

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, DECEMBER 6, 2022 10:00 A.M.

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BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on December 6, 2022, being the first Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Council President, Ward 1; Angelique Lee, Vice-President, Ward 2; Kenneth Stokes, Ward 3 (via teleconference); Brian Grizzell, Ward 4; Vernon Hartley, Ward 5; Aaron Banks, Ward 6 and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Mosley-Jordan, Clerk of Council, Sabrina Shelby, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: None.

The meeting was called to order by **President Foote**.

The invocation was offered by **Pastor Jimmy Edwards of Rosemont M.B. Church**.

The Council recited the **Pledge of Allegiance**.

President Foote recognized **Council Member Hartley** who requested that the Clerk to read Ward 5's Top Priorities for FY 2023 (Consolidated List):

1. Water and Public Health Issues (Public Works)
2. Deteriorating Neighborhoods (Planning Dept./Solid Waste Division)
3. Infrastructure Maintenance (Public Works)
4. Crime, Disorderly Conduct and Homelessness

The following individual provided public comments during the meeting:

- **Lateef Skinner** who expressed concerns regarding the need to create youth soccer programs through PAL Programs.

APPROVAL OF THE NOVEMBER 10, 2022 SPECIAL COUNCIL MEETING MINUTES.

Council Member Lindsay moved adoption; **Council Member Banks** seconded.

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

Nays – None.

Absent – None.

APPROVAL OF THE NOVEMBER 15, 2022 SPECIAL COUNCIL MEETING MINUTES.

Council Member Lindsay moved adoption; **Council Member Banks** seconded.

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

Nays – None.

Absent – None.

APPROVAL OF THE NOVEMBER 17, 2022 SPECIAL COUNCIL MEETING MINUTES.

Council Member Lindsay moved adoption; **Council Member Banks** seconded.

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

Nays – None.

Absent – None.

APPROVAL OF THE NOVEMBER 22, 2022 SPECIAL COUNCIL MEETING MINUTES.

Council Member Lindsay moved adoption; **Council Member Banks** seconded.

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

Nays – None.

Absent – None.

President Foote requested Agenda Item No. 28 be move forward on the agenda. Hearing no objections, the Clerk read the following.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH JONES WALKER LLP, THE COCHRAN FIRM-JACKSON, & HAWKINS LAW, PLLC TO REPRESENT THE CITY IN CIVIL ACTION NO. 21-CV-663 AND 21-CV-667 MATTERS.

WHEREAS, on September 22, 2021, the City of Jackson received a Notice of Claim pursuant to Miss. Code Ann. § 11-46-11 asserting a claim for damages arising from allegations of lead poisoning; and

WHEREAS, the City of Jackson seeks legal representation from experienced attorneys with expertise and training to sufficiently protect the interest of the City of Jackson in the following lawsuits: J.W. v. The City of Jackson, Mississippi et al, Civil Action No. 3:21-cv-0066 and P.R. v. The City of Jackson, Mississippi et al, Civil Action No. 3:21-cv-00667; and

WHEREAS, Jones Walker LLP, specifically Clarence Webster III, and Kaytie M. Pickett, The Cochran Firm-Jackson, specifically Terris C. Harris, and Hawkins Law, PLLC, specifically John F. Hawkins, all have the expertise and training to protect the best interest of the City of Jackson in these lawsuits and any other matters concerning lead poisoning allegations; and

WHEREAS, it would be in the best interests of the City to enter into legal services agreements with Jones Walker LLP in an amount not to exceed \$330,000.00, The Cochran Firm-Jackson in an amount not to exceed \$100,000.00, and Hawkins Law, PLLC in an amount not to exceed \$100,000.00 to perform all duties associated with representation of the City in these matters, for a term of December 21, 2021 to December 20, 2023.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an agreement with Jones Walker LLP in an amount not to exceed \$330,000.00, The Cochran Firm-Jackson in an amount not to exceed \$100,000.00, and Hawkins Law, PLLC in an amount not to exceed \$100,000.00 to represent the City in the above referenced lawsuits.

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

President Foote recognized **Catoria Martin, City Attorney**, who provided a brief overview of said item.

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

Yeas – Foote, Grizzell, Lee and Lindsay.

Nays – Stokes.

Abstention – Banks and Hartley.

Absent – None.

ORDER APPROVING CLAIMS NUMBER 28155 to 28207 APPEARING AT PAGES 120 TO 146 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$9,738,664.76 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 28155 to 28207 appearing at pages 120 to 146, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$9,738,664.76 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

IT IS FURTHER ORDERED that there is appropriated from the various funds the sums necessary to be transferred to other funds for the purpose of paying the claims as follows:

**TO
ACCOUNTS PAYABLE
FUND**

FROM:

| | |
|---------------------------------|--------------|
| GENERAL FUND | 1,728,158.01 |
| TECHNOLOGY FUND | 15,256.00 |
| PARKS & RECR. FUND | 121,522.85 |
| LANDFILL SANITATION FUND | 1,760,807.41 |
| FIRE PROTECTION | 11,274.59 |
| STATE TORT CLAIMS FUND | 488.00 |
| WATER/SEWER REVENUE FUND | 10,371.05 |
| WATER/SEWER OP & MAINT FUND | 611,794.57 |
| WATER/SEWER CAPITAL IMPR FUND | 2,703,680.06 |
| EMPLOYEES GROUP INSURANCE FUND | 60,598.08 |
| KELLOGG FOUNDATION PROJECT | 23,918.34 |
| NARCOTICS EVIDENCE ESCROW | 206.40 |
| HOUSING COMM DEV ACT (CDBG) FD | 42,920.17 |
| H O P W A GRANT – DEPT. OF HUD | 522.05 |
| INFRASTRUCTURE BOND 2020 \$32M | 371,239.49 |
| 1% INFRASTRUCTURE TAX | 132,304.08 |
| TRANSPORTATION FUND | 1,273,160.63 |
| RESURFACING – REPAIR & REPL. FD | 19,542.84 |
| 2018 TIF BOND \$4.8M - EASTOVER | 66,565.40 |
| P E G ACCESS – PROGRAMMING FUND | 2,647.13 |
| SIEMENS SETTLEMENT ACCOUNT | 504,621.01 |
| ZOOLOGICAL PARK | 12,815.94 |
| AMERICAN RESCUE PLAN ACT 2021 | 45,000.00 |
| LIBRARY FUND | 162,250.66 |
| DFA-SB2971-PETE BROWN GOLF | 57,000.00 |

TOTAL **\$9,738,664.76**

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

President Foote recognized **Fidelis Malembeka, Chief Financial Officer**, who provided a brief overview of the larger claims at the request of **President Foote**.

Thereafter, **President Foote**, called for a vote on said item:

Yeas – Foote, Grizzell, Lee and Lindsay.

Nays – Banks, Hartley and Stokes.

Absent – None.

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 28155 TO 28207 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 28155 to 28207 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$96,321.88 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

IT IS FINALLY ORDERED that the following expenditures from the accounts payable fund be made in order to pay amounts transferred thereto from the payroll fund for payment of the payroll deduction claims authorized herein for payment:

| FROM: | TO ACCOUNTS PAYABLE FUND | TO PAYROLL FUND |
|-------------------------------|---|--------------------------------|
| GENERAL FUND | | 2,292,623.34 |
| PARKS & RECR FUND | | 97,548.00 |
| LANDFILL FUND | | 16,437.68 |
| SENIOR AIDES | | 3,360.24 |
| WATER/SEWER OPER & MAINT | | 259,816.15 |
| PAYROLL | 96,321.88 | |
| HOUSING COMM DEV | | 11,905.57 |
| TITLE III AGING PROGRAMS | | 5,827.65 |
| TRANSPORTATION FUND | | 18,264.22 |
| PEG ACCESS-PROGRAMMING FUND | | 4,965.83 |
| 2020 SAKI GRAND DOJ | | 7,350.76 |
| ZOOLOGICAL PARK | | 29,209.66 |
| AMERICAN RESCUE PLAN ACT 2021 | | 15,565.06 |
| TOTAL | | \$2,762,874.16 |

Council Member Banks moved adoption; **Council Member Hartley** seconded.

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

Nays – None.

Absent – None.

ORDER ACCEPTING THE DONATION OF FUNDS IN THE AMOUNT OF TWO HUNDRED DOLLARS (\$200.00) TO THE CITY OF JACKSON.

WHEREAS, a municipality may accept funds donated to the municipality for a specific purpose, provided that such funds are placed in the municipal treasury and are only used for a proper municipal purpose; and

WHEREAS, the governing authorities may only accept donations of funds for purposes which are a function of city government and are authorized by statute; and

WHEREAS, on November 4, 2022, the Department of Administration received a letter from Merrill Lynch indicating that its client, Dr. Wallace B. Bigbee, has requested that a distribution in the amount of \$200.00 be made payable from his individual retirement account to the City of Jackson; and

WHEREAS, the Department of Administration recommends that the donated funds be used to assist with daily operations; and

WHEREAS, Section 21-17-5 of the Mississippi Code states that the care, management, and control of municipal affairs, its property, and finances are vested with municipal governing authorities; and

WHEREAS, Section 21-17-5 of the Mississippi Code states that the governing authorities of a municipality may adopt orders, resolutions, or ordinances governing its municipal affairs, property, and finances, which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or other statute or law of the State of Mississippi.

IT IS, THEREFORE, ORDERED that the governing authorities are authorized to accept a donation from Dr. Wallace B. Bigbee in the amount of Two Hundred Dollars (\$200.00), and said funds should be placed in the municipal treasury to assist with daily operations of the City of Jackson.

Council Member Lindsay moved adoption; **Council Member Banks** seconded.

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

Nays – None.

Absent – None.

ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF CECIL WILLIAMS TO THE JACKSON HOUSING AUTHORITY BOARD.

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

WHEREAS, Cecil William's term expired December 5, 2022; and

WHEREAS, Cecil Williams, resident of Ward 6, after evaluation of his qualifications, has been reappointed by the Mayor.

IT IS, THEREFORE, ORDERED that the Mayor's reappointment of Cecil Williams to the Jackson Housing Authority Board be confirmed with said term to expire December 5, 2027.

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

President Foote recognized **Louis Wright, CAO**, who provided a brief overview of said item.

President Foote recognized **Cecil Williams**, who gave his personal statement and answered questions posed to him by Council Members.

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

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

Nays – None.

Absent – None.

ORDER ACCEPTING THE PROPOSAL OF BERKSHIRE HATHAWAY SUBMITTED BY FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE PLAN YEAR COMMENCING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE.

WHEREAS, Section 125-15-101 of the Mississippi Code authorizes a municipality to negotiate and secure for all or specified groups of employees and their dependents a policy or policies of insurance covering the health as well as a group contract or contracts covering hospital, and or medical and or surgical services or benefits of employees and their dependents as may desire; and

WHEREAS, the City of Jackson has a self-funded health insurance program and provides coverage at no cost to municipal employees but not the dependents of municipal employees or retirees; and

WHEREAS, dependents of municipal employees and retirees do pay a premium for coverage; and

WHEREAS, the rising cost of healthcare services and pharmaceuticals pose significant risk to the City as a self-insurer; and

WHEREAS, the best interest of the City of Jackson would be served by limiting its exposure for healthcare cost; and

WHEREAS, procurement of excess risk coverage would minimize the City's exposure for payment of healthcare services and pharmaceuticals; and

WHEREAS, the Department of Personnel Management initially received quotes from two carriers interested in providing excess risk insurance for single and family coverage for active and retired employees participating in the City of Jackson's self-funded health insurance plan for the 2023 Plan Year; and

WHEREAS, Fisher Brown Bottrell, on behalf of Berkshire Hathaway, submitted a proposal to renew with two (2) options based on single enrollment of 966 and family enrollment of 564 as follows:

Option 1: Contract Basis 12/15
Individual Specific Deductible \$ 350,000
Specific Maximum Per Contract Period Unlimited
Single Premium \$25.40
Family Premium \$63.50
Annual Premium \$724,205

Option 2: Contract Basis 12/15
Individual Specific Deductible \$350,000
Specific Maximum per Contract Period Unlimited
Single Premium \$24.39
Family Premium \$80.05
Annual Premium \$824,507

WHEREAS, Fisher Brown Bottrell, on behalf of Berkley, submitted a preliminary quote with one (1) option based on single enrollment of 966 and family enrollment of 564 as follows:

Contract Basis 12/15
Individual Specific Deductible \$ 350,000
Specific Maximum Per Contract Period Unlimited
Single Premium \$24.39
Family Premium \$80.05
Annual Premium \$824,507

WHEREAS, Fisher Brown Bottrell, on behalf of UnityRe, submitted a preliminary quote with one (1) option based on single enrollment of 966 and family enrollment of 564 as follows:

Contract Basis 12/15
Individual Specific Deductible \$ 350,000
Specific Maximum Per Contract Period Unlimited
Single Premium \$31.31

Family Premium \$71.98
Annual Premium \$850,106

WHEREAS, Fisher Brown Bottrell, on behalf of Nationwide (AccuRisk) submitted a preliminary quote with one (1) option based on single enrollment of 966 and family enrollment of 564 as follows:

Contract Basis 12/15
Individual Specific Deductible \$ 350,000
Specific Maximum Per Contract Period Unlimited
Single Premium \$31.11
Family Premium \$79.36
Annual Premium \$897,736

WHEREAS, the proposals were received through a Request for Quotes; and

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

WHEREAS, the Department of Human Resources recommends that Option 1 of the renewal proposal submitted on behalf of Berkshire Hathaway be accepted by the City of Jackson; and

WHEREAS, the best interest of the City of Jackson would be served by acceptance of Option 1 of the renewal proposals submitted by Fisher Brown Bottrell on behalf of Berkshire Hathaway.

IT IS, THEREFORE, ORDERED that Option 1 of the proposal submitted by Fisher Brown Bottrell on behalf of Berkshire Hathaway with the proposal of Fisher Brown Bottrell Insurance, "specific excess risk" insurance on the basis of single and family coverage for active and retired city employees participating in the City's self-funded health insurance plan for the period January 1, 2023- December 31, 2023 be accepted.

IT IS FURTHER ORDERED that amounts not exceeding \$25.40 for single coverage participants and \$63.50 for family coverage participants be paid. The total premiums paid for the excess risk coverage for the 2023 plan year shall not exceed \$724,205.00.

IT IS FINALLY ORDERED that the Mayor be authorized to execute the necessary documents to effectuate said insurance subject to the documents containing only the terms set forth and accepted in this order regarding premiums and the duration of the relationship between Fisher Brown Bottrell.

Council Member Banks moved adoption; **Council Member Hartley** seconded.

President Foote recognized **Roderrick Oliver, Benefits Administrator**, who provided a brief overview of said item.

Thereafter, **President Foote** called for a vote of said item:

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

Nays – None.

Abstention – Stokes.

Absent – None.

ORDER RATIFYING A CONTRACT WITH KOLOGIK, LLC FOR THE KOLOGIK SAAS SOLUTION FOR COMPUTER-AIDED DISPATCH, RECORDS MANAGEMENT SYSTEM, AND JAIL MANAGEMENT SYSTEM PUBLIC SAFETY SOFTWARE SUITE.

WHEREAS, Tyler Technologies provides New World Public Safety Software to the Jackson Police Department for the use of Computer Aided Dispatch, Records Management, Mobile Field Reporting; and

WHEREAS, due to the severity of the failures with New World Public Safety software, the Jackson Police Department must procure a new public safety software provider to replace the current provider before the current provider discontinues support and maintenance services. This will severely affect the software's functionality, which will affect public safety operations within the City of Jackson; and

WHEREAS, due to the immediate threat to the public safety of the citizens and visitors of the City of Jackson, Mississippi, and the sustainability and functionality of the Jackson Police Department, the Mayor invoked the emergency procurement process pursuant to Section 31-7-13(k) of the Mississippi Code of 1972, as amended, a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a contract was executed with Kologik SaaS Solution. for an amount not to exceed \$783,000.00, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the contract with Kologik, LLC for the Kologik SaaS Solution for an amount not to exceed \$783,000.00, for its Computer Aided Dispatch, Records Management System, and Jail Management System Public Safety Software Suite is ratified.

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**KOLOGIK LLC
SOFTWARE-AS-A-SERVICE AGREEMENT**

This Kologik LLC Software-as-a-Service ("SaaS") Agreement ("Agreement") is entered into by and between Kologik LLC, with its principal office located at 101 Main Street, Suite 510, Baton Rouge, LA 70801 ("Kologik"), and the customer named below. The effective date of this Agreement is the date of full execution of this agreement ("Effective Date").

Customer Name: City of Jackson, Mississippi Jackson Police Department ("Customer")
Address: 327 E. Pascagoula Street
Jackson, MS 39204

RECITALS

WHEREAS, Kologik is the owner of certain computer software programs, including its Kologik software application ("Software"), and also provides configuration, training, and other services related to the Software purchased by Customer hereunder ("Services");

WHEREAS, the Software enables law enforcement agencies to document, record, manage and exchange information necessary for daily law enforcement activities;

WHEREAS, Kologik provides to customers access to the Software by way of its centrally web-hosted platform on a subscription basis as a Software-as-a-Service (SaaS) offering, as an alternative to self-hosting or obtaining a perpetual license with managed hosting services;

WHEREAS, the Software can be configured to provide for data from various information feed sources to meet the Customer's needs;

WHEREAS, Customer now desires Kologik to provide, and Kologik desires to provide, Customer with access to the Software by way of Kologik's SaaS offering; and

WHEREAS, Kologik and Customer may sometimes be referred to herein each as "Party" or together as "Parties."

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the Parties agree as follows:

AGREEMENT

1. Grant of License.

1.1 License Grant. During the Term, and subject to the terms and conditions of this Agreement, Kologik hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, license, on a subscription basis only, without the right to grant sublicenses, to access and use the Software via Kologik's web-based platform, over the Internet, as a SaaS solution, solely to support Customer's normal course of business, as configured by Kologik in accordance with Sections 2 and 3 below ("Solution"). The license is limited for use by Sworn Officers and Civilian Workers to the number set forth in Schedule A. Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. Civilian workers that are directly employed by Customer may be eligible for licenses and utilize the Solution. However, Customer shall not provide any third party access to the Software or Solution without Kologik's prior written consent. The license granted in this Section 1 shall also include modifications to the Solution or Software that Kologik may make available to the Services that Customer procures from Kologik.

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1.2. Restrictions on Use. Customer shall not, and shall not permit others to, without Kologik's prior written consent: (i) exceed the number of permitted licenses set forth on Schedule A; (ii) license, sublicense, sell, resell, distribute, rent, lease, assign or transfer the Software or Solution to any third party; (iii) modify, customize, reverse engineer, adapt, reverse assemble, reverse compile or create derivative works of the Software or Solution or any part thereof; or (iv) use the Software to harass, abuse, threaten, infringe intellectual property, or otherwise cause harm to Kologik or any third parties.

2. Initial Set Up and Configuration Services. Upon execution of this Agreement, the Parties will work together to define Customer's needs for configuring the SaaS Solution within the parameters of standard features in the systems purchased. Kologik's standard initial implementation, set-up and training fees are set forth in Schedule A. Customer's timely response to discovery and data requests are paramount to timely implementation (Section 8.3 herein).

3. Professional Services and Statements of Work. If additional Services are requested of Kologik beyond the scope of the initial standard set up and configuration services set forth in Section 2 above, the Parties will enter into a mutually agreed upon Statement of Work ("SOW") identifying the Services and tasks to be performed by Kologik, and set forth an estimate of the hours and corresponding fees for such Services. Unless otherwise set forth in the SOW, all Services will be provided by Kologik on a "time and material" basis at the rates identified in the SOW.

4. Customer Support. During the Term, Kologik will provide Customer with the ability to report technical issues 24 x 7 for the Software/Solution. Response times to resolve issues are set forth at Kologik's Customer Support Policy, attached hereto as Schedule B. Kologik support includes troubleshooting, basic usability and navigation assistance. If applicable, Customer agrees to provide Kologik access to production systems for purposes of customer support.

5. Service Level Agreement. Kologik will provide the Services in accordance with the Service Level Agreement attached hereto as Schedule B.

6. Fees and Payment Terms.

6.1. Payment Terms. Fees and payment terms for the Initial Term of the Agreement are set forth in Schedule A, and will be paid to Kologik by Customer. Fees for Services for any renewal term ("Renewal Term") will be invoiced by Kologik to Customer prior to the expiration of the Initial Term or any Renewal Term. If Customer chooses to not renew the Services, it will provide Kologik with written notice of such decision at least sixty (60) days (Initial ~~Term~~ prior to the expiration of the Initial Term or any Renewal Term. Customer shall pay to Kologik all Fees due hereunder, as set forth in Schedule A or otherwise in writing by a SOW, purchase order, or other similar document, within thirty (30) days but no later than forty-five (45) days after receipt of Kologik invoice. Unless otherwise instructed by Customer in writing, Kologik shall send all invoices electronically to the email address specified at the introduction paragraph of this Agreement.

6.2. Expenses. Customer shall reimburse Kologik for previously-approved reasonable travel expenses incurred beyond the normal scope included in Schedule A if these expenses were incurred at the request of the Customer. Any travel expenses beyond the normal scope in Schedule A shall be preapproved by the Customer and are subject to approval by the governing authorities of the City of Jackson. Kologik will be responsible for any expenses incurred without the approval of the Customer. Such expenses are not included in any estimate in a SOW unless expressly itemized.

6.3. Cancellation or Rescheduling of Meetings or Travel by Customer. If meetings are rescheduled or cancelled by Customer after Kologik travel expenses have been incurred, Customer is responsible for penalties or other costs associated with changing or cancelling airline tickets. If services engagements are rescheduled or cancelled by Customer with less than twenty-four (24) hours' notice to Kologik, Customer is responsible for payment of eight (8) employee hours at current rates plus any incurred travel expenses.

6.4. Interest. Kologik may charge a service fee on late payments of the lesser of 1.5% per month or a portion thereof on the unpaid balance as set forth in Section 31-7-305 of the Mississippi Code Annotated of 1972, as amended.

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6.5. Taxes. Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services provided hereunder.

6.6. Alternative Payment Methods. Payments may be made by electronic means upon request to AR@kologik.com. Credit card processing or wire transfer fees will be the responsibility of the customer.

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

6.8. Availability of Funds. It is expressly understood and agreed that under this Agreement's continued use and the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the governing authorities to provide funds or of the governing authorities to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to Kologik to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

7. Ownership.

7.1. Solution. Customer acknowledges and agrees that it is acquiring only the right to access and use the SaaS Services, Solution and underlying Software licensed under this Agreement. Kologik, or its licensors in the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by Kologik pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that, as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of Kologik, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement. Any rights not expressly granted to Customer under this Agreement are retained by Kologik.

7.2. Documentation and Training Materials. All Kologik documentation and training materials provided by Kologik hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of Kologik. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the Kologik documentation and training materials shall be reproduced on any copies. Subject to applicable open records laws, no copies of Kologik documentation or training materials shall be provided to any third party or competitor of Kologik.

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7.3 Customer Data

(a) Customer hereby represents and warrants to Kologik that it is the owner or licensee of all data, information, files, and other material and content entered into the Software/Solutions ("Customer Data"). Customer acknowledges and agrees that it is solely responsible and liable for a breach of the Customer Data and its use of the Customer Data, including any data obtained or entered into the Software by a third party, of the Customer unless it is determined that Kologik is responsible for any compromise or data breach to Customer Data. Customer further acknowledges and agrees that Kologik is merely a provider of the SaaS Services and the Solution on which the Customer Data resides, is not an authoritative source of the Customer Data, and is in no way responsible or liable to Customer or any third party for the Customer Data unless it is determined that Kologik is responsible for any compromise or data breach to Customer Data. Therefore, Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data, and acknowledges and agrees that Kologik shall have no responsibility or liability with respect to Customer or the Customer Data being compliant with such regulations. Customer further represents and warrants to Kologik that the Customer Data, or Customer's use of the Customer Data in the Software/Solution, does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, violate the civil rights of any individual, or otherwise constitute the breach of any agreement with any other person or entity. Customer further represents and warrants that the Customer Data does not contain any illegal, threatening, harassing, libelous, false, defamatory, offensive, or other material that would violate applicable law or regulation.

(b) Customer hereby authorizes Kologik to access and use the Customer Data for the sole purpose of providing the Solution and Services hereunder. Kologik will not share the Customer Data with any third parties, subject to Section 12.2 herein, or modify any of the Customer Data without Customer's express written consent. Access to the Customer Data by Kologik's authorized representatives shall be conducted in a safe, secure, and reliable manner.

Limited Warranty; Customer Obligations

8.1 Software/Solution Warranties

(a) Kologik hereby represents and warrants to Customer (i) that the Solution provided under this Agreement will conform in all material respects as described in Kologik's published documentation ("Documentation") and to Customer specifications that Kologik has agreed to in writing and incorporated into this Agreement ("Specifications"); (ii) that Kologik has the legal right to enter into and perform its obligations under this Agreement; and (iii) that, in the time of Customer access, to the best of Kologik's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party. For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must promptly report any defects in the Solution to Kologik in writing in order to receive the warranty remedy set forth in this Section 8.1(b).

(b) Customer's remedy, and Kologik's sole obligation, under this Software/Solution warranty shall be, at Kologik's discretion, to provide a work around or correction for, or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications, or otherwise as warranted above. All issues will be worked in accordance with support timelines set forth in Schedule B. If Kologik does not provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications within the resolution time provided by Kologik to Customer, then Kologik will, upon Customer's written request for cancellation of the order, terminate the license and refund the license fee that was paid by Customer to Kologik for the order.

(c) Kologik shall have no obligation under this warranty if the Solution has been used other than in accordance with this Agreement or the Documentation and Specifications.

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8.2 Services Warranties

(a) Kologik warrants to Customer that any professional services for a particular SOW will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to Kologik in writing within ninety (90) days of completion of the Services for that particular SOW in order to order to receive the warranty remedy set forth in this Section 8.2.

(b) If the Services are not performed in a manner consistent with generally accepted industry practices, then Kologik's obligation under this service warranty shall be to re-perform the services at no cost to Customer. If Kologik fails to re-perform the Services as warranted within the resolution time mutually agreed upon by Kologik and Customer, Customer shall be entitled to a refund of the fees paid by Customer to Kologik for the deficient services and to immediately terminate the particular statement of work without liability.

8.3 Customer's Actions. In the event that Customer is required to provide any information or take any actions to facilitate the access and use of the Services and/or Solution, Customer will use good faith efforts to provide Kologik with the required information or take the required actions in a timely manner.

9. LIMITATION OF LIABILITY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SaaS SERVICES, SOFTWARE AND SOLUTION ARE PROVIDED BY KOLOGIK TO CUSTOMER ON AN "AS IS" BASIS, UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT. KOLOGIK DOES NOT WARRANT THAT THE SOFTWARE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE OR SOLUTION.

10. Indemnification

10.1 General Indemnification. Each party's liability is determined and controlled in accordance with Mississippi law. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the parties under Mississippi law.

10.2 Infringement. Kologik will defend, indemnify and hold harmless Customer against any and all third party claims that the Software or Solution infringes any registered U.S. copyright of such third party that are issued as of the delivery date of the Solution to Customer. Kologik shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies Kologik in writing of such claim in sufficient detail to enable Kologik to evaluate the claim, and (b) Customer cooperates in all reasonable respects, at Kologik's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom. Should the Solution become, or in Kologik's opinion be likely to become, the subject of such a claim of misappropriation or infringement, Kologik at its sole option, shall either: (a) procure for Customer the right to continue using the Solution, (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and refund any pre-paid fees to Customer, pro-rated for the balance remaining in the then-current subscription term. Kologik shall have no liability with respect to infringement of any proprietary right, except as set forth in this Section 10.2.

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11. Term and Termination.

11.1 Term. The term of this Agreement shall commence at the conclusion of the forty-five (45) day test period, and continue in full force and effect for the one (1) year after the date of the last signature. Unless otherwise terminated in accordance with Section 11.2 below, this Agreement will automatically terminate upon the expiration of the Initial Term set forth in Schedule A. (Initials) *CRM*

11.2 Termination. This Agreement may be terminated as follows:

11.2.1 Termination for Convenience. If either Party desires to discontinue any Services under this Agreement, beyond the Initial Term, the Party may do so by providing written notice of non-renewal of the particular Services at least sixty (60) days (Initials) *CRM* prior to the end of the Initial Term. There is no termination for convenience during the Initial Term set forth at Schedule A or any Renewal Term. *CRM*

11.2.2 Termination for Cause.

(a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach; or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.

(b) Either Party may terminate this agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganizations, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up, provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days.

(c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching party shall not be liable to the other for any loss, damage, or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

11.3 Effect of Termination. Upon termination or expiration of this Agreement, Kologik shall have the right to terminate Customer's access to the SaaS Services and Solution and discontinue Services to Customer.

11.4 Data Release. Prior to the termination or expiration of this Agreement, Kologik will assist Customer with the release or copying of any Customer Data contained within the Solution, subject to Customer signing a data release agreement. Upon such request, Kologik shall provide a work order to Customer which outlines the level of effort, at the prevailing professional services rates, in support of such data release. Customer shall either accept or reject the work order within thirty (30) days of receipt of said work order. If Customer fails to provide written acceptance or rejection of said work order within thirty (30) days, the work order will be deemed to be rejected, and Kologik shall have the right to remove, delete, or destroy the Customer Data from the Solution.

11.5 Survival. The provisions of Sections 6, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement.

12. General Provisions.

12.1 Binding Agreement. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

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12.2 Confidentiality. During the term of this Agreement and at all times thereafter, each Party shall, and shall ensure that its respective directors, officers, employees, contractors and agents hold any and all Confidential Information disclosed by the other Party pursuant to this Agreement in the strictest confidence and in accordance with state and federal law. "Confidential Information" shall include without limitation all information and records whether oral or written or disclosed prior to or subsequent to the execution of this Agreement which has been marked "Confidential" or should reasonably be considered confidential, such as patents, utilization review, quality assessment, finances, volume of business, methods of operation, trade secrets, contracts, and prices, and price-related information.

Each Party shall destroy any Confidential Information received from the other following the Event for which the Solution has been designed. Each Party agrees that disclosure of the other's Confidential Information other than in accordance with this Agreement may cause irreparable injury to the other, and that the other Party may be entitled to injunctive relief to prevent one another's breach of this Section. Nothing in this Section shall restrict either Party with respect to information or data: (i) that such Party rightfully possessed before it received the information from the other, as evidenced by written documentation of such possession; (ii) that subsequently becomes publicly available through no fault of such Party; (iii) that is subsequently furnished rightfully to such Party by a third party (excluding affiliates of the other) not known to be under restrictions on use or disclosure; (iv) that is required to be disclosed by applicable law (solely to the extent of such requirement); provided that the disclosing Party will exercise reasonable efforts to notify the other prior to disclosure; or (v) that is independently developed by such Party without any confidential information of the other.

12.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is not assignable by either Party without the prior written consent of the other. Notwithstanding the foregoing, upon reasonable notice, either party may assign all or any part of its rights and obligations under this Agreement without consent to (a) any entity resulting from any merger, consolidation or other reorganization of the assigning party; (b) any operating entity controlling the assigning party, or owned or controlled, directly or indirectly, by the assigning party; (c) any affiliate of the assigning party; or (d) any purchaser of all or substantially all of the assets of the assigning party.

12.4 No Waiver. If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

12.5 Electronic Media. A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and a copy of this Agreement in the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

12.6 Rights to Subcontract. Kologik may subcontract for the provision of certain portions of the Solution under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Kologik to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to Kologik.

12.7 Entire Agreement. This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.

12.8 Force Majeure. Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party's control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party.

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12.9 Notices. Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; (ii) three (3) business days after the date of mailing if sent by certified or registered mail; (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery; or (iv) upon read receipt of delivery by electronic communications at orders@kologik.com. All communications shall be sent to the contacts information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision.

To Kologik: Kologik LLC
301 Main Street, Suite 510
Baton Rouge, LA 70801
Attn: Paul San Soucie
Email: orders@kologik.com

To Customer: City of Jackson
Address: 127 East Pascagoula Street
City, State, Zip: Jackson, MS 39205
Main Contact Email: vgriazek@city.jackson.ms.us

12.10 Severability. If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.

12.11 Waiver and Modification. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

12.12 Modifications. Any amendment, supplementation or other modification of any provision of this Agreement shall be effective only if in writing and signed by both Parties. It is the intent of the Parties that this Section 12.12 shall expressly apply to exclude any additional or conflicting terms in any purchase order or similar ordering document ("PO") issued by Customer, and requires instead a writing between the Parties that is separate and apart from any such PO to amend or add to this Agreement.

12.13 Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties and each Party is an independent contractor.

12.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.

12.15 Non-Solicitation of Employees. Each Party agrees that during the term of this Agreement and for a period of two years after its expiration or termination, neither Party will solicit or encourage any employee or consultant to discontinue their employment or engagement with the other Party. This provision shall not apply to employment opportunities of either Party advertised to the general public (e.g., newspaper advertisement, internet advertisement or listing, etc.) to which an employee of either Party may respond.

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12.16 Compliance with Laws. The Parties agree to fully comply with all laws and regulations in the performance of this Agreement, including all relevant export and import laws and regulations of the United States. Further, if applicable, Customer agrees to fully comply with 24 CFR Part 23.

12.17 Choice of Law; Dispute Resolution; Jurisdiction; Venue. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of Mississippi, without regard to any conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If there is a dispute between the Parties relating to this Agreement, the Parties shall first attempt to resolve the dispute by evaluating the dispute within their respective organizations. Any litigation arising out of or relating to this Agreement shall take place exclusively in the appropriate state or federal court in the State of Mississippi.

12.18 Paragraph Headings. The paragraph titles used herein are for the convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.

12.19 Marketing. From time to time, Kologik lists and/or mentions its customers in its marketing and communications initiatives including social media. Customer agrees that Kologik may use Customer's name and logo free of charge for such purpose for the duration of the Term subject to the approval by the Customer. In addition, Kologik may work with customer on a Press Release, Case Study or Testimonial subject to approval by the Customer before publication.



12.20 Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that the terms and conditions of this Agreement shall govern and take precedence over any different or additional terms and conditions of such purchase order or similar document.

12.21 Authority to Bind. Each Party hereby represents and warrants that the Party signing below has full right, power and authority to enter into this Agreement and bind such Party accordingly.

KOLOGIK LLC

BY: 
NAME: Robert P. Wolf
TITLE: CEO / President
DATE: 11/10/2022

CUSTOMER

BY:  
NAME: Chokwe A. Lumumba
TITLE: Mayor
DATE: 11/14/22

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Additional Contact Information

Primary Contact Name: Vincent Grizzell
Primary Contact Job Title: Deputy Chief
Primary Email: vgrizzell@jacksonms.gov
Primary Contact Phone: +1 601 960 1026

Department Head Name:
Department Head Job Title:
Department Head Email:

Billing Contact Name:
Billing Contact Email:
Billing Contact Phone:

| | |
|-------------------------------|------------------|
| Kolagik Contracts Rep. Name: | Meh Chism |
| Kolagik Contracts Rep. Phone: | (215) 372-0674 |
| Kolagik Contracts Rep. Email: | mehm@kolagik.com |

JACKSON PD 001

SCHEDULE A
PRODUCTS & PRICING SCHEDULE
Jan 15, 2022

Customer Name and Address: City of Jackson, Mississippi Jackson Police Department
127 E. Pascagoula Street
Jackson, MS 39205
Attn: Vincent Grizzell

Initial Term: Commencing on the term date as defined in 14.1 of the Agreement and continuing for one (1) year thereafter.

Product/Services Selected: Nologic SaaS Solution

Proposal Number: Jackson PD_001

QJH Numbers:

A. Summary of Differences: 300

Ona Migration/Integration From: NIA

Agency Physical Address:

| QTY | Item Description | Unit Price | Total Price |
|--|---|--------------|--------------|
| Initial Fees (One-time) | | | |
| 1 | CAD ANI/ALI Initial (One-time) | \$7,000.00 | \$7,000.00 |
| 1 | Complete Set up of full system, training, support and PM | \$150,000.00 | \$150,000.00 |
| | | | \$157,000.00 |
| Migration Fees (One-time) | | | |
| 1 | CAD Data Migration (One-time) (Per vendor, per system) | \$10,000.00 | \$10,000.00 |
| 1 | RMS Data Migration (One-time) (Per vendor, per system) | \$10,000.00 | \$10,000.00 |
| 1 | IHS Data Migration (One-time) (Per vendor, per system) | \$10,000.00 | \$10,000.00 |
| | | | \$30,000.00 |
| QTY | Item Description | Unit Price | Total Price |
| Kongsik SaaS Solution Fees (Recurring) | | | |
| 300 | Infocaptor Additional Licenses (Recurring) | \$500.00 | \$150,000.00 |
| 1 | CAD Basic System (Recurring) | \$7,500.00 | \$7,500.00 |
| 1 | CAD ANI/ALI (Recurring) | \$3,000.00 | \$3,000.00 |
| 30 | CAD Additional license (Recurring) | \$1,100.00 | \$33,000.00 |
| 1 | RMS Basic System (Recurring) | \$7,500.00 | \$7,500.00 |

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| | | | |
|--|------------------------------------|--------------|--------------|
| 295 | RMS Licenses (Recurring) | \$4,000.00 | \$324,500.00 |
| 1 | JMS Basic System (Recurring) | \$7,500.00 | \$7,500.00 |
| 10 | JMS Additional license (Recurring) | \$1,100.00 | \$33,000.00 |
| | | | \$396,000.00 |
| Item Description | | Total Price | |
| TOTAL FEES: One (1) Year Cost of Kologik SaaS Solution | | | |
| Set-Up & Training Fees One-time | | \$187,000.00 | |
| SaaS Fees Recurring (Year 1) | | \$596,000.00 | |
| YEAR 1 FEES: | | \$783,000.00 | |
| Year 2 Fees - Optional | | \$596,000.00 | |
| Year 3 Fees -Optional | | \$596,000.00 | |

INVOICING AND PAYMENT TERMS

Invoicing. Unless otherwise agreed by the parties, Kologik will invoice Customer \$157,000 at or near time of signing. The remaining \$636,000 for year 1 will be billed after the 45 day test period as follows: \$30,000 one-time migration fees will be invoiced at the completion of the 45 day trial. Remaining \$596,000 will be billed monthly at the rate of \$49,666.67 also starting at the completion of the 45 day trial. Customer has the right to cancel within the first 45 days for the cancellation fee of \$137,000. Additional fees will be invoiced upon completion of each.

Payment Terms. Payments are due no later than thirty (30) days following the date of Kologik invoice.

Additional Fees. Credit card payments are subject to a processing fee.

Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. These additional fees will be invoiced on a prorated basis at the contracted rate for each license.

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SCHEDULE B

Kologik SAAS SOLUTION
Service Levels and Standard Customer Support Policy

Two (2) ways to contact Support
Phone: 855-119-9417 or 469-680-1400
Email: support@kologik.com

Uptime Availability

Kologik will maintain 98% total availability of the software and Service to Company (for purposes of this support policy, "Company" shall refer to Kologik's Customer) measured on a monthly basis, excluding scheduled maintenance of four (4) hours per month or less ("Scheduled Maintenance"). Kologik will provide Company with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Company in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 4AM CST to 8PM CST ("Normal Business Hours"). Emergency repairs will be performed as required and Kologik will promptly notify Company of such action.

Service Level Definitions

- LEVEL 1 – Support provides the following services:
- + Forgotten ID's and passwords
 - + Account expiration issues (ID and password changes)
 - + Day-to-day use of the Kologik Software
 - + Connectivity issues including LAN, wireless access from the patrol cars and Internet access
 - + Initial triage of the support request to determine the next level of support, if required
 - + Logging the call and tracking its progress through to resolution
- LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:
- + Additional contact with the customer to continue to triage the support request and resolve items such as:
 - + Data issues including integrity and accuracy
 - + Problems with maps including geo-location inaccuracies
 - + Problem with CAD or other related Crime data feeds
 - + Problems with included third-party components
 - + Server imbalance
 - + Performance issues
 - + Interface with Level 3 support team to help identify a resolution
- LEVEL 3 – Support services provide code level changes to the application
- + Identification and resolution of a software failure which requires a patch or fix
 - + Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes


Severities

| | |
|--------------------------------------|--|
| Jackson PD 001 | |
| Severity 1 High Priority Critical | Definition: System down or unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1. |
| Initial Response Time | All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7. |
| Resolution Time | As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date"). |
| Severity 2 Medium Priority | Definition: Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically, a workaround is not available. |
| Initial Response Time | All severity 2 problem reports or service requests can be submitted to the Support Center 24x7. However, responses to these requests will only be made between Monday through Friday, 8AM CST to 8PM CST. Requests will be responded to within 4 hrs during these business hours. Kologik will provide the status of the work request on a regular basis via telephone, email or other form of communication to the requester. |
| Resolution Time | As the resolution time is depended on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date"). |
| Severity 3 Low Priority | Definition: Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically, a workaround is available. Severity 3 issues do not include shorts or loss of data. |
| Initial Response Time | All severity 3 problem reports or service requests can be submitted to the Support Center 24x7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 8PM CST. |
| Resolution Time | As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours. During this period, the customer must be available to help with the problem determination and resolution. |
| Severity 4 Low Priority | Definition: Enhancement, feature/user request or training. May include password resets or training questions. |
| Initial Response Time | All severity 4 problem reports or service requests can be submitted to the Support Center 24x7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 8PM CST. |
| Resolution Time | Kologik support team will work on the problem / request during normal office hours with the assistance of the customer. |

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Remedy


If Kologik does not meet its system availability commitment of 98%, as set forth above, upon Company's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Company may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with Kologik and its network or data center. No credit will be given if it is determined the problem is at Company, the Internet, or otherwise out of Kologik's control.

Melita Maternichella
Chief Financial Officer

Louis Wright
Chief Administrative Officer

10/26/22
Date

III. DECLARATION OF EMERGENCY

Thereby declaring that an insurrection exists in the sovereignty and jurisdiction of the Jackson Police Department and the delay incident in obtaining competitive bids to obtain public safety software could cause an adverse impact upon the City of Jackson, Mississippi, and citizens constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and that a contract to obtain public safety software, hardware, and implementation services are authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective _____, 2022

CHOKWE A. LUMUMBA
Mayor
10/26/22
Date

Vice President Lee moved adoption; Council Member Grizzell seconded.

President Foote recognized Vincent Grizzell, Deputy Chief of Jackson Police Department, and Catoria Martin, City Attorney, who provided a brief overview of said item.

Thereafter, President Foote, called for a vote of said item:

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE SALE OF LOST, STOLEN, ABANDONED, AND MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON DECEMBER 10, 2022.

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

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

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

IT IS HEREBY ORDERED that motor vehicles and equipment be sold at a public auction to be held at 4225-C Michael Avalon Street on December 10, 2022 pursuant to compliance with Section 21-39-21, Mississippi Code of 1972, as Amended.

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

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

President Foote recognized George Jimerson, Commander of Jackson Police Department, and Vincent Grizzell, Deputy Chief, JPD, who provided a brief overview of said item.

Thereafter, President Foote, called for a vote of said item:

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

Nays – Stokes.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LIKE-A-SHOT ENTERTAINMENT TO FILM AT THE MISSISSIPPI RIVER BASIN MODEL LOCATED IN THE BUDDY BUTTS PARK ON DECEMBER 14 AND DECEMBER 15 FOR A PROGRAM NAMED “HIDDEN AMERICAN”.

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

WHEREAS, Like-A-Shot Entertainment, a company in England and Wales at the address 1-3 St. Peter’s Street, London, N1 8JD contacted the City and requested permission to film at the Mississippi River Basin Model; and

WHEREAS, the Mississippi River Basin Model is public property located in Buddy Butts Park subject to the care, management, and control of the City of Jackson; and

WHEREAS, Like-A-Shot Entertainment intends to interview associates of the Friends of the Mississippi River Basin Model for a program called “Hidden American” that will premiere in the United Kingdom; and

WHEREAS, the filming will occur on Wednesday, December 14, 2022 and Thursday, December 15, 2022 between the hours of 7:00 a.m. and 5:00 p.m. each day; and

WHEREAS, the film crew will consist of two persons; and

WHEREAS, Like-A-Shot Entertainment has provided the City with proof of public liability insurance and products liability insurance with limits of 10,000,00.00 million pounds for the policy period October 3, 2022 through June 2023; and

WHEREAS, Like-A-Shot Entertainment shall pay nominal consideration of \$1.00 per day for filming at the Mississippi River Basin Model; and

WHEREAS, Like-A-Shot Entertainment will indemnify the City from and against all claims, demands, actions and proceedings, cost, damages, losses or expenses including legal cost and/ or expenses for any injuries and damages; and

WHEREAS, the City’s agreement with Like-A-Shot Entertainment shall not be construed as forming a partnership or joint venture; and

WHEREAS, the City shall not be responsible for any agreement or obligation not expressly stated in this order; and

WHEREAS, the City’s agreement with Like-A-Shot Entertainment shall be governed and interpreted by the laws of the State of Mississippi.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement with Like-A-Shot Entertainment and all documents necessary to effect the terms of the Agreement, for the filming of a program named “Hidden America” at the Mississippi River Basin Model located in the city-owned Buddy Butts Park for two (2) days on December 14th and 15th, 2022.

IT IS, FURTHER ORDERED that a copy of the Agreement upon execution shall be filed with the City Clerk.

Council Member Hartley moved adoption; **Council Member Lindsay** seconded.

President Foote recognized **Carrie Johnson, Deputy City Attorney**, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ARTISAN PYROTECHNICS, INC., FOR A FIREWORKS DISPLAY NEXT TO THE JACKSON CONVENTION COMPLEX NEAR 105 EAST PASCAGOULA STREET ON DECEMBER 31, 2022 AT A COST OF NINE THOUSAND DOLLARS (\$9,000.00).

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes municipalities to adopt orders concerning municipal affairs, finances, and property 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 authority granted to governing authorities of municipalities pursuant to Section 21-17-5 of the Mississippi Code is complete without reference to any specific authority granted in any other statute or law of the State of Mississippi; and

WHEREAS, the City of Jackson would like to provide, fireworks display to celebrate New Year's Eve; and

WHEREAS, the fireworks display will take place Saturday, December 31, 2022 next to the Jackson Convention Complex located near 105 Pascagoula Street; and

WHEREAS, Artisan Pyrotechnics, Inc. has agreed to provide a safe, firework display on the above referenced date for a cost not to exceed Nine Thousand Dollars (\$9,000.00); and

WHEREAS, in furtherance of the show, Artisan Pyrotechnics, Inc., will provide the City with proof of General Liability Insurance and Automobile Liability for \$5,000,00.00 (Five Million Dollars), combined single limit, covering its activities and services in connection with the show described in the contract, and listing the City as an additional insured under the terms of the coverage; and

WHEREAS, a deposit of fifty percent (50%) of the \$9,000.00 cost must be paid by December 11, 2022 with final payment becoming due on December 31, 2022; and

WHEREAS, the initial deposit includes a non-refundable charge of \$500.00 to initiate the permit and insurance process and is deducted prior to calculating any refund; and

WHEREAS, a finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less will be charged on the unpaid balance after 10 days from the date of the display; and

WHEREAS, the City authorizes Artisan to receive and verify financial information concerning the City from any person or entity; and

WHEREAS, the City assumes the risk of weather or other causes beyond Artisan's control which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which the City has purchased the production; and

WHEREAS, Artisan has the sole discretion to determine whether the production may be safely discharged on the scheduled date and at the scheduled time; and

WHEREAS, if for reasons beyond Artisan's control, including, without limitation, inclement weather, Artisan is unable to safely discharge the production or the event is cancelled, an attempt to negotiate a new production date will occur, which shall be within 60 days of the original production date; and

WHEREAS, the City agrees to pay Artisan for any actual expenses made necessary by the postponement; and

WHEREAS, actual expenses include, but are not limited to expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation; and

WHEREAS, if the parties are unable to agree on a new production date, Artisan shall be entitled to damages from the City as if the City had cancelled the production on the date set for the production; and

WHEREAS, the City has the option to unilaterally cancel the production at any time; and

WHEREAS, if the City exercises the option to unilaterally cancel, the City shall pay ARTISAN the following percentages of the agreed contract price: (1) twenty five percent (25%) if cancellation occurs three (3) or more days before the date scheduled for the production; (2) fifty percent (50%) if cancellation occurs between two (2) days prior to and the actual date set for the

production; (3) seventy five percent (75%) if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins; (4) one hundred percent (100%) thereafter; and

WHEREAS, if cancellation occurs prior to the date set for the production, the City agrees to pay to Artisan in addition to the aforementioned percentages, the value associated with any specific custom work performed by Artisan or its agents including but not limited to music/narration tape production, sponsor logs, and the costs of all special equipment purchased specifically for use in the production, including but not limited to all applicable taxes and shipping charges; and

WHEREAS, Artisan reserves ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed; and

WHEREAS, reproduction of sound, video, or other duplication or recording process without the express written permission of Artisan is prohibited; and

WHEREAS, the City's agreement with Artisan shall not be construed as forming a partnership or joint venture; and

WHEREAS, the City shall not be responsible for any agreement or obligation not expressly stated in this order; and

WHEREAS, the City's agreement with Artisan shall be governed and interpreted by the laws of the State of Mississippi.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement with Artisan Pyrotechnics, Inc. and all documents necessary to effect the terms of the Agreement, for a fireworks display on Saturday, December 31, 2022, or whenever practicable soon thereafter depending on weather and/or force majeure conditions, next to the Jackson Convention Complex located near 105 East Pascagoula Street in Jackson, Mississippi;

IT IS THEREFORE ORDERED that a deposit not exceeding fifty percent (50%) of the total cost of \$9,000.00 may be tendered to Artisan in advance of the production for the purpose of securing the date for the production;

IT IS THEREFORE ORDERED that the total cost paid to Artisan for the production shall not exceed \$9,000.00.

IT IS, FURTHER ORDERED that a copy of the Agreement upon execution shall be filed with the City Clerk.

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

President Foote recognized **Ison Harris, Director of Parks and Recreation**, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE PAYMENT OF THE SUM OF \$5,774.38 IN MEMBERSHIP FEES TO SPECIES 360 FOR ACCESS TO THE ZOOLOGICAL INFORMATION MANAGEMENT SYSTEM (ZIMS).

WHEREAS, the City of Jackson operates a zoological park and has a collection of animals of various species; and

WHEREAS, Section 21-17-5 of the Mississippi Code states that the care, management, and control of municipal affairs and its property and finances are vested with the governing authorities of every municipality; and

WHEREAS, Section 21-17-5 of the Mississippi Code further provides that the governing authorities of municipalities have the power to adopt any order with respect to municipal affairs, property, and finances 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 operation of a zoological park is 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, having access to the Species 360 Zoological Information Management System (ZIMS) will assist personnel at the Jackson Zoo in the management and care of the animal collection; and

WHEREAS, access to the Zoological Information Management System (ZIMS) is provided to those who are members of Species 360; and

WHEREAS, membership in Species 360 will also afford zoo personnel an opportunity to collaborate with other members on the management, care, and conservation of animals and serves the best interests of the City and its zoological park; and

WHEREAS, membership in Species 360 for the period January 2023 through December 2023 costs \$5,774.38 according to Invoice #282 received from Species 360; and

WHEREAS, becoming a member of Species 360 and paying the membership fee stated is authorized by Section 21-17-5 of the Mississippi Code and is a lawful expenditure.

IT IS HEREBY ORDERED that the sum of \$5,774.38 may be paid to Species 360 for membership and access to the Zoological Information Management System for the period January 2023 through December 2023.

IT IS HEREBY ORDERED that the Mayor shall be authorized to perform those acts necessary to consummate the City's membership in Species 360 that does not require expenditure of sums exceeding \$5,774.38.

Council Member Banks moved adoption; **Council Member Lindsay** seconded.

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

Nays – None.

Absent – None.

ORDER ACCEPTING THE BID OF YAMAHA GOLF-CAR COMPANY WITH VANTAGE TAG SYSTEMS FOR THE LEASE OF SIXTY-FIVE (65) NEW FUEL INJECTED GOLF CARTS AND TWO (2) NEW FUEL INJECTED UTILITY CAR WITH GPS TRACKING SYSTEMS FOR THE DEPARTMENT OF PARKS AND RECREATION (BID NO. 98141- 101822).

WHEREAS, a solicitation for the leasing of 65 golf carts and 2 utility carts was advertised upon the Department of Parks and Recreation; and

WHEREAS, the Department of Parks and Recreation provided the specifications for the equipment; and

WHEREAS, the Department of Parks and Recreation inadvertently did not include in the specifications' terms regarding maintenance and servicing of the equipment; and

WHEREAS, the Department of Parks and Recreation notified vendors who had received specifications of the additional specification concerning maintenance and servicing of the equipment on the day of bid opening - October 18, 2022; and

WHEREAS, the bids were opened on October 18, 2022 because the clerk was not aware that the Department of Parks and Recreation had issued an addendum concerning maintenance and servicing of the equipment; and

WHEREAS, Section 31-7-13(c)ii) of the Mississippi Code states that no addendum to bid specifications can be issued within two (2) working days of the time established for the receipt of the bids unless such addendum also amends the bid opening to a date not less than five working days after the date of the addendum; and

WHEREAS, the bids received and opened on October 18, 2022 were from Yamaha Golf Car Company, Ladd's Golf and Turf LLC, and Ben Nelson Golf and Outdoor; and

WHEREAS, all vendors who responded to the initial solicitation were asked to submit best and final offers which included all specifications, including maintenance and servicing; and

WHEREAS, best and final offers were solicited in order to cure the error arising from the issuance of an addendum and the opening of bids on the same day; and

WHEREAS, best and final offers were opened on November 9, 2022; and

WHEREAS, Yamaha Golf Car Company was the only vendor who submitted a best and final offer; and

WHEREAS, Yamaha Golf Car Company's bid for the lease of 65 golf carts with GPS cart control is \$94.69 per month for forty-eight (48) months; and

WHEREAS, the lease of 65 golf carts for forty-eight (48) months would cost \$6,154.85 per month or \$73,858.20 annually; and

WHEREAS, Yamaha Golf Car Company's bid for the lease of 65 golf carts with GPS cart control is \$85.17 per month for sixty (60) months; and

WHEREAS, the lease of 65 golf carts for sixty (60) months would cost \$5,536.05 per month or \$66,432.60 annually; and

WHEREAS, Yamaha Golf Car Company's bid for the lease of 2 utility carts with GPS cart control was \$172.40 per month for 48 months; and

WHEREAS, the lease of 2 utility carts for forty- eight (48) months would cost \$334.80 per month or \$4,017.60 annually; and

WHEREAS, Yamaha Golf Car Company's bid for the lease of 2 utility carts with GPS cart control was \$150.50 for 60 months; and

WHEREAS, the lease of 2 utility carts for sixty (60) months would cost \$301.00 per month or \$3,612.00 annually; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the bid of Yamaha Golf Cart Company for the lease of 65 golf carts for a term of 60 months at a cost of \$5,536.05 per month or \$66,432.60 annually; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the bid of Yamaha Golf Car Company for the lease of 2 utility carts for a term of 60 months at a cost of 301.00 per month or \$ 3,612.00 annually.

IT IS, THEREFORE, ORDERED that the bid of Yamaha Golf Car Company for the lease of 65 golf carts for a term of 60 months at a cost of 5,536.05 per month or \$66,432.60 annually be accepted;

IT IS, THEREFORE, ORDERED that the bid of Yamaha Golf Car Company for the lease of 2 utility carts for a term of 60 months at a cost of \$301.00 per month or \$3,612.00 annually be accepted.

Council Member Banks moved adoption; **Council Member Lindsay** seconded.

President Foote recognized **Ison Harris, Director of Parks and Recreation**, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

Nays – Stokes.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT AND RELATED DOCUMENTS TO THE AGREEMENT WITH GCW PAVEMENT SERVICES TO EXTEND THE TIME NEEDED TO COMPLETE THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN).

WHEREAS, the City of Jackson, Mississippi (“City”), determined that it was in the City’s best interest to seek a construction company for the bus stop improvement project of the City’s public transit system; and

WHEREAS, on March 22, 2022, Minute Book 6U, pages 555-556, the governing authorities authorized the Mayor to execute an agreement with GCW Pavement Services to provide construction of the bus stop improvement project at a total cost not to exceed four hundred seventy-two thousand fifty-three dollars and one cent (\$472,053.01); and

WHEREAS, due to delays in acquiring the fabricated products, GCW Pavement Services is requesting an extension to the contract from September 2, 2022 to March 31, 2023 for all work to be completed; and

WHEREAS, there is four hundred eleven thousand one hundred fifty dollars and seven cents (\$411,150.07) remaining from the original contract cost; therefore, no additional cost to extend the time needed to complete the bus improvement project; and

WHEREAS, acknowledging that neither the scope of work nor the cost has changed, the Department of Planning and Development, through its Transit Division, has determined that it is in the best interest of the City to continue to utilize the services of GCW Pavement Services until the bus stop improvement project is completed; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute an amendment and related documents to the agreement with GCW Pavement Services to extend the time to January 31, 2023 needed to complete the bus improvement project, with no change in the scope of work or the original cost.

IT IS, THEREFORE, ORDERED that the governing authorities hereby authorizes the Mayor to execute an amendment and related documents to the agreement with GCW Pavement Services to extend the time needed to complete the bus stop improvement project from September 2, 2022 to March 31, 2023.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with GCW Pavement Services, LLC for construction of the bus stop improvement project at a cost not to exceed four hundred seventy-two thousand fifty-three dollars and one cent (\$472,053.01), with eighty percent (80%) of the cost or three hundred seventy-seven thousand six hundred forty-two dollars and forty-one cents (\$377,642.41) to be paid by the Federal

Transit Administration and twenty percent (20%) or ninety four thousand four hundred ten dollars and sixty cents (\$94,410.60) from local match.

Council Member Banks moved adoption; **Council Member Lindsay** seconded.

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 3 AND RELATED DOCUMENTS TO THE AGREEMENT WITH CONNETICS TRANSPORTATION GROUP TO COMPLETE AND IMPLEMENT THE BUS NETWORK PLAN FOR THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN).

WHEREAS, the City of Jackson's public transportation system needs a Bus Network Plan, a long-range vision to reshape the current transit network that will support mobility options, enhance transportation corridors, and integrate land-use policies with a well-connected transportation system; and

WHEREAS, on August 4, 2020, Minute Book 6R, page 380, the governing authorities authorized the Mayor to execute an agreement with Connetics Transportation Group to conduct a transportation plan study of the City's public transit system at a total cost not to exceed \$399,576.00; and

WHEREAS, on August 17, 2021, Minute Book 6T, page 426-427, the governing authorities authorized the Mayor to execute Extension#1 with Connetics Transportation Group to conduct a transportation plan study of the City's public transit system at no additional cost to extend the time needed to complete the transit study plan; and

WHEREAS, on December 21, 2021, Minute Book 6U, page 295, the governing authorities authorized the Mayor to execute Extension#2 with Connetics Transportation Group to complete and implement the bus network plan for Jackson Public Transportation System at a total amount not to exceed four hundred sixty-two thousand seven hundred and eighty-two dollars (\$461,782.00); and

WHEREAS, Connetics Transportation Group experienced a delay in getting all procurements completed for signage, apps, GTFS data, and finalizing run cutting; and

WHEREAS, acknowledging that neither the scope of work nor the cost has changed, the Department of Planning and Development, through its Transit Division, has determined that it is in the best interest of the City to continue to utilize the services of Connetics Transportation Group until the implementation of the new transit network; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute an amendment and related documents to the agreement with Connetics Transportation Group to extend the time needed to complete the transit study plan project, with no change in the scope of work or the original cost.

IT IS, THEREFORE, ORDERED that the governing authorities hereby authorize the Mayor to execute an amendment and related documents to the agreement with Connetics Transportation Group to extend the time needed to implement the new transit network for an additional twelve (12) months expiring on December 31, 2023.

IT IS FURTHER ORDERED that the Transit Division is authorized to pay Connetics Transportation Group the three hundred thirty-three thousand two hundred and thirty dollars and twenty-three cents (\$333,230.23) remaining from Extension#2 agreement to complete and implement the bus network plan for Jackson Public Transportation System.

Council Member Grizzell moved adoption; **Council Member Banks** seconded.

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

Nays – None.
Abstention – Stokes.
Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN WITH SAFE AND SOUND SURVEILLANCE, INC. FOR SURVEILLANCE, MONITORING, AND SECURITY EQUIPMENT MAINTENANCE FOR JTRAN ADMINISTRATIVE AND MAINTENANCE FACILITY(JAMF) AND JTRAN CUSTOMER SERVICE AREA AT UNION STATION.

WHEREAS, the surveillance, monitoring, and security equipment maintenance is reasonably required for efficient operation of the transit system under local and federal policies which provides quality and efficient service delivery as supported by the City; and

WHEREAS by order entered on February 13, 2018, found at Minute Book 6-M, pages 347-348, the governing authorities authorized the Mayor to execute an Agreement with Safe and Sound Surveillance, Inc. to provide surveillance, monitoring, and security equipment maintenance for the City's public transportation system (JTRAN); and

WHEREAS, on April 27, 2021, Minute Book 6-U pages 356, the governing authorities authorized the Mayor to execute Extension#1 with Safe and Sound Surveillance, Inc. to provide surveillance, monitoring, and security maintenance for the City's public transportation system (JTRAN); and

WHEREAS, on January 18, 2022, Minute Book 6-T page 61-62, the governing authorities authorized the Mayor to execute Extension#2 with Safe and Sound Surveillance, Inc. to provide surveillance, monitoring, and security maintenance for the City's public transportation system (JTRAN); and

WHEREAS, on July 5, 2022, the governing authorities authorized the Mayor to execute Extension#3 with Safe and Sound Surveillance, Inc. to provide surveillance, monitoring, and security maintenance for the City's public transportation system (JTRAN); and

WHEREAS, Safe and Sound Surveillance, Inc. provided said services from July 1, 2022 expiring on December 31, 2022 in accordance with the governing authorities' authorization; and

WHEREAS, the Department of Planning, through its Transit Division, has determined that extending the agreement with Safe and Sound Surveillance, Inc. to provide the services through December 31, 2023, will serve the best interest and welfare of the citizens of the City of Jackson and will allow the staff sufficient time to procure competitively pricing of similar services.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement with Safe and Sound Surveillance, Inc. to provide surveillance, monitoring, and security equipment maintenance for the City's transportation system for a period not to exceed twelve (12) months beginning January 1, 2023 and expiring on December 31, 2023 at a rate of one thousand three hundred and sixty dollars (\$1,360.00) monthly.

Council Member Grizzell moved adoption; **Council Member Lindsay** seconded.

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

ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO GEORGE'S DOOR SERVICES INC. AND MISSISSIPPI YARD BARBER.

WHEREAS, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City's transit system; and

WHEREAS, the Transit Services Division had to remove a shelter that was destroyed in an accident on September 13, 2022 and repair an overhead door on the service building because they both presented a safety issue; and

WHEREAS, due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval by the governing authorities; and

WHEREAS, the parts and equipment set forth in the invoices were delivered and used in the safety, operation and maintenance of the City's transit system; and

WHEREAS, in order to ensure the continued safety, proper operation and maintenance of the City's transit system, the Transit Services Division is requesting that the purchases and procurement of services from George's Door Service Inc for one hundred and sixty-eight dollars (\$168.00) and Mississippi Yard Barber for five hundred and thirty-five (\$535.00) not to exceed a total cost of seven hundred and three dollars (\$703.00); and

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

IT IS, THEREFORE, ORDERED that the purchases and procurement of services from two (2) vendors be ratified and payment authorized for to George's Door Service Inc for one hundred and sixty-eight dollars (\$168.00) and Mississippi Yard Barber for five hundred and thirty-five (\$535.00) not to exceed a total cost of seven hundred and three dollars (\$703.00).

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX/OVG TO HOST THE CITY OF JACKSON'S "DOING BUSINESS WITH THE CITY" NETWORKING RECEPTION ON DECEMBER 8, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE HUNDRED DOLLARS.

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

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

WHEREAS, the City of Jackson, through its Department of Planning and Development, Minority Business Unit, proposed that the City of Jackson hosts a one-day networking event at the Jackson Convention Complex ("JCC") to provide space for the execution of sessions and workshops focusing on "How to Do Business with the City of Jackson" on Thursday, December 8, 2022, from 9 a.m. to 9 p.m.; and

WHEREAS, the City of Jackson recognizes that networking for the minority business community is a necessary tool to increase capacity and awareness; and

WHEREAS, the Department of Planning and Development, through its Minority Business Unit, recommends that the City of Jackson execute an event license agreement with OVG Facilities, LLC/Jackson Convention Complex, located at 105 E. Pascagoula Street, Jackson, Mississippi 39207, that will contain the following provisions:

This event license agreement, including any special provisions addendum attached hereto (this "Agreement") is entered into by and between OVG Facilities, LLC ("Licensor") and the City of Jackson-Doing Business with the City ("Licensee").

RECITALS:

- A. Licensee is the owner and operator of the production described in Item 1 of the Data Sheet (the "Event").
- B. Capital City Convention Complex Commission is the owner ("Owner") of that certain convention center complex ("Complex") located in Jackson, Mississippi. Pursuant to that certain Management Agreement, dated October 1, 2020 (as may be amended from time to time, the "Management Agreement"), by and between Owner and Licensor, Licensor provides management services, including, without limitation, booking services, for the Complex on behalf of the Owner.
- C. Licensee has determined that all or a portion of the Complex is suitable for hosting the Event, and Licensee desires to host the Event at the Complex.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, Licensee and Licensor agree as follows:

1. **Grant of License.** Licensor hereby licenses to Licensee (the "License") for purposes of the Event and no other purpose the portions of the Complex set forth in Item 3 of the Data Sheet (the "Premises"), and Licensee hereby agrees to present the Event at the Premises on the dates and at the times set forth in Item 2 of the Data Sheet (the "Event").

FINANCIAL MATTERS

2. **Revenue Commitment.**

a. The License Fee to be paid by Licensee to Licensor for the License shall be a flat fee equal to the amount set forth in Item 4 of the Data Sheet. Any applicable Minimum Food and Beverage Charge and Minimum Audio/Visual / Décor Charges shall be equal to the amounts set forth in Items 5 and 6 of the Data Sheet. Licensee acknowledges that the total charges set forth in Items 4, 5 and 6 of the Data Sheet are, together, the "Minimum Total Revenue Commitment," and Licensee shall be required to make payments equaling the Minimum Total Revenue Commitment as set forth below.

b. Licensee acknowledges that the Minimum Total Revenue Commitment is a minimum amount, and Licensee may incur additional charges (e.g., incremental food and beverage purchases).

If Licensee does not make any deposits as set forth in the schedule above, Licensor may notify Licensee, and Licensee shall have 24 hours from the receipt of such notification to pay to Licensor such outstanding amounts. If Licensee fails to make such payment to Licensor in the amount and manner provided herein, then Licensor may, in its sole discretion, terminate this License, the Agreement and the Event.

3. **Event Expenses.**

- a. Included in the License Fee at no additional cost are certain expenses relating to Complex operations ("Included Expenses"), such as a reasonable number of ushers, operations staffing, event crew, security officers, housekeeping, janitors, lifetech, and fire personnel as determined by Licensor in its sole discretion, cleaning and sanitation of the building before, during and after the Event.
 - b. The Included Expenses shall exclude additional security or police in excess of the number determined by Licensor in section (a) above, staffing overtime, sound & lighting equipment, other audio/visual charges, any décor (and applicable installation costs), any and all food and beverage costs or charges, utility costs, stagehands, tables, chairs, loaders, telecommunications, broadcast fees or staffing, equipment rentals, local transportation, runners, vans, ASCAP / BMI / SESAC or similar music royalties, or any other related expense including but not limited to, any and all credit card fees and/or expenses (collectively, "Licensee Expenses" and together with the Included Expenses, the "Event Expenses"). Any Licensee Expenses requested prior to the Event shall be set forth on an Event Estimate and paid by Licensee prior to the Event with the final payment of the Minimum Total Revenue Commitment. Any Licensee Expenses incurred in addition to the amounts set forth on the Event Estimate (e.g., expenses incurred on-site for incremental equipment and the like) shall be paid in accordance with Section 6 herein. Licensee acknowledges that Licensor may request that Licensee provide a credit card and execute a credit card authorization form as a condition to incurring any such incremental Licensee Expenses. Licensee will be billed for credit card fees (3.5%) as an Event Expense for all purchases.
4. Other Revenues: In addition to food and beverage, audio/visual and décor revenues, Licensor shall have the right to retain all parking revenues.
 5. Licensee's Responsibilities.
 - a. Licensee shall, at its sole cost and expense, provide all participants (including, if applicable, performers or musicians) required for the Event. To the extent Licensee provides participants, Licensee shall, at its sole cost and expense, comply with all legal requirements resulting from the providing of such participants, including those of all unions of which such participants may be members.
 - b. Licensee shall, at its sole cost and expense, transport all personnel, properties, facilities and equipment necessary for the Event (other than those provided by Licensor) to and from the Complex.
 - c. Except as set forth herein, Licensee shall, at its sole cost and expense, present the Event in a manner customary for events comparable in type and nature to the Event.
 - d. Licensee shall be solely responsible for, and timely pay, all fees and governmental taxes and levies due as a result of the Event.
 - e. Licensee hereby acknowledges and agrees that there shall not be any recording whatsoever, archival or otherwise, or exploitation of the Event, absent Licensee's payment of any applicable union recording fees and compliance with the provisions of Section 16 (Filming) below. Licensor agrees that Licensee will not be responsible for paying any fees for non-professional recordings by audience members (over whom Licensee has no control) who may record on cell phones or other non-professional recording devices.
 6. Settlement. Within three (3) days after the conclusion of the Event, Licensor shall (a) furnish Licensee with a preliminary settlement statement (setting forth estimated Licensee Expenses and any other available information pertinent to event

settlement), and (b) shall make a preliminary settlement, including charging Licensee for requested Licensee Expenses. Within six weeks after the Event, Licensors shall furnish to Licensee a final box office statement and a final settlement statement (the "Final Statements") showing all Box Office Receipts relating to Licensee's use of the Premises hereunder and the application of the same, and Licensors shall pay to Licensee such moneys as shall then be due to Licensee. Licensee agrees to examine the Final Statements and to notify Licensors in writing of any error in the account or of any objection to any charge within five business days after delivery of the Final Statements. Unless Licensee notifies Licensors of any claimed error or objection within such five business days after its receipt of the Final Statements, the Final Statements shall be deemed to be a true, correct and final statements of the account among Licensors and Licensee. To the extent that any amounts owing by Licensee to Licensors hereunder (including without limitation Event Expenses) are not fully paid by Licensee at the settlement described above, such amounts shall be reflected on the Final Statements and Licensors shall be entitled to charge Licensee such amounts.

7. No Refund for Failure to Present Event. If Licensee shall for any reason fail to occupy or use the Premises as provided herein (for reasons other than a breach by Licensors of its obligations hereunder), no refund shall be made of any amounts paid by Licensee to Licensors hereunder, and any amounts payable by Licensee to Licensors thereafter shall be paid within 30 days following Licensors' demand therefor.

OPERATIONAL MATTERS

8. Delivery of Possession; Surrender

a. The Premises shall be made available to Licensee at the time and on the date set forth in Item 5 of the Data Sheet ("Move-in Time") for preparatory work by Licensee, complete with such staging requirements as are mutually agreed upon by Licensee and Licensors. Any additional use of the Premises by Licensee beyond that contemplated hereunder shall be subject to mutual agreement of the parties; provided that such use shall be governed by the terms and conditions of this Agreement except as otherwise agreed with respect to costs and fees for such additional usage.

b. Licensee shall quit and surrender the Premises to Licensors no later than the time and date set forth in Item 6 of the Data Sheet ("Move-out Time"). Upon such quitting and surrender, the Premises shall be in the same condition as at the Move-in Time and in good order, ordinary wear and tear excepted. Licensee shall remove from the Complex all Event property. Without limiting any other remedies available to Licensors, if Licensee fails to quit and surrender the Premises on or before the Move-out Time, Licensee shall reimburse Licensors for all incremental direct labor costs incurred by Licensors as a result thereof. In addition, Licensee shall pay Licensors for any expense incurred by Licensors in removing and/or storing Event property. Nothing in this Section 8(b) shall in any way be construed to limit Licensors' right to recover all actual damages incurred in the event Licensee fails to quit and surrender the Premises on or before the Move-out Time (including without limitation damages incurred if any subsequent scheduled event is delayed or cancelled).

c. The allocated time for the Event in each applicable portion of the Premises shall be as set forth in Item 2 of the Data Sheet. If the Event continues in excess of such allocated time Licensee shall reimburse Licensors for all incremental direct labor costs incurred by Licensors as a result thereof. Licensee acknowledges that Licensors may charge such incremental amounts as Licensee Expenses.

d. If any Event extends beyond the commencement of any curfew imposed by the State of Mississippi, the City of Jackson ("City") or any other governmental body, Licensee agrees to pay in addition to all other sums due to Licensors hereunder, an amount equal to all fines, penalties and other charges assessed by such governmental body because the Event extended beyond the commencement of the curfew.

9. Licensors' Operations during the Event.
 - a. Food and Beverage. Licensor or persons designated by Licensor shall be the only parties authorized to provide and sell food, beverages, concessions, and other items or services at the Complex including, without limitation, any catering for Licensee's hospitality.
 - b. Parking. Licensor or persons designated by Licensor shall be the only parties authorized to operate parking at the Complex.
 - c. Flow of Persons. Licensor or persons designated by Licensor shall be the only parties authorized to determine the flow of persons into, through and out of the Complex and Premises.

10. Building Systems. Licensor shall provide air conditioning, heating, lighting, janitorial supplies, maintenance supplies, and equipment (if available) and other similar miscellaneous goods and services, to the extent reasonably required by the Event. These systems, equipment and/or goods and services shall be provided by the permanent equipment with which the Complex is equipped at such times and in such amounts as determined by Licensor, in its sole discretion, for the comfortable use and occupancy of the Complex during the Event. The cost of any equipment rentals which are requested by Licensee or necessitated by any extraordinary needs of the Event shall be treated as an additional Event Expenses for which Licensor shall be entitled to reimbursement.

Licensor shall in no event be liable for a failure to provide such services (i) during the repairing of any such equipment or apparatus in the Complex or (ii) as a result of any power shortage, irregularity, deficiency or outage affecting the Complex or the Event or any other cause beyond the control of Licensor. At Licensee's sole cost and expense, Licensee may provide Licensor with power generators or other equipment acceptable to Licensor to be used by Licensor only in the event of any such occurrence in connection with the Event.

11. Staffing. For the Event, Licensor shall provide all personnel required to staff the Complex, including, but not limited to, security, custodians, rest room attendants and such other personnel as Licensor, in its reasonable discretion, shall deem required, together with such additional personnel as Licensee may reasonably request. Licensor shall consult with Licensee, when requested by Licensee, regarding staffing levels, provided that final decisions regarding staffing levels shall be made by Licensor in its reasonable discretion. All such personnel shall be provided only by or through Licensor. The costs of such personnel shall be the responsibility of Licensee except to the extent paid by Licensor as part of the Included Expenses.

12. Additional Licensee Rights and Obligations.
 - a. Licensee Representative. Licensee or its duly authorized representative or employee must be present on Premises during the period commencing not later than [one (1) hour] prior to the scheduled start of the Event and ending upon the completion of the Event. Licensee acknowledges that such representative or employee shall have the authority to make all decisions on its behalf regarding the Event. Licensor shall be entitled to rely upon the decisions of Licensee or such representative or employee and shall be entitled to make such decisions itself if Licensee or such representative or employee is not present or fails to render a decision on any appropriate matter. In any such case, Licensee hereby waives and releases Licensor from all compensation or claims for damages resulting from Licensor's reliance upon the decisions of Licensee or such representative or employee, and/or Licensor's own decisions when acting in the absence of Licensee, or when Licensee or such representative or employee fails to render a decision as contemplated hereunder.
 - b. Alterations. Licensee shall not mark, paint, drill into or in any way mar or deface any part of the Complex. Subject to Section 15, Licensee shall not display or erect any lettering, signs, pictures, notices or

advertisements upon any part of the outside or inside of the Complex or make any alterations or improvements in or to the Premises without the prior written consent of Licensor, which consent may be withheld in Licensor's absolute and sole discretion.

c. PA System. If requested by Licensee, the Complex public address system shall be furnished for the Event. The public address system shall be operated according to reasonable and customary rules and regulations established, from time to time, by Licensor.

d. Ambulance Services. If Licensee or its agents, representatives, managers, employees, patrons, players, performers, or participants in or about the Premises shall at any time accept or use the services of a physician or surgeon, or accept or use an ambulance service or any service in connection with an injury or sickness occurring to any such person or persons while within or about the Complex from the Move-in Date to the Move-out Date, even though such services are made available or are obtained through Licensor.

e. Show Office. Licensor shall use commercially reasonable efforts to make available to Licensee space for a show office, the location of which shall be mutually agreed by Licensor and Licensee subject to availability. Such space shall be available to Licensee from the Move-in Time to the Move-out Time. There shall be no additional charge to Licensee for such space, but such space shall be part of the Premises and Licensee's use thereof is subject to all other terms and conditions of this Agreement.

13. Promotion of the Event.

a. Licensee's Advertising. Licensee agrees to advertise, publicize and promote the Event in a manner customary for such an event. Licensee shall be solely responsible for all costs associated with such advertising, publicity and promotion.

b. Use of Complex Marks in Connection with Advertising. Licensee agrees that any visual material, whether created for television, newspaper, outdoor advertising, handbills or otherwise, prepared by or for Licensee containing reference to the Complex shall be submitted to Licensor for approval in advance of production or execution. Licensee shall include in all print, television, internet, radio, collateral print materials and any other form of advertising for the Event (i) the approved venue logo (or venue name, in the case of radio advertising), including any naming rights partner or presenting partner of such venues, and (ii) the approved venue website address, each in such form as is designated by Licensor. Licensee shall allow adequate time for Licensor to approve, comment upon or express its disapproval thereof; if Licensor shall not unreasonably withhold its approval if the material containing reference to the Complex uses Licensor's established logotype, trademark or service mark and is in accordance with the guidelines established by Licensor for the use of such marks.

c. Licensor's In-house Advertising. Subject to Licensor's sole discretion as to content and frequency, Licensor agrees to publicize and promote the Event at no cost to Licensee through the Complex's in-house promotional outlets such as its website, video screens and marquee. Licensee may further purchase, at additional cost, incremental marketing services from Licensor's marketing department (e.g., paid media purchases).

d. Right to Use Event Marks. Licensee grants to Licensor the right to use and to authorize others to use the name or names of Licensee, the Event, and personalities appearing in the Event for the purposes of advertising, promoting and publicizing the Event or the Complex.

14. Operational Rights Reserved to Licensor.

a. Entrances and Exits. The entrances and exits of the Complex shall be locked or unlocked during the Event as Licensor may direct, subject to all applicable laws, rules, regulations and orders of Federal, State, County and Municipal authorities (including, without limitation, the Owner), any lawful direction of public officers, and subject to Licensee's reasonable approval to the extent not in conflict with any such law, rule, regulation or order. Articles, fittings, fixtures, materials and equipment required for the Event shall be brought into or removed from the Complex by Licensee only at entrances and exits, and at such times, as designated by Licensor.

b. Use by Other Parties. Licensee acknowledges that besides the use of the Premises as contemplated by this Agreement, the Complex and various parts thereof and areas therein may or will be used for the installation, holding or presentation and removal of activities, events and engagements other than the Event and that in order for the Complex to operate as efficiently as practicable it may or will be necessary for the use or availability of services and facilities of the Complex, including without limitation, entrances, exits, parking lots, truck ramps, receiving areas, marshalling areas, storage areas, passenger or freight elevators and club and kitchen areas, to be scheduled or shared. Licensee agrees that Licensor shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and to what extent any sharing of any such services and facilities is necessary or desirable provided such schedules do not unreasonably interfere with Licensee's use of the facility, and Licensee agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall Licensee enter or use any area, service space, or facility of the Complex other than the Premises without first obtaining Licensor's consent and approval.

c. Ejection. Licensee acknowledges and agrees that Licensor may, within its reasonable discretion, refuse admission to or to cause to be removed from the Complex any person Licensor deems to be dangerous, disruptive, or a hindrance to the proper functioning of the Complex or the Event. Any artisans or workmen employed by Licensee shall be under the general supervision and control of Licensor (but not as an agent, servant, or employee of Licensor) while in or about the Complex and may be refused entrance by Licensor for non-compliance with this provision of this Agreement or for objectionable or improper conduct without any liability on Licensor's part for such refusal or ejection.

d. Rules and Regulations. Licensee shall, and shall cause its servants, agents, employees, licensees, patrons and guests to abide by such reasonable rules and regulations as may from time to time be adopted by Licensor for the use, occupancy and operation of the Complex. Such rules and regulations may include, without limitation, public health directives, policies and/or best practices as required by Licensor, such as social distancing, wearing of face coverings, posting signage at entrances notifying attendees of such policies, and the like.

e. Licensor Access. Licensor, its affiliates and its respective officers, directors, servants, employees, agents, concessionaires and such concessionaires' servants, employees and agents shall at all times have free access to the Premises upon presentation of usual passes issued to them by Licensor; provided that Licensor, Owner and their agents shall not unreasonably disturb the privacy of any artists or performers in areas and circumstances where the artist has a reasonable expectation of privacy (such as, but not limited to, sound checks and dressing rooms).

f. Advertising of Other Events. Licensor, at such reasonable time or times as it may deem appropriate, may announce, describe and advertise over the sound system and video screens in the Complex during the Event, including without limitation, announcements, descriptions and advertisements

concerning other or future events being or to be held in the Complex or elsewhere, and Licensor reserves and retains the exclusive right to use and may use the sound system, video screens, display advertising capabilities and facilities and all other advertising capabilities and facilities in and about the Complex in any manner which in its sole opinion is desirable or appropriate, providing only that such announcements, descriptions, advertisements and use do not unduly disrupt or interfere with the Event. Notwithstanding the foregoing, if Licensee reasonably requests that the sound system not be used for advertising purposes and/or the video screens inside the Complex be turned off during part or all the Event for production purposes, Licensor shall reasonably consider such request.

15. Complex Event Advertising and Sponsorship. Licensor retains exclusive rights to (i) all permanent signage and advertising opportunities (including without limitation all fixed and rotating sign panels on scoreboards, vomitories, walls, seats and steps) inside the Complex, (ii) all in-house promotional programming on television monitors and electronic displays in and around the Complex, and (iii) all signage, advertising and promotional opportunities in all other areas of the Complex, whether temporary or permanent (including without limitation in the halls, restaurants, plaza areas and parking lots in and around the Complex). Licensee shall only be entitled to sell or otherwise grant sponsorship or advertising rights with respect to temporary signage and promotional opportunities within the Premises. The placement of any temporary signage opportunities (including the form, size, location and appearance thereof) or the conduct of any promotions inside the Premises by Licensee or its agents shall be subject to the prior approval of Licensor, such approval not to be unreasonably withheld (if Licensor shall be entitled to withhold its approval on the grounds that any proposed advertising or promotion conflicts with any of the exclusivity rights granted to the Complex's sponsors).

16. Filming and Ancillary Rights.

a. Grant of Rights. Licensor hereby grants to Licensee the right to record the Event, by filming, videotaping and/or digitally recording or live streaming (each, a "Recordation"), and to distribute such recordings ("Media Distribution"). All rights of every kind in any Recordation, or any programming content created therefrom ("Event Programming") in all manner, format and media, now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights(s)) shall be solely owned throughout the universe in perpetuity by Licensee.

b. Costs. Licensee or its designated media partners agree to pay all costs and expenses arising out of any such Recordation, including, but not limited to, stage crews as are necessary to produce such Recordation. Licensee shall be solely responsible for providing, assembling, maintaining, operating and removing all equipment used in connection with the Recordation.

c. Union/Labor Requirements. In no event shall Licensee, or any designee, agent, employee or independent contractor of Licensee, take any action or fail to take any action in connection with the Recordation which would or might interfere with or deleteriously affect any existing union jurisdictional arrangement relating to the Complex, or otherwise interfere with or deleteriously affect the regular business operations of Licensor. Licensee represents and warrants that Licensee, and its designees, agents, employees and independent contractors will comply with all policies, rules and regulations of Licensor in this regard.

d. Use of Marks and Likenesses. If any portion of (i) the Recordation and/or the Media Distribution, (ii) any other film, videotape or similar release, including any Event Programming, which includes footage from such film, videotape or similar recording of the Event or (iii) any title, packaging, label, marquee or promotional, marketing or advertising materials to be utilized in connection therewith (collectively, the "Restricted Footage and Materials"),

includes the name, photograph or likeness, trademark, service mark and/or logo of either (A) Licensor or any of its affiliates or of the Premises or any portion thereof (each a "Licensor Trademark"), or (B) a sponsor of Licensor or any other third party, or any portion thereof (each a "Third Party Trademark"), Licensee shall obtain the prior written approval of, as applicable, Licensor or such third party as to the content thereof prior to any exhibition, license, release, distribution, sale, exploitation or other use of such Licensor Trademark or Third Party Trademark by Licensee or any third party. Licensee shall be solely responsible for obtaining any required rights, licenses and permissions for the Recordation.

e. Infringement. Licensee represents to Licensor that Licensee has obtained and will continue to have during the Recordation and the Media Distribution, and during any other media exploitation of the Event all necessary rights and approvals from any third party (including, without limitation, any spectators, talent, celebrities and other persons present in the audience or on stage or otherwise participating during the Event) in order to coordinate, produce, conduct and exploit the same and to otherwise perform its obligations hereunder, and that the Recordation and the Media Distribution thereof will not infringe upon the rights (proprietary, tangible, intangible or otherwise) of any third party or give rise to any claim of slander, libel, violation of civil rights, privacy or publicity or any similar such rights of any third party.

f. Remedies. Licensee acknowledges that any breach of subsection 19(e) hereof would cause irreparable injury to Licensor which could not be remedied by the payment of money damages. Therefore, the parties agree that in the event that Licensee (or any third party) breaches or allegedly breaches the provisions of subsection 19(e) above, Licensor shall have the right to seek and obtain from any court having jurisdiction such equitable relief as may be appropriate, including a decree enjoining Licensee or such other third party from any further such breach of such subparagraph and from the exhibition, release, distribution, sale, license, exploitation or other use of the Restricted Footage and Materials. The foregoing shall not be deemed to limit or restrict any other legal or equitable remedy arising from a violation of the other provisions of this Section 16.

LEGAL MATTERS

17. Insurance.

a. Licensee agrees, at its sole expense, to procure and maintain during the term of the License (i) Commercial General Liability insurance with contractual liability endorsements for the mutual benefit of Licensee, Licensor, Owner, the Capital City Convention Complex Commission and their respective contractors, successors and assigns, against all claims for bodily injury, sickness and disease, personal injury, death or property damage in or about the Complex arising during the period from the actual Move-In date and time to the actual Move-Out date and time of Licensee, in the amount of \$1,000,000 combined single limit, \$2,000,000 in the aggregate, covering bodily injury and property damage.

b. The insurance policies set forth in (a) above shall name as additional insureds Licensor, Oak View Group, LLC, Owner, the Capital City Convention Complex Commission, and each of their respective parents, subsidiaries, and affiliates, and each of their respective owners, directors, officers, employees, representatives, agents, lenders, sponsors, successors and assigns, hereinafter the "Indemnitees." All such insurance shall be primary insurance and shall provide that any right of subrogation against Licensee or the owners of the Complex and their successors and assigns are waived.

c. Licensee agrees, at its sole expense, to procure and maintain during the term of this Agreement, workers compensation and employer's liability

insurance with employer's liability limits in accordance with all statutory requirements covering all employees, which shall be evidenced on the certificate of insurance required to be provided in accordance with Section 18(g) below, including a waiver of subrogation in favor of Licensor.

d. The insurance shall provide for coverage from the Move-in Time (or, if earlier, such time as Licensee initially occupies or makes use of any portion of the Premises) through, and including, the Move-out Time (or, if later, such time as Licensee completely quits and surrenders the Premises). There will be no charge to Licensor for such coverage and a certificate of insurance evidencing such coverage shall be furnished to Licensor prior to the Move-in Time. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled without 15 days prior written notification to Licensor. Licensee's general liability insurance shall not contain the ISC GC 2132 Communicable Disease Exclusion or its equivalent. Said insurance shall not restrict or limit the coverage of the additional insureds. If Licensee fails to provide Licensor with the required certificate of insurance prior to the Move-in Time, Licensor may, in its sole and absolute judgment, either (i) acquire, at Licensee's expense, such insurance as Licensor determines in its sole judgment to be necessary in order to protect the Indemnitees from any of the matters to be covered under subparagraph (a) above, or (ii) treat such failure as a default by Licensee and terminate this Agreement effective as of the Move-in Date pursuant to the provisions of Section 23(a) below.

e. All insurance shall be affected by valid and enforceable policies issued by insurers of responsibility, licensed to do business in the State of Mississippi, such responsibility and the insuring agreements to meet with the reasonable approval of Licensor. An insurer with a current A.M. Best rating of at least A: IX shall be deemed to be acceptable. Receipt by Licensor of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same nor is any verbal agreement to modify same permissible or binding.

18. Permits. Prior to the Move-in Time, Licensee agrees, at Licensee's expense, to obtain from the Owner, City or any other applicable governmental body or agency, such governmental permits necessary for the Event.

19. Compliance with Laws.

a. Licensee shall comply with all applicable laws, orders, regulations and requirements of Federal, State, County and Municipal authorities as well as those of the Owner and/or City and with any lawful direction or order of public officers which shall impose any duty upon Licensor or Licensee, with respect to the Complex or the use and occupancy thereof, including, without limitation, any public health restrictions, requirements or guidelines with respect to Event operations and use of the Complex. No collections, whether for charity or otherwise, shall be made or attempted in or at the Complex by Licensee or any of its employees, agents or contractors unless otherwise expressly approved in writing by Licensor in advance.

b. Licensee shall comply with all applicable rules, orders, regulations or requirements of the applicable fire and police departments (i.e., State of Mississippi, the City) or any other similar body and shall not do or permit anything to be done in or about the Complex or bring or keep anything therein except as permitted by the City or any other authority having jurisdiction over the Complex, Licensor or Licensee. Any decorating or other work, and all material therefor, done or furnished by Licensee shall be subject to the reasonable approval of Licensor and, if necessary, in Licensor's sole judgment, the approval of the City's Fire Department. All flammable decorations and other materials must be fireproofed. Licensee shall deliver to Licensor, if Licensor so requests, a flameproofing certificate in the form specified or

required by and satisfactory to any local government body having jurisdiction with respect thereto.

c. Licensee agrees that it shall not discriminate against or segregate any person or group of persons on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, age, disability, medical condition, acquired immune deficiency syndrome (AIDS) – acquired or perceived retaliation for having filed a discrimination complaint, or marital status in the use, occupancy, tenure or enjoyment of the Premises, nor shall Licensee, or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation.

20. Default.

a. Each of the following shall constitute a default on the part of Licensee: (i) Licensee makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or (ii) Licensee files a voluntary petition in bankruptcy, whether for the purpose of seeking a reorganization or otherwise, (iii) a receiver or trustee is appointed for Licensee or Licensee's property, or (iv) execution is issued pursuant to a judgment rendered against Licensee, or (v) this Agreement is assigned to any person, firm or corporation other than Licensee or without the prior written consent of Licensor, which consent may be withheld in Licensor's absolute discretion, or (iv) Licensee defaults in the performance or observance of any of its obligations or agreements contained herein, including the agreement to make payments as provided herein. In the event of a material default by Licensee, Licensor may, upon delivering, by personal delivery or facsimile, not less than a 48-hour written notice (or such lesser time as is reasonable if the Event is to take place less than 48-hours after the default) to Licensee, terminate this Agreement. Upon such termination this Agreement shall expire as fully and completely as if such date and time of expiration were the date and time fixed herein for the expiration of the term and of this Agreement, and Licensee shall then quit and surrender its rights to the Premises to Licensor, but Licensee shall remain liable as hereinafter provided. Licensor shall forthwith upon such termination be entitled to recover as its stipulated damages for such breach an amount equal to the Minimum Total Revenue Commitment, together with an amount equal to the sum of all costs and expenses then incurred by Licensor about the Event and this Agreement. Such amounts shall be payable within 30 days following Licensor's demand therefor.

b. Licensor or any other person by its order may immediately upon expiration of this Agreement as provided in subparagraph (a) above, or at any time, thereafter, enter the Premises and remove all persons and all or any property therefrom by summary unlawful or wrongful detainer proceeding, or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages therefor, and possess and enjoy the Complex, including the Premises.

In any case where, pursuant to the provisions of this Agreement or by summary proceedings or otherwise, this Agreement expires or is terminated before the Move-out Time, and in all cases of entry by Licensor, Licensor may, but shall not be required to, relicense the Premises or any part or parts thereof, as the agent of Licensee or otherwise, at any time or times during the term for whatever compensation or rent Licensor shall obtain, and Licensee shall, whether or not the Premises are relicensed or let, be and remain liable for, and Licensee hereby agrees to pay to Licensor as damages an amount equal to all amounts payable by Licensee to Licensor hereunder, less the amount thereof already paid and the net receipt of relicensing, and the same shall be due and payable by Licensee to Licensor hereunder. The words "enter", and "entry" as used in this Agreement are not restricted to their technical legal meanings.

c. In the event of a breach or threatened breach by Licensee of any of its agreements or obligations hereunder, Licensor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity or otherwise as if entry, summary proceeding, or other remedies were not provided for herein. Licensee shall not have the right of injunction or right to invoke any remedy available in equity with respect to any default by Licensor.

d. In the event of entry by Licensor, Licensor at its option may store at the cost of Licensee any personal property of Licensee, or its servants, employees and agents then in or about the Complex, but in such case, Licensor shall not be obligated to store such property for more than 30 days and thereafter may dispose of such property in any way it sees fit, upon 10 days notice in writing to Licensee. Licensor shall be entitled to receive from Licensee all costs and expenses for storage of Licensee's property and if Licensor shall sell such personal property, it shall be entitled to retain from the proceeds thereof the expense of the sale and the cost of storage in addition to any other sums then due to Licensor by Licensee.

21. Remedies. Reference in this Agreement to any remedy shall not preclude Licensor from any other remedy at law or in equity. Licensor's failure to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. No provision of this Agreement shall be deemed to have been waived by Licensor unless specific waiver thereof by Licensor shall be in writing.

22. Representations and Warranties. Licensee represents and warrants to Licensor that:

a. it, those under its authority, and the Event will fully comply with the terms of this Agreement, including, without limitation, consistency with the Complex's image (e.g., no disparaging remarks about the Complex, Licensor or its affiliates).

b. there will be no unauthorized use of Licensor's or the Complex's trademarks and/or logos hereunder;

c. the Event will not violate any law, ordinance, governmental rule or regulation (including, without limitation, those relating to the sale or distribution of tickets) or the rights of any third parties.

d. Licensee has obtained, or prior to the Event will obtain, all necessary rights, licenses, permissions and clearances to present, promote, advertise and exploit the Event, including the appearance of all artists, musicians and/or other persons participating therein,

e. all copyrighted materials, music, equipment, devices, or dramatic rights used on or incorporated in the conduct of the Event will be used with the express permission of the copyright owner, and that it will use commercially reasonable efforts to ensure that all obligations under the copyright license shall be performed by Licensee.

f. Licensee is solely responsible for all royalties, compensation and obligations due to, or on behalf of, any talent, production personnel, independent contractors or Licensee's employees providing services in connection with the Event;

g. all persons or groups advertised as appearing in the Event shall in fact participate in the Event as advertised unless due to an event of Force Majeure (as defined below); and

h. any charitable or other non-profit organization that is identified in advertising as receiving a percentage of ticket receipts or other donation from the Event or from whom Licensee or its representatives will be directly soliciting charitable donations from patrons at the Event (collectively, a "Donation") will receive such Donation in accordance with applicable laws and regulations.

23. No Warranties as to Communicable Diseases. To the fullest extent permitted by law, Licensor hereby disclaims all warranties, express or implied, with respect to the performance and adequacy of the Complex with respect to the prevention of COVID-19 infections or other communicable diseases during or as a result of the presentation of the Event at the Complex, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, and best practices with respect to prevention of COVID-19 infections or other communicable diseases.

24. Labor Agreements. Licensee shall not perform any work or employ any personnel in connection with the Event except if such work or employment conforms to labor agreements to which Licensor or its contractors are a party or which control labor activities at the Complex. At Licensee's request, Licensor will advise Licensee of pertinent provisions of such labor agreements. Licensor may, at its option, deny access to the Complex to any person whose admittance to the Complex could result in a violation of any such labor agreement.

25. Term. The term of this Agreement shall commence on the date first hereinabove written and expire at the Move-out Time, unless terminated earlier or extended later as provided elsewhere herein.

26. Subordination. The provisions of this Agreement and Licensee's right to the use of the Complex hereunder are hereby made subject and subordinate to the terms and conditions of the Management Agreement and any other current or future lease, mortgage, deed of trust or any other encumbrance granted by Licensor or under which Licensor or its affiliates may be operating the Complex. If Licensor's right to operate the Complex expires or is terminated, according to the terms of such Management Agreement, current or future lease, mortgage, deed of trust or other encumbrance, with or without fault on Licensor's part, or if Licensor's lessor, mortgagor, trustee or beneficiary under such current or future lease, mortgage, deed of trust, or creditor under any other encumbrance prevents the performance of this Agreement, Licensor shall not be liable to Licensee in any way.

27. Force Majeure. The parties to this Agreement will be excused from the performance of this Agreement in whole or in part by reason of any of the following causes:

a. When such Event is prevented by operation of law (including, without limitation, any stay-at-home or similar order), in which case either party may terminate this Agreement, effective immediately.

b. If Licensor reasonably determines that the conduct of the Event may create a potential hazard to health or potential liability, which determination Licensor may make at any time prior to the Event, in which case Licensor may terminate this Agreement, effective immediately.

c. If the Event does not take place because of the occurrence of a Force Majeure that prevents the performance under this Agreement by Licensor or Licensee of a material obligation under this Agreement. A "Force Majeure" shall include, without limitation, fire, flood, earthquake, epidemic or pandemic, public disaster, terrorist act, strike, labor dispute or unrest, accident, breakdown of electrical or other equipment, black-out, riot, war, insurrection, civil unrest, Act of God (including inclement weather), any act of any legal or governmental authority, the illness or death of the performer, any breach of the Management Agreement by the City or other act or omission by the City that prevents or hinders the performance of Licensor's obligations hereunder or any other cause beyond the reasonable control of Licensor or Licensee.

d. In the event performance of the whole Agreement is excused in accordance with provisions (a) through (c) above, Licensee agrees to pay to Licensor all reasonable costs and expenses, including amounts provided for in this Agreement, which have been incurred up to the time further performance is excused. Licensee hereby waives any claim for damages or compensation from Licensor should this Agreement be so terminated. Notwithstanding the above, (x) Licensee may not rely on its own acts or omissions as grounds for delay in its performance, and (y) the absence of immediately available funds shall not be grounds for delay. Further, the parties shall use good faith efforts to reschedule the Event for a later date.

e. In the event a Force Majeure requires limitations on Complex attendance, Licensee hereby waives any claim for damages or compensation from Licensor in connection with such restrictions.

28. Miscellaneous.

a. Waiver. Waiver of one or more of the terms, provisions, conditions or undertakings of this Agreement shall be in writing and shall be restricted to its scope and shall not operate as a modification of this Agreement.

b. Severability. The invalidity or illegality of any part of this Agreement shall not affect the validity or enforceability of any other part of this Agreement.

c. Relationship of Parties. The parties hereto are acting as independent contractors, and this Agreement shall not create a partnership, joint venture, agency or employment relationship between the parties.

d. Assignment. Neither this Agreement nor any of the rights, duties or obligations of Licensee hereunder shall be assignable or delegable in whole or part, whether by operation of law or otherwise, by Licensee, without the prior written consent of Licensor. Any assignment or delegation or attempted assignment or delegation without such consent shall, at the election of Licensor, be void and of no force or effect. Licensor may assign and delegate its rights, duties and obligations hereunder to (i) any affiliate, parent or subsidiary, (ii) any entity to which Licensor is assigning substantially all its rights and responsibilities as the operator of the Complex, or (iii) to the Owner or any successor manager of the Complex, as permitted by the Management Agreement ("Permitted Assignments") without the consent of Licensee. Any other assignment or delegation by Licensor other than a Permitted Assignment shall require the prior written consent of Licensee (provided, that the subcontracting by Licensor of any aspect of the operation of the Complex to a third party shall not constitute an assignment or delegation for purposes of this provision).

e. Entire Agreement. This Agreement supersedes any previous agreements between Licensee and Licensor with respect to the presentation of the Event in the Complex, and upon the execution and delivery hereof any rights, duties, obligations and claims arising by reason of any such previous agreements shall be deemed terminated forthwith. In the event of an alteration or amendment of this Agreement, the alteration or amendment shall be in writing, shall specifically refer to this Agreement and shall be signed by both parties for the same to be binding upon the parties.

f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without reference to its conflicts of law provision.

g. Notices. Except as otherwise herein expressly provided, all notices and other correspondence or communication between the parties shall be in writing and shall be delivered, either in person, by email, or by certified or

registered mail, return receipt requested, postage prepaid, to the parties at the addresses set forth on the Data Sheet.

h. Legal Fees. In the event any legal action is taken under this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees, cost of suit, and all other costs reasonably related to enforcement of its rights under this Agreement.

i. Counterparts. This Agreement may be executed in counterparts, each of which together shall constitute one and the same agreement.

WHEREAS, OVG Facilities, LLC, with its principal office located at 11755 Wilshire Blvd., Suite 900, Los Angeles, California 90025, will not charge the City a fee to use portions of the JCC, but will charge One Hundred Dollars \$100.00 for security.

IT IS HEREBY ORDERED that the Mayor is authorized to execute the event license agreement and related documents to use the Jackson Convention Complex/OVG to host the "Doing Business with the City" Networking Event on December 8, 2022.

IT IS FURTHER ORDERED that the Department of Planning and Development is authorized to pay One Hundred Dollars \$100.00 for security for the event.

Council Member Grizzell moved adoption; **Council Member Lindsay** seconded.

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT VARIOUS PUBLIC SERVICE ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA(MSA) FOR A TOTAL OF \$271,797.00 FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS, the City of Jackson receives federal funds, on an annual basis, from the U.S. of Housing and Urban Development for several federal programs to benefit principally low and moderate-income individuals and families for the purposes of providing a suitable living environment, decent housing, and expanded economic opportunities; and

WHEREAS, on May 13, 2021 HUD notified the City of Jackson of its 2021 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low-and moderate-income persons and special needs populations across the country; and

WHEREAS, on June 23, 2021, June 24, 2021, June 30, 2021, and July 1, 2021, Office of Housing and Community Development advertised in five (5) local newspapers a Request for Proposal (RFP) notifying interested Applicants of funds available from the U.S. Department of Housing and Urban Development (HUD) for the following grants: Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons with AIDS (HOPWA); and

WHEREAS, by Order entered on August 3, 2021, recorded in Minute Book 6T, Pages 378-379, the governing authorities authorized the Mayor to submit to the U.S. Department of Housing and Urban Development the City of Jackson's 2021 One-Year Annual Action Plan Of the 2020-2024 Consolidated Plan in the amount of \$4,282,141.00; and

WHEREAS, the total 2021 Community Development Block Grant (CDBG) allocation amount awarded to the City of Jackson from U.S. Department of Housing and Urban Development (HUD) is \$1,811,981.00, (\$1,811,981 x 15% = \$271,797); and

WHEREAS, based on HUDs CDBG regulations 24 CFR § 570.201(e) (1), "The amount of CDBG funds used for public services shall not exceed 15 percent of each grant, except that for entitlement grants made under subpart D of this part, no entitlement CDBG grants in Hawaii, and for recipients of insular area funds under section 106 of the Act, the amount shall not exceed 15 percent of the grant plus 15 percent of program income, as defined in § 570.500(a)"; and

WHEREAS, a total of seventeen (17) Community Development Block Grant (CDBG) public service proposals were submitted, reviewed, and scored by the rating and review committee. Proposals scoring 90-100 received 80% of public service allocation; proposals scoring 79-89 received 20% of public service allocation; and proposals scoring 0-78 were not funded; and

WHEREAS, the City, based upon the scoring from the rating and review committee, wishes to award contracts to public services organizations for the use of 2021 CDBG funds for reimbursement of eligible expenses incurred during the 2021-2022 Program Year; and

WHEREAS, the contracts shall be effective October 1, 2022 - October 31, 2023.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute contracts with various organizations for public service activities utilizing the 2021 CDBG funds as follows:

| Agencies | Activity | Amount Awarded |
|--|----------------------------|-----------------------|
| CATHOLIC CHARITIES, INC. | Battered and Abused Spouse | \$21,743.76 |
| CHILD EVANGELISM FELLOWSHIP OF MISSISSIPPI, INC. | Youth Services | \$13,589.85 |
| DELIVER ME SENIOR SUPPORT SERVICES | Senior Services | \$21,743.76 |
| GENESIS AND LIGHT CENTER | Youth Services | \$21,743.76 |
| GENESIS AND LIGHT CENTER | Senior Services | \$21,743.76 |
| HARBOR HOUSE OF JACKSON, INC. | Substance Abuse Services | \$21,743.76 |
| HOUSING EDUCATION AND ECONOMIC DEVELOPMENT, INC. | Fair Housing Activity | \$21,743.76 |
| JAMBOREE CHILD DEVELOPMENT CENTER | Child Care Services | \$21,743.76 |
| NEW WAY MS, INC. | Employment Training | \$21,743.76 |
| OPERATION SHOESTRING, INC. | Youth Services | \$21,743.76 |
| SISTERS IN BIRTH, INC. | Employment Training | \$13,589.85 |
| SOUTH CENTRAL COMMUNITY ACTION AGENCY, INC. | Youth Services | \$13,589.85 |
| STEWOPOT COMMUNITY SERVICES, INC. | Youth Services | \$21,743.76 |
| THE TABERNACLE MINISTRIES ACADEMY, INC. | Youth Services | \$13,589.85 |

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

President Foote recognized **Valerie Tucker, Deputy Director of Housing and Development**, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

Nays – None.

Abstention – Stokes.

Absent – None.

ORDER AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF JACKSON AND BEN WIGGINS REMODELING, FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT, HEALTHY HOMES SUPPLEMENTAL, AND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES AT 1824 EAST DRIVE.

WHEREAS, on July 19, 2022, found at Minute Book 6-V, the Mayor was authorized to execute a contract between the City of Jackson and Ben Wiggins Remodeling, for the use of Lead-Based Paint Hazard Control (LBPHC) Grant, Healthy Homes Supplemental Funds, and Community Development Block Grant (CDBG) to implement Lead Safe Jackson Housing Program activities at 1824 East Drive, Jackson, MS; and

WHEREAS, the contract work involved a variety of repairs to meet federal lead safe standards and additional repairs were subsequently discovered and required as part of the scope of work to address health hazards that were identified throughout the home; and

WHEREAS, Change Order No. 1 represents an increase of \$7,250.00 to the current contract amount due to the discovery of a severe water damage found throughout the home which subsequently caused damage and deterioration to the floors, window framing, and walls; and

WHEREAS, an inspection was conducted by the Office of Housing and Community Development certified housing inspectors to verify the necessity of the change; and

WHEREAS, the recommendation to accept the subject change was determined by the Office of Housing and Community Development inspectors after thorough review; and

WHEREAS, the existing contract amount is Fifty-One Thousand Dollars 00/100 (\$51,000.00) will increase to Fifty-Eight Thousand, Two Hundred Fifty Dollars 00/100 (\$58,250.00); and

WHEREAS, the Office of Housing and Community Development recommends the approval and authorization of the subject change as necessary to complete repairs described in the original scope of work and recognizes that the discovery of the water damage poses severe safety and health issues for the homeowner.

IT, IS THEREFORE, ORDERED that change order no. 1 for an increase of \$7,250.00 to the Agreement between the City of Jackson and Ben Wiggins Remodeling, for the use of Lead-Based Paint Hazard Control (LBPHC) Grant, Healthy Homes Supplemental, and Community Development Block Grant Funds to implement Lead Safe Jackson Housing Program activities at 1824 East Drive be approved.

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

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

Nays – None.

Absent – None.

ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, the Department of Public Works needs to move budgeted funds in Funds 1, 9, 32, 157, 173, 213, 372, currently in object codes 6400 to object codes in 6800 to fund certain Public Works Infrastructure Projects; and

WHEREAS, the Fiscal Year 2022 – 2023 City of Jackson Budget needs to be revised to allow for the necessary transfers across categories.

IT IS, THEREFORE, ORDERED that the Fiscal Year 2022–2023 budget of the Department of Public Works be revised to move budgeted funds in Funds 1, 9, 32, 157, 173, 213, 372 currently in object codes 6400-6499 to object codes in 6800-6899 as necessary.

Vice President Lee moved adoption; Council Member Lindsay seconded.

President Foote recognized Robert Lee, City Engineer, who provided a brief overview of said item.

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

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

Nays – Stokes.

Absent – None.

ORDER RATIFYING PROCUREMENT OF SERVICES FROM DELTA CONSTRUCTORS, INC. AND LIFTER UP CRANE SERVICE LLC AND AUTHORIZING PAYMENTS FOR WORK AT THE O.B. CURTIS WATER TREATMENT PLANT.

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works had need of certain services necessary to repair two raw water pumps that failed at the O.B. Curtis Water Treatment Plant in early August 2022; and

WHEREAS, due to exigent circumstances, the procurement of these necessary services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the services set forth in certain invoices attached hereto were provided to the O.B. Curtis Water Treatment Plant,

IT IS, THEREFORE, ORDERED that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices:

Delta Constructors, Inc. \$195,062.69

Lifter Up Crane Service LLC \$ 4,800.00

Total \$199,862.69

Vice President Lee moved adoption; Council Member Grizzell seconded.

President Foote recognized Robert Lee, City Engineer, and Catoria Martin, City Attorney, who provided a brief overview of said item.

President Foote recognized Council Member Banks, who moved, seconded by Council Member Stokes, to amend said item in the title to add "DUE TO EMERGENCY AS ALLOWED BY MS CODE 31-7-13" and in the 2nd whereas as follows: WHEREAS, due to exigent circumstances, the procurement of these necessary services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson due to emergency as allowed by MS Code 31-7-13; and. The motion prevailed by the following vote:

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

Nays – None.

Absent – None.

Thereafter, President Foote called for a vote on said Order as amended:

ORDER RATIFYING PROCUREMENT OF SERVICES FROM DELTA CONSTRUCTORS, INC. AND LIFTER UP CRANE SERVICE LLC AND AUTHORIZING PAYMENTS FOR WORK AT THE O.B. CURTIS WATER

TREATMENT PLANT DUE TO EMERGENCY AS ALLOWED BY MS CODE 31-7-13.

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works had need of certain services necessary to repair two raw water pumps that failed at the O.B. Curtis Water Treatment Plant in early August 2022; and

WHEREAS, due to exigent circumstances, the procurement of these necessary services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson due to emergency as allowed by MS Code 31-7-13; and

WHEREAS, the services set forth in certain invoices attached hereto were provided to the O.B. Curtis Water Treatment Plant.

IT IS, THEREFORE, ORDERED that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices:

Delta Constructors. Inc. \$195,062.69
Lifter Up Crane Service LLC \$ 4,800.00
Total \$199,862.69

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

Nays – None.

Abstentions – Hartley and Stokes.

Absent – None.

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON AND FIRE CHIEF WILLIE OWENS IN THE MATTER OF “RASEAN THOMAS V. CITY OF JACKSON AND WILLIE OWENS, IN HIS OFFICIAL AND INDIVIDUAL CAPACITIES” IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:21-CV-740-DPJ-FKB.

WHEREAS, on November 16, 2021, Captain Rasean Thomas filed a Complaint in the United States District Court for the Southern District of Mississippi, Northern Division against the City of Jackson, Mississippi and Fire Chief Willie Owens alleging First Amendment violations; and

WHEREAS, on November 15, 2022, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit in return for a complete release of the City of Jackson, Mississippi and Willie Owens from the lawsuit; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and

WHEREAS, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims in the lawsuit styled Rasean Thomas v. City of Jackson, and Willie Owens, in his Official and Individual Capacities, Civil Action No.: 3:21-cv-740-DPJ-FKB; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiff and its Counsel, as full and final settlement of this matter.

Vice President Lee moved adoption; Council Member Grizzell seconded.

President Foote recognized Vice President Lee and Council Member Grizzell who withdrew their motion and second. Said item would be discussed later in the meeting during Executive Session.

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN
SUPPORT OF THE CELEBRATION OF A MERRY CHRISTMAS, 2022.**

WHEREAS, the well-being of family and community shall be considered in this resolution; and

WHEREAS, the first official mention of December 25th as a holiday honoring Jesus' birthday appeared on an early Roman calendar from 336 A.D.; and

WHEREAS, the celebration of Christmas spread throughout the Western world over the next several centuries; in 1870, Christmas became a federal holiday; Christians throughout the world will celebrate this day; and

WHEREAS, Sunday, December 25, 2022, will be celebrated as a time for family to: gather, focus on the center of Christmas - the birth of Jesus, prepare and share in fellowship and food; and

WHEREAS, as we celebrate this joyous season, may we embrace ways to love and serve humankind throughout the year; and

WHEREAS, we wish each citizen a safe, joyful and peaceful Christmas, filled with love.

NOW, THEREFORE BE IT RESOLVED, Councilman Kenneth I. Stokes and his Council colleagues recognize and wish for each of you, a very Merry Christmas.

SO RESOLVED, this the 6th day of December, 2022.

Council Member Banks moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – None.

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN
SUPPORT OF THE CELEBRATION OF A HAPPY NEW YEAR, 2023.**

WHEREAS, the well-being of family and community shall be considered in this resolution; and

WHEREAS, the holiday, referred to as New Year, marks the end of the year and time to start afresh, make new and/or evaluate decisions as we prepare for 2023; the new year has not always been celebrated on January 1st and is not recognized in some cultures; and

WHEREAS, Sunday, January 1, 2023, will be celebrated as a time for family to gather, share a delightful meal, reflect on its journey and renew family commitment(s); and

WHEREAS, as the countdown to midnight begins, we admonish each person to take a moment to reflect, introspect and change or make new plans as we go forward into the New Year; and

WHEREAS, we encourage our citizens to relax, restore and recommit to investing our time and talents for the betterment of our family, community and city, Jackson; and

WHEREAS, we wish for each citizen a safe and fulfilling New Year.

NOW, THEREFORE BE IT RESOLVED that Councilman Kenneth L. Stokes and his Council colleagues recognize and wish for each of you, a Happy New Year.

SO RESOLVED, this the 6th day of December, 2022.

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

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

Nays – None.

Absent – None.

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN
SUPPORT OF CITIZENS OF A HAPPY AND SAFE KWANZAA CELEBRATION.**

WHEREAS, the City of Jackson and the world pause to celebrate KWANZAA on December 26th through January 1st of each year; and

WHEREAS, the annual celebration is marked by community gatherings, cultural events and historical commemorations; and

WHEREAS, KWANZAA events are held nightly with each night being designated by a guiding principle: 1) Umoja (Unity), 2) Kujichagulia, 3) Ujima, 4) Ujamaa, 5) Nia, 6) Kuumba and 7) Imani; and

WHEREAS, the Jackson City Council promotes safety and expresses its hope for a positive and enlightening cultural experience for all.

THEREFORE, BE IT RESOLVED that the City Council of Jackson, Mississippi encourages the Citizens of the City of Jackson to have a safe, happy KWANZAA celebration.

SO RESOLVED this the 6th day of December, 2022.

Council Member Banks moved adoption; **Council Member Hartley** seconded.

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

Nays – None.

Absent – None.

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
RECOMMENDING THAT VIOLENT CRIMINAL CASES INVOLVING FELONS
WITH GUNS BE REFERRED TO THE OFFICE OF THE UNITED STATE
ATTORNEY FOR FEDERAL PROSECUTION AS A MATTER OF PUBLIC
POLICY IN THE CITY OF JACKSON.**

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

WHEREAS, the growing numbers of murders, homicides, and violent crimes resulting in innocent persons being caught in the crossfire and the ever-escalating numbers of persons who are losing their lives on the streets of the City of Jackson on a daily basis by violent crimes being committed by felons with guns must be addressed as a matter public policy; and

WHEREAS, the City of Jackson, being Mississippi's capital city, must be made a priority in the prosecution of such violent crimes committed by felons with guns in the manner of greatest possibility of federal redress by referring such matters to the Office of the United States Attorney for federal prosecution; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council express a bold and decisive recommendation and declaration of being "sick and tired"

of the criminal lawlessness and violent crimes committed by felons with guns currently being experienced in the streets of the City of Jackson.

THEREFORE, IT IS HEREBY RESOLVED, that the City Council of Jackson, Mississippi hereby recommends that violent criminal cases involving felons with guns be referred to the Office of the United States Attorney for federal prosecution as a matter of public policy in the City of Jackson.

SO RESOLVED this the 6th day of December, 2022.

Council Member Banks moved adoption; **Council Member Hartley** seconded.

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

Nays – None.

Abstention – Grizzell.

Absent – None.

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN
SUPPORT OF THE 2023 REVEREND DR. MARTIN LUTHER KING, JR.
BIRTHDAY CELEBRATION OBSERVANCE.**

WHEREAS, Reverend Dr. Martin Luther King, Jr was born January 15, 1929 and fell to the bullet of an assassin on April 4, 1968 which saddened hearts of people throughout the world; and

WHEREAS, the Reverend Dr. Martin Luther King, Jr. celebration shall be observed January, 2023 in Jackson, MS; and

WHEREAS, minister, Nobel Peace Prize recipient, civil and human rights drum major and leader, Reverend Dr. King, Jr. was at the helm of matchless efforts on behalf of the poor and disenfranchised in the United States and throughout the world; and

WHEREAS, the entire nation and world will join in the Reverend Dr. Martin Luther King, Jr. Birthday Celebration, 2023; we in Jackson, Mississippi will observe through literary contests, Youth Day at the Mississippi State Capitol, church celebrations, choir performances, crowned by an enlightening Awards Banquet; the largest Martin Luther King, Jr. Observance Parade in the United States, January 14, 2023 and a Birthday Bash, January 16, 2023.

THEREFORE, IT IS HEREBY RESOLVED that the City of Jackson is hereby authorized to support and join the Reverend Dr. Martin Luther, King, Jr. Birthday Celebration Observance, 2023.

SO RESOLVED this the 6th day of December, 2022.

Council Member Hartley moved adoption; **Council Member Banks** seconded.

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

Nays – None.

Absent – None.

**RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO
THE FEDERAL EMERGENCY MANAGEMENT AGENCY THROUGH THE
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY FOR THE BUILDING
RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT, TO ENABLE
MATCHING FUNDS TO BE AVAILABLE, AND DESIGNATING AUTHORIZED
REPRESENTATIVES OF THE CITY OF JACKSON TO RECEIVE ANY FUNDS
AWARDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.**

WHEREAS, the Mississippi Emergency Management Agency (MEMA) has opened the Building Resilient Infrastructure and Community (BRIC) grant program for municipalities and

counties to apply as subapplicants to the Federal Emergency Management Agency (FEMA) for qualifying infrastructure projects; and

WHEREAS, a non-federal cost share of 30 percent must be identified for a BRIC grant application; and

WHEREAS, the State of Mississippi Drinking Water Revolving Loan Funds are an allowable source of matching funds for BRIC; and

WHEREAS, the City of Jackson intends to submit revised project budgets for the State of Mississippi Drinking Water Revolving Loan Funds, to include an allocation for the required BRIC non-federal cost share; and

WHEREAS, the governing authorities of the City of Jackson desire and wish to authorize the submission of applications for grant funding for qualifying water infrastructure projects; and

WHEREAS, the governing authorities, pursuant to the regulations of the BRIC grant program, also wish to designate representatives of the City of Jackson to execute the City's applications and to be the authorized representative of the City on the projects.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Jackson authorizes the submission of grant applications to the Mississippi Emergency Management Agency for the BRIC grant program.

BE IT FURTHER RESOLVED that the Mayor of the City of Jackson, Chokwe A. Lumumba, or the Interim Public Works Director, Jordan Hillman, are both authorized to execute one or more applications on behalf of the City of Jackson for funding through the BRIC grant program.

BE IT FURTHER RESOLVED that both the Mayor of the City of Jackson, Chokwe A. Lumumba, and the Interim Public Works Director, Jordan Hillman, are designated as authorized representatives for the projects for which the City of Jackson submits applications, each having full authority to act as the designated representative for any and all projects submitted on behalf of the City of Jackson for funding through the BRIC grant program.

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

President Foote recognized **Robert Lee, City Engineer**, who provided a brief overview of said item.

President Foote recognized **Catoria Martin, City Attorney**, who stated that an amendment was needed in said resolution. The resolution needed to be amended to add "Interim Third-Party Manager, Ted Henifin" in the last **BE IT FURTHER RESOLVED THAT**.

President Foote recognized **Council Member Lindsay** who moved; seconded by **Council Member Hartley**, to amend said resolution to reflect the changes as stated by **City Attorney Catoria Martin**. The motion prevailed by the following vote:

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

Thereafter, **President Foote** called for a vote on said Order as amended:

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY THROUGH THE MISSISSIPPI EMERGENCY MANAGEMENT AGENCY FOR THE BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT, TO ENABLE

MATCHING FUNDS TO BE AVAILABLE, AND DESIGNATING AUTHORIZED REPRESENTATIVES OF THE CITY OF JACKSON TO RECEIVE ANY FUNDS AWARDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

WHEREAS, the Mississippi Emergency Management Agency (MEMA) has opened the Building Resilient Infrastructure and Community (BRIC) grant program for municipalities and counties to apply as sub-applicants to the Federal Emergency Management Agency (FEMA) for qualifying infrastructure projects; and

WHEREAS, a non-federal cost share of 30 percent must be identified for a BRIC grant application; and

WHEREAS, the State of Mississippi Drinking Water Revolving Loan Funds are an allowable source of matching funds for BRIC; and

WHEREAS, the City of Jackson intends to submit revised project budgets for the State of Mississippi Drinking Water Revolving Loan Funds, to include an allocation for the required BRIC non-federal cost share; and

WHEREAS, the governing authorities of the City of Jackson desire and wish to authorize the submission of applications for grant funding for qualifying water infrastructure projects; and

WHEREAS, the governing authorities, pursuant to the regulations of the BRIC grant program, also wish to designate representatives of the City of Jackson to execute the City's applications and to be the authorized representative of the City on the projects.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Jackson authorizes the submission of grant applications to the Mississippi Emergency Management Agency for the BRIC grant program.

BE IT FURTHER RESOLVED that the Mayor of the City of Jackson, Chokwe A. Lumumba, or the Interim Public Works Director, Jordan Hillman, are both authorized to execute one or more applications on behalf of the City of Jackson for funding through the BRIC grant program.

BE IT FURTHER RESOLVED that both the Mayor of the City of Jackson, Chokwe A. Lumumba, the Interim Public Works Director, Jordan Hillman, and the Interim Third-Party Manager, Ted Henifin, are designated as authorized representatives for the projects for which the City of Jackson submits applications, each having full authority to act as the designated representative for any and all projects submitted on behalf of the City of Jackson for funding through the BRIC grant program.

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

Nays – None.

Abstention – Hartley

Absent – None.

ORDER RATIFYING PROCUREMENT OF SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS.

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works had need of certain services necessary to the operation and maintenance at the O.B. Curtis Water Treatment Plant; and

WHEREAS, due to exigent circumstances, the procurement of these necessary services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the services set forth in certain invoices attached hereto were provided to the O.B. Curtis Water Treatment Plant.

REGULAR MEETING OF THE CITY COUNCIL

TUESDAY, DECEMBER 6, 2022 10:00 A.M.

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IT IS, THEREFORE, ORDERED that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices:

| | |
|------------------------------------|--------------|
| Allied Industrial Services | \$ 5,543.84 |
| Bonner Analytical Testing Co. Inc. | \$ 17,078.40 |
| Compressed Air Technologies, Inc. | \$ 31,082.05 |
| C&J Plumbing & Mechanical, Inc. | \$ 50,874.33 |
| Southern Fabricators, LLC | \$ 95,282.34 |
| United Rentals | \$ 80,213.31 |
| Total | \$280,073.27 |

Council Member Grizzell moved adoption; **Council Member Banks** seconded.

President Foote recognized **Robert Lee, City Engineer**, and **Catoria Martin, City Attorney** who provided a brief overview of said item.

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

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

Nays – Stokes.

Abstention – Hartley.

Absent – None.

There came on for Discussion, Agenda Item No. 36:

DISCUSSION: HOLDING FACILITY STATUS: **President Foote** requested an update on the status of the holding facility and suggested that the City move forward with a plan to open the holding facility.

There came on for Discussion, Agenda Item No. 37:

DISCUSSION: GARBAGE CONTRACT: **Council Member Stokes** requested said item be held until the next Council meeting to be held until a later date.

There came on for Discussion, Agenda Item No. 38:

DISCUSSION: GREYHOUND: **Council Member Stokes** requested said item be held until the next Council meeting to be held until a later date.

There came on for Discussion, Agenda Item No. 39:

DISCUSSION: VAGRANTS VIOLATING LAWS (BURNING BUILDINGS AND TRESPASSING): **President Foote** recognized **Council Member Hartley** who expressed concerns about vagrants violating laws and burning buildings. **President Foote** recognized **James Davis, Chief of Police**, and **Catoria Martin, City Attorney** who provided an overview of vagrants violating laws in regards to burning buildings and trespassing.

Note: Council Member Stokes left the meeting.

President Foote recognized **Council Member Grizzell** who moved, seconded by **Council Member Banks**, to go into Closed Session to discuss litigation and personnel matters. The motion prevailed by the following vote:

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

President Foote announced to the public that the Council voted to go into Closed Session to discuss “Personnel and Litigation Matters”.

During Closed Session, **Council Member Banks** moved, seconded by **Council Member Grizzell** to go into Executive Session to discuss litigation and personnel matters regarding Agenda Items No. 27 and 35.

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

Note: Council Member Hartley and President Foote left the meeting.

Vice President Lee recognized **Council Member Banks** who moved, seconded by **Council Member Grizzell**, to come out of Executive Session. The motion prevailed by the following vote:

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

Vice President Lee announced to the public that the Council voted to come out of Executive Session and action was taken.

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON AND FIRE CHIEF WILLIE OWENS IN THE MATTER OF “RASEAN THOMAS V. CITY OF JACKSON AND WILLIE OWENS, IN HIS OFFICIAL AND INDIVIDUAL CAPACITIES” IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:21-CV-740-DPJ-FKB.

WHEREAS, on November 16, 2021, Captain Rasean Thomas filed a Complaint in the United States District Court for the Southern District of Mississippi, Northern Division against the City of Jackson, Mississippi and Fire Chief Willie Owens alleging First Amendment violations; and

WHEREAS, on November 15, 2022, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit in return for a complete release of the City of Jackson, Mississippi and Willie Owens from the lawsuit; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and

WHEREAS, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims in the lawsuit styled *Rasean Thomas v. City of Jackson, and Willie Owens, in his Official and Individual Capacities*, Civil Action No.: 3:21-cv-740-DPJ-FKB; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiff and its Counsel, as full and final settlement of this matter.

Council Members Banks moved adoption; **Council Member Lindsay** seconded.

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

Nays – None.

Absent – Hartley and Stokes.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Zoning Council Meeting at 2:30 p.m. on December 19, 2022. At 12:31 p.m., the Council stood adjourned.

PREPARED BY:

Shanckia Masley-Jordan
CLERK OF COUNCIL

APPROVED:

[Signature]
COUNCIL PRESIDENT DATE *1/3/2023*

[Signature]
MAYOR

ATTEST:

[Signature]
CITY CLERK
