted under this Task Order. Only the Program Manager and the Senior Engineer (or designees) will participate.**

103.2 Regulatory Program Progress Meetings

PGM will conduct monthly regulatory program progress conference calls or meetings with the City, EPA and MDEQ to discuss the City's efforts to achieve compliance with the Consent Decree. Monthly, up to twelve (12) regulatory program progress meetings will be conducted under this Task Order. **Only the Program Manager and the Senior Engineer (or designees) will participate.**

104. Develop Program Management Plan (PMP) Work Plan

Due to City's budgetary constraints, no services are planned under this Task Order.

105. Regulatory Reporting

The PGM will develop and submit for final City approval the City the following regulatory reporting requirements under this Task Order Amendment period of performance, as follow:

- a) Quarterly Reports per Consent Decree Chapter 9 Reporting Requirements that are to be submitted under this Task Order Amendment period of performance: October 30, 2022, January 30, 2023, April 30, 2023, July 30, 2023 and October 30, 2023 (to be finalized and submitted under future Task Order).
- b) Semi-Annual Reports per Consent Decree Chapter 9 Reporting Requirements due February 30, 2023 and September 30, 2023.
- c) Annual Report per Consent Decree Chapter 9 Reporting Requirements due April 30, 2023.
- d) SEP Semi-Annual Reports per Consent Decree Chapter 9 Reporting Requirements due January 30, 2023 and July 30, 2023.

106 Alternative Finance and Project Delivery Services

Due to City's budgetary constraints, no services are planned under this Task Order.

107 Financial Capability Assessment

Due to City's budgetary constraints, no services are planned under this Task Order.

107.1 Update Long Term Cash Flow Model

Due to City's budgetary constraints, no services are planned under this Task Order.

107.2 Ongoing Financial Related Consent Decree Support

Due to City's budgetary constraints, no services are planned under this Task Order.

107.3 Monthly Update of Short Term Cash Flow Model

Due to City's budgetary constraints, no services are planned under this Task Order.

107.4 Assist in Development of Water/Sewer User Rates

Due to City's budgetary constraints, no services are planned under this Task Order.

108 Sustainability

Due to City's budgetary constraints, no services are planned under this Task Order.

109 Support Public Works Department Staff

PGM will support City staff with the following services: determination of wholesale customer wastewater bill adjustments based on actual metered consumption; West Bank Interceptor flow monitoring data review and review of similar flow data throughout the collection system; verify potential impact of SSOs; GIS data management assistance; development of wastewater system mapping and presentation graphics. The PGM, if requested, will also assist the City staff in performing an Organizational Needs Assessment to determine the personnel needs to comply with the current and proposed Modified Consent Decree. The PGM may also provide management and implementation personnel, as allowed per the hours permitted under this task, until such time as the City can hire and train the appropriate staffing levels.

110 MBE/FBE Capacity Development

~~Due to City's budgetary constraints, no services are planned under this Task Order.~~

111 Small Local Business Enterprise Program Development

~~Due to City's budgetary constraints, no services are planned under this Task Order.~~

112 JSU Strategic Partnership

~~Due to City's budgetary constraints, no services are planned under this Task Order.~~

113 Public Works Department Workforce Development

~~Due to City's budgetary constraints, no services are planned under this Task Order.~~

114 Integrated Planning

~~Due to City's budgetary constraints, no services are planned under this Task Order.~~

115 Regional Wastewater Authority

~~Due to City's budgetary constraints, no services are planned under this Task Order.~~

116 Consent Decree Program Coordination

~~Due to City's budgetary constraints, no services are planned under this Task Order.~~

117 Consent Decree Modification Technical Services

~~PGM will assist the City, its outside legal counsel and outside Consultant(s) with developing strategies to seek modification of the City's existing Consent Decree and provide technical assistance, data research, presentation graphics and GIS exhibits, as needed.~~

~~Due to City's budgetary constraints, no services are planned under this Task Order.~~

TASK SERIES 200 – PROJECT CONTROLS

The PGM shall provide the following Project Controls services:

201 Financial Management

201.1 Gather, Monitor and Report Consent Decree-Related Financial Information

Review and update the forecasted Consent Decree Program budgetary costs using the short-term financial model and current financial status of the program using the long-term financial model based on tracking Consent Decree project costs, WRUA departure from City system and other known City water and sewer capital improvement projects. The short-term financial model and long-term financial model, developed by others, will be provided to the PGM.

202 CIP Development and Funding Source Support

~~The existing Consent Decree CIP, to be provided by the City's outside Consultant, will be updated based on required new projects and their estimated costs. Based on the proposed Consent Decree Modification expected to be submitted to EPA on November 2021, the PGM will support the City's outside Consultant perform the update of the CIP, as necessitated by the proposed Modification to the Consent Decree. The CIP will be updated periodically by the City's outside Consultant based on the proposed Consent Decree Modifications; this CIP and future updates will all be provided to the PGM. PGM will investigate and recommend funding alternatives for CIP implementation.~~

At the City's request, the PGM will pursue additional sources of funding at the federal and state levels, in support of Citywide short-term and long-term planning and infrastructure capital needs, and in support of new initiatives.

203 Schedule Management

~~Due to City's budgetary constraints, no services are planned under this Task Order.~~

204 Data Management Assistance

~~Due to City's budgetary constraints, no services are planned under this Task Order.~~

205 Project Controls Reporting

The PGM will prepare a monthly progress report documenting the status of work progress for the specific activities defined in the Basic Scope of Services of this Task Order and submit to the City with each monthly invoice.

206 Project Development

~~Due to City's budgetary constraints, no services are planned under this Task Order.~~

207 Wastewater Treatment Plants

~~Operational and maintenance evaluation of the Trahon Wastewater Treatment Plant Facility needs.~~

~~Due to City's budgetary constraints, no services are planned under this Task Order.~~

TASK SERIES 300 – PROJECT DELIVERY

As described in the Framework for Material Modification of Consent Decree prepared and submitted by City to EPA on October 4, 2018, the City's financial constraints necessitate the "right-sizing" of the City's Consent Decree program to be financially sustainable over the duration of the modified Consent Decree. The City proposes to redesign the process for how its wastewater system is evaluated and rehabilitated, by being data driven, flexible and based on collection system needs. The City proposes to continue to use a multi-phased approach to evaluate and rehabilitate the City's wastewater collection system with its primary focus on the reduction of dry-weather SSOs and restoration of existing capacity through system renewal.

301 Project Development

301.1 Collection System Improvements – Phase 1 Construction Phase

~~Due to City's budgetary constraints, no services are planned under this Task Order.~~

301.2 Wastewater Collection and Transmission System

Resume Sewer System Map Corrections & Gather Attribute Information.

301.3 Wastewater Treatment Plants – Trahon Facilities Plan and Application

~~Due to City's budgetary constraints, no services are planned under this Task Order.~~

301.4 GIS and Asset Management Needs Assessment

~~Assist City in the development and implementation of GIS system to assure that wastewater system changes are captured in the City's GIS. Activities to be performed include:~~

- ~~a) Review data governance (DG) and business processes in place as they pertain to wastewater infrastructure assets and recommend modifications as needed for streamlined use;~~
- ~~b) Review and assess existing databases for the wastewater infrastructure system;~~
- ~~c) Review state of attributes and research sources for missing attributes;~~
- ~~d) Review existing metadata and research sources for missing metadata;~~
- ~~e) Proceed with incorporation of missing attributes and missing metadata;~~
- ~~f) Implementation of the electronic Sanitary Sewer Overflow Report System;~~
- ~~g) Continue support for maintaining Heat Map of ongoing sanitary sewer overflows;~~

302 RFQ/P Development

~~Due to City's budgetary constraints, no services are planned under this Task Order.~~

303 Proposal Solicitation

~~-Due to City's budgetary constraints, no services are planned under this Task Order.~~

304 Project Management

PGM will assist the City, to the level the City requests, and provide project management services as described in PGM's Scope of Services to manage the following Consent Decree Projects contracted directly by City with others:

304.1 Construction of Savanna WWTP Type I & Type II Repairs/Improvements

Due to City's budgetary constraints, no services are planned under this Task Order.

304.2 Design of Collection System Improvements, Phase 1

~~Administration assistance for the Requests for Bids and invoicing the design, construction and other applicable costs to Mississippi Department of Environmental Quality (MDEQ) for purposes of disbursement of State Revolving Loan (SRF) Collection System Improvements, Phase I.~~

Due to City's budgetary constraints, no services are planned under this Task Order.

304.3 Supplemental Environmental Project

Due to City's budgetary constraints, no services are planned under this Task Order.

304.4 Cleaning/CCTV Contracts

Cleaning and CCTV for Project Areas within the Wastewater Collection System Improvements Facilities Plan or as needed by the City of Jackson.

305 Technical Coordination

Program Manager will provide technical coordination and review for:

305.1 Savanna WWTP Type 1 and Type II Repairs/Improvements

Due to City's budgetary constraints, no services are planned under this Task Order.

305.2 Design of Collection System Improvements, Phase 1

Due to City's budgetary constraints, no services are planned under this Task Order.

305.3 Supplemental Environmental Project

~~Supplemental Environmental Project addressing technical issues and questions, and provide input to City on technical measures required to meet Consent Decree Requirements.~~

Due to City's budgetary constraints, no services are planned under this Task Order.

305.4 Coordination with Outside Consultants

Program Management Team will provide technical coordination with outside consultants as allowed in the Task Order.

306. Hydraulic Modeling

Due to City's budgetary constraints, no services are planned under this Task Order.

307 Capacity Assurance Program (CAP)

Due to City's budgetary constraints, no services are planned under this Task Order.

TASK SERIES 400 – FIELD SERVICES

401 SSO Site Investigations

The PGM will review work by City personnel in investigating SSO Sites. The PGM will continue to provide recommendations to the City to improve procedures and reporting.

402 311 Service Request Assistance

The PGM will review work by City personnel in researching and investigating outstanding Service Requests in the City's 311 system. The PGM will provide recommendations to the City to improve procedures.

403 System Repair Site Assessments

The PGM will review work by City personnel in assessing collection system sites which require the procurement of outside contractors to correct the system deficiency.

TASK SERIES 500 – PUBLIC OUTREACH

501 Develop Specific Communications Protocols and Strategies

Due to City's budgetary constraints, no services are planned under this Task Order.

502 Program Website and Social Media

Due to City's budgetary constraints, no services are planned under this Task Order.

503 Communications Plan Development

Due to City's budgetary constraints, no services are planned under this Task Order.

504 Program Update Presentations

Due to City's budgetary constraints, no services are planned under this Task Order.

505 Internal and External Stakeholder Engagement and Support

Assist the City with communicating Consent Decree Program and project requirements with internal and external stakeholders such as City Council, City, other local governments, grant funding agencies, and state and federal agencies. Prepare program update materials for presentations to City Council as requested by the Public Works Director.

Due to City's budgetary constraints, no services are planned under this Task Order.

TASK SERIES 600 – CMOM OPERATIONAL SUPPORT SERVICES

In the Framework for Material Modification of Consent Decree submitted by City to EPA on October 4, 2018, the City proposes to right-size its CMOM programs to focus its limited resources on those programs where the City can gain the greatest environmental and human health benefits based on the financial resources available to the City. The City is requesting a schedule extension to fully implement certain priority MOM programs and to defer the remainder of the CMOM programs. Some, but not all, elements of the priority MOM programs listed below are being implemented right now by City, but additional time is needed to complete their full implementation. In comparison, little or no work has been completed by City to implement the other MOM programs listed below. The City has not committed resources to these other programs because of a lack of financial and staff resources, and the possibility that capacity-driven MOM programs are not an appropriate financial commitment considering the shrinking customer base and lack of economic development in the City, along with the departure of WRUA as a satellite customer.

a) Priority Management, Operations and Maintenance Programs

Under the proposed Framework for Material Modification of Consent Decree, the City is seeking a schedule extension to fully implement the priority MOM programs listed below. Although most of these programs are at least 80% fully implemented, final dates of implementation will be proposed based on the results of the City's long-term financial plan currently under development and a consensus among the City, EPA and MDEQ on funding available to the City. PGM will assist City in assessing the extent to which each of the following MOM programs have been implemented by City staff and reporting findings to EPA and MDEQ:

- i. Training Program (fully implemented)
- ii. Sewer Overflow Response Program
- iii. Inter-Jurisdictional Agreement Program (fully implemented)
- iv. Pump Station Operations Program
- v. Fats, Oil and Grease (FOG) Program (fully implemented)
- vi. Pump Station Preventive Maintenance Program
- vii. Gravity Line Preventive Maintenance Program
- viii. WWTP Operation and Maintenance Program (fully implemented)
- ix. Financial and Cost Analysis

b) Other MOM Programs

Under the proposed Framework for Material Modification of Consent Decree, the City is seeking to defer the following CMOM programs to a later date or eliminate them from the CMOM programs required by Consent Decree to focus the City's limited resources on full implementation of the priority MOM programs listed above:

- i. Capacity Assurance Program
- ii. Private Lateral Program
- iii. Water Quality Monitoring Program

No support services to further implement these other MOM programs are planned under this Task Order.

601 Training Program

~~The PGM will assist the City, as needed with the continued implementation of its EPA-approved CMOM Training Program, which has been deemed fully implemented.~~

Due to City's budgetary constraints, no services are planned under this Task Order.

602 Sewer Overflow Response Plan (SORP)

PGM will assist the City with implementation of its current EPA-approved SORP under this Task Order by performing the following tasks:

- a) Conduct a review of the City's current practices and procedures for responding to SSOs, including building backups and the City's response follow-up with the entity reporting the backup and the reporting of building backups to State and local authorities. Work with City staff to identify changes in SORP to improve implementation and reduce staffing requirements without adversely impacting achievement of plan objectives. Evaluate the appropriateness of the City's response activities and make recommendations for modification if appropriate.
- b) Maintain SSO and SORP databases to document SSOs and prohibited plant bypasses reported by City staff.
- c) Provide technical support to City for implementation of its SORP upon request.
- d) Review SSO reports and data generated by City staff and provide comments to City.

603. Inter-Jurisdictional Agreement Program

Due to City's budgetary constraints, no services are planned under this Task Order.

604. Private Lateral Program

Due to City's budgetary constraints, no services are planned under this Task Order.

605. Water Quality Monitoring Program

Due to City's budgetary constraints, no services are planned under this Task Order.

606. Pump Station Operations Program

Due to City's budgetary constraints, no services are planned under this Task Order.

607. Fats, Oils and Grease (FOG) Control Program

PGM will continue to assist the City with implementation of its EPA-approved FOG Program under this Task Order by performing the following tasks based on the reduced number of hours under this Task Order:

- a) PGM will serve as the City's FOG Control Program Coordinator and provide field inspectors to perform food service establishment inspection activities.
- b) Assist the City with updating and maintaining its food service establishment database to record field inspection of grease control devices, program compliance, violations, and enforcement action taken by City, the City issuance of Certificate of Occupancy and Code Compliance Certificate to new and remodeled FSEs, the achievement of key performance indicators, and other relevant program information.
- c) Produce reports of FSE inspection findings and notifications of non-compliance issued by City.

- d) Assist City with the Public Outreach of the FOG Program to both FSEs and residents.
- e) Report any issues to the City's Public Works Director and to the City's management structure, as needed.
- f) Review overall requirements of the program for full implementation and revise the currently approved FOG Program Report to reflect the current activities of the City to maintain compliance.

608. Pump Station Preventive Maintenance Program

PGM will continue to assist the City with implementation of its EPA approved Pump Station Preventive Maintenance Program under this Task Order by performing the following tasks:

- a) Meet monthly or participate in telephone conference meeting with City and City's Contract Operator to review program metrics and discuss issues related to pump station maintenance.
- b) Review monthly maintenance reports and provide comments to City.
- c) Monitor the planned completion of pump station upgrades and corrective maintenance for the "pump around" piping connections and the emergency electrical quick disconnect connections for an emergency generator, if funding is available. Review the prioritization of pump station upgrades established by City and its Contract Operator and provide comments to City for its consideration.
- d) Review and comment on the design and construction of pump station upgrades if funding is available.
- e) Report any Consent Decree compliance issues or potential impacts to compliance to the City's Public Works Director and to the City's management structure, as needed.

Due to City's budgetary constraints, no services are planned under this Task Order.

609. Gravity Line Preventive Maintenance Program

PGM will assist the City in implementing its EPA approved Gravity Line Preventive Maintenance Program under this Task Order to repair existing faulty sewers on the City's list of priority projects.

Due to City's budgetary constraints, no services are planned under this Task Order.

610. WWTP Operations and Maintenance Program

PGM will continue to assist the City with implementation of its EPA approved WWTP Operations and Maintenance Program under this Task Order by performing the following tasks:

- a) Review cost proposals prepared by City's Contract Operator for justification of proposed improvements at the Savanna WWTP, lift stations and other treatment facilities.
- b) Monitor Contract Operator's performance to prevent Contractor from impeding facility upgrades under this Consent Decree Program to achieve compliance.
- c) Meet monthly or participate in telephone conference meeting with City and its WWTP Contract Operator to review program metrics and discuss issues related to plant operations and maintenance.
- d) Review monthly operations reports and provide review comments to City.
- e) Report any Consent Decree compliance issues or potential impacts to compliance to the City's Public Works Director and to the City's management structure, as needed.

Due to City's budgetary constraints, no services are planned under this Task Order.

611. Capacity Assurance Program

Due to City's budgetary constraints, no services are planned under this Task Order.

612. Financing & Cost Analysis Program

Due to City's budgetary constraints, no services are planned under this Task Order.

613. Supplemental Environmental Project (SEP)

PGM will continue to assist the City with implementation of the Supplemental Environmental Project (SEP) required under the Consent Decree by performing the following tasks:

- a) Provide a project manager to lead the implementation of the overall SEP program and provide oversight of all major elements of the program, including public outreach and participation, property owner qualification and City agreement execution, service lateral condition assessment and repair, and disconnection of illicit connections for only the approved SEP applications on record.
- b) Review and evaluate the existing potential SEP participant's applications not previously approved and determine which applicants meet the project qualifications requirements. No new or additional SEP applications will be requested or considered for further action at this time.
- c) PGM will manage and procure the CCTV inspection of service laterals and determine the repair or rehabilitation required for each property only for the current approved SEP applications
- d) PGM will review CCTV data completed by others to determine the extent of sewer lateral repairs needed to prevent excessive I/I flow.
- e) Use the City's Unit Price Term Bid Contracts or assist the City with soliciting bid proposals from local plumbing contractors to make service lateral repairs that are recommended based on CCTV inspection. Consideration will also be given to the City establishing unit prices for all contractors to perform lateral repairs.
- f) Review invoices from City's Unit Price Term Bid Contractors or local plumbing contractors for acceptance and recommend payment by City as appropriate for completed work properly performed.

4. ADDITIONAL SERVICES

Any work activities requested by City that are not specifically stated in the Basic Scope of Services listed above, will be classified as Additional Services. Additional Services will not be performed by Program Manager unless the City provides written authorization to Program Manager that includes the scope of work for each Additional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Additional Services will include, but not be limited to:

- A. Meetings with local, State, or Federal agencies beyond those defined under the Basic Scope of Services of this Amendment.
- B. Appearances at public hearings or before special boards beyond those defined under the Basic Scope of Services of this Amendment.
- C. Field subsurface investigations, geotechnical investigations, environmental site assessments, or easement or right-of-way selection, preparation, appraisals, negotiation, or acquisition work.

- D. Changes in the general scope, extent, design, or character of the Consent Decree Program, including, but not limited to:
 - i. Changes in size or complexity;
 - ii. City's program schedule, design, or character of the construction of projects included in the Consent Decree program;
 - iii. Method of financing or availability of funding;
- E. Review and correct errors and inaccuracies in City's GIS data to extent needed to implement Consent Decree Program projects.
- F. Assist City with development and implementation of other public infrastructure programs and capital projects to be integrated with the Consent Decree Program, including program management, program controls, data management, project delivery, construction management support services, and public outreach assistance.
- G. Conduct additional sewer cleaning and CCTV inspection of faulty sewers, beyond those services described within this Task Order.
- H. Develop and implement a value-engineering program to help achieve cost-effective designs of individual projects by Design Professionals.
- I. Develop and implement a Contractor outreach program to increase competitive bidding.
- J. Support City staff with wastewater utility CMOM program implementation and Supplemental Environmental Project implementation beyond the task descriptions as defined in the Basic Scope of Services of this Task Order.
- K. Any program management service not planned for under this Task Order as indicated in the description of the Basic Scope of Services.
- L. Completion of a modified Sewershed Prioritization Report, based on approved modification(s) to the Consent Decree.

5. OWNER'S RESPONSIBILITIES

- A. Fulfill all the Owner's responsibilities defined in Article 2 of the Agreement Between Owner and Program Manager.
- B. Designate a person to act as the point of contact on behalf of the Owner with respect to the management of this Program Manager Agreement.
- C. Furnish all Owner's standard documents and procedures pertaining to the Consent Decree Program activity.
- D. Provide data and information applicable to the Consent Decree Program prepared by or resulting from services rendered by others including contracts, designs, construction, and planning documents.
- E. Furnish environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies and other special data or consultations not covered in this document.
- F. Provide access to and make all provisions for the Program Manager to enter public and private property as required to perform the services under this Agreement.

- G. Provide labor and safety equipment to open and protect manholes and/or operate equipment, valves, or other system elements as required by the Program Manager.
- H. Cover all costs incident to compliance with the requirements of the Owner's responsibilities.
- I. Provide, as may be required for the Consent Decree Program:
 - i. Contract administration, Accounting, bond and financial advisory, and insurance counseling services;
 - ii. Legal services as Owner may require or Program Manager may reasonably request for legal issues pertaining to the Consent Decree Program, including any issues that may be raised by professional services providers or construction contractors working on program projects, or the City seeking a Consent Decree Modification, or the City seeking a waiver of any stipulated penalties for failing to perform any obligation required by the Consent Decree;
 - iii. All accounting, budgeting, financial records to track revenues and expenditures for the Consent Decree Program.
- J. Review PGM's work products and deliverables in a timely manner and provide review comments as needed to meet City Consent Decree obligations and timely execution of the Consent Decree program.
- K. Submit all reports and compliance submittals to regulatory agencies required by Consent Decree.
- L. Provide PGM ready access to Consent Decree Program project cost and contracting information for the monitoring and reporting of project status.
- M. Provide a project manager to manage the work performed by Unit Price Contractors to repair faulty sewers on priority projects, including the monitoring of scope of work, schedule, budget, and risk exposure to City.

6. TIMES FOR RENDERING TASK ORDER SERVICES

This Task Order is for the limited and specific program management services defined above to be provided for the twelve (12) month period from **October 1, 2022** through **September 30, 2023**.

7. OTHER MODIFICATIONS TO AGREEMENT - NONE

8. ATTACHMENTS - NONE

9. DOCUMENTS INCORPORATED BY REFERENCE- NONE

Appendix 2
Task Order 3
Budget

Draft

Project Name: [Blank]
 Project Number: [Blank]
 Client: [Blank]
 Project Manager: [Blank]
 Project Period: [Blank]

REI - AIA LLC BUDGET - Task Order #1 October 2023 through September 2024

Classification	Project #	Project Name	Project Manager	Project Period	Project Status	Project Type	Project Location	Project Description	Budget		Actual		Variance		Total																			
									Original	Current	Original	Current	Original	Current																				
100	100	Project 100	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]																			
200	200	Project 200	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]																			
300	300	Project 300	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]																			
400	400	Project 400	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]																			
500	500	Project 500	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]																			
600	600	Project 600	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]																			
700	700	Project 700	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]																			
800	800	Project 800	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]																			
900	900	Project 900	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]																			
Total									540	524	0	0	0	0	316	341	0	68	0	65	212	83	48	1,060	1,012	48	2,124	0	156	622	0.54	\$1,506.51		
Budget Total									641,141	\$344,541	0	0	0	0	12	\$190,818	\$186,918	\$40,000	10	\$197,848	\$46,448	\$12,000	\$12,480	\$178,000	\$172,000	\$6,000	\$6,720	\$291,020	0	\$46,720	\$96,000	112-113	(\$1,474,387)	(\$1,408,337)

WEI Rates for WEI/AJA, LLC

EMPLOYEE CATEGORY	Proposed 2023 Rate	2022 Rate	
Sr Principal	\$295.00	\$295.00	Per Hour
Principal	\$265.00	\$265.00	Per Hour
Sr. Discipline Manager/Program Manager	\$275.00	\$250.00	Per Hour
Discipline Manager	\$225.00	\$205.00	Per Hour
Sr Group Manager	\$240.00	\$220.00	Per Hour
Group Manager	\$240.00	\$215.00	Per Hour
Sr Project Manager	\$260.00	\$235.00	Per Hour
Project Manager	\$240.00	\$220.00	Per Hour
Sr Project Engineer	\$240.00	\$220.00	Per Hour
Project Engineer	\$205.00	\$185.00	Per Hour
Engineer Intern	\$165.00	\$150.00	Per Hour
Graduate Engineer	\$160.00	\$145.00	Per Hour
Program Coordinator	\$195.00	\$175.00	Per Hour
Architect	\$205.00	\$185.00	Per Hour
Project Controls	\$140.00	\$125.00	Per Hour
Grant Manager	\$150.00	\$135.00	Per Hour
Grant Specialist	\$115.00	\$105.00	Per Hour
Watershed Planner	\$175.00	\$160.00	Per Hour
Environmental Scientist	\$195.00	\$175.00	Per Hour
GIS Manager	\$190.00	\$170.00	Per Hour
Senior Designer	\$175.00	\$160.00	Per Hour
Engineering Technician	\$95.00	\$85.00	Per Hour
Engineering Technician II	\$120.00	\$110.00	Per Hour
GIS Specialist	\$170.00	\$155.00	Per Hour
GIS Analyst	\$150.00 ####	\$110.00	Per Hour
GIS Analyst Intern	\$90.00	\$80.00	Per Hour
Junior Planner	\$115.00	\$105.00	Per Hour
Senior Technician	\$165.00	\$150.00	Per Hour
Technician	\$145.00	\$130.00	Per Hour
Technician Intern	\$125.00	\$115.00	Per Hour
Administrative I	\$95.00	\$85.00	Per Hour
Administrative II	\$120.00	\$110.00	Per Hour
FOG Inspector Manager	\$95.00	\$85.00	Per Hour
FOG Inspector	\$90.00	\$80.00	Per Hour
NEW SSO Chaser	\$55.00	\$50.00	Per Hour
Marketing Coordinator	\$195.00	\$175.00	Per Hour
Construction Manager	\$195.00	\$175.00	Per Hour
SEP Const. Coordinator	\$170.00	\$155.00	Per Hour
Construction Rep I	\$155.00	\$140.00	Per Hour
Construction Rep II	\$180.00	\$165.00	Per Hour
IT Director	\$155.00	\$140.00	Per Hour
P C Technician	\$65.00	\$60.00	Per Hour
Survey Supervisor/ PLS	\$200.00	\$180.00	Per Hour

No Change in Rates Below

Survey Crew*

One Man Robotic Total Station/GPS Crew	\$160.00	\$160.00	Per Hour
Two Man	\$180.00	\$180.00	Per Hour
Three Man	\$225.00	\$225.00	Per Hour
Four Man	\$270.00	\$270.00	Per Hour

Cadd/Gis Equipment	\$22.00	\$22.00	Per Hour
Four Wheeler	\$32.00	\$32.00	Per Hour

IRS Current Standard Mileage Rate	Actual	Actual	Per Mile
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REIMBURSABLE EXPENSES

Actual Expense + .10%

PHOTOCOPIES

Copiers

Black & White Letter & Legal	\$0.15	\$0.15	Per Copy
11x17	\$0.25	\$0.25	Per Copy
12x18	\$0.30	\$0.30	Per Copy
Color	\$1.10	\$1.10	Per Copy

Plotters

Black & White

11x17	\$4.00	\$4.00	Per Copy
12x18	\$4.50	\$4.50	Per Copy
18x24	\$9.00	\$9.00	Per Copy
24x36	\$18.00	\$18.00	Per Copy

Color

11x17	\$15.60	\$15.60	Per Copy
12x18	\$18.00	\$18.00	Per Copy
18x24	\$36.00	\$36.00	Per Copy
24x36	\$72.00	\$72.00	Per Copy

OFFICE OF THE CITY ATTORNEY
10/26/22

ORDER AUTHORIZING THE MAYOR AND THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO EXECUTE A GRANT APPLICATION FOR UP TO SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS TO THE NATIONAL PARK SERVICE OF THE U.S. DEPARTMENT OF INTERIOR FOR A HISTORIC PRESERVATION PROJECT FROM THE AMERICAN CIVIL RIGHTS PROGRAM

WHEREAS, the African American Civil Rights (AACR) Grant Program is administered by the National Park Service of the U.S. Department of the Interior; and

WHEREAS, the goal of the National Park Service's AACR Grant Program is to preserve and protect sites associated with the struggle for equality from the transatlantic slave trade forward; and

WHEREAS, the U.S. Congress has appropriated \$21,750,000 for the AACR Grant Program in Fiscal Year 2022; and

WHEREAS, the City of Jackson's City Hall is listed on the National Register of Historic Places; and

WHEREAS, the City of Jackson's Department of Planning and Development seeks to submit a grant application to the AACR Grant Program for the repair and rehabilitation of the City of Jackson's City Hall according to the Secretary of the Interior's Standards for Archaeology and Historic Preservation;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT: the Mayor and the Department of Planning and Development will submit a grant application for up to \$750,000 to the National Park Service of the U.S. Department of the Interior for the repair and rehabilitation of the Jackson City Hall according to the Secretary of the Interior's Standards for Archaeology and Historic Preservation.

ITEM NO. 37
DATE: October 25, 2022
BY: (DOTSON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 10/25/22

DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR AND THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO EXECUTE A GRANT APPLICATION FOR UP TO SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS TO THE NATIONAL PARK SERVICE OF THE U.S. DEPARTMENT OF INTERIOR FOR A HISTORIC PRESERVATION PROJECT FROM THE AMERICAN CIVIL RIGHTS PROGRAM
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 Neighborhood Enhancement Quality of Life
3.	Who will be affected	N/A
4.	Benefits	Historic Preservation
5.	Schedule (beginning date)	Application to be submitted November 8 th 2022
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 DEPARTMENT
8.	COST	Cost of Publication of the Ordinance
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund
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

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1788

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR AND THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO EXECUTE A GRANT APPLICATION FOR UP TO SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS TO THE NATIONAL PARK SERVICE OF THE U.S. DEPARTMENT OF INTERIOR FOR A HISTORIC PRESERVATION PROJECT FROM THE AMERICAN CIVIL RIGHTS PROGRAM** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



10 | 21 | 22
Date

OFFICE OF THE CITY ATTORNEY
10/21/22



Memo

To: Chokwe Lumumba, Mayor

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

Date: 10/25/2022

Re: Agenda Item

As the guardian of many of our Nation's historic places, the National Park Service has a crucial role in preserving the history of the people of America. Built in 1846-47 by slave labor and of handmade brick, City Hall represents a great movement in the city and in the country. We believe a historic preservation application for renovation of the facility and grounds is worthy of submission, review and award.



Your consideration in this matter is appreciated.

If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1172 or e-mail cdotson@jacksonms.gov.

(photo of Jackson city hall in 1936)

OFFICE OF THE CITY ATTORNEY
A. Um
10/10/22

ORDER AUTHORIZING MAYOR TO EXECUTE A MASTER SERVICES AGREEMENT WITH METRIX SOLUTIONS, LLC TO ACQUIRE THE BARRACUDA ESSENTIAL LICENSE AND EMAIL IMPERSONATION PROTECTION AND PHISHING ATTACK TO PREVENT PERSONALIZED FRAUD ATTACKS TO THE CURRENT EMAIL SYSTEM, OFFICE 365 OUTLOOK.

WHEREAS, the Department of Information Technology recommends that the City of Jackson purchase a three-year Barracuda Essential License Subscription with the additional features of Email Impersonation Protection and Phishing Attack and Incident Response Protection that allows direct integration with the City of Jackson’s current email system, Office 365 Outlook, to prevent personalized fraud attacks that traditional email gateways cannot detect in real-time; and

WHEREAS, there have been instances where an employee receives a “spook email,” which is a technique used in spam and phishing attacks to trick users into thinking a message came from a person or entity they either know or trust; and

WHEREAS, scammers will use email spoofing to help disguise themselves as a supervisor or financial organization to trick users into performing some type of action. Scammers use this method of deception to target employee’s financial information and bank accounts; and

WHEREAS, the Department of Information Technology recommends that the Jackson City Council authorize the Mayor to enter into a three-year Master Services Agreement with Metrix Solutions, LLC, located at 190 East Capitol Street, Suite 175, Jackson, Mississippi, 39201; and

WHEREAS, the Department of Information Technology recommends that the City of Jackson purchases the Barracuda Essential License and additional features from GAS MAS Contract 47QTCA19D00MM with TD Synnex Corporation through the authorized reseller, Metrix Solutions, LLC, in an amount not to exceed \$364,167.00; and

WHEREAS, Section 31-7-59(1) of the Mississippi Code Annotated, as amended, states, “Any municipality of over one hundred thousand (100,000) population, according to the latest decennial census and qualified to do so, is hereby empowered to purchase from the General Services Administration of the United States of America, without advertising for bids, any and all articles of supplies and equipment necessary for the operation of said municipality so long as the purchase price of such articles is below the purchase price of similar articles on a state contract accepted by the Office of General Service; and

WHEREAS, Section 31-7-59(2) further states, “The aforesaid supplies and equipment may likewise be purchased from the General Services Administration without advertising for bids even though the Office of General Services does not have same listed on statewide contracts so long as the purchase price thereof is ten percent (10%) below the latest purchase price of comparable supplies and equipment; and

Agenda Item No. 38
October 25, 2022
(Reid, Lumumba)

WHEREAS, the Department of Information Technology represents that Metrix Solutions, LLC is an authorized reseller of the aforesaid products and that Metrix Solutions' proposed purchase price is ten percent (10%) below the latest purchase price of comparable supplies and equipment; and

WHEREAS, Metrix Solutions has proposed a three-year Master Services Agreement with the following terms and conditions:

1. **Services.** Metrix will provide consulting, training, systems and/or other services to customer as set forth in the Statement of Services (collectively, the "Services") on the terms and conditions set forth herein.
2. **Independent Contractor.** All Services performed by Metrix under any Agreement constitute Services as an independent contractor and not as an agent or employee of Customer. Nothing in any Agreement shall be construed to deem the parties to be acting as partners or joint ventures.
3. **Term.** This Agreement shall commence on the date of execution by the parties and remain in effect until three years from the date of execution unless otherwise terminated as set forth herein. Paragraphs 7, 8, 9, 10, 12, 13 and 14 shall survive termination of all Agreements.
4. **Termination.** Each Agreement may be canceled and terminated by either party upon thirty (30) day's advance written notice to the other party. In the event either party terminates an Agreement, Customer shall be fully responsible for (a) any and all Services provided by Metrix prior to termination; (b) the quoted price for any equipment or other materials supplied by Metrix; (c) the quoted price for any non-returnable equipment or materials ordered or purchased by Metrix for Customer; (d) any restocking or other expenses incurred by Metrix which are related to the return of any equipment or materials; and (e) any other expenses or charges incurred by Metrix in providing or in anticipation of providing the Services.
5. **Pricing and Payment.** The parties agree to the pricing and payment terms set forth in the Statement of Services. All prices and fees are exclusive of applicable taxes and Customer agrees to be responsible for all such taxes. Any payments not made to Metrix in accordance with the terms on the Statement of Services shall be assessed a late fee of one and one-half percent (1.5%) per month or, if lower, the highest legal rate allowed.
6. **Customer Representative.** Customer shall designate in writing one primary and one alternative representative at each Customer location during the term of an Agreement. These representatives shall have the authority to act on behalf of the Customer. Customer shall notify Metrix in writing in the event either the primary or alternative representative is replaced. The initial representatives are designated in the Statement of Services.

7. **Warranties.** Metrix hereby assigns to Customer all manufacturers' standard warranties with respect to any equipment purchased by Customer.

8. **Non-Solicitation of Employees.** Customer agrees not to solicit for employment or hire any employee of Metrix during the term of each Agreement and for a period of one year following the conclusion of the Services without prior written approval from Metrix. If, upon prior written approval by Metrix, an employee terminates employment with Metrix in order to accept employment with Customer, Customer will then disburse to Metrix an amount equal to a six-month compensation for said employee. Such employee's compensation shall be based upon the employee's average earnings in effect for the prior twelve-month period, including but not limited to, bonuses or incentives.

Assignment. Customer may not assign this Master Agreement or any Agreement, in whole or in part, without the prior express written consent of Metrix. Metrix may assign this Master Agreement and any Agreement pursuant to sale of all or a portion of its business, whether by asset sale, stock sale, merger or otherwise, without the consent of Customer. Subject to the provisions of this paragraph, the terms of this Master Agreement and all Agreements executed pursuant hereto shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

10. **Proprietary Rights.** All or portions of the information and materials to be supplied by Metrix hereunder, including, but not limited to, any programs or software materials and related documentation, are owned by Metrix and/or others and are proprietary in nature. Customer shall protect such information at least to the extent that it protects its own proprietary information, shall not use such information except for the purposes for which it is being made available as set forth in this Master Agreement or any Agreement and shall not reproduce, print, disclose reverse engineer or otherwise make said information available to any third party, in whole or in part, in whatever form, except as provided herein, and as may be reasonably required for Customer to provide its services to its clients as contemplated by an Agreement.

11. **Confidentiality.** Any information, whether protected by patent or copyright, including but not limited to, programs, files, specifications, plans, business information, technical information, financial information, client lists or other data either written or otherwise ("Confidential Information") which has been furnished or disclosed to the receiving party during the term of any Agreement, shall remain the property of the disclosing party and shall be considered proprietary information by the receiving party. Confidential Information shall not be reproduced, published or disclosed to any third party without the prior written consent of the disclosing party. All copies of any and all Confidential Information furnished or disclosed to the receiving party shall be returned to the disclosing party immediately upon written notice received by Metrix within 180 days from the date Customer knew or should have known of the matter which is the subject of the dispute or claim.

12. Force Majeure. Neither party shall be liable to the other for any delays or any failure to perform due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, riots, wars, embargoes, acts of any government, acts of terrorism, fires, floods, explosions, epidemics, strikes, lockouts, accidents, delays of suppliers or subcontractors. Metrix shall not be responsible for any delays or failure to perform related to Customer's failure to timely supply any requested deliverables or any other Customer delays, and Metrix's time for performance under any Agreement shall be extended accordingly.

13. Notices. Any notice and similar communications concerning this Master Agreement or any Agreement shall be in writing, and shall be either (a) delivered in person, or (b) sent to the other party by certified mail with return receipt requested or recognized overnight courier or (c) sent by facsimile, electronically confirmed and followed up immediately by regular mail. Notices shall be delivered or sent to the parties respective addresses set forth below or at such other address as either party may hereafter establish by notice given in the manner prescribed in this paragraph. A notice shall be considered given when delivered in accordance with clause (a) above or sent in accordance with clauses (b) or (c) above.

Notices to Metrix shall be addressed to:

Jill M. Beneke, President & CEO Metrix Solutions, LLC
190 East Capitol Street, Suite 175
Jackson, MS 39201
Phone: (601) 352-2120
Fax: (601) 510-9718

Notices to Customer shall be addressed as shown below Customer's signature hereto.

14. Governing Law. This Master Agreement and any Agreement executed pursuant hereto is enforceable in accordance with the laws of the State of Mississippi without regard to choice of law principles.

15. Severability. If any provision of this Master Agreement or any Agreement is invalid or unenforceable, the unenforceability of such provision shall not affect the other provisions of this Master Agreement or any Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

16. No Waiver. No delay or failure of Metrix or Customer in exercising any right under this Master Agreement or any Agreement and no partial or single exercise of any right by either party shall be deemed to constitute a waiver of that right or any other right under this Master Agreement or any Agreement.

17. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

18. Reliance by Third Parties. Neither this Master Agreement nor any Agreement is intended to confer upon any person other than Customer any rights or remedies.

19. Authority to Enter into Agreement. Each party represents and warrants that all actions necessary to make this Master Agreement and any Agreement the valid and binding agreement of such party, enforceable in accordance with its terms, has been taken. Each person signing this Master Agreement or any Agreement on behalf of a party represents and warrants that he/she is duly authorized to enter into the Master Agreement or Agreement, as applicable, on that party's behalf, and that his/her execution of this Master Agreement or Agreement, as applicable, legally binds that party to the terms hereof and thereof.

20. Entire Agreement. This Master Agreement and any Agreements and appendices or attachments hereto set forth the entire understanding and agreement of the parties and supersedes all other agreements and communications whether written or oral. Neither this Master Agreement nor any Agreement may be modified except by written amendment signed by an authorized representative of both parties.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a three-year Master Services Agreement with Metrix Solutions, LLC for the Barracuda Essential License Subscription with the additional features of Email Impersonation Protection and Phishing Attack and Incident Response Protection that allows direct integration with the City of Jackson's current email system, Office 365 Outlook, and maintenance at a cost not to exceed \$364,176.00, beginning upon execution of the Master Services Agreement and shall remain in effect up to three years from the date of execution, subject to ratification or approval by the successor board.

Office of the City Attorney

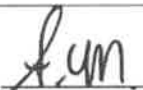
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING MAYOR TO EXECUTE A MASTER SERVICES AGREEMENT WITH METRIX SOLUTIONS, LLC TO ACQUIRE THE BARRACUDA ESSENTIAL LICENSE AND EMAIL IMPERSONATION PROTECTION AND PHISHING ATTACK TO PREVENT PERSONALIZED FRAUD ATTACKS TO THE CURRENT EMAIL SYSTEM, OFFICE 365 OUTLOOK is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney 

10/10/22
Date

OFFICE OF THE CITY ATTORNEY
10/10/22 X.M.

▶ Master Services Agreement

Master Services Agreement

Internet: www.metrixsolutions.com

Metrix Solutions

Master Services Agreement

This Master Services Agreement ("Master Agreement") is entered into by and between Metrix Solutions, a Mississippi LLC ("Metrix"), and the undersigned customer ("Customer"), effective as of the date executed by both parties. Simultaneous with the execution and delivery of this Master Agreement, the parties are entering into one or more Statement of Services for Metrix Corporation Services Agreement (each, a "Statement of Services"), which refer to and incorporate by reference this Master Agreement, each of which constitutes an Agreement (each, an "Agreement") for the Services specified therein. Each Statement of Services that the parties hereafter enter into shall constitute an Agreement. Metrix has no obligation to enter into any additional Statement of Services with Customer. Customer and Metrix hereby agree as follows:

1. Services. Metrix will provide consulting, training, systems and/or other services to customer as set forth in the Statement of Services (collectively, the "Services") on the terms and conditions set forth herein.
2. Independent Contractor. All Services performed by Metrix under any Agreement constitute Services as an independent contractor and not as an agent or employee of Customer. Nothing in any Agreement shall be construed to deem the parties to be acting as partners or joint ventures.
3. Term. This Agreement shall commence on the date of execution by the parties and remain in effect until three years from the date of execution, unless otherwise terminated as set forth herein. Paragraphs 7, 8, 9, 10, 12, 13 and 14 shall survive termination of all Agreements.
4. Termination. Each Agreement may be canceled and terminated by either party upon thirty (30) day's advance written notice to the other party. In the event either party terminates an Agreement, Customer shall be fully responsible for (a) any and all Services provided by Metrix prior to termination; (b) the quoted price for any equipment or other materials supplied by Metrix; (c) the quoted price for any non-returnable equipment or materials ordered or purchased by Metrix for Customer; (d) any restocking or other expenses incurred by Metrix which are related to the return of any equipment or materials; and (e) any other expenses or charges incurred by Metrix in providing or in anticipation of providing the Services.
5. Pricing and Payment. The parties agree to the pricing and payment terms set forth in the Statement of Services. All prices and fees are exclusive of applicable taxes and Customer agrees to be responsible for all such taxes. Any payments not made to Metrix in accordance with the terms on the Statement of Services shall be assessed a late fee of one and one-half percent (1.5%) per month or, if lower, the highest legal rate allowed.
6. Customer Representative. Customer shall designate in writing one primary and one alternative representative at each Customer location during the term of an Agreement. These representatives shall have the authority to act on behalf of the Customer. Customer shall notify Metrix in writing in the event either the primary or alternative representative is replaced. The initial representatives are designated in the Statement of Services.
7. Warranties. Metrix hereby assigns to Customer all manufacturers' standard warranties with respect to any equipment purchased by Customer.
8. Non-Solicitation of Employees. Customer agrees not to solicit for employment or hire any employee of Metrix during the term of each Agreement and for a period of one year following the conclusion of the Services without prior written approval from Metrix. If, upon prior written approval by Metrix, an employee terminates employment with Metrix in order to accept employment with Customer, Customer will then disburse to Metrix an amount equal to a six month compensation for said employee. Such employee's compensation shall be based upon the employee's average earnings in effect for the prior twelve-month period, including but not limited to, bonuses or incentives.
9. Assignment. Customer may not assign this Master Agreement or any Agreement, in whole or in part, without the prior express written consent of Metrix. Metrix may assign this Master Agreement and any Agreement pursuant to sale of all or a portion of its business, whether by asset sale, stock sale, merger or otherwise, without the consent of Customer. Subject to the provisions of this paragraph, the terms of this Master Agreement and all Agreements executed pursuant hereto shall be binding upon and inure to the benefit of the parties and their respective successors and

permitted assigns.

10. **Proprietary Rights.** All or portions of the information and materials to be supplied by Metrix hereunder, including, but not limited to, any programs or software materials and related documentation, are owned by Metrix and/or others and are proprietary in nature. Customer shall protect such information at least to the extent that it protects its own proprietary information, shall not use such information except for the purposes for which it is being made available as set forth in this Master Agreement or any Agreement and shall not reproduce, print, disclose reverse engineer or otherwise make said information available to any third party, in whole or in part, in whatever form, except as provided herein, and as may be reasonably required for Customer to provide its services to its clients as contemplated by an Agreement.
11. **Confidentiality.** Any information, whether protected by patent or copyright, including but not limited to, programs, files, specifications, plans, business information, technical information, financial information, client lists or other data either written or otherwise ("**Confidential Information**") which has been furnished or disclosed to the receiving party during the term of any Agreement, shall remain the property of the disclosing party and shall be considered proprietary information by the receiving party. Confidential Information shall not be reproduced, published or disclosed to any third party without the prior written consent of the disclosing party. All copies of any and all Confidential Information furnished or disclosed to the receiving party shall be returned to the disclosing party immediately upon written notice received by Metrix within 180 days from the date Customer knew or should have known of the matter which is the subject of the dispute or claim.
12. **Force Majeure.** Neither party shall be liable to the other for any delays or any failure to perform due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, riots, wars, embargoes, acts of any government, acts of terrorism, fires, floods, explosions, epidemics, strikes, lockouts, accidents, delays of suppliers or subcontractors. Metrix shall not be responsible for any delays or failure to perform related to Customer's failure to timely supply any requested deliverables or any other Customer delays, and Metrix's time for performance under any Agreement shall be extended accordingly.
13. **Notices.** Any notice and similar communications concerning this Master Agreement or any Agreement shall be in writing, and shall be either (a) delivered in person, or (b) sent to the other party by certified mail with return receipt requested or recognized overnight courier or (c) sent by facsimile, electronically confirmed and followed up immediately by regular mail. Notices shall be delivered or sent to the parties respective addresses set forth below or at such other address as either party may hereafter establish by notice given in the manner prescribed in this paragraph. A notice shall be considered given when delivered in accordance with clause (a) above or sent in accordance with clauses (b) or (c) above.

Notices to Metrix shall be addressed to:

Jill M. Beneke, President & CEO
Metrix Solutions, LLC
190 East Capitol Street, Suite 175
Jackson, MS 39201
Phone: (601) 352-2120
Fax: (601) 510-9716

Notices to Customer shall be addressed as shown below Customer's signature hereto.

14. **Governing Law.** This Master Agreement and any Agreement executed pursuant hereto is enforceable in accordance with the laws of the State of Mississippi without regard to choice of law principles.
15. **Severability.** If any provision of this Master Agreement or any Agreement is invalid or unenforceable, the unenforceability of such provision shall not affect the other provisions of this Master Agreement or any Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
16. **No Waiver.** No delay or failure of Metrix or Customer in exercising any right under this Master Agreement or any Agreement and no partial or single exercise of any right by either party shall be deemed to constitute a waiver of that right or any other right under this Master Agreement or any Agreement.
17. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
18. **Reliance by Third Parties.** Neither this Master Agreement nor any Agreement is intended to confer upon any person other than Customer any rights or remedies.
19. **Authority to Enter into Agreement.** Each party represents and warrants that all actions necessary to make this Master Agreement and any Agreement the valid and binding agreement of such party, enforceable in accordance with its terms, has been taken. Each person signing this Master Agreement or any Agreement on behalf of a party represents and warrants that he/she is duly authorized to enter into the Master

190 E Capitol Street, Suite 175
Jackson, MS 39201
www.metrixsolutions.com
1 (888) 974-5386



Agreement or Agreement, as applicable, on that party's behalf, and that his/her execution of this Master Agreement or Agreement, as applicable, legally binds that party to the terms hereof and thereof.

20. **Entire Agreement.** This Master Agreement and any Agreements and appendices or attachments hereto set forth the entire understanding and agreement of the parties and supersedes all other agreements and communications whether written or oral. Neither this Master Agreement nor any Agreement may be modified except by written amendment signed by an authorized representative of both parties.

Metrix Solutions, LLC

190 E Capitol Street, Suite 175
Jackson, MS 39201
www.metrixsolutions.com
1 (888) 974-5386



By: _____

Printed Name: _____

Title: _____

Date: _____

-

-

Customer

By: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Fax: _____

4850-7380-5326, v. 1



DEPARTMENT OF INFORMATION TECHNOLOGY

To: Dr. Muriel Reid, Interim Director *M. Reid*
Department of Information Technology

From: Mishi Jones Ulmer, Database Manager
Department of Information Technology

Date: Tuesday, August 30, 2022

Re: Purchase Justification for the Barracuda Essential Subscription Renewal with Addition of Email Impersonation Protection and Phishing Attack- Incident Response Protection

The following quotes are for our Barracuda Essential License Subscription Renewal with the additional features of Email Impersonation Protection and Phishing Attack- Incident Response Protection that allows direct integration with our current email system, Office 365 Outlook, to prevent personalized fraud attacks that traditional email gateways cannot detect in real time.

Barracuda Essentials uses journal capture to secure an accurate, unmodified, and tamper-proof copy of each message directly from the mail server the moment it is sent or received. This also includes non-email data such as appointments, contacts, tasks, notes, and instant messages for a truly comprehensive archive.

The combination of this software and additional features will offer Protection for every employee within our organization and it does not limit how many users can be protected from impersonation.

Pileum Corporation offers this renewal at State Contract pricing for a 3 year Contract Period in the amount of \$364, 176.00. I recommend we purchase this from the Pileum Corporation a vendor off of the State Contract.

MJU

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08-30-2022
DATE

P O I N T S		C O M M E N T S								
1.	Brief Description	SOFTWARE RENEWAL SUPPORT MAINTENANCE OF BARRACUDA WITH ADDITIONAL FEATURES OF EMAIL IMPERSONATION PROTECTION AND PHISHING PROTECTION AGREEMENT WITH PILEUM CORPORATION								
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 Crime Prevention Changes in City Government								
3.	Who will be affected	All Departments								
4.	Benefits	Renewal of the Barracuda support agreement and Enhancements to email (Microsoft O365) will secures email data and communication, and ensures compliance by providing protection not only for our mailboxes, but our data and employees								
5.	Schedule (beginning date)	ASAP								
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"/>	City Department								
8.	COST	\$364,176.00 (3 year Agreement- Pricing)								
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund Account # 004-90400-6464								
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>

Business Services

[Home \(https://www.sos.ms.gov/business-services/regulation/\)](https://www.sos.ms.gov/business-services/regulation/) |
 [Business Search \(https://corp.sos.ms.gov/corp/portal/c/page/corp/businessidsearch/portal.aspx\)](https://corp.sos.ms.gov/corp/portal/c/page/corp/businessidsearch/portal.aspx)
[Business Filings \(https://corp.sos.ms.gov/corp/portal/c/page/corp/newfillings/portal.aspx\)](https://corp.sos.ms.gov/corp/portal/c/page/corp/newfillings/portal.aspx)
[Commercial Registered Agents \(https://corp.sos.ms.gov/corp/portal/c/page/corp/registeragents/portal.aspx\)](https://corp.sos.ms.gov/corp/portal/c/page/corp/registeragents/portal.aspx)
[User Login \(https://corp.sos.ms.gov/corp/portal/c/page/corp/login/portal.aspx\)](https://corp.sos.ms.gov/corp/portal/c/page/corp/login/portal.aspx) |
 [Filing Fees \(https://www.sos.ms.gov/content/documents/Business/FeeSchedule.pdf\)](https://www.sos.ms.gov/content/documents/Business/FeeSchedule.pdf)

Business Search


User Actions

Business Name	Business ID	Officer Name	Registered Agent	View Filed Documents (#)	Opt-in or Opt-out of Email updates (#)	Print Business Details
<p>Search Criteria</p> <p> <input checked="" type="radio"/> Starting With <input type="radio"/> All Words <input type="radio"/> Any Words </p> <p> <input type="radio"/> Name Like <input type="radio"/> Exact Match </p> <p> Name History: Matrix Solutions, LLC Name Type: Legal </p> <p> Business Name: matrix solutions Business Information Search </p> <p> Business Type: Limited Liability Company Business ID: 850152 Status: Search Type: Starting With Effective Date: Search Date: 10/14/2022 State of Incorporation: Criteria: matrix solutions Principal Office Address: 190 EAST CAPITOL STREET SUITE 175 JACKSON, MS 39201 </p>						

Business Name Search Results

Business Name (#)	Business ID (#)	Name (#)	Status (#)	Create Date (#)	(#)	Details (#)
Matrix Solutions, LLC	850152	Benke, Jill M. (portal.aspx?searchby=agent&agentName=Benke, Jill M.)				

Officers & Directors 1 - 1 of 1 Items

Name	Title
Jill Benke (portal.aspx?searchby=officers&officerName=Jill%20Benke) 190 EAST CAPITOL STREET SUITE 175 JACKSON, MS 39201	Manager
Jill Benke (portal.aspx?searchby=officers&officerName=Jill%20Benke) 190 EAST CAPITOL STREET SUITE 175 JACKSON, MS 39201	Member
Benjamin W. Robinson (portal.aspx?searchby=officers&officerName=Benjamin W. Robinson) 2021 Mississippi College Road Ste 111400 Ridgeland, MS 39158	Officer
 Michael Watson 190 EAST CAPITOL STREET SUITE 175 JACKSON, MS 39201	President

[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/)

[82-County Tour \(https://www.sos.ms.gov/82-county-tour/\)](https://www.sos.ms.gov/82-county-tour/) |
 [How Do I...? \(https://www.sos.ms.gov/how-to-do-it/\)](https://www.sos.ms.gov/how-to-do-it/) |
 [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 \(mailto:info@mississippi.sos.ms.gov\)](mailto:info@mississippi.sos.ms.gov) |
 [i \(https://www.instagram.com/Mississippi_SOS/\)](https://www.instagram.com/Mississippi_SOS/)
[y \(https://www.youtube.com/channel/UCP9PEFC4JWXutV_d1g\)](https://www.youtube.com/channel/UCP9PEFC4JWXutV_d1g)



We have prepared a quote for you

COJ Barracuda Renewal - 2022-8-24

Quote # 054379
Version 1

Prepared for:

City of Jackson

Mishi Ulmer
mishij@city.jackson.ms.us

Products

Item	Description	Price	Qty	Ext. Price
	GSA MAS Contract 47QTCA19D00MM			
	Serial Number: 1479633			
BEOESC	BARRACUDA NETWORKS : Barracuda Essentials Compliance Edition, 1 User, 1 Month	\$2.70	64800	\$174,960.00
EP-IMP-USR-1M	BARRACUDA NETWORKS : Email Protection, Impersonation Protection, per User, 1 Month	\$1.44	64800	\$93,312.00
EP-IR-USR-1M	BARRACUDA NETWORKS : Email Protection, Incident Response, per User, 1 Month	\$1.48	64800	\$95,904.00

Subtotal: \$364,176.00

COJ Barracuda Renewal - 2022-8-24

Prepared by:

Metrix Solutions
Liz Burleson

Fax 601-510-9718
lizburleson@pileum.com

Prepared for:

City of Jackson
353 S. Congress Street
Jackson, MS 39201
Mishi Ulmer
mishij@city.jackson.ms.us
(601) 960-2387

Quote Information:

Quote #: 054379
Version: 1
Delivery Date: 08/24/2022
Expiration Date: 09/23/2022

Quote Summary

Description	Amount
Products	\$364,176.00
Total: \$364,176.00	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature _____

Date _____

"Spec
Quote"



Quote

OpenEdge Communications
3751 Main St
The Colony, TX 75056
214-206-6364
dmanning@openedgeone.com

Quote NO. 57865818
DATE 09/14/22

BILL TO:
ATTN: Mishi Jones Ulmer
City of Jackson
3825 Ridgewood Road
Jackson, MS 39211

SHIP TO:
SAME

BARRACUDA RENEWAL

PART NUMBERS	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
BEOESC	BARRACUD NETWORKS (Essential compliance edition subscriptions)	64800	\$3.00	\$ 194,400.00
EP-IMP-USR-1M	BARRACUD NETWORKS (Essential compliance edition subscriptions)	64800	\$2.00	\$ 129,600.00
EP-IR-USR-1M	BARRACUD NETWORKS (Essential compliance edition subscriptions)	64800	\$2.00	\$ 129,600.00



THANK YOU

Total	\$ 453,600.00
GRAND TOTAL	\$ 453,600.00

GSA Ordering Instructions

GSA MAS Contract 47QTCA19D00MM (Expires: 09/26/2024)

STATE COOPERATIVE PURCHASING AUTHORIZED

Multiple Award Schedule (MAS) Contract 47QTCA19D00MM

1st Term: 09/27/2019 – 09/26/2024
GSA Pricing: <https://www.synnecorp.com/us/govsolv/pricing/>
SIC CODE: 5045
NAICS CODE: 423430, 334111, 334112, 811212, 511210, 541511, 541512
FEIN: 94-2703333
CAGE CODE: 3F1Q4
DUNS #: 112375758

SYNNEX RESELLER PARTNERING PROGRAMS

**CONTRACTOR TEAMING ARRANGEMENT (CTA)
 PARTICIPATING DEALER
 AUTHORIZED AGENT**

WHO CAN ORDER

Federal government agencies, quasi-agencies (e.g. U.S. Post Office, TVA); prime and Sub-Contractors (must provide a letter of authorization from the government agency); charitable organizations; international agencies (e.g. IMF, World Bank, WHO, etc.); and state, local agencies and education (i.e., state cooperative purchasing).

VENDOR AUTHORIZATIONS

Resellers participating as Teaming, Dealer, or Agent Partners must hold and maintain vendor authorizations, where applicable, to resell products from TD SYNEX' GSA Schedule & Contracts. **Authorized resellers must adhere to the Terms and Conditions of each participating manufacturer's Government program, in order to resell through this Contract.** Any violation of this requirement may Result in immediate de-authorization from the TD SYNEX GSA Program.

GEOGRAPHIC SCOPE

48 contiguous states, D.C., Alaska, Hawaii, U.S. Territories and Commonwealths. International and APO Addresses.

FOB POINT

CONUS - Destination within 48 contiguous states & District of Columbia. OCONUS - To Port of Embarkation.

CREDIT CARDS ACCEPTED

Yes, CVV Required to process orders (877) 230-5680

PROMPT PAY DISCOUNT

25 bps 15 days Net 30 for non-credit card orders

STANDARD DELIVERY TIME

30 days after Receipt of Order (ARO) more or less based on availability. ****Actual delivery time of in-stock items within 1 to 3 days, depending on destination.**

VOLUME DISCOUNT

1% for orders over \$100,000

PAYMENT TERMS

Net 30 days

MINIMUM ORDER

\$100.00

MAXIMUM ORDER LIMITATION

NONE - There is, however, a threshold of \$500,000* (called an "MO" or "Maximum Order"). Agencies are encouraged by GSA to request a price reduction when their order exceeds the MO. (*\$50,000 for shrink-wrap software, *\$25,000 for Classroom Training)

GSA Ordering Instructions

OPEN MARKET LINE ITEMS

No limitation specified by the contract. However, agencies must follow open market procurement regulations. The open market items must be clearly identified as such on the GSA Schedule delivery order. Open market items on a GSA Schedule order will not be governed by the terms and conditions of the GSA Schedule contract.

SUBSTITUTIONS

Yes - with customer's approval for product with equal or greater functionality and or lesser price. Substitute product must comply with the Trade Agreements Act.

BPAs

BPAs may be written against the contract

INDUSTRIAL FUNDING FEE

IFF= 0.75% (75 bps) included in GSA Price.

ORDERING INFORMATION

DEALER

End-user P.O. is made out to the TD SYNnex GSA Contract # and the Contractor is TD SYNnex, c/o Reseller Name with Reseller's address and CAGE Code

AGENT

TD SYNnex Corporation
C/O Agent Name
39 Pelham Ridge Drive
Greenville, SC 29615

REMIT TO ADDRESS

TD SYNnex Corporation
P.O. Box 406748
Atlanta, GA 30384-6748

EFT/WIRE TRANSFER

Bank of America
100 West 33rd Street
New York, NY 10001
Routing# (Wire): 0260-0959-3
Routing# (EFT): 121000358
Acct #: 12339-35244
Gloria E. Hernandez
(925)-875-7066
Int'l EFT: BOFAUS3N

TD SYNnex GSA CONTACTS:

Carol Cañete

Public Sector Sales-Business Development (End Users)
877-230-5680
GSA@synnex.com

Destiny Lark

GSA Contract Manager (Vendors)
864-349-4713
DestinyL@synnex.com

Lisa McElroy

BD Contracts Specialist (Resellers)
703-254-8907
LisaMc@synnex.com

TD SYNnex GOVSOLV COMMUNITY WEBSITE

<https://www.synnexcorp.com/us/govsolv/>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code	Page of Pages 1 1
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Amendment/Modification No. PO-0001	3. Effective Date: Sep 27, 2019	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) 70
---------------------------------------	------------------------------------	----------------------------------	--------------------------------------

Administered By: General Services Administration OFFICE OF IT SCHEDULE PROGRAMS 1800 F ST. NW WASHINGTON DC 20405	7. Administered By: (If Other) GSA/FAS/QV0CC 10 CAUSEWAY ST BOSTON MA 02222
---	--

8. Name and Address of Contractor (No. Street, County, State and Zip Code) SYNnex CORPORATION 39 PELHAM RIDGE DR GREENVILLE, SC 296155939	9A Amendment of Solicitation No: 9B. Dated (See Item 11) 10A. Modification of Contract/Order No. 47QTCAL9D00MM 10B. Dated (See Item 13) Sep 27, 2019
--	---

Code	Facility Code
------	---------------

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

<input type="checkbox"/>	The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers	<input type="checkbox"/>	is extended	<input type="checkbox"/>	is not extended.
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Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods.
 (a) By completing items B and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications: Unilateral.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority):

E. **IMPORTANT:** Contractor: Is not , is required to sign this document and return, ___ copies to the issuing office.

14. DESCRIPTION OF MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to assign Contract Number 47QTCAL9D00MM to Offer 575717, awarded to SYNnex CORPORATION, under Schedule 070 on Sep 27, 2019. No other changes are made here. Last Item.

15A. NAME AND TITLE OF SIGNER (Type or Print) GSA Initiated Mod	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)
15B. CONTRACTOR/OFFEROR Signature Not Required <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA By Signed electronically See above <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED Sep 27, 2019

Item	Description	Unit	QTY	Unit Price	Total Price	Material	Order	Status	Comments
32120	BarraCUDA Networks		1	2.00	2.00				
32122	BarraCUDA Networks		1	0.80	0.80				
32123	BarraCUDA Networks		1	1.00	1.00				
32124	BarraCUDA Networks		1	0.02	0.02				
32125	BarraCUDA Networks		1	680.00	680.00				
32126	BarraCUDA Networks		1	684.34	684.34				
32127	BarraCUDA Networks		1	5.63	5.63				
32128	BarraCUDA Networks		1	11.00	11.00				
32129	BarraCUDA Networks		1	50,220.55	50,220.55				
32130	BarraCUDA Networks		1	111,654.00	111,654.00				
32131	BarraCUDA Networks		1	27,300.00	27,300.00				
32132	BarraCUDA Networks		1	85,384.73	85,384.73				
32133	BarraCUDA Networks		1	50,220.55	50,220.55				
32134	BarraCUDA Networks		1	83,384.73	83,384.73				
32135	BarraCUDA Networks		1	36,954.66	36,954.66				
32136	BarraCUDA Networks		1	19,603.87	19,603.87				
32137	BarraCUDA Networks		1	111,654.00	111,654.00				
32138	BarraCUDA Networks		1	36,954.66	36,954.66				
32139	BarraCUDA Networks		1	412.75	412.75				
32140	BarraCUDA Networks		1	407.45	407.45				
32141	BarraCUDA Networks		1	684.80	684.80				
32142	BarraCUDA Networks		1	478.42	478.42				
32143	BarraCUDA Networks		1	759.84	759.84				
32144	BarraCUDA Networks		1	111,654.00	111,654.00				
32145	BarraCUDA Networks		1	111,654.00	111,654.00				
32146	BarraCUDA Networks		1	2,532.81	2,532.81				
32147	BarraCUDA Networks		1	31,321.93	31,321.93				
32148	BarraCUDA Networks		1	19,902.87	19,902.87				
32149	BarraCUDA Networks		1	24,483.84	24,483.84				
32150	BarraCUDA Networks		1	25,968.22	25,968.22				
32151	BarraCUDA Networks		1	56,954.66	56,954.66				
32152	BarraCUDA Networks		1	50,220.55	50,220.55				
32153	BarraCUDA Networks		1	49,718.15	49,718.15				
32154	BarraCUDA Networks		1	83,384.73	83,384.73				
32155	BarraCUDA Networks		1	87,950.88	87,950.88				

B33058 09/09/22 EP-IMP-USR-1M
 1 STANBEN STRAET Construction
 2 MASTERPRICE FILE - HW/SM/SEW
 3 GSA IMAS Contract 4702CA05000001
 4 Award 09/27/2019 09/16/2024
 5 This file includes Black Box, CBS, Chief Manufacturing, De Lits, del, HPS, HPS, Middle Atlantic Products, Quarters, Vaidlo, Zebra

File Home View Format Data Status Window Help
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09/09/22
 FIN# 90-2703833 USR-LYONWIND46 VWS
 DUHS 112373758
 CDE# 39104
 Cannot be sold as a stand-alone part, only as part of a configuration.
 Delivery: 30 Days AWG

Item #	Part #	Description	Unit	QTY	Price	Total	Lead Time	Order Date	Order Qty	Order Type	Order Status
33007	33411	RESEALER	EA	2,357.58	15	35,363.70	15	09/27/2019	2,357.58	PS-0032	PS-C111 26-030
33019	33411	RESEALER	EA	18.97	22.19	421.00	15	09/27/2019	18.97	PS-0052	PS-C111 26-030
33020	33411	RESEALER	EA	5.78	9.99	57.54	15	09/27/2019	5.78	PS-0052	PS-C111 26-030
33021	33411	RESEALER	EA	10.79	19.99	215.18	15	09/27/2019	10.79	PS-0052	PS-C111 26-030
33022	33411	RESEALER	EA	85.39	94.99	8,090.01	15	09/27/2019	85.39	PS-0052	PS-C111 26-030
33023	33411	RESEALER	EA	200.99	208.02	41,760.00	15	09/27/2019	200.99	PS-0052	PS-C111 26-030
33024	33411	RESEALER	EA	72.75	74.5	5,418.75	15	09/27/2019	72.75	PS-0052	PS-C111 26-030
33025	33411	RESEALER	EA	96.52	97.50	9,418.50	15	09/27/2019	96.52	PS-0052	PS-C111 26-030
33026	33411	RESEALER	EA	474.99	479.79	45,418.50	15	09/27/2019	474.99	PS-0052	PS-C111 26-030
33027	33411	RESEALER	EA	537.90	543.94	52,418.50	15	09/27/2019	537.90	PS-0052	PS-C111 26-030
33028	33411	RESEALER	EA	1,997.72	2,017.90	20,179.50	15	09/27/2019	1,997.72	PS-0052	PS-C111 26-030
33029	33411	RESEALER	EA	55.77	55.85	541.85	15	09/27/2019	55.77	PS-0052	PS-C111 26-030
33030	33411	RESEALER	EA	29.44	29.74	289.74	15	09/27/2019	29.44	PS-0052	PS-C111 26-030
33031	33411	RESEALER	EA	94.98	95.89	9,289.59	15	09/27/2019	94.98	PS-0052	PS-C111 26-030
33032	33411	RESEALER	EA	20.45	20.65	206.55	15	09/27/2019	20.45	PS-0052	PS-C111 26-030
33033	33411	RESEALER	EA	61.42	62.04	614.42	15	09/27/2019	61.42	PS-0052	PS-C111 26-030
33034	33411	RESEALER	EA	66.47	67.34	664.73	15	09/27/2019	66.47	PS-0052	PS-C111 26-030
33035	33411	RESEALER	EA	116.33	117.30	1,163.33	15	09/27/2019	116.33	PS-0052	PS-C111 26-030
33036	33411	RESEALER	EA	148.95	150.45	1,489.50	15	09/27/2019	148.95	PS-0052	PS-C111 26-030
33037	33411	RESEALER	EA	335.65	338.01	3,356.55	15	09/27/2019	335.65	PS-0052	PS-C111 26-030
33038	33411	RESEALER	EA	328.82	329.82	3,288.20	15	09/27/2019	328.82	PS-0052	PS-C111 26-030
33039	33411	RESEALER	EA	858.60	872.82	8,586.00	15	09/27/2019	858.60	PS-0052	PS-C111 26-030
33040	33411	RESEALER	EA	61.42	62.04	614.42	15	09/27/2019	61.42	PS-0052	PS-C111 26-030
33041	33411	RESEALER	EA	75.21	73.95	7,521.00	15	09/27/2019	75.21	PS-0052	PS-C111 26-030
33042	33411	RESEALER	EA	134.34	135.60	13,434.00	15	09/27/2019	134.34	PS-0052	PS-C111 26-030
33043	33411	RESEALER	EA	176.40	180.21	17,640.00	15	09/27/2019	176.40	PS-0052	PS-C111 26-030
33044	33411	RESEALER	EA	384.77	388.61	38,477.00	15	09/27/2019	384.77	PS-0052	PS-C111 26-030
33045	33411	RESEALER	EA	507.16	513.27	50,716.00	15	09/27/2019	507.16	PS-0052	PS-C111 26-030
33046	33411	RESEALER	EA	157.04	159.42	15,704.00	15	09/27/2019	157.04	PS-0052	PS-C111 26-030
33047	33411	RESEALER	EA	28.69	29.98	286.90	15	09/27/2019	28.69	PS-0052	PS-C111 26-030
33048	33411	RESEALER	EA	38.82	39.21	388.20	15	09/27/2019	38.82	PS-0052	PS-C111 26-030
33049	33411	RESEALER	EA	49.64	50.14	496.40	15	09/27/2019	49.64	PS-0052	PS-C111 26-030
33050	33411	RESEALER	EA	29.53	29.83	295.30	15	09/27/2019	29.53	PS-0052	PS-C111 26-030
33051	33411	RESEALER	EA	40.09	40.59	400.90	15	09/27/2019	40.09	PS-0052	PS-C111 26-030
33052	33411	RESEALER	EA	47.12	46.59	471.20	15	09/27/2019	47.12	PS-0052	PS-C111 26-030
33053	33411	RESEALER	EA	47.12	46.59	471.20	15	09/27/2019	47.12	PS-0052	PS-C111 26-030

Ready
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 33007 33411 RESEALER
 33019 33411 RESEALER
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GSA Price List

GSA MAS Contract 47QTCA19D00MM



General Services Administration

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through *GSA Advantage!*[®], a menu-driven database system. The Internet address for *GSA Advantage!*[®] is: <http://www.gsaadvantage.gov/>.

Multiple Award Schedule

PSC Large Category

Information Technology

MAS Contract Number 47QTC A19D00MM

Contract Period: September 27, 2019 through September 26, 2024

TD SYNEX Corporation

39 Pelham Ridge Drive

Greenville, SC 29615

Phone: 877.230.5680

GSA@SYNEX.com

Business Size: Large

Contract Administrator

Destiny Lark, 864.349.4713, DestinyL@SYNEX.com

Pricelist current through Solicitation 47QSM D20R0001 Refresh 10 and Mod. PS-0176, April 28, 2022

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1. CUSTOMER INFORMATION

a. Table of Awarded SINS:

SIN	Description	Pricing
33411	Purchase of New Electronic Equipment State Cooperative Purchasing Approved	2.2%-96.28%
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts State Cooperative Purchasing Approved	2.2%-93.84%
511210	Software Licenses State Cooperative Purchasing Approved	2.2%-62.13%
54151	Software Maintenance Services State Cooperative Purchasing Approved	2.9%-62.13%

b. Identification of the lowest priced model number for each SIN awarded:

SIN	PN	Description	MSRP	GSANTE with IFF	COO
33411	R668	Stratus ftServer 2700, 4700, and 6400 Systems: Installation Guide	0.02	0.01	US
811212	GE-SVFDKSD5Y	Keep Your Solid State	0.02	0.01	TW
511210	AS391	Disk Drive Blank for ftServer family	0.02	0.01	US
54151	H0JD4A1	HPE 1Y TS Support Credits 10 Per Yr SVC	0.02	0.01	US

c. Hourly Rates: Not Applicable

2. MAXIMUM ORDER: Maximum dollar value of orders accepted is \$500,000.00.

NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: The minimum dollar value of orders accepted is \$100.00.

4. GEOGRAPHIC COVERAGE: Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities. CONUS delivery is via standard ground freight. Expedited delivery options are available and OCONUS delivery are available for additional costs.

Overseas delivery is delivery to point of embarkation for delivery OCONUS - outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

5. POINT(S) OF PRODUCTION: TAA Compliant Countries identified by the product manufacturer.

6. DISCOUNT FROM LIST PRICES: 1% for orders over \$100,000

7. QUANTITY DISCOUNTS: none

8. PROMPT PAYMENT TERMS: 0.25 bps 15 days Net 30 for non-credit card orders.
Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. GOVERNMENT PURCHASE CARDS

- a. Government Purchase Cards are accepted at or below the micro-purchase threshold.
- b. Government Purchase Cards are not accepted above the micro-purchase threshold. Contact the Contractor for limit.

10. FOREIGN ITEMS: The country of origin on supplies is determined by the manufacturer of the product. Only TAA Compliant products are included on the contract.

11. DELIVERY

- a. Time of Delivery: SINS 33411 & 811212 are 30 days ARO
- b. Expedited Delivery: Additional costs do apply. Please call for an expedited freight quote.
- c. Overnight and 2-day Delivery: Additional costs do apply. Please call for an expedited freight quote.

12. F.O.B. POINT(S): OCONUS*

*Freight costs for worldwide shipments outside of CONUS will need to be negotiated between SYNEX and the Ordering Entity.

13. ORDERING

- a. Address: Same as Contractor
- b. Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. PAYMENT ADDRESS: Lockbox Address: TD SYNEX Corporation
PO Box 406748
Atlanta, GA 30384-6748

15. WARRANTY PROVISION:

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract. As a computer products distributor, Contractor passes the manufacturers' warranties through to their customers. Warranties will vary from part number, product line and manufacturer and can include on-site, depot and replacement. Warranties will also vary in length of their coverage period. Generally, Contractor will provide a replacement unit for product that is DOA (Dead on Arrival) for the first 30 days after purchase. Thereafter, all warranty work is handled either directly from the manufacturer or through a contracted third party.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: Contact TD SYNEX Corporation for Return Merchandise Authorization (RMA).

- 16. EXPORT PACKING CHARGES:** SYNEX does offer international shipping on a limited basis. The company will pay for freight to point of embarkation only.
- 17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**
Government Purchase Cards are accepted at or below the micro-purchase threshold.
Government Purchase Cards are not accepted above the micro-purchase threshold. Contact the Contractor for limit.
- 18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR:** N/A
- 19. TERMS AND CONDITIONS OF INSTALLATION:** N/A
- 20. TERMS AND CONDITIONS FOR ANY OTHER SERVICES:** N/A
- 21. LIST OF SERVICE AND DISTRIBUTION POINTS:**
- | | |
|----------------------------|----------------------|
| Chantilly, Virginia | Chicago, Illinois |
| Chino, California | Fremont, California |
| Greenville, South Carolina | Grove City, Ohio |
| Indianapolis, Indiana | Monroe, New Jersey |
| Richardson, Texas | Romeoville, Illinois |
| Southaven, Mississippi | Tracy, California |
- 22. LIST OF PARTICIPATING DEALERS:** See pages 6-13
- 23. PREVENTATIVE MAINTENANCE:** Refer to SIN 811212
- 24. SPECIAL ATTRIBUTES:**
- Environmental Attributes: N/A
 - Section 508 Compliance for Electronic and Information Technology (EIT): The EIT standards can be found at: www.Section508.gov/.
- 25. DATA UNIVERSAL NUMBER SYSTEM NUMBER:** 112375758
- 26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM):**
Contractor has an Active Registration in the SAM database. SAM.gov UEI # LYXBWDHL4VR9

Reseller	SBA Status	City	State
22Vets, LLC	SDVOSB	Bull Valley	IL
2uTec	WBE	North Syracuse	NY
4K Solutions, LLC	SDVOB (CvE)	Midland	GA
Abba Technologies Inc	SB; DV (Hispanic)	Albuquerque	NM
ABC Laser USA, Inc	WoSB	Lawrenceville	GA
ABM Federal Sales	SB	Chesterfield	MO
Abrahams Consulting, LLC	8(a), EDWOSB	Staten Island	NY
Accallis Technology Group		Valley View	OH
Access Printer Supplies		Loveland	CO
NEW Ace Computers	WOSB	Elk Grove Village	IL
ACE Real Time Solutions LLC		Chesterfield	VA
NEW ACERRA TECHNOLOGIES, Inc.	8a; WOSB; SDB	Stafford	TX
ACP Creativ IT		Buffalo Grove	IL
Action Technologies Group	M&WBE	Muncie	IN
ACTURE SOLUTIONS	SB	Schenectady	NY
Acura Systems International, Inc. - CloudTech Mobile		Milton	WA
adrytech		Phoenix	AZ
Advanced Business Technology, Inc.		Thousand Oaks	CA
Advanced Computer Concepts, Inc (ACC)	WOSB	McLean	VA
Advanced Electronic Design, Inc / Patrol PC		North Attleboro	MA
Advanced Presentation Systems dba CCS Presentation Systems	WOSB	Albuquerque	NM
Advantage Office Products		Tempe	TX
Advantage Technology, LLC		East Charleston	WV
NEW AEG Group, Inc		Grayslake	IL
AFCC dba The Whillock Group		Richmond	VA
AFL International Consulting Staff and Services Inc.	SBE DBE OSS	Miami	FL
Aflant Solutions Inc. DBA ASI System Integration Inc		Port Washington	NY
AGSI Systems		Lovettsville	VA
NEW Aita Technologies	MWBE	North Brunswick	NJ
Aligned Data, Incorporated	WOSB, VOSB, MBE, SBE	Richmond	TX
Alleplant Tek USA LLC		Brandon	FL
Alliance Technology	WOSB	Hanover	MD
Alpha Sum Business Machines	SB	Jackson Heights	NY
AlphaSix Corporation	SB	Dulles	VA
Alternative Information Systems		Buffalo	NY
Always Connect Solutions		Eagle	ID
American Wordata	EDWOSB, WOSB, DBE	Tampa	FL
Anacapa Micro Products, Inc	HUBZone, SB	Oxnard	CA
Anaconda Networks		Lafayette	CO
Anderson Business Technology		Pasadena	CA
Applied Technology Services	WOSB	Baltimore	MD
Applied Video Technology Inc		Kimberton	PA
ARC Acquisition US INC		San Antonio	TX
Archive Data Solutions	SB	Westerville	OH
Arctic Information Technology, Inc.	ANC 8(a)	Anchorage	AK
AROCEP Federal, LLC		Frankfort	IL
Arrow Micro Corp	MO, WO, DSB	La Mirada	CA
NEW ARTI Incorporated	8(a), SDVOSB, HUBZone	Hampton	VA
Ascentech LLC dba Clutch Solutions	SB, MOSB, Native American	Gilbert	AZ
Asyncrib Corp	SDB, SDVOB	Fairfax	VA
ATA Defense Industries, LLC		Irvine	CA
ATEC Group		Albany	NY
Atlantic Data Security	SB	Hartford	CT
Attron Communication Resources	VOSB	Branchburg	NJ
Atrionica		Gaithersburg	MD
Audio Video Corporation		Albany	NY
NEW Audio Visual Associates	SB	Denville	NJ
Audio Visual Innovations (AVI-SPL)		Tampa	FL
AUROSTAR Corporation	SDB	FREMONT	CA
Auto Phone Wholesale		Pleasant Grove	UT
Avid Systems	WOSB	Washington	DC
Axelliant	MBE, CPUC, SBE	Torrance	CA
NEW B2B Supplies USA LLC dba Printing Supplies USA LLC		Plainsboro	NJ
BahFed Corp	8(a), HUBZone, VOSB	Portland	OR
NEW BASSEC, LLC	SB	McClean	VA
Baycom Inc.		Green Bay	WI
BCPI		Sharon	MA
Beacon Telecom	SB	Canton	MA
BES Industries		Jacksonville	FL
Best Commodity Solutions		Fischer	TX
Better Direct LLC	HUBZone, SDVOSB, VOSB	Tempe	AZ
NEW Blackpoint IT		Kent	WA
Bledsoe Corp	SB, MO; DV	Indianapolis	IN

Reseller	SBA Status	City	State
Blink IT	WOSB	Ontario	CA
Blue Castle IT	WOB	Cheshire	CT
Blue Fish Worx LLC	SB	Magnolia	TX
BlueAlly		Cary	NC
blueSPARK Data, LLC		Denham Springs	LA
Borderian inc		San Marcos	CA
Bridgetek Solutions LLC		Piedmont	SC
Brite Computers / Upstate Wholesale Supply, Inc		Victor	NY
Brown Enterprise Solutions	MBE	Dublin	OH
Btek Holdings LLC		St. Petersburg	FL
Buckeye Mountain Inc		Akron	OH
Burgess Innovation Management	SDVOSB	Fairfield	CA
Burhani Enterprises		Chicago	IL
Buy Smart LLC		San Diego	CA
BW Wilson	SB	Richmond	VA
Calibre		Alexandria	VA
Can-Am Wireless	MBE	Cedar Park	TX
Cape Romain Solutions, Inc. dba CRSI	MWOSB	Fairfax	VA
Capital Financial Network LLC		Washington	DC
CARLNTech LLC	VOSB	Antelope	CA
Carolina Advanced Digital, Inc.	SDVOSB; HUBZone	Siler City	NC
Carrillo Business Technologies dba CB Technologies, Inc.	WOSB	Orange	CA
Carroll Communications	HUBZONE & SDVOSB & SB & VO	Longs	SC
Cashel Corporation dba Integrated Media Systems	SB	Costa Mesa	CA
CBS Technology Solutions		Cincinnati	OH
CDCE, Inc.		Yorba Linda	CA
CDW-G (CDW)		Vernon Hills	IL
Celerens	WOSB, EDWOSB, SDB	Clarksville	MD
Cellentia Information Technology Company	WOSB	Ashburn	VA
Chi Corp		Solon	OH
Chickasaw Supply	SDVOSB; HUBZone; Native American	Bakersfield	CA
Choice! Computer Center, Inc	SB	Durham	NC
Cinesys		Houston	TX
City Computer & Supplies, Inc.	SB, WO	Naples	FL
Clarity Imaging Solutions Inc		Cherry Hill	NJ
Clary Business Machines	MOSDB	San Diego	CA
ClearPath Operations, LLC		Ashburn	VA
Cloud11 LLC	SB	Atlanta	GA
CLR Analytics	SDB	Irvine	CA
Clutch Solutions	SB, MO; DV Native American	Gilbert	AZ
Code 3 Technology		Mesa	AZ
CollabNow		Polo	MO
COLOSSAL CONTRACTING LLC	SDVOSB	Woodbridge	VA
Commski, LLC	WOSB	Tampa	FL
Communications Professionals, Inc.	SB, MO; DV	Troy	MI
Complete Packaging & Shipping Supplies	VOSB	Westbury	NY
Comptronics		Mclean	VA
Compu-Gen Technologies, Inc	Hub zone SB	Williamsport	PA
Compuquip Technologies, LLC dba Compuquip Cybersecurity	MBE	Doral	FL
Computech International	WOSB	Great Neck	NY
Computer CenterLine of Greensburg, Inc DBA CCL Technologies		Greensburg,	PA
Computer Instruments, Inc.		Paola	KS
Computer Professionals International		Schenectady	NY
Computer Security Products, Inc.	SB	Nashua	NH
Computer Systems Integrators Inc		Fishkill	NY
Computer Tower		Sterling	VA
Computer Wholesale Products	WOSB	Spring	TX
Computerware Inc	SB	Vienna	VA
ComSec LLC		Virginia Beach	VA
ComSource, Inc	SB	Manlius	NY
Conferencing Advisors	SB #41596	San Clemente	CA
Connect Us Corporation		New Holland	PA
Connected Solutions Group		Mechanicsville	VA
Connection dba GovConnection		Rockville	MD
Continental Resources, Inc.	WBENC	Bedford	MA
Convergent Federal Solutions		Beltsville	MD
Convergeone Government Solutions, LLC		Budd Lake	NJ
Core BTS, Inc.		Indianapolis	IN
Corporate Computer Solutions Inc	SWBA	Harrison	NY
Corporate Interiors, Inc		Saint Petersburg	FL
CounterTrade Products d/b/a CEW Inc.	WOSB	Arvada	CO
Courtsey PC		Tishomingo	OK
CPAC Inc	SB	Anaheim	CA

Reseller	SBA Status	City	State
C-Pak Corporation DBA CPAK Technology Solution		LaGrange	GA
CPI USA Inc	WMBE,WOSB DBE, MBE	Edison	NJ
Critical Start		Plano	TX
NEW Crossconnect Engineering		Colorado Springs	CO
Crown Point Systems		San Diego	CA
CST Corporation	HUB / MBE	Houston	TX
NEW CTS Mobility DBA Complete Tablet Solutions Ltd		Austin	TX
Current Business Technologies, Inc.		Austin	TX
Custom Computer Specialists		Hauppauge	NY
CVE		Salt Lake City	UT
CyberGan		Lake Worth	FL
NEW Danquah Group LLC	DBE, SB, MBE, SLEB Alameda Cty	Pleasanton	CA
Dasher Technologies		Campbell	CA
Data Center Warehouse		Laguna Hills	CA
Data Just Data, Inc.		Charlotte	NC
NEW Data Network Solutions Inc		Chapin	SC
NEW DataCom Solutions Inc	SB, SDB, SDVOSB	Huntsville	AL
Datacom Solutions, Inc.	SB, SDVOSB; SDVOSB	Huntsville	AL
Datalink Networks		Santa Clara	CA
Datec, Inc.		Seattle	WA
NEW DATEL SYSTEMS INCORPORATED		San Diego	CA
Dell Marketing, LP	LG business	Round Rock	TX
Derive Technologies, LLC		New York	NY
NEW Destin enterprise systems		Destin	FL
DGX Security	SBE MBE DBE	Jersey City	NJ
DH Technologies	HUBZONE & SDVOSB & SB & VO	Leesburg	VA
DI Technology Group Inc (Data Impressions)	SBE	Cerritos	CA
Diamond IT		Bakersfield	CA
NEW DICE COMMUNICATIONS, INC.	WBE	Omaha	NE
Digital Plaza, LLC	8(a), SB, Disadvantaged	Amber	PA
Dihuni LLC	MOSB	Mclean	VA
Ditex, Inc.	SMALL, EDWOSB, 8A	West Covina	CA
Direct Packet Inc. dba OneVision Solutions	SB	Irving	TX
Direct Supply Solutions	WO SB	Carlsbad	CA
NEW Direct Technology Group	SB	Deerfield Beach	FL
Directnet, Inc DBA 42U	SB	Lafayette	CO
DirSec, Inc.	SB	Westminster	CO
Ditta Enterprises LLC	MBE	Hercules	CA
Dogwood Management Partners, LLC	SDVOSB	Chipley	FL
Dox Electronics		Rochester	NY
DPS Teck	SDVOSB; SBA	Dallas	TX
DV Sourcing, LLC	SDVOSB	Greenville	TX
NEW DVTeck	SB, MBE, DBE	Miami	FL
Dynamic Systems		El Segundo	CA
Dyntek Services		Irvine	CA
NEW Echelon Services	NHO 8(a)	Manassas	VA
eGroup		Mt. Pleasant	SC
NEW EIDOS TECHNOLOGIES, LLC	8a, HUBzone, EDWOSB	Manassas	VA
EKOAM SYSTEMS, INC.		BURKE	VA
emazzanti	Woman Business Enterprise	Hoboken	NJ
Embedded Works Corporation	MBE	Santa Clara	CA
Emerge IT Solutions		Erlanger	KY
Empire Computing & Consulting		Daytona Beach	FL
Empire Drone Co. LLC	8a	Fulton	NY
Empire USA	WOSB	Northport	NY
NEW Enchanted Technology Solutions, LLC	WO, MO	Santa Fe Springs	NM
Encore Technology Group		Easley	SC
enDevelopment LLC	SDVOSB VOSB	Montgomery	NY
Energon Plus	DBE, SMBE, SDB, SBE, ESBE, HMBE, HBE	San Antonio	TX
En-Net Services, LLC	SB	Frederick	MD
NEW Enterprise Technology International (ETI)	SDVOSB MO	Greenwood village	CO
Enterprise Technology Services, LLC DBA AccountabilIT		Scottsdale	AZ
Enterprise Technology Solutions	WOSB	Fremont	CA
EPG Consulting LLC DBA New York Technology Company		New York	NY
Errotech Controls		Richardson	TX
Essnova Solutions	8(a), HUBZone, DBE, MBE	Birmingham	AL
Eton International	SB	New York	NY
EverSec Group		Tarrytown	NY
Evotek	MBE	San Diego	CA
Eyes to See, Inc dba RA Technology Services		Brooklyn	NY
FARATOLU	SDB	Brooklyn Park	MN
FCN	WOSB	Rockville	MD
Fed Con LLC	MOSB	Opa Locka	FL

	Reseller	SBA Status	City	State
	Federal Merchants Corp		Indianapolis	IN
	FedTek (Federal Technology Solutions)	SB	Woodbridge	VA
NEW	FEMDEL		Baltimore	MD
	Filmtools		Burbank	CA
	FirstLight Fiber		Victor	NY
	Focal Point Solutions		Flushing	NY
	Force 3, Inc. or Force 3 LLC		Crofton	MD
	ForSupplies	WOSB	Tallahassee	FL
	Four Corner Solutions	SDMO	Hawthorne	CA
	Front Line Mobile Tech	WOSB	Jessup	MD
NEW	Frontier Technology DBA Microage	SB	Tempe	AZ
	Function5 Technology Group	SB	Rochester	NY
	Future Tech Enterprise, Inc.	WOSB	Ft. Lauderdale	FL
NEW	Galactic Technology Group	SBE	Miami	FL
	GCS Imaging, Inc		Elmwood Park	NJ
	GDT General Datatech LP		Dallas	TX
NEW	Gear One	WOSB	Temecula	CA
	Gem Laser Express	SDVOSB	Dulles	VA
	General Microsystems	MO SB	Bellevue	WA
	GHA Technologies, Inc.	SB	Scottsdale	AZ
	GigaKOM		San Diego	CA
	GingerSec		Phoenix	AZ
	GMI	MBE; Self certified SBA	Bellevue	WA
	Go Media LLC		Lafayette	LA
NEW	Golden Star Technology Inc. (GST)	WOSB, MBE	Cerritos	CA
	GOOGOZ.com, Inc		Walnut Creek	CA
	GovDirect, Inc.		Clearwater	FL
	Government Acquisitions (govacq)	SB	Cincinnati	OH
	Govmation Enterprise Solutions	WOSB	McKinney	TX
	Govplace	SB	Reston	VA
	GovSmart	HUBZone	Charlottesville	VA
	GP Tech Solutions		Meridian	ID
	Graybar Electric Company, Inc		Clayton	MO
	Green Ramp Group		Auburn	CA
	GreenDelete	WOSB/WBE	Frankfort	IL
	Greenpages		Kittery	ME
	Group Mobile International		Chattanooga	TN
	GSA Universal Technology Solutions, Inc.	WOSB	Upper Darby	PA
	Guidepoint Security LLC		Herndon	VA
	Guidon Technology Solutions, Inc.	SDVOSB	Issaquah	WA
	H. Co. Computer Products dba ThinkCP Technologies	SB	Irvine	CA
	Halbrook and Miller DBA TM Television	SB	Carrollton	TX
	Halleos	SDB MO	Gaithersburg	MD
	Hardware Nation, LLC		Buford	GA
	Herrington Technology	WOSB	NY	NY
	Hilliard		Midland	TX
	Hinkley Acct	SDVOB	Holly Springs	NC
	Hitorra Tech		White Plains	NY
	Holilna	8(a)	Anchorage	AK
	HST Corporate Interiors, LLC		Nashville	TN
	Humanscale Corporation		New York	NY
	Hypertec Direct		Tempe	AZ
NEW	I Copy Inc. DBA IBE Digital		Garden Grove	CA
	Ibox	8(a), VOSB	Atlanta	GA
	IC Logic, Inc dba USAT Corp.		Chapel Hill	NC
	ICT Resources	MWOSBE	Roseland	NJ
	ID Technologies, LLC		Ashburn	VA
	iGov.com (IMA (MicroAge) Federal d/b/a)		Reston	VA
	IMPEX Technologies	MO	El Segundo	CA
NEW	Impres Technology Solutions Inc	SBA Certified HUBZone; SB	Santa Fe Springs	CA
	Industrial Networkin Systems		Richardson	TX
	Infnit Technology		East Syracuse	NY
	Infnite Consulting Services	SB, DBE	McKinleyville	CA
	InfoSys Services, Inc		Pasadena	MD
	Infotect Design Solutions		Tampa	FL
	Innerspace Architectural Interiors		Fort Walton Beach	FL
	Innovative Office Solutions	WOSB	Burnsville	MN
	Innovative Solutions Group Inc	MO SB	Wake Forest	NC
	Insight (PCM-G)		Tempe	AZ
	Integrated Media	SB	Costa Mesa	CA
	Integration Partners Corp		Lexington	MA
	Integration Technologies Group (ITG)		Falls Church	VA
	IntelliSite		Ft. Mill	SC

	Reseller	SBA Status	City	State
	InterDev LLC		Roswell	GA
NEW	IP Consulting	8(a)	Vienna	VA
	iQuarters		Montgomery	NY
	Iron Bow Technologies		Cherlilly	VA
	Island Tech		Ronkonkoma	NY
	ITI Systems - Innovative Transducer Implementation LLC	SB	Beltsville	MD
	ITO Solutions	SB	Signal Hill	CA
	ITSavvy		Addison	IL
	IVCI		Hauppauge	NY
	Jaser International		Naperville	IL
	JEM Tech Group	WOSB	Clinton Township	MI
NEW	JJ & S Enterprises DBA SSA Technology	SDVOSB & VOSB (CVE) & (SAM)	Santa Clara	UT
	JKS Systems		Glastonbury	CT
	JohnCo, Inc. Office Supplies & Equipment		Middlesboro	KY
	Joltec LLC (DBA LoudounTec)	HUBZone, WOSB	Leesburg	VA
NEW	Jones & Associates contract Services LLC	SDVOSB, MBE, SDB70	Kent	WA
	Kambrian Corporation	8a, WOSB, SDB, MBE	West Covina	CA
	KDTS, LLC.	MOSB, MBE	Fair Oaks	CA
	Keeper Technology		Ashburn	VA
	Kelley Connect	SB	Kent	WA
NEW	Key Code Media, Inc		burbank	CA
NEW	Keycode Media		Burbank	CA
	Knetic Multimedia Systems	MWOSB	Steinhatchee	FL
	Kriaanet, Inc	8(a), HUBZone, WOSB	Quantico	VA
	KTS Knot Technology Solutions	EDWOSB, WOSB	Churchton	MD
	KT's Office Services (Kloss)	SWPB NJ	Toms River	NJ
	Kynetic	NWBOC	Dunedin	FL
	Lakeshore IT Solutions, Inc.		Fox Lake	IL
	Landmark Systems		Troy	MI
NEW	LanLogic		Livermore	CA
	LANRover Network Services, Inc.		Bayport	NY
	Laser Action Plus	WOSB	Ocala	FL
NEW	Law and Order Technology	Pending	Fort Lauderdale	FL
	Lazer Cartridges Plus	WOSB	Walla Walla	WA
NEW	LEEO Industries	8(a)	Phoenix	AZ
	Les Olson Company		W Salt Lake City	UT
	LH Computer Services		Coral Springs	FL
	Lightfoot Communications	Service Disabled, VO, WOSB	Tampa	FL
	Link High Technologies Inc.	MBE	Morris Plains	NJ
	Liona Enterprises	WOSB, HUBZone, 8(a)	Cincinnati	OH
NEW	LN2S Consulting	SDVOSB, EDWOSB, WBE, MBE	O'Fallon	IL
	Lofton Innovation	SDVOSB, MBE, SBE, DBE	Fort Worth	TX
	Logicalis, Inc		Bloomfield Hills	MI
NEW	Logistics 365		Norfolk	NE
	Lotus Logistics		Middletown	DE
	LOTUSUSA INC	WOSB, EDWOSB, HUBZone, SB	Los Angeles	CA
	Louisiana Technology Group Inc (LATG)	WOSB	New Orleans	LA
	Lowmarkup Inc		Irvine	CA
	Lucinda IT	WOSB, WBE	Indianapolis	IN
NEW	Lumbee Group		Jacksonville	FL
	M.A. Police Consulting, Inc.		Rome	NY
	M.E. Trading		Arlington	TX
	M2 Technology, Inc.	SB, Disadv, VO	San Antonio	TX
	Maahi, Inc	WOSB	Farmington Hills	MI
	MANLEY SOLUTIONS, INC	WOSB; MOSB	Castle Pines	CO
	Mark III	HUBZone, MWBE	Houston	TX
	Mason Technologies Inc	SWO	Deer Park	NY
	Maureen Data Systems, Inc.	WBE	New York	NY
	Maximum Office Outsourcing Solutions		National City	CA
NEW	MBI US	MBEC	Dover	DE
	MC Communications LLC		Henderson	NV
	McMillan Systems, Inc		Fresno	CA
	Meadowgate Technologies	HUBZone, WOSB	Trenton	NJ
	MediaNow	VOSB	Netcong	NJ
	Meridian IT, Inc.		Deerfield	IL
NEW	MicroPac Tech	8(a)	Irvine	CA
	Microtech LLC	SDVOSB	Tysons	VA
	Miicor		Boise	ID
NEW	Mission Critical Systems, LLC		Pompano Beach	FL
	Mnemonic Computer Solutions, LLC		Oak Park	CA
	Mobile Concepts Technology		Phoenix	AZ
	Monte Carlo Consulting Group, Inc.	SB, MOSB	Santa Monica	CA

Reseller	SBA Status	City	State
Mooring Tech Inc	SB	Atlanta	GA
More Power Tech	DVO	Longview	WA
Mosaic 451		Phoenix	AZ
Mountain West Resources	HUBZone, DBE	Reno	NV
MRA International		Henderson	NV
MSSI LTD	SDVOSB	Charlotte Hall	MD
mVation Worldwide Inc	SB, MO, DV	Glen Cove	NY
MXN Corp	SB	Woodstock	GA
Myriad Solutions, Inc		Fulton	MD
N & B Solutions		Redmond	OR
N2Grate Government Solutions	HUBZone	Leland	MS
NALA Comm	SBA, 8(a), MDOT MBE	Silver Spring	MD
NEW National Business Equip		Albany	NY
National Secured Assurance, Inc.		Leland	MS
NEW National Technology Group		Holbrook	NY
Nationwide Power Solutions, Inc.		Henderson	NV
Native Innovation	VOSB, MBE, HUBZone	Anthem	AZ
Native Supplies	WO Native American	Alharetta	GA
NCS Technologies, Inc.	MOSB	Gainesville	VA
NEW Netrix, LLC		Bannockburn	IL
Netsync	WOSB, Minority Owned	Houston	TX
Network Enhancement Systems, Inc.		Tulsa	OK
Network Outsource Inc		New Hyde Park	NY
Networking Technologies	SB	Erie	PA
Networking Technologies and Support, Inc. (NTS)	DBE	Midlothian	VA
NetworkOutsourcing		New Hyde Park	NY
Neurilink		Boise	ID
NEW New Century Imaging	WOSB	Goleta	CA
New Tech Solutions, Inc.		Fremont	CA
Nexus Technologies Group LLC	WOSB	Atlanta	GA
Nomar Enterprises DBA Rugged Depot	TX HUB MOSB	Magnolia	TX
Norseman Inc	SB	Elkridge	MD
NEW Nrthem Lights Technologies and Logistics LLC		Barrow	AK
NXGN, Inc		Chicago	IL
Ocean Computer Group		Matawan	NJ
Office Nation DBA PC Nation		Northfield	IL
O'Neill Office Products, Inc		Bethesda	MD
On-Site Laser	EDWOSB	San Diego	CA
Open Systems of Cleveland, Inc.		Cleveland	OH
Optal Business Communications Systems		Nesconset	NY
NEW Optiv Federal		Denver	CO
NEW Optiv Security		Denver	CO
Pacific Computer Supply	SDB	Mountain View	CA
Pacstar		Portland	OR
NEW Pando Solutions LLC DBA Ace Real Time Solutions		Fairview Heights	IL
Panther Ergonomics And Product Solutions		Fort Worth	TX
Paragon Micro		Lake Zurich	IL
Partners Data Systems, Inc		La Mesa	CA
PC Net Inc, DBA PCN Strategies		Washington	DC
PC Solutions & Integration Inc		Miami	FL
PC Specialists, dba Technology Integration Group	MOB	San Diego	CA
PCC-IT International, div of Power Capital Management	SB	Calabasas	CA
PCS Mobile		Denver	CO
Peabody Office		Boston	MA
Peak Resources	SB	Denver	CO
Perfect Vision Sound		Avon	CT
Pettus Office Products		Little Rock	AR
Philotek		Sandy Springs	GA
Photikon Corp	WBENC, WOSB, NYS WBE, NYC WBE	Fairpoint	NY
PIER Group LLC		Jasper	IN
NEW Pillar Technology Partners, LLC		Cummings	GA
Pinnacle Business Systems		Edmond	OK
NEW Pinnacle Network		Wetumpka	AL
Pivot Tech Server Corporation		Norcross	GA
Portola Systems, Inc.		Sebastopol	CA
POSData		Gig Harbor	WA
Preferred Data Systems DBA Perfect Output	MBE SB VOB	Overland Park	KS
Premier Office Systems		Las Vegas	NV
Premier Printing		Platte City	MO
Premier Wireless	EDWOSB	Houston	TX
PremierLogitech		Coppell	TX
Prescriptive Data		Allen	TX
Presidio Coporation		Fulton	MD

	Reseller	SBA Status	City	State
	Prime Edge Tech	WOSB	Winchester	VA
	Print-O-Stat, inc.		York	PA
NEW	Pro Sound, Inc DBA Pro Sound & Video		Miami	FL
	Probitas Tech	SDB, 8(a)	Harrisburg	PA
NEW	Professional Information Systems, Inc.	8(a), WODMOSB	Hobart	IN
	Professional Video Systems		SLC	UT
	Prologic ITS		Acworth	GA
	ProSys Information Systems, Inc.	WOSB	Norcross	GA
	Protech Castle Rock		Castle Rock	CO
	Proverbs Holdings, LLC	MBE	Kansas City	MO
	Q Supply Global Back Office Support LLC	SDVO	Laramie	WY
	QC Tech Aid, L.L.C.		MOLINE	IL
	Quantum Technology Group, LLC		Kissimmee	FL
	Questinghound Tech	SB	Deerfield Beach	FL
	Quire Office Products LLC	MOSB	Long Beach	CA
NEW	Rafay Mobile, Inc.		Brooklyn	NY
	Raion Development	SDVO, MBE, DBE	Orlando	FL
	Ramco Rugged Portables		Naples	FL
	RCN Technologies	WOSB	Knoxville	TN
	RCN Technologies	WOSB	Knoxville	TN
	REK Investment Group Inc. dba Advanced Presentation Systems	WOSB	Albuquerque	NM
	Renew PC DBA M Rugged Mobile Technology		Oklahoma city	OK
	Ridgeline Technology	WOSB	Falto	CA
	Right Price IT		Plain City	OH
	Riomar Group Ventures, Inc.		Brooklyn	NY
	Round Tower		Cincinnati	OH
NEW	Route 1		Chattanooga	TN
	Royal Eagle Project Management and Financial Services	MO	Hamilton Township	NJ
	RP Pro, LLC		Madina	OH
	RS Knapp Co Inc.	SBE	Lyndurst	NJ
	RTI Riverside Technologies, Inc.		Omaha	NE
	Rugged Computing, Inc		Anaheim	CA
	Rugged Development LLC		Mesa	AZ
NEW	SAI Systems	MBE, WOSB	Shelton	CT
	Saitech Inc.	SDB	Fremont	CA
	Sam International Information Tech dba Applied Computer	MBE	San Jose	CA
	Sandhill Consultants		Malville	NY
	Sandoz Construction Solutions	SDVO, VOSB, Texas HUB	League City	TX
NEW	Scope Integrated Services LLC	SB	Boca Raton	FL
	SD3IT, LLC	HUBZone, EDWOSB, WOSB	The Villages	FL
	Securityhunter, Inc		Baltimore	MD
	Sedulutus Group, LLC dba Cyberlogistix	MBE	Calhan	CO
	SenCommunications	WOSB, HUBZone	Tampa	FL
	Seneca Biztek	NAO SDVO MO SB	Salamanca	NY
	Server Tech Supply		Philadelphia	PA
	Seventh Genius	WOSB	Frisco	TX
NEW	SHI INTERNATIONAL CORP		Somerset	NJ
	ShireWire Global Sales and Distribution LLC		Easthampton	MA
	Shivark		Fremont	CA
	Sierra Micro Products	SB	Anacortes	WA
	Sigmanet, Inc. / ConvergeOne, Inc	WOMOSB	Sanford	FL
	Signature Technology Solutions	SDB	Farminaton Hills	MI
	SigNet Technologies dba Convergent Federal Solutions		Beltsville	MD
NEW	Simple Communications Technologies		Harrisburg	NC
	SimpleCom		Harrisburg	NC
	Simply Group II LLC dba Simol/NAS	WOSB, MBE	Sanford	FL
NEW	SimplyNas	WOSB, MBE	Sanford	FL
	Sirius (Federal)	LB	Crofton	MD
	Sirius Computer Solutions, Inc.		San Antonio	TX
NEW	SITA Business Systems, Inc.		Chantilly	VA
	Six Degrees Consulting		Evanston	IL
NEW	Smart Citeez Group	MBE	Boulder	CO
	Smart Group Systems	SB	Richardson	TX
	SMS Tech Solutions		Mint Hill	NC
	SNAP INC		Chantilly	VA
	Socccour Solutions, LP		Plano	TX
	Software Information Resource Cor	HUBZone, WOSB	Washington	DC
	Solid IT Networks	SB	Houston	TX
	Solody Solutions	DBE MWBE SBE	Richardson	TX
	Solvix Solutions	WOSB, EDW	Marlton	NJ
	Solzon Corporation		Westford	MA
	Sonasoftware Corp		San Jose	CA
NEW	Southland Technology, Inc.		San Diego	CA

	Reseller	SBA Status	City	State
	Spectrum Virtual		Cheshire	CT
NEW	Splinter	SB	La Miranda	CA
	SSA Technology		Santa Clara	UT
	SSP Data	MB, SB	Richmond	CA
	Sterling Computers	WOSB	North Sioux City	SC
	Steven Enterprises, Inc.	WOSB	Irvine	CA
	Stock Bridge Consulting, LLC	HUBZone	Washington	DC
NEW	Stoic 7 LLC		Grandview	MO
NEW	StorageHawk	SB	Arlington	VA
NEW	Storehouse Technologies, Inc	SB	San Diego	CA
	Strategic Communications	WOSB, SB	Kenosha	WI
	Stratix		Norcross	GA
	Stridix Technology LLC	WOSB	Fort Lauderdale	FL
	Sun Management		Arlington	VA
	Sunshine Computers and Software, Inc. dba Clarium Managed Services and	MBE	Miami	FL
	Superior communications	Small Business	Rockville	MD
	Supplies Now	SB	Greenacres	FL
	Supply Chimp	MOSB	New York	NY
	Switch Technologies Inc		Rocky Point	NY
	Synactek		Shelton	CT
	Synergy Telecom Inc	SB	Indianapolis	IN
	Synetic	SB, WO	Sacramento	CA
	Sysorex		Hemdon	VA
NEW	Taking Shape LLC dba Direct Supply Solutions	WO SB	Carlsbad	CA
	Tanches Global Management Inc.	HUB, SBE, MBE, WBE	Sugar Land	TX
	Tano Logistics	HubZone	San Pedro	CA
	TASI, LLC	SBA certified 8(a), CVE verified SVOB	Tucson	AZ
	TBNG Inc, d/b/a TBNG Consulting		Milford	CT
	TCI Systems Inc		College Point	NY
NEW	Tech Masters LLC		Santa Maria	CA
	TechPower Solutions Inc		Redmond	WA
	TechTrend		Boise	ID
	Tekration, LLC	WOSB, VOSB, SDVOSB	San Antonio	TX
	Teknique IT		Huntington Beach	CA
	Telcion		Turlock	CA
	Telecom Technologies, Inc.	SBE	Edgan	MN
	Telos Corporation		Ashburn	VA
	Telreco	SBE	Wallingford	CT
	Tera Consulting	8(a), EDWOSB, WOSB	Hicksville	NY
	Texepro LLC	WOSB	Waco	TX
	The eConsortium Group		Houston	TX
	The Lioce Group		Huntsville	AL
	The Ray-Block Stationary Co, Inc.		Floral Park	NY
	The Repair Depot LLC		Stillwater	OK
	The Teneo Group, LLC		Winchester	VA
	Thermocopy dba Centriworks		Knoxville	TN
	Thomas Consultants GOTCI	MBE, SBE, LOSB	Memphis	TN
NEW	Thornburg Computer Services		Auburn	WA
	Three Wire Systems	SDVOSB	Falls Church	VA
	Thundercat Technology	SDVOSB	Reston	VA
NEW	Titanium Supply Co		GraysLake	IL
	TJR Procurement, LLC dba TJR Global	Hubzone, MBE, WOSDB	Fort Myers	FL
	TKK Electronics	HUBZone	Milwaukee	WI
NEW	TM Television		Carrollton	TX
	Tommy TQL	HUBZone, SB	Seattle	WA
NEW	Toner Town	MOSB, DBE	Newport Beach	CA
	Top Tech Clocks, LLC		Reunion	FL
	Topaz Engineering		Hingham	MA
	Totowa Systems	SB	Totowa	NJ
	TRACE3		Irvine	CA
	Trade Products	SB	Fairfax	VA
	Transource Computers		Phoenix	AZ
	Tricade		San Diego	CA
	Trinity Innovative Solutions, LLC		Little Elm	TX
	TriOrb Solutions	SDVOSB, HUBZone	Winter Park	FL
NEW	TSA, Inc. / Technical & Scientific Application Inc.		Hoover	AL
	TSM Consulting Services, Inc		Rockwall	TX
	Tunny LLC		Morgantown	WV
	TVAR Solutions LLC		McLean	VA
	TVS Pro d.b.a. TV Specialists, INC		Salt Lake City	UT
	TwoTrees Technologies LLC		Wichita	KS
NEW	Unistar-Sparco Computers, Inc.	MBE disadvantaged	Millington	TN
	United Data Technologies, Inc. (UDT)		Miramar	FL

	Reseller	SBA Status	City	State
	Universal Info Systems		Edinburg	TX
NEW	US Schematix, LLC	MOSB	Richmond	VA
NEW	V-AM.CO, LLC DBA Mobile Edge Team		Flower Mound	TX
	Vandis Inc.		Albertson	NY
	vCloud Tech Inc.		Rolling Hills Estates	CA
NEW	VectorUSA		Torrance	CA
	Veratics, Inc. DBA GoVets	SDVOSB	Indian Harbor Beach	FL
	Verge Innovation, LLC		Charlotte	NC
	Veritek Consulting, Inc		Ocala	FL
	Vestige IT	SDVOSB	Surrey	ND
	VetMed Group, LLC		New York	NY
	ViewTech	WBE, WOSB, HUBZone	Southlake	TX
	VineSTAR Technology Group		Yucaipa	CA
	Vion	SVOB	Hemdon	VA
	Viperline Solutions		Leeds	AL
	Virtual Graffiti, Inc		Irvine	CA
	Vista IT Systems Inc	WOSB	Medina	OH
NEW	Visuanics LLC	MODBE	Miami Beach	FL
	VLCM		Salt Lake City	UT
	VLR Enterprises, Inc. dba VDC Technologies		Jacksonville	NC
	Voit Telecommunications	WOSB	Meritt Island Florida	FL
	Vology, Inc		Clearwater	FL
	VPLS		Orange	CA
NEW	VSGI		McClellan	VA
	Washington Computer Service		New York	NY
	Washington Office Interiors	HUBZone, WOSB, EDWOSB	Silver Spring	MD
	WECsys LLC		Brooklyn Pk	MN
	Westwind	SB, HUBZone, WOSB, MBE	Albuquerque	NM
	WholePoint Systems LLC	SB	Reston	VA
	Wholesale Computer Exchange	SBE	Trumbull	CT
	Widepoint		Fairfax	VA
	Wildflower International	WOSB	Santa Fe	NM
	Williams Software Associates Corp	SDVOSB	Raleigh	NC
NEW	WIP		Santa Fe Springs	CA
NEW	Wireless Electronics		West Berlin	NJ
	Wisecom Technologies		Lanham	MD
NEW	Work Innovators LLC		Lewisville	TX
	WorkInnovators	SBE/WBE/WOSB/HUB	Lewisville	TX
	World Wide Technology Inc. (WWT)		Saint Louis	MO
	WrightCore, Inc		Franklin	TN
	XenTegra	WBE, DBE, VOSB	Grand Junction	CO
	Xerex Network Technologies	SB	Los Angeles	CA
	XNT Systems		Los Angeles	CA
	Xtek Partners		Columbus	OH
	Zephyr Technologies	MBE, SBE	Parsippany	NJ
	ZDAAS, LLC	WOSB, SMB, HUBZone	Baltimore	MD
	Zeno		Tampa	FL
	Zepol Productions Inc. DBA Altnet		Costa Mesa	CA
	Zepol Productions, Inc. DBA KiloTech		Round Rock	TX
NEW	Zones		Auburn	WA
	Zunesis		Englewood	CO

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<p>3M 5 Point Solutions 7 SIGNAL Inc. Absolute Software Accortec ADATA Technology Add-On Computer Adesso Agosto, Inc Airgain ALE USA – Alcatel Allied Telesis ** APC Apricorn ATDEC ATEN ATS – Alternative Technology Solutions Autel Robotics Avocor AVTEQ Axiom B+B Smartworx Barracuda Networks ** Belkin BenQ Bitglass Black Box Network Services BrainBoxes Ltd Bretford Manufacturing Bridge Communications Brother Int'l BTI Buffalo Americas C2G Capsa Healthcare Centon Electronics Check Point Software Technologies Cherry Americas Chief Manufacturing Cigent Cinemassive CI - Computer Instruments Computer Security Products</p>	<p>CoNarrative Contex America ** CoreView USA cPacket Cradlepoint ** CRU-Dataport CyberPower D&R Electronics Da-Lite Das Keyboard Datacore Software Dataram Corp DH2i D-Link Digi International Digitalware DTG – Definitive Technology Group Durabook Eaton Edge Memory Edgewise Encore Networks ENET Solutions Engenius Enovate IT Envoy Data Ergotech Group, Inc. Ergotron Erwin Evault Evoluent Evolve III Eyesafe Fellowes Firemon Formax <NEW> Fudo Security FujiFilm Getac GFI Software Global Knowledge Goldtouch Gvision GV5 (Getac Video) HID Global HP Enterprise **</p>	<p>HP Inc ** HSM of America Humanscale HyperSign Hyundai IT Hyve iKey Infotrend Innovative Office Incipio IOGear i-PRO Americas Inc. iStarUSA iStorage ITG IX Systems Kantek Kensington Keysight Kinesis Corp Kramer Laplink Lenovo Lexmark LG Electronics LifeSize ** Lind Electronics Link Depot <NEW> Linksys Logitech Mainpine Make Sense Man and Machine Mellanox microMICR MicroPac Technologies Microsoft Surface ** Middle Atlantic Products Mimo Monitors Mirantis (Docker) ** MobileDemand MobileMark Mobile Tech MooreCo, Inc Moshi MultiTech MyCena</p>	<p>NanoLumens NCP Engineering NetAlly Netgear Netmotion Wireless Netsurion Novastar Nvidia Corp Obsidian Integration One World Touch Otter Products Overland Storage Paessler Palo Alto Networks (SLED only) Panasonic ** Paragon Software Parsec Patrol PC PC Matic <NEW> Pexip Pivot 3 Inc. Planar Plantronics Powergistics Premium Compatibles Prestige International PrinterLogic Printronic AutoID Promise Technology Protec Scientific Qlogic QNAP Quantum Quark RapidDeploy ReadyDock RedyRef Retrospect Roqos Ruckus Wireless ** Samsung Sangoma (Digium) Seagate Seal Shield SecureData Sharegate</p>	<p>SimplyNUC SIOS SKB (Stephen Gould) SMK-Link Sony Corp SpacePole, Inc. <NEW> Speco StarTech.com LTD. StorageCraft Stratus SunBrite TV Synchrotech SYNNEX Corp SYNNEX PrintSolv TAG Global Targus Team One Networking Texthelp The Joy Factory Total Micro Technologies Transcend TRENDnet Tripp Lite Troy Group Unirise Unitech Vaddio Veracity Verbatim Americas Vertiv VIDIZMO Viewsonic Visioneer Vivotek VS and Associates VXL Instruments Wasp Barcode Technologies Watchguard ** West Point Western Digital Williams Software (Smartrack) ** Wireless Guardian Xerox Zebra ** Zyxel Corp</p>
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** requires special authorization