



REVISED

**REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
January 31, 2023
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. PASTOR JENNIFER BIARD OF JACKSON REVIVAL CENTER CHURCH

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."
3. APPROVAL OF THE JANUARY 10, 2023 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
4. ORDER ACCEPTING PARTIAL PAYMENT OF \$1,114.40 FROM SAFECO INSURANCE ON BEHALF OF ITS INSURED LATEX WARD FOR PROPERTY DAMAGE CLAIM. (C.MARTIN, LUMUMBA)

INTRODUCTION OF ORDINANCES

REGULAR AGENDA

5. CLAIMS (MALEMBEKA, LUMUMBA)
6. PAYROLL (MALEMBEKA, LUMUMBA)
7. ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF WILLIE B. MCGINNIS TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS OF THE CITY OF JACKSON. (LUMUMBA)
8. ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF GEORGE

- MOORE TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS OF THE CITY OF JACKSON. (LUMUMBA)**
9. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF ELMORE MOODY TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS OF THE CITY OF JACKSON. (LUMUMBA)**
 10. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF AKILLI KELLY TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS OF THE CITY OF JACKSON. (LUMUMBA)**
 11. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF BERNEECE S. HERBERT PHD TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS OF THE CITY OF JACKSON.(LUMUMBA)**
 12. **ORDER AUTHORIZING THE SALE OF LOST, STOLEN, ABANDONED, AND MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON FEBRUARY 11, 2023. (DAVIS, LUMUMBA)**
 13. **ORDER AUTHORIZING THE PAYMENT OF INVOICE NUMBERS 2101, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, AND 2113 SUBMITTED BY ON THE WAY SERVICE OF BYRAM MISSISSIPPI FOR SERVICE CALLS MADE TO REPAIR JACKSON POLICE DEPARTMENT VEHICLES. (DAVIS, LUMUMBA)**
 14. **ORDER RATIFYING AND AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH JUSTICETRAX, INC. FOR THE SUPPLY OF SOFTWARE FOR THE FORENSIC LABORATORY. (DAVIS, LUMUMBA)**
 15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS INC. FOR A DIGITAL IMAGING SYSTEM WITH MAINTENANCE TO BE USED IN THE BRIDGES AND DRAINAGE SECTION IN THE INFRASTRUCTURE MANAGEMENT DIVISION OF THE DEPARTMENT OF PUBLIC WORKS. (ALL WARDS) (WRIGHT, LUMUMBA)**
 16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEM FOR A DIGITAL IMAGING SYSTEM WITH MAINTENANCE TO BE USED IN THE INFRASTRUCTURE MANAGEMENT DIVISION SECTION OF PUBLIC WORKS DIVISION OF THE DEPARTMENT OF PUBLIC WORKS. (ALL WARDS) (WRIGHT, LUMUMBA)**
 17. **ORDER RATIFYING A CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR SANITARY SEWER EMERGENCY REPAIR WORK AT FOREST AVENUE AND WATKINS DRIVE AND AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1/FINAL AND AUTHORIZING FINAL PAYMENT AND PUBLICATION OF THE NOTICE OF COMPLETION. (WRIGHT, LUMUMBA)**
 18. **ORDER RATIFYING PROCUREMENT OF REPAIR SERVICES FROM SANSOM EQUIPMENT COMPANY AND AUTHORIZING PAYMENTS TO SAID VENDOR FOR THE DEPARTMENT OF PUBLIC WORKS SEWER MAINTENANCE DIVISION. (WRIGHT, LUMUMBA)**
 19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH SOUTHERN CONSULTANTS, INC. FOR**

THE WEST CAPITOL STREET PROJECT (BOLING STREET TO PRENTISS STREET). (WRIGHT, LUMUMBA)

20. **ORDER AUTHORIZING THE MAYOR TO TERMINATE FOR CONVENIENCE THE ENGINEERING SERVICES AGREEMENT WITH CROWN ENGINEERING, PLLC FOR THE WEST CAPITOL STREET PROJECT (BOLING STREET TO PRENTISS STREET). (WRIGHT, LUMUMBA)**
21. **ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2023 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. MISS. AND OTHER RELATED MATTERS. (C.MARTIN, LUMUMBA)**
22. **ORDER AUTHORIZING THE PAYMENT OF ATTORNEY'S FEES ON BEHALF OF JACKSON POLICE OFFICERS DARRELL MCDUFFIE AND DARRELL ROBINSON, IN THE MATTER OF SHELIA RAGLAND, AS THE ADMINISTRATRIX OF THE ESTATE OF MARIO CLARK, DECEASED, AND ON BEHALF OF THE WRONGFUL DEATH HEIRS OF MARIO CLARK, DECEASED VS. THE CITY OF JACKSON, JAMES DAVIS, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, ANTHONY THOMPSON, IN HIS INDIVIDUAL CAPACITY, DARRELL ROBINSON, IN HIS INDIVIDUAL CAPACITY, DARRELL MCDUFFIE, IN HIS INDIVIDUAL CAPACITY, AND ENEKE SMITH, IN HER INDIVIDUAL AND OFFICIAL CAPACITY, AND JOHN DOES 1-4; IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:22-cv-69-DPJ-FKB. (C.MARTIN, LUMUMBA)**
23. **ORDER AUTHORIZING ATTORNEY FRANCIS SPRINGER TO REPRESENT FORMER JACKSON POLICE OFFICERS ENEKE SMITH AND ANTHONY THOMPSON AND THE FIRM DANKS, MILLER AND CORY FIRM TO REPRESENT FORMER JACKSON POLICE OFFICERS DARRELL ROBINSON AND DARRELL MCDUFFIE, IN THE MATTER OF SHELIA RAGLAND, AS THE ADMINISTRATRIX OF THE ESTATE OF MARIO CLARK, DECEASED, AND ON BEHALF OF THE WRONGFUL DEATH HEIRS OF MARIO CLARK, DECEASED VS. THE CITY OF JACKSON, JAMES DAVIS, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, ANTHONY THOMPSON, IN HIS INDIVIDUAL CAPACITY, DARRELL ROBINSON, IN HIS INDIVIDUAL CAPACITY, DARRELL MCDUFFIE, IN HIS INDIVIDUAL CAPACITY, AND ENEKE SMITH, IN HER INDIVIDUAL AND OFFICIAL CAPACITY, AND JOHN DOES 1-4; IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:22-cv-69-DPJ-FKB. (C.MARTIN, LUMUMBA)**
24. **ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY. (C.MARTIN, LUMUMBA)**
25. **ORDER APPOINTING JOHN WILLIAMS AS DEPUTY COUNCIL CLERK ON A PART-TIME BASIS. (JACKSON CITY COUNCIL)**

26. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.
(JACKSON CITY COUNCIL)**

DISCUSSION

27. **DISCUSSION: PERS (FOOTE)**
28. **DISCUSSION: POT HOLES (STREET) (STOKES)**
29. **DISCUSSION: TIRES (STOKES)**
30. **DISCUSSION: UPDATE ON BOBBY RUSH DR. (HARTLEY)**
31. **DISCUSSION: STATUS OF SIGN DEPARTMENT/ LIABILITIES (STREET
SIGNS DIRECTIONAL ARROWS) (HARTLEY)**
32. **DISCUSSION: PROPERTY TRANSFERS WITH REVERSIONARY INTERESTS
THAT REQUIRE CONSTRUCTION (C.MARTIN, LUMUMBA)**
33. **DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL
EMERGENCY (JACKSON CITY COUNCIL)**
34. **DISCUSSION: LACK OF POLICE PRESENCE - SPEEDING AND RECKLESS
DRIVING (GRIZZELL)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

Consent

Agenda

#3

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, JANUARY 10, 2023 10:00 A.M.**

529

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 9:28 a.m. Monday, January 9, 2023 in the Clerk of Council's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) Discussion: Pending Litigation. The meeting was convened in the Council Chambers located at 219 S. President Street at 10:00 a.m. on January 10, 2023 being the second 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, Council Vice President, Ward 2; Kenneth I. Stokes, Ward 3 (via teleconference); Brian C. Grizzell, Ward 4; Vernon Hartley, Ward 5; Aaron Banks, Ward 6 (via teleconference) and Virgi Lindsay, Ward 7. Directors: Shanekia Mosley-Jordan, Clerk of the Council, Sabrina Shelby, Chief Deputy Clerk of Council and Terry Williamson, City Attorney.

Absent: None.

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

President Foote recognized several members of the Council who opened the meeting in memory of **Mrs. Ineva May Pittman**.

President Foote recognized **Council Member Hartley** who moved, seconded by **Vice President Lee** to go into Closed Session to discuss pending litigation. The motion prevailed by the following vote:

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

President Foote announced to the public that the Council voted to go into Closed Session to discuss litigation.

During Closed Session, **Council Member Hartley** moved and **Vice President Lee** seconded to go into Executive Session to discuss pending litigation. The motion prevailed by the following vote:

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

President Foote announced that the Council voted to go into Executive Session to discuss pending litigation.

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

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

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

Council Member Hartley moved, seconded by **Council Member Banks** to publish in the minutes the statements made during executive session from the City Council members regarding the Mayor's inaction. The motion prevailed by the following vote:

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

Statements from Council Members

Vice President Lee stated the mayor failed to act after the measure was voted down twice, which is why we are in the predicament we are now in and that's trying to figure out how we will get garbage collected in our city.

Council Member Grizzell did not provide a comment.

President Foote stated that the Mayor abandoned the negotiation process and there was no action taken, and he agreed with Vice President Lee that the Mayor did not take action following the rejection of the vendor presented to the Council.

Council Member Hartley agreed there has been inaction by the Mayor in the RFP process; he stated that the process keeps going without resolution; the Council votes eight (8) times, and nothing happens – there is no backup plan, and we are still where we started. Tax dollars have to have guidelines, and guidelines for RFPs are to ensure fairness and observe the process, but this has not been accomplished.

Council Member Banks stated that with regard to the long-term garbage contract and related RFP, the Mayor took no action – on the 1st occasion, a letter was submitted to the City Council by attorney Terry Williamson. When asked in Council chambers during a recent meeting about any “plan B, plan C, or plan D,” City Attorney Catoria Martin stated that there is no such plan. Also, Dr. Omari had stated Waste Management would never get a contract as long as they were here (meaning this administration).

Council Member Lindsay stated that since September 2021, the City has been in an unproductive cycle, with no progress on the City's need for a long-term garbage contract. The Parties had agreed on another RFP to enter into a six (6) month emergency contract, but during the period of emergency proclamation, the current RFP was issued, but the Mayor did not get the votes to enter an agreement with Richard's, even for a one-year contract; now the City is back where it was during September 2021, but with less time to prepare. The City may not have a vendor on the ground in time to begin providing service in the event Richard's service ceases in 2023. We have not observed any sense of urgency from the Administration, and I am really concerned about the passage of time once the Supreme Court's ruling comes down. Also, I have worries about the next move for long-term garbage, due to nothing having been said by the Mayor and his administration. 1) Following the City Council's rejection of the first bidder presented, the Mayor has not brought other vendor to the City Council for consideration and approval, and 2) the City Council needs to make sure we do everything we can for our citizens. It's imperative that we prepare our outside legal counsel with the necessary tools to fight for our citizens.

Council Member Stokes stated that he agreed that the Mayor had taken no action and that the Council must be prepared and have something in place. Citizens are already upset and the City Council must have a plan.

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, JANUARY 10, 2023 10:00 A.M.**

Council Member Hartley moved, seconded by **Council Member Banks** to authorize the City Council's outside legal counsel to seek a declaratory judgment that the City Council has the legal authority to move forward with the RFP process when the Mayor takes no further action, following the rejection of the first bidder. Furthermore, the Motion included directions to independent special counsel to request that the federal court retain jurisdiction of the matter until the long-term solid waste disposal and garbage collection RFP process is completed by the City of Jackson. The motion prevailed by the following vote:

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

Council Member Hartley moved, seconded by **Vice President Lee** to authorize President Foote to work with special independent counsel. The motion prevailed by the following vote:

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

There were no reports/announcements provided during the meeting.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular City Council Meeting at 10:00 a.m. on January 17, 2023. At 11:18 a.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

#4

ORDER ACCEPTING PARTIAL PAYMENT OF \$1,114.40 FROM SAFECO INSURANCE ON BEHALF OF ITS INSURED LATEX WARD FOR PROPERTY DAMAGE CLAIM

IT IS HEREBY ORDERED that the sum of \$1,114.40 tendered by SAFECO be accepted as partial payment of the City of Jackson's claim for property damage sustained to SUV-0185.

IT IS HEREBY ORDERED that the City's claim for "loss of use" in the amount of \$250.00 is not extinguished by acceptance of the partial payment.

APPROVED FOR AGENDA:

Agenda Item No.
January 31, 2023
(C.Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/13/2022
DATE

P O I N T S		C O M M E N T S						
1.	1. Brief Description/Purpose	ORDER ACCEPTING PARTIAL PAYMENT OF \$1,114.40 FROM SAFECO INSURANCE ON BEHALF OF ITS INSURED LATEZ WARD FOR PROPERTY DAMAGE						
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A						
3.	Who will be affected	City of Jackson						
4.	Benefits	N/A						
5.	Schedule (beginning date)	N/A						
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A						
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney						
8.	COST	No cost. City is receiving payment upon a claim for property damage						
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Not applicable						
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>

Carrie Johnson
OFFICE OF THE CITY ATTORNEY

MEMO

**TO: Chokwe Antar Lumumba, Mayor
City of Jackson**

DATE: January 6, 2022

**RE: Acceptance of Partial Payment of Property Damage from Safeco Insurance
#14656-DT**

The Order which accompanies this memo requests that the Council approve acceptance of partial payment of the sum of \$1,114.40 from Liberty Mutual, a Safeco Company regarding physical damage to a municipal vehicle – SUV -0185. Acceptance of the partial payment will not extinguish the City’s claim for “loss of use” and other claims.

The Risk Management Division is pursuing the “loss of use” claim.



**Carrie Johnson, Senior Deputy City Attorney
Office of the City Attorney**

CJ/tbp

Attachments

Office of the City Attorney

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


OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING PARTIAL PAYMENT OF \$1,114.40 FROM SAFECO INSURANCE ON BEHALF OF ITS INSURED LATEX WARD FOR PROPERTY DAMAGE CLAIM** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

1/9/23
DATE



Carrie Johnson, Senior Deputy City Attorney

1/6/2023
DATE

City of Jackson



BATCH 8779 PAYMENTS PROOF

CLERK: dormicew BATCH NUMBER: 8779
 BATCH PROCESSING DATE: 12/06/2022

RECEIPT LINE	YEAR BILL	CHARGE DESCRIPTION	TYPE	CATEGORY	PRIN PAID	CUST #	NAME	PROPERTY ID	TOTAL AMOUNT
23884	2023	23884	MS	Misc	Cash Receipts		SAFECO INSURANCE - LIBERTY MU WARD LATEZ 14656		1,114.40
1		ADRM01 SETTLEMENT			1,114.40		0.00		
		REVENUE:							
		001			5795		REIMB - CLAIM#14656	REF1: 00140790	
		CASH:			1103		REIMB - CLAIM#14656		
		999							
		1			CHECK		MEMO: SAFECO INSURANCE - LIBERTY MUT		
							1,114.40		

TOTAL RECEIPTS: 1,114.40
 TOTAL PAYMENTS: 1,114.40
 TOTAL PRINCIPAL PAID: 1,114.40
 TOTAL INTEREST PAID: 0.00
 TOTAL INTEREST HELD: 0.00

CLAIM OFFICE ADDRESS:
 P.O. BOX 1525
 DOVER, NH 03821-1525

Safeco Insurance
 A Liberty Mutual Company

CHECK REFERENCE 57289816	CHECK DATE 11/28/22
B. CODE 404	CHECK AMOUNT \$\$\$1114.40
	BLOCK NUMBER 002058

CONTACT: CAROLLO, JIM
 PHONE: 1-800-2CLAIMS

ACCIDENT DATE: 07/27/22

INSURED NAME: WARD, LATEZ

U/W CO: SAFECO INSURANCE COMPANY OF ILLINOIS
 OSN: VV010112801-002497
 CLAIM NUMBER: 050622701-0002
 POLICY NUMBER: F3832965
 INSURED OPERATOR:

CLAIMANT NAME: CITY OF JACKSON MS

COVERAGE	INVOICE NO	DATES OF SERVICE	CHARGES	PAID AMT	ADJUSTMENTS
LIABILITY PROPERTY DAMAGE			1114.40	1114.40	
PAYMENT TO: CITY OF JACKSON MS			TOTAL CHARGE:	1114.40	
			TOTAL PAID:	1114.40	
			TOTAL DEDUCTIBLE:	0.00	
			TOTAL FEDERAL WITHHOLDING:	0.00	
			CHECK AMOUNT:	1114.40	

NOTES
 CLAIM NO. 14656

Dec 02
12/28/22

8779

PLEASE REFERENCE CLAIM NO AND SEND THIS EOP WITH ALL CORRESPONDENCE

CAREFULLY DETACH CHECK BEFORE DEPOSITING - RETAIN STATEMENT FOR YOUR RECORDS

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

VIS *002058*
 SUWANEE, GA
 P.O. BOX 1525
 DOVER, NH 03821-1525

Safeco Insurance
 A Liberty Mutual Company

51-44/119
 BANK OF AMERICA
 HARTFORD, CT



*PAY*ONE*THOUSAND*ONE*HUNDRED*FOURTEEN*DOLLARS*FORTY*CENTS*

OFFICE NO.	B. CODE	PAYMENT IDENTIFICATION	CHECK NUMBER	CHECK DATE
0586	404	CLAIM 050622701-0002	57289816	11/28/22

PAY \$\$\$1114.40

VOID IF NOT PRESENTED WITHIN 60 DAYS OF ISSUE DATE OF CHECK

PAY TO THE ORDER OF

CITY OF JACKSON MS
 PO BOX 17
 ATTN: RISK MGMT DIVISION
 JACKSON MS 39205

u-2 Pa

⑈ 57289816 ⑈ ⑆ 011900445 ⑆ 002240072065 ⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT

RECEIVED

NOV 09 2022

CLAIM MANAGEMENT DIVISION

BULLOCK BODY SHOP
3967 TERRY ROAD
JACKSON, MS 39212

PHONE:(601) 372-9736 FAX:(601) 371-1875
EMAIL: BULLOCKBODYSHOP@BELLSOUTH.NET

*** PRELIMINARY ESTIMATE ***

09/15/2022 09:25 AM

Owner

Owner: City of Jackson
Contact: Keisha Weathers City Garage
Address: UNIT # SUV-0185

City State Zip: Jackson, MS
Email: diannad@jacksonms.gov

Work/Day: (801)960-1590
Cell: (601)960-2333xKelsha
Work/Day: (601)960-1584xDianna

Inspection

Inspection Date: 11/03/2022 09:26 AM
Primary Impact: Left Side

Inspection Type:
Secondary Impact:

Company: Bullock Body Shop
Contact: Charles Bullock
Address: 3967 Terry Rd.

City State Zip: Jackson, MS 39212
Email: bullockbodyshop@bellsouth.net

Appraiser License # :

Work/Day: (601)372-9736
Home/Evening: (601)624-0375
FAX: (601)371-1875

Repairer

Repairer: Bullock's Body Shop
Address: 3967 Terry Road

City State Zip: Jackson, MS 39212
Email: bullockbodyshop@bellsouth.net

Contact: Charles Bullock R.
Work/Day: (601)372-9736
Home/Evening: (601)624-0375
FAX: (601)371-1875

Target Complete Date/Time:

Days To Repair: 5

Remarks

UNIT # SUV-0185
***** Updated 11 -03 - 22 *****

Vehicle

2021 Nissan Rogue S 4 DR Wagon
4cyl Gasoline 2.5 DOHC
Continuously Variable Tr

Lic Expire: _____
Veh Insp#: _____
Condition:
Ext. Color: BLACK
Ext. Refinish: Two-Stage
Ext. Paint Code: KH3

VIN: 5N1AT3AA5MC774653
Mileage Type: Actual
Code: Z7384A
Int. Color: Charcoal
Int. Refinish: Two-Stage
Int. Trim Code: G

Options - AudaVIN Information Received

1st Row LCD Monitor(s)	AM/FM Radio	Air Conditioning
Aluminum/Alloy Wheels	Anti-Lock Brakes	Annrest(s)
Auto Emergency Braking	Auto Headlamp Control	Automatic High Beam
Black Grille	Blind Spot Sensor	Bodyside Cladding
Bucket Seats	Cargo Lamp	Center Console
Chrome Trim	Collision Avoidance Sys	Color-Keyed Bumper(s)
Compact Spare Tire	Cross Traffic Alert	Cruise Control
Daytime Running Lights	Driver Attention Monitor	Dual Airbags
Elect. Stability Control	Electric Parking Brake	Fuel Door Release
Fwd. Collision Alert	Head Airbags	Heated Wiper Park
Inside Rearview Mirror	Interior Lighting	Intermittent Wipers
Keyless Entry System	Knee Air Bags	LED Brakeights
LED Headlamps	Lane Departure Alert	Lighted Entry System
Overhead Console	Pedestrian Detection Sys	Power Door Locks
Power Rear Window	Power Steering	Power Windows
Privacy Glass	Pwr Accessory Outlet(s)	Rear Collen Mitigation
Rear Lip Spoiler	Rear Side Airbags	Rear View Camera
Rear Window Defroster	Reverse Sensing System	Side Airbags
Single Exhaust System	SiriusXM Satellite Radio	Strg Wheel Radio Control
Sunvisor	Temperature Gauge(s)	Tilt Steering Wheel
Tire Pressure Monitor	Tonneau/Cargo Cover	Touch Screen Display
Traction Control System	Trip Computer	U.S.A. Built Vehicle
USB Audio Input(s)	Velour/Cloth Seats	Wireless Phone Connect

AudaVIN options are listed in bold-italics fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	RI	1162		Mldg,Rear Door Side LT	R & I Assembly				0.2	SM
2	RI	446		Mldg,Rear Door Side L/R	R & I Assembly				0.2	SM
Rear Doors										
3	I	287		Door Shell,Rear LT High Strength Steel	Repair				12.0*	SM
4	L	287	13	Door Shell,Rear LT	Refinish				3.4	RF
					2.3 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
5	RI	305		Handle,RR Door Outer LT	R & I Assembly				0.6	SM
5		Items								
			MC	Message						
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						

Estimate Total & Entries

Paint & Materials		3.4 Hours @ \$48.00		\$163.20	
Parts & Material Total					\$163.20
Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	1.0	12.0	13.0	\$754.00
Mech/Elec (ME)	\$70.00				
Frame (FR)	\$76.00				

Refinish (RF)	\$58.00	3.4	3.4	\$197.20
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Labor Total			16.4 Hours	\$951.20
Gross Total				\$1,114.40
Net Total				\$1,114.40

Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 39212 Default
 SPPL Yes Zip Code: 39212 Local Suppliers
 Rate Name Default

Audatex Estimating 8.1.519 Update 3 ES 11/03/2022 09:25 AM REL 8.1.519 Update 3 DT 07/01/2022
 State Disclosure: Not Selected
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1.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

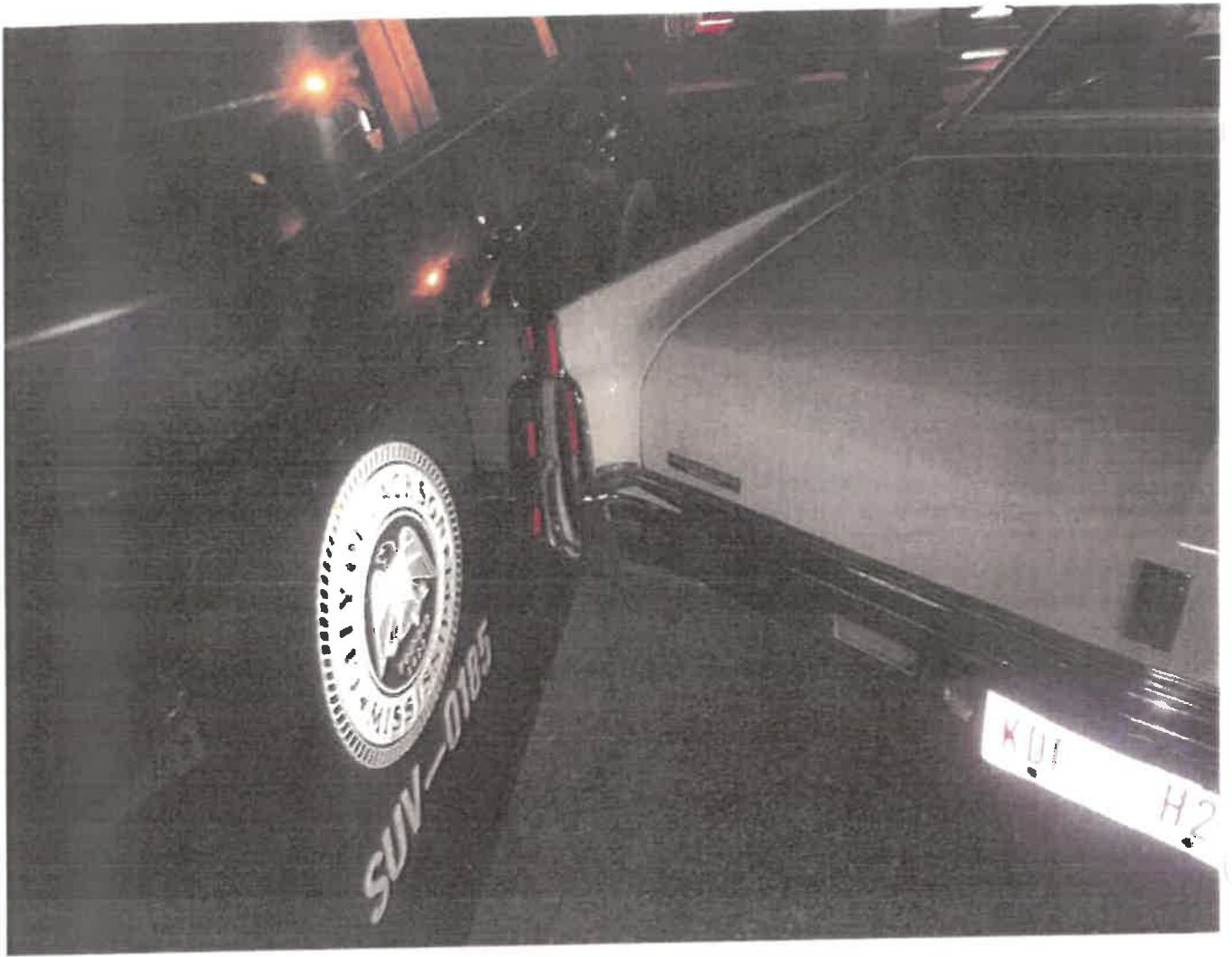
Op Codes

- | | | |
|----------------------------|---|--------------------------------|
| * = User-Entered Value | ^ = Labor Matches System Assigned Rates | E = Replace OEM |
| NG = Replace NAGS | EC = Replace Economy | OE = Replace PXN OE Srps |
| UE = Replace OE Surplus | ET = Partial Replace Labor | EP = Replace PXN |
| EU = Replace Recycled | TE = Partial Replace Price | PM = Replace PXN Reman/Rebit |
| UM = Replace Reman/Rebuilt | L = Refinish | PC = Replace PXN Reconditioned |
| UC = Replace Reconditioned | TT = Two-Tone | SB = Sublet Repair |
| N = Additional Labor | BR = Blend Refinish | I = Repair |
| IT = Partial Repair | CG = Chipguard | RI = R & I Assembly |
| P = Check | AA = Appearance Allowance | RP = Related Prior Damage |



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185



CITY OF JACKSON
ACCIDENT REPORT INVOLVING CITY VEHICLE

Date of Accident 7/27/22 Time 7:40 AM/PM
Date this form completed 8/1/22 Time _____ AM/PM

SECTION I. VEHICLE #1 (CITY VEHICLE)

- Vehicle # 0185 Year 2020 Make Nissan Type (Sedan, Pick-up, etc.) Rogue Dept Public Works
- Operator's Name Lakesha Weathers Employee # 97250 SSN _____ Date of Birth _____
- City Driver License # _____ State Driver License # _____
- Home address _____ City/State/Zip Code Jackson, MS 39212 Phone # _____
- Parts of vehicle damaged Rear driver side door Approximate cost of repairs \$ _____
- Location of Accident: At 116 Western Hills Dr
- Were the appropriate law enforcement officials notified immediately? Yes No
- If not, why? _____
- Name of Investigating Officer A. Causey Badge # 2670 Employee # _____ Case # 2022-085358
- Vehicle # 1 was going (North, East, Parked, etc.) Parked on Western Hills Dr (Street)
- Name, Address, Zip Code & Phone # of Witness (s) _____

SECTION II. VEHICLE #2 (OTHER VEHICLE)

- Year 1972 Make Oldsmobile Type (Sedan, Pick-up, etc.) 98
- Operator's Name Latez Ward Phone # 901-233-1141
- Street address _____ City/State/Zip Code Jackson, MS
- Parts of vehicle damaged None Approximate cost of repairs \$ _____
- Vehicle # 2 was going (North, East, Parked, etc.) Western Hills Dr on Western Hills Dr (Street)

INDICATE
NORTH
BY ARROW

Remarks:

Latez Ward (my husband) was backing his car into the garage and he had a seizure while moving the vehicle. SUV-0185 was parked in the driveway and he backed into the rear door on the driver's side of the vehicle.

Street

NOTE: Please attach a separate sheet of paper, if necessary.

I certify that I have supplied all facts pertaining to this accident and the above information is true and correct to the best of my knowledge.

EMPLOYEE'S SIGNATURE Lakesha Weathers DATE 8/1/2022

SECTION III. SUPERVISOR'S REVIEW & COMMENT SECTION

Comments _____

Was the City Employee injured? If yes, has the Personal Injury Report been completed? Yes No

Was the City Employee wearing his/her seat belt? Yes No

I certify that I have reviewed the above information and it is correct to the best of my knowledge.

In my opinion the accident is: Preventable Non-preventable Undetermined at this time

Supervisor's Signature [Signature]
Supervisor's Printed Name Charles Taylor E. Cockrell Supervisor's Employee # 106952 Date 8/5/22

SECTION IV. DEPARTMENT HEAD'S REVIEW & COMMENT SECTION

Comments _____

In my opinion the accident is: Preventable Non-Preventable Undetermined at this time

Department Head's Signature [Signature] Department PUBLIC WORKS Date 9/10/22
Department Head's Printed Name MARLIN KING

Original Copy - Risk Management Division 2d Copy - Department 3d Copy - Timekeeper 4th Copy - Employee

RECEIVED

AUG 17 2022

RISK MANAGEMENT

8-17-22

#5

#6

#7

ORDER CONFIRMING THE MAYOR'S R APPOINTMENT OF WILLIE B. MCGINNIS TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS OF THE CITY OF JACKSON.

WHEREAS, the Construction Board of Adjustment and appeals is comprised of seven (7) members, serving a four (4) year term, and having knowledge and experience in the technical codes, such as design professionals, contractors or building industry representatives; and

WHEREAS, the Construction Board of Adjustment and Appeals is also comprised of two (2) alternate members: one (1) at large from the public and one (1) at large from the building industry serving a one (1) year term; and

WHEREAS, the Mayor, after evaluation and review of his qualifications, has appointed Willie B. McGinnis to fill the board vacancy.

IT IS THEREFORE, ORDERED, that the Mayor's appointment of Willie B. McGinnis to the Construction Board of Adjustment and Appeals of the City of Jackson be confirmed with the term expiring January 31, 2027.

Agenda Item No.
January 31, 2023
(Lumumba)

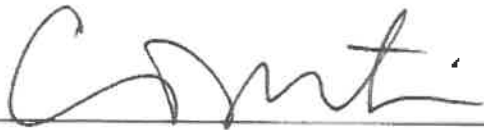
#7

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF WILLIE B. MCGINNIS TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS OF THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

1/26/25
Date

Willie B. McGinnis

1974-1975
Jackson, Mississippi 39212
601-720-1099

EXPERIENCE

- 2015 to Present **Triple B Maintenance** **Jackson, Mississippi**
Owner
Install appliances, fixtures, air conditioners, heating, water and gas piping. Repair heating and air conditioners. Perform pressure test to find and repair leaks in piping. Submit applications for city inspections.
- 1988 to 2015 **Mississippi Valley Gas** **Jackson, Mississippi**
Service Representative
Install, repair, perform preventative maintenance to natural gas equipment such as meters, regulators, gauges, water heaters, space heaters, furnaces, ranges, dryers, air conditioners, etc.
- 1988 **Mississippi Office of General Services** **Jackson, Mississippi**
Facilities Maintenance Repairer
Responsible for preventative maintenance to boilers, chiller air conditioner and heating units which required excessive electrical and mechanical knowledge. Accountable for general repairs in the state owned buildings such as plumbing, carpentry, painting and electrical repairs on an as needed basis.
- 1987 to 1988 **Metrocenter Shopping Mall** **Jackson, Mississippi**
General Maintenance Repairer
Duties included running electrical wires, installing receptacle outlets, light fixtures, repairing various electrical, plumbing and carpentry problems.
- 1986 to 1987 **Day Detectives Security, Inc.** **Jackson, Mississippi**
Alarm Systems Installer
Duties included running wires, hooking up devices and troubleshooting various equipment.
- 1985 to 1986 **Crestmark Security** **Jackson, Mississippi**
Alarm Systems Installer
Installed various alarm systems and troubleshooted equipment.
- 1985 **Klinger Electric, Inc.** **Jackson, Mississippi**
Electrician Assistant
Assisted electricians in wiring buildings.
- 1981 to 1984 **Shell Oil Company** **Jackson, Mississippi**
Laboratory Electronic Technician
Performed electronic repairs on seismic recording equipment and kept daily logs; performed manual duties when needed.

1972 to 1975

University of Illinois Medical Center

Chicago, Illinois

Equipment Service Worker

Supervised workers made various repairs to machines, such as replacing mechanical parts to make electronic tests.

1973 to 1975

NASA

Lorman, Mississippi

The objective of the project was to determine the sum of electrons that were in the Ionosphere in our area.

EDUCATION

Bachelor of Science Degree in Industrial Technology, concentration in Electronics. Alcorn State University, Lorman, Mississippi.

Hobbies

Bowling, basketball and helping people.

Lifetime member of NAACP.

Member of Mission Mississippi.

#8

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF GEORGE MOORE TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS OF THE CITY OF JACKSON.

WHEREAS, the Construction Board of Adjustment and appeals is comprised of seven (7) members, serving a four (4) year term, and having knowledge and experience in the technical codes, such as design professionals, contractors or building industry representatives; and

WHEREAS, the Construction Board of Adjustment and Appeals is also comprised of two (2) alternate members: one (1) at large from the public and one (1) at large from the building industry serving a one (1) year term; and

WHEREAS, the Mayor, after evaluation and review of his qualifications, has appointed George McGinnis to fill the board vacancy.

IT IS THEREFORE, ORDERED, that the Mayor's re-appointment of George Moore to the Construction Board of Adjustment and Appeals of the City of Jackson be confirmed with the term expiring January 31, 2027.

Agenda Item No. 8
January 31, 2023
(Lumumba)

Office of the City Attorney

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Telephone (601) 960-1799
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OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF GEORGE MOORE TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS OF THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

1/26/23
Date

OFFICE OF THE CITY ATTORNEY

George Moore, Sr.

6430 Dinkins Street, Jackson, MS 39213 – Phone: 601.906.7725
gmoore@jackson.k12.ms.us

PROFESSIONAL EXPERIENCE

Mechanical Career Instructor

*Jackson Public Schools, Career Development Center - Jackson, MS
October 1989 - Present*

- Instruct career students in the mechanical operations and repair of Heating and Air Condition Ventilation Home Systems
- Instruct and demonstrate the theory of mechanical operations using a simulated lab.
- Proctor Examinations for EPA Certification

Career Technician Instructor

*Jobs Corps - Crystal Springs, MS
June 2008 - March 2009*

- Taught career students 15-24 years of age the theoretical principle and applications of Air Conditioning and Heating repair
- Mentored students in the field of mechanical vocation
- Prepared weekly curriculums
- Monitored progress at each level of instruction for each based on core knowledge and skills assessment testing

Mechanical Technician

*Sears - Jackson, MS
March 1973 – September 2001*

- Provide both commercial and home repair, installation, and service off appliances, Heating and Air conditioning ventilation systems
- Lead Technician to assigned fleet

EDUCATION

- *Walden University, Baltimore, MD* *April 2007 – February 2008*
Bachelor Degree Business Management
- *Ashworth College, Norcross, GA* *Graduated - 2005 & 2008*
Associate Degrees in Business Administration
Minor in Management and Human Resources

George Moore, Sr.

6430 Dinkins Street, Jackson, MS 39213 -- Phone: 601.906.7725
gmoore@jackson.k12.ms.us

Certifications/Licenses

- *Master Plumber and Gas Fitter*
- *Master Electrician*
- *Master Air Conditioning and Refrigeration Contractor*

PROFESSIONAL AFFILIATIONS & ACCOMPLISHMENTS

- *Refrigeration Service Engineering Society*
- *Chairman of the Mechanical Board for the City of Jackson*
August 1995 – To MARCH 2019

REFERENCE

- *Available Upon Request*

#9

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF ELMORE MOODY TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS OF THE CITY OF JACKSON.

WHEREAS, the Construction Board of Adjustment and appeals is comprised of seven (7) members, serving a four (4) year term, and having knowledge and experience in the technical codes, such as design professionals, contractors or building industry representatives; and

WHEREAS, the Construction Board of Adjustment and Appeals is also comprised of two (2) alternate members: one (1) at large from the public and one (1) at large from the building industry serving a one (1) year term; and

WHEREAS, the Mayor, after evaluation and review of his qualifications, has appointed Elmore Moody to fill the board vacancy.

IT IS THEREFORE, ORDERED, that the Mayor's appointment of Elmore Moody, to the Construction Board of Adjustment and Appeals of the City of Jackson be confirmed with the term expiring January 31, 2027.

Agenda Item No. 9
January 31, 2023
(Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF ELMORE MOODY TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS OF THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

6/26/23
Date

CIVILTech, Inc.
Engineers & Project Managers



Years with CIVILTech, Inc.: 25
Years with Other Firms: 15

EDUCATION:

Mississippi State University.
B.S., Civil Engineering, 1981

REGISTRATION:

Mississippi
Professional
Registration #11553

CERTIFICATIONS:

2015 International Residential Code
2015 International Building Code –
Health Safety
2015 International Building Code –
Fire Safety
2015 International Building Code –
Life Safety
Accessible Restrooms
Local Public Agency Certification
National Highway Institute
Safety Inspection of In-Service
Bridges – Professional Engineers

AFFILIATIONS:

American Council of
Engineering Companies

Elmore Moody, P.E.

President/Founder

General Qualifications

Mr. Moody has over forty (40) years of experience in both the public and private sector on various environmental and land development projects throughout the Jackson Metropolitan area and Central Mississippi. As President and Principal of CIVILTech, Inc., Mr. Moody has used his experience in technical design, construction, and project management to enhance the level of professionalism and competence on projects developed by this firm.

Past Employment & Project Experience

Public Works Director, Hinds County, MS

Responsible for the maintenance of more than 900 miles of county roads and 308 bridges within Hinds County, Mississippi and the Greater Jackson Metropolitan area. Also inclusive of this role was the supervision of 209 employees with duties in road maintenance, road construction, engineering, planning and administrating tasks. His management of complex engineering projects included State Aid, Capital improvements projects, and providing road service/maintenance to six local municipalities in the central Mississippi area. His engineering management responsibility included the preparation, monitoring, and implementation of a \$6 million departmental operating budget.

Deputy Public Works Director, Jackson, MS – In this position, Mr. Moody supervised the City's various engineering and public works divisions, including Traffic, Building and Grounds, Sanitation, and Water and Sewer Departments. His responsibilities included preparing and managing City Capital Improvement Projects, coordinating activities with other City departments and governmental agencies, and directing crews for the maintenance and repair for over 1200 miles of city streets, bridges, and drainage systems.

Infrastructure Improvements & Related Projects CIVILTech, Inc. has provided design and engineering services for various public facilities and infrastructure related projects including:

Savanna Street Wastewater Improvements – 1999

O. B. Curtis Water Plant Expansion and Improvements

Savanna Street Wastewater Improvements – 2019

- Design of Chlorine and Sulfur Dioxide Scrubber Systems
- Upgrade Existing Chlorine and Sulfur Dioxide Buildings

City of Jackson Fortification Street Improvements

City of Jackson Emergency Housing Rehabilitation Projects

- Construction and Project Management of Multiple Housing Units between 2008-2012



#10

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF AKILLI KELLY, TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS OF THE CITY OF JACKSON.

WHEREAS, the Construction Board of Adjustment and appeals is comprised of seven (7) members, serving a four (4) year term, and having knowledge and experience in the technical codes, such as design professionals, contractors or building industry representatives; and

WHEREAS, the Construction Board of Adjustment and Appeals is also comprised of two (2) alternate members: one (1) at large from the public and one (1) at large from the building industry serving a one (1) year term; and

WHEREAS, the Mayor, after evaluation and review of his qualifications, has appointed Akilli Kelly to fill the board vacancy.

IT IS THEREFORE, ORDERED, that the Mayor's appointment of Akilli Kelly to the Construction Board of Adjustment and Appeals of the City of Jackson be confirmed with the term expiring January 31, 2027.

Agenda Item No. 10
January 31, 2023
(Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF AKILLI KELLY, TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS OF THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

1/26/23

Date

Akili Kelly

1001 Euclid Ave.
Jackson, MS 39202
(713) 540-9123
info@thekellyfactory.com

Core Competencies

Microsoft Office, AutoCAD, Trimble Sketch-Up, Revit Architecture, ArcGIS, Adobe Photoshop, Historic Preservation, Comprehensive Planning, Land Use Planning, Zoning, Project Management, Construction Administration, Oracle Primavera

Education

Jackson State University, Jackson, MS
Master of Arts, Urban and Regional Planning, December 2012

Southern University and A&M College, Baton Rouge, LA
Bachelor of Architecture, May 2008

Employment History

***Facilities Architect, Jackson Municipal Airport Authority (JMAA), Jackson, MS,
November 15, 2021 – Current***

- Develops and prepares architectural drawings and specifications involving new construction and modification to JMAA facilities, and special projects
- Review and update JMAA design criteria, architectural directives, standard drawings, and specifications
- Review design submittals, prepare contract change orders, and provide project management for assigned projects
- Maintain electronic database of current and completed projects.

***Construction Project Manager, MS DFA – Bureau of Building, Jackson, MS,
September 15, 2015 – November 27, 2020***

- Management of the planning and construction of new buildings and the renovation of existing buildings for State Institutions and Agencies to ensure compliance with building codes, plans, and specifications as well as Bureau of Building Policies and Procedures
- Managing the efficient use of project funds
- Overseeing the preparation of plans and specifications prepared by private architects, administering the bidding process
- Issue Notices to Proceed and hold pre-construction conferences with the contractor and professionals
- Review change orders and applications for payment during construction
- Conduct site visits and write field reports during construction
- Process project closeout procedures and inspections

Co-Owner, TinyJXN/The Kelly Factory, Jackson, MS, May 8, 2016 – Present

- Architectural Services
- Project Management
- Feasibility Studies
- Real Estate Development

Adjunct Instructor, ITT Technical Institute, Madison, MS, September 15, 2014 – September 6, 2016

- Courses Taught: Advanced CAD Methods, Civil 3D Drafting, Introduction to Drafting and Design, Sustainability in Design, Building Information Modeling, 3D Modeling and Visualization

Senior Planner, City of Jackson, Jackson, MS, June 15, 2012 – September 15, 2015

- All previous Associate Planner duties
- Process and review Certificate of Appropriateness (COA) applications
- Conduct housing surveys for properties in Historic Districts
- Assist with the investigation and resolution of historic preservation related violations
- Coordinate Historic Preservation Commission meetings
- Conduct design review of alterations to designated historic properties
- Manage Certified Local Government program report and communication
- Serve as City's liaison with MS Department of Archives and History
- Coordinate and implement training opportunities for staff and Historic Preservation Committee

Associate Planner, City of Jackson, Jackson, MS, January 8, 2011 – June 15, 2012

- Administer and enforce zoning ordinance
- Prepare staff reports on zoning issues (rezoning, use permits, variances, special exceptions)
- Prepare maps/diagrams for zoning and land use projects
- Investigate zoning violations
- Participate in site plan reviews for new construction and sub-divisions
- Process building permits, privilege licenses, and sign permits

Intern Architect, M3A Architects, Jackson, MS, May 2008 – January 8, 2011

- Architectural programming/Project Feasibility Studies
- Specification writing,
- Schematic Design, Design Development, and Construction Documents
- Project Cost Estimation
- Project Management
- Interior Design

Construction Worker, K.D.I., Jackson, MS, Summer 2003 -2005

- Metal stud Framing,
- Door and drywall installation
- Read and implement construction documents
- Operated heavy machinery and demolition

Certifications and Professional Affiliations

- Registered Architect (MS) License #5338
- CSI Construction Document Technologist (CDT)
- Mississippi American Planning Association Student Representative, 2009-2010
- National Organizations for Minority Architects (NOMA)
- American Institute of Architects (AIA)

#11

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF BERNEECE HERBERT, PHD TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS OF THE CITY OF JACKSON.

WHEREAS, the Construction Board of Adjustment and appeals is comprised of seven (7) members, serving a four (4) year term, and having knowledge and experience in the technical codes, such as design professionals, contractors or building industry representatives; and

WHEREAS, the Construction Board of Adjustment and Appeals is also comprised of two (2) alternate members: one (1) at large from the public and one (1) at large from the building industry serving a one (1) year term; and

WHEREAS, the Mayor, after evaluation and review of her qualifications, has appointed Berneece S. Herbert, PHD to fill the board vacancy.

IT IS THEREFORE, ORDERED, that the Mayor's appointment of Berneece S. Herbert PHD, Ward 1 resident, to the Construction Board of Adjustment and Appeals of the City of Jackson be confirmed with the term expiring January 31, 2027.

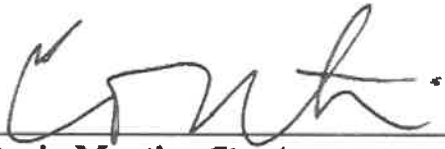
Agenda Item No. 11
January 31, 2023
(Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF BERNEECE S. HERBERT, PHD TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS OF THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

1/26/23
Date

BERNEECE S. HERBERT, PHD

572 Woodson Drive, Jackson MS 89206

berneece.herbert@gmail.com

www.linkedin.com/in/berneece-herbert-b4485313

256-653-4751 (cell)

PROFILE

Results-oriented and people-centered professional with over 20 years of practice, academic and research experience in higher education and training, community development, strategic planning and management, public sector investment planning and policy formulation. Research areas include urban health indicators, sustainable development & social equity with specific focus on food security, poverty & hunger, climate change, energy and public perception. Experience spans government non-government and academic scopes with significant international experience in the Caribbean. Values include integrity and professionalism, responsiveness, innovation, partnership and the pursuit of effectiveness and efficiency with a deep commitment to diversity, inclusion, and equity.

EDUCATION

- PhD: Public Policy & Administration, Jackson State University, Jackson MS, 2021 to Current.
- PhD: Natural Resource Management, Alabama A&M University, Huntsville AL, 2007;
- MURP: Master of Urban & Regional Planning, Alabama A&M University, Huntsville AL, 1998
- BSC: Biology, University of the Virgin Islands, St. Thomas, US Virgin Islands, 1991

KEY COMPETENCIES

- Experienced leader, educator and decision maker
- Avid researcher and grant writer
- People-oriented, collaborative operations professional
- Community engagement, advocacy and empowerment

TECHNICAL SKILLS

- Program/institutional planning & assessment e.g. PAB & SACSCOC
- Plan development (Comprehensive, Consolidated, Fair Housing & Strategic)
- Big data analysis and visualization, mapping & classification, spatial analysis
- Research and policy analysis
- Software: SPSS, ArcGIS, ERDAS, Microsoft Office Suite, Adobe, Survey Monkey, Prezi
- Collaborative platforms for scheduling, file sharing, data collection and analysis e.g. Microsoft Teams, GoToMeetings, Zoom, Google drive etc.
- Remote Instruction: Synchronous and asynchronous online teaching

WORK EXPERIENCE

Director of Equity and Community Engagement, 2nd C Mississippi, Jackson MS, March 2022 - Current

- Lead the development and implementation of the organization's strategic efforts (resources, training, tools etc.) to center equity and social justice in its programmatic work on climate change and its impacts;
- Build relationships with funders and partners and oversee the team focused on executing projects; and
- As a member of the senior management team, actively engage in the overall leadership of the organization serving on the Board of Advisors.

Department Chair & Associate Professor, Urban & Regional Planning, Jackson State University, Jackson, Mississippi, August 2019 - Current

- Responsible for improving departmental governance, program evaluation and assessment, ensuring effective planning, goal setting and budget management;
- Align work with existing college and institution improvement and strategic plans;
- Build/support and sustain professional development training programs;
- Provide environment for collaboration and partnership for research and community engagement;
- Ensure programs are providing practical and sustainable standards-based curriculum to foster student success and staff development; and
- Identify and scale up innovative practices, high performing instructional practices, and evidence based strategies.

Interim Chair & Program Coordinator, Department of Community and Regional Planning, Alabama A&M University, Huntsville, Alabama; Fall 2016 - Fall 2019

- Restructured budgeting and assessment processes, and the curriculum/program to improve standards to ensure compliance with accreditation standards;
- Responsible for departmental governance ensuring effective planning and goal setting, budget management, and fostering student and faculty/staff development;
- Successfully led the Department's Master's program through its 2017/2018 re-accreditation process;
- Acquired over \$1.5M in grant funding as PI & Co-PI (recruitment & training; sustainable agriculture, food security; urban growth & greenhouse gases; transportation investments, land use changes; economic development & smart growth); and
- Responsible for the overall management of the Affiliate State Data Center, and the Center for Urban & Rural Research focusing on analytics on cities and productivity.

Assistant Professor & Liberal Studies Program Coordinator, Department of Community and Regional Planning, Alabama A&M University, Huntsville, Alabama; Fall 2006 - Fall 2015

- Provided overall coordination and management of the Liberal Studies program;
- Served as Assessment Coordinator for SACSCOC the undergraduate Urban Planning program;
- Taught core graduate and undergraduate urban planning courses (Computer Applications: Research Methods; Planning Legislation & Zoning, Planning Workshops/Studios);
- Coordinated the International Development Planning specialty in the Master of Urban & Regional Planning program;
- Guided student research and projects specializing in environmental planning, international development and sustainable communities;
- Served as Adjunct Professor, Basic Economics, College of Business, 2013 to 2015; and
- Prepared Planning Accreditation Board Self Study Reports and assessments.

Director, Department of Statistics and Economic Planning (DSEP), Nevis Island Government, Charlestown Nevis W.I. December 2004 - September 2006

- Restructured and managed capital investment program and chaired the Capital Investment Program committee;
- Developed and managed partnerships with donor agencies and ensured that technical co-operation expenditure and development aid were efficiently managed;
- Revised and updated a coordinated scheme of social and economic statistics along with household, budgetary and labor force surveys; and
- Represented the government at national and international fora, coordinated sectoral seminars, training programs, workshops and expert group meetings on statistics and economic development.

Bernice S Herbert, PhD

Senior Urban Planner - Economic Development Specialist, Department of Planning & Development, Charlestown, Nevis W.I.; June 1998 - July 2006

- o Served as the head of the Economic Development Unit;
- o Managed the Capital Investment Program for the Nevis Island Government;
- o Assisted in the preparation of Budget Addresses and the Medium Term Economic Strategy Papers for the government of St. Kitts & Nevis; and
- o Assisted in soliciting, analyzing and awarding bids for various social and economic infrastructure development contracts.

MAJOR COURSES TAUGHT

Jackson State University: Fall 2019 - Current

URP 542: Infrastructure & Community Facilities
URP 710: Advanced Statistical Methods

URP 555/777: Independent Student
URP 899: Dissertation

Alabama A&M University: Fall 2006 - Spring 2019

ECO 200: Basic Economics
UPL 103: The Community & You
UPL 408: Comp. Planning Workshop
URP 500: Fund. of Urban Planning
URP 526: Comp. Apps & GIS in Planning
URP 542: Environmental Planning
URP 564: Planning in Developing Nations

UPL 101: Intro to Urban Planning
UPL 310: Urban Economic Analysis
UPL 420: Senior Project
URP 520: Legal Basis of Planning
URP 527: Comp. Planning Studio
URP 545: Env. Policy Assessment
URP 566: Global Env. & Human Issues

FUNDED GRANTS & CONTRACTS

Independent Consultant, Fall 2006 - Present

Contracts/Consultancies

- o Consultant: 2C Mississippi on Green Infrastructure Project for Heat Mitigation, Jackson MS 2020 - Current
- o Consultant: Community Consultation in the Development of the City of Jackson MS Comprehensive Plan; subcontracted with One Voice, 2020 - 2021
- o Consultant: Solar with Justice: Strategies for Powering Up Under-Resourced Communities and Growing an Inclusive Solar Market; Partners: Clean Energy States Alliance, Jackson State University Department of Urban and Regional Planning, Partnership for Southern Equity, University of Michigan School for Environment and Sustainability (<https://cesa.org/resource-library/resource/solar-with-justice>)
- o Consultant: Department of Community Development, City of Decatur Alabama 2020 - 2021; Consolidated Plan for the HUD and the AY 2020/2021 Action Plan; 2019 - 2020
- o American Association of Geographers grant for equipment to teach GIS and geography classes at Jackson State University, 2020 - 2021
- o Research Associate with CJ Wilson & Associates to develop 2010 - 2015 Consolidated and Fair housing plans for various cities (Huntsville & Decatur) in Alabama; 2010 - 2019
- o Partnered with the United Nations Economic Commission for Latin America & the Caribbean to develop the 2001 - 2005 Integrated Strategic Development Plan for the island of Nevis 2001

Grants (Funded):

- o **Herbert, B (PI):** Southern Workers Manufacturing Project, sub award, funded by Jobs to Move America, May 2022 - December 2022; Jackson State University
- o **Herbert, B (PI):** Assessing Maritime Infrastructure along the Mississippi: Chokepoints and Implications for Food Security; Maritime Transportation Research & Education Center, University of Arkansas, Nov 2021 - December 2022 (\$77,500); Jackson State University

- **Herbert, B. (PI):** Enhanced Minority Student Recruitment and Training in Sustainable Agriculture using a Strategic Enrollment Management Perspective, USDA-NIFA Capacity Building Grant. 2018 - 2021 (\$299,398); Alabama A&M University, Huntsville Alabama
- **Herbert, B. (Co-PI):** Marketing and Socioeconomic factors of organic farms: Age as a Predictor of Acceptance of Organic Food Products Alternatives among Metropolitan Population in Alabama. USDA-NIFA, Evans Allen Grant. 2017 - 2019 (\$300,000); Alabama A&M University, Huntsville Alabama
- **Herbert, B. (PI):** Capacity Building for Sustainable Local Food Systems Planning in North Alabama through Science, Technology, Innovation and Synergistic Partnerships. USDA 1890 Capacity Building Grant. 2012 - 2017 (\$299,680.55); Alabama A&M University, Huntsville Alabama
- **Herbert, B. (PI)** Assessment of Urban Growth & the Generation of Greenhouse Gases in the Huntsville MSA and Engaging the Public for Creating Sustainable Communities. Alabama A&M University. USDA-NIFA, Evans Allen Grant. (\$298,999); 2012 - 2017
- **Herbert, B. (Co-PI):** Intensive Southeastern Training Expansion Program (InSTEP-ID) in two Southeastern States in the USA (Phase II). USDA-Office of Advocacy and Outreach. 2011 - 2016 (\$162,887); Alabama A&M University, Huntsville Alabama
- **Herbert, B. (Co-PI):** Transportation Investments & Rural Land Use Changes: Integration of Economic Development Initiatives & Smart Growth Principles funded by ALDOT. 2008 - 2011 (\$274,000); Alabama A&M University, Huntsville Alabama

SELECTED PROFESSIONAL ACTIVITIES

- ACSP Conference Location Policy Review Task Force Member, October 2022
- Advisory committee member for Oak Ridge National Laboratory's Department of Energy project "Energy Equity in the Transition to Renewables: The Bioenergy Case," 2022
- Appointed Southern Regional Representative for the Association of Collegiate Schools of Planning for 2020-2021
- Nominated for VP of the Association of Collegiate Schools of Planning for 2020-2021 (and President Elect, 2021-2023)
- Association of Collegiate Schools of Planning, Conference Chair Track 9 - Food Systems, Community Health, Safety, 2019 - 2020
- Project manager, Alabama A&M University-TOYOTA joint mobility challenge, 2018 - 2019
- Reviewer, USDA Farmers' Market Promotion Program and Local Foods Promotion Program. 2016-2019; Team lead, 2017 & 2019
- Panelist at the 2018 Alabama State Black Chamber's Entrepreneurs & Innovators Conference, Birmingham AL, June 21-22, 2018
- Presentation at the Open World Program sponsored by the Open World Leadership Center and Global Ties Alabama. Theme: "Innovation: Planning Livable Cities". Huntsville AL, Friday September 22, 2017
- Speaker at the 22nd Annual Conference of the North Alabama African American Chamber of Commerce, Jackson Center, Huntsville AL, September 15, 2017
- Coordinator, Annual Future of the City Symposium 2012 - 2018
- Mentor, 2016 State Department's Young Leaders of America Initiative (YLA) through Global Ties, Alabama

PUBLICATIONS

- Christian, C., Fraser, R., **HERBERT, B. S.**, & Scott, C. (2022). Training of Small Farmers and Minority Agroforestry Landowners in Southeastern US - an Evolving Model. *Advances in Social Sciences Research Journal*, 9(1), 359-375. <https://doi.org/10.14788/asrj.91.11469>

Beryonce Herbert PI

- **HERBERT, B.**, Christian, C., Kassama, L., and Oluwoye, J. (2018). Quality of Life, Socio-economic Status and Perceptions of Public Facilities and Services in Small Town America. *International Journal of Development Research* Vol. 08 (1):18672-18677.
- **HERBERT, B.**, Kassama, L. and Christian, C. (2018). Assessing Food Security and Local Food Systems for Healthy, Livable and Sustainable Communities in North Alabama. *International Journal of Current Research*. Vol 10 (2): .64839-64848.
- Christian, C. S., Ojha S. K. and **HERBERT, B.S.** (2018). Minority High School Students in NonMath-Science-Oriented and Math-Science-Oriented Majors: Do They View the Environment Differently? *Social Sciences*. Vol.7, 130; doi:10.3390/socsci7080130
- **HERBERT, B.**, Christian, C., Izeogu, C. and Babalola, O. (2017). Food Insecurity and the Food Store Environment in the Southern United States: A Case Study of Alabama Counties. *African Journal of Agriculture and Food Security* ISSN 2375-1177 Vol. 5(4):193-201.
- Oluwoye, J. Chembezi, and **HERBERT, B.** (2017). Consumer Perception of Organic Food Products and Purchase Behavior of Shopping in Outlets of Retail Chains: A Pilot Study in Huntsville, Alabama. *International Journal of Agricultural Research, Sustainability, and Food Sufficiency*. Vol. 4(3): pp. 165-173.
- Christian, C. S., Ojha, S. K. and **HERBERT, B.** (2017). The Perspectives and Experiences of High School Students towards the Environment - The Case of North Alabama. *Journal of Education & Social Policy*, 3 (5).
- **HERBERT, B.S.**, Johnson, N, Robinson, R. and Babalola, O. (2016). Food Deserts and Access to Health Food of Alabama counties. *Journal of Alabama Academy of Science*. 87 (1): 58
- Christian and **HERBERT, B.** (2016). Perceived Socio-economic, Socio-ecological and Sociocultural Impacts of the Caribbean's Tourism Sector. *Advances in Social Sciences Research Journal*, 3 (12).
- Oluwoye, J., Dairo, O., **HERBERT, B.** & Bukeyna, J. (2016). Assessing the impact of Rural Communities Services, Energy, and Transportation Infrastructure on Agricultural Production Outputs across the Black Belt region: A Conceptual Framework. *International Journal of Interdisciplinary Research and Innovations*. 4(4): 14-24.
- **HERBERT, B.S.** and Christian, C.S. (2014). Regional Tourism at the Cross-roads: Perspectives of Caribbean Tourism Organization's Stakeholders. *Journal of Sustainable Development*. 7(1): 17-32.
- **HERBERT, B.S.** and Watkins, X. (2014). Food Insecurity - Fact or Myth in Northern Alabama. *Journal of the Alabama Academy of Science*, 85(2): 116.
- **HERBERT, B.S.** (2007). Multi-Temporal Pattern Analysis of Land Cover Change in Madison County Alabama. *Journal of the Alabama Academy of Sciences*, 68 (2)
- Mercer, T., **HERBERT, B.S.** and Wilson, C. (1997). An Environmental Profile of Alabama: Is Equity an Issue? Department of Community Planning and Urban Studies, Alabama A&M University Huntsville Alabama 35762. *Journal of the Alabama Academy of Sciences*, 68(2).
- McAllister, W. K., West, P. and **HERBERT, B.S.** (1997). Collaborative Rural Diversification Cases. Department of Community Planning and Urban Studies, Alabama A&M University Huntsville Alabama 35762. *Journal of the Alabama Academy of Sciences*, 68 (2).
- Watkins, X. and **HERBERT, B.S.** (2014). An Overview of the Use of Nanotechnology in the Agri-food Sector. *Journal of the Alabama Academy of Science*, 85(2): 118.

PRESENTATIONS

- Smith, T., Herbert, J and **HERBERT, B.S.** (2022). Climate Change, Public Health and Community Resilience: The Role of Historically Black Colleges and Universities, HBCU Climate Change Conference, New Orleans LA. April 16 - 19, 2022
- **HERBERT, B.S.**, Christian, C. and Oppong, J. (2020). Climate Induced Risks, Food Security and Resilience in the Deep South. Alabama Academy of Sciences, February 25 - 27, 2020, Huntsville Alabama.

Bernadette S. Herbert, PhD

- **HERBERT, B.S.** (2019). Association of Collegiate Schools of Planning; discussant for 'Tract V - Food Security, Community Health & Safety, October 24-27; Greenville SC.
- **HERBERT, B.S., Wesley, J. and Thomas, T.** (2019). GHGs Emissions as an Indicator of Urban Sustainability: Relationship between Emissions Trends and Socio-Economic Characteristics of the US. Women Rise Conference, September 12, Jackson MS.
- Amunigun A. and **HERBERT, B.S.** (2018). Food Insecurity Trends in Latin American and the Caribbean: 1990-2016. STEM Day Presentation, Huntsville AL.
- **HERBERT, B.S.** (2017). Food Environment and Socio-Economic Characteristics in the Southern United States. National Association of African American Studies, February 16, Dallas TX.
- **HERBERT, B.S.** (2016). Food Insecurity, food deserts & socio-economic characteristics of Alabama counties. Alabama Academy of Sciences, February 17 - 19, Florence AL.
- **HERBERT, B.S.** (2016). Food Insecurity, Food Deserts & Socio-Economic Characteristics of Alabama Counties. National Association of African American Studies, February 10 - 13, Baton Rouge, LA
- **HERBERT, B.S.** (2015). Initiatives and Strategies to Address Food Insecurity in Affordable Housing Communities in Alabama. Housing Works, Conference, November 12 - 13, Perdido Beach AL.
- **HERBERT, B.S.** (2015). Food Security and Local Food Systems for Healthy, Livable and Sustainable Communities in Northern Alabama. Association of Collegiate Schools of Planning, October 23, 2015. Houston TX.
- **HERBERT, B.S.** (2013). Quantifying Household Carbon Footprint and Reduction Opportunities for Selected Communities in the Huntsville Metropolitan Area, Association of Research Directors' 17th Biennial Research Symposium, Jacksonville, FL.
- **HERBERT, B.S.** (2008). Multi-temporal Pattern Analysis of Land Use and Land Cover Change in Madison County Alabama. Association of Collegiate Schools of Planning Conference- Chicago IL.
- **HERBERT, B.S.** (2008). Dynamics of Immigration and Impacts on Wages. National Association of African American Studies, New Orleans, LA.
- **HERBERT, B.S.** (1997). Socio-Economic Analysis and Redevelopment Strategies for North Madison County, Alabama. Association of Research Directors' 11th Biennial Research Symposium.
- Johnson, N and **HERBERT, B.S.** (2015). Greenhouse Gases Generation in the Madison County Alabama and Engaging the Public for Creating Sustainable Communities. Poster Presentation at EPA Global Youth Symposium, October 1 -2, 2015 Atlanta GA.
- McNeil, J and **HERBERT, B.S.** (2014). Mapping Food Insecurity and Food Sources in the Huntsville Metro Area. Poster presentation at EPA Youth Symposium, September 2014.
- Talley, B. and **HERBERT, B.S.** (2013). Green Report Card of an HBCU: Campus Assessment of Sustainability Practices and Initiatives on Alabama A&M University's Campus, Association of Research Directors' 17th Biennial Research Symposium, Jacksonville, FL.
- Tigner, D. and **HERBERT, B.S.** (2015). High School Location, Drop-Out Rates and the Presence of Food Deserts in Huntsville AL. Poster Presentation (Winter), Alabama Mississippi Joint APA Conference, October 7-9, 2015, Perdido Beach AL.
- Watkins, X. and **HERBERT, B.S.** (2014). Public Transit as a Sustainable Urban Transportation System -Innovative Strategies for Increasing Ridership in Huntsville Alabama. Poster presentation at EPA Youth Symposium, September 2014.

STUDENT RESEARCH SUPERVISED (Dissertation Committee Chair), Jackson State University

- Chokepoints in the Maritime Transportation Infrastructure along the Mississippi: Implications for Trade, Agriculture, and Farming in the Delta, College of Science Engineering & Technology, Jackson State University; Jon Vincent Holden, 2021 - Current

Berniece S. Herbert, PhD

- The Exposure of Carcinogen in Marginal Communities in Houston, Texas: An Evaluation on Hazardous Pollution Emission Addressing Air Borne Toxics indicating the Presences of 'Cancer Clusters' among Marginalized Communities due to Environmental Factors; Geniec Knight 2021 - Current
- Design and Spatial Qualities of Public PARKS in Promoting Community Health and Wellbeing in the Jackson MS Metro Region, College of Science Engineering & Technology, Jackson State University; Markessa Hughes, 2020 - Current
- Assessment of Sustainable Adaptive Reuse and Urban Design Strategies for Restoring and Retrofitting Heritage Buildings in Jackson Mississippi; College of Science Engineering & Technology, Jackson State University; Tracy Evans, 2020 - Current

STUDENT RESEARCH SUPERVISED (Selected Theses Chair), Alabama A&M University

- Assessment of Sense of Place and its Relationship to Community Development & Civic Engagement in Selected Huntsville Alabama Communities Using Visual Ethnography by Tiffany Lavender, Department of Community & Regional Planning, Department of Community & Regional Planning, Fall 2018
- The Sustainability and Development of Small-Town Planning: A Case Study of Historically African American Towns of Oklahoma by Schuyler Carter, Department of Community & Regional Planning, Spring 2018
- Urban Growth & Solid Waste Generation: An Assessment of Municipal Solid Waste Management in Huntsville, Alabama through Scenario Planning by Kevin Bernard, Department of Community & Regional Planning, Fall 2017
- Ecological Impacts of Outdoor Recreation Activities: An Assessment of Trail Conditions at the Bankhead National Forest, Alabama, by Breana Daniels, Department of Biological & Environmental Sciences, Spring 2017
- Exploring Youth Programs' Participation: Implications for Community Development and Society by Shantrise Harris, Department of Community & Regional Planning, Department of Community & Regional Planning, Spring 2017
- Strategic Urban Planning for Faith based Institutions: Comparative Analysis of Churches in Cities Japan & Huntsville Alabama by Reginald Robinson, Department of Community & Regional Planning, Fall 2017
- An Examination of Designing, Planning and Zoning Issues Related to the "Tiny Home" Market by Keiandra Turner, Department of Community & Regional Planning, Spring 2017
- Planning for Federal Sustainability in the Next Decade: Analysis of energy and water consumption and labor hours for industrial production sites for the Engineering Facilities Division of the U.S. Army Materiel Command by Vontra Giles, Department of Community & Regional Planning, Fall 2016
- Questions of Environmental Inequity: Particulate Matter and its Relationship to Socio-Economic Status in the Greater Birmingham Metropolitan Area by Ashley Stevenson Department of Community & Regional Planning, Spring 2016
- Digital Cryptocurrencies: The Design and Network Analysis of the Bitcoin Infrastructure by Oyediji A. Oluwoye, Department of Computer Science, Spring 2016
- Assessing the Feasibility of Reducing Peak-Hour Traffic Congestion on the Redstone Arsenal Through a Park and Ride Strategy in Huntsville, AL by Adrianna Davis, Department of Community & Regional Planning, Fall 2015
- Community Food Assessment: Selected Food Store Location, Food Options and Availability in Huntsville Alabama by Tanzania S. Green, Department of Community & Regional Planning Fall 2015
- Geo-Spatial Assessment of Food Insecurity and Sources in Madison County Alabama by Jeremy McNeil, Department of Community & Regional Planning, Fall 2015

- Community Food Security: An analysis of food waste and waste prevention in selected households in Huntsville Alabama by Jalisa Neal, Department of Community & Regional Planning, Summer 2015
- Application of Urban Sustainability Indicators: A Comparison of two Cities by Kaela McGuire, Department of Community & Regional Planning, Fall 2014
- Sustainability Indicators: An Analysis of Key Environmental, Social and School Level Indicators in Huntsville/Madison County School Systems by Antony Rose, Department of Community & Regional Planning, Spring 2014

AWARD: Association of Collegiate schools of Planning Featured Faculty, October 2017

RECENT SELECTED TRAINING:

Leadership, Assessment & Program Accreditation:

- Evidencing Institutional Effectiveness through Planning and Assessment Review for Academic and Non-Academic Units, Silver & Associates (Consultants), Jackson State University, June 8, & Aug 10, 2020
- Going Deeper with Community Conversations. The Harwood Institute for Public Innovation (Consultants), Jackson MS, August 20, 2020
- GPEIG Roundtable: "Global Dimensions of Planning: Moving Beyond Program Accreditation Requirements"; Association of Collegiate schools of Planning Conference, Greenville SC Oct 24 - 28, 2019
- Chairs Tract: "Learning Outcomes: Development and Measurement"; Association of Collegiate schools of Planning Conference, Greenville SC Oct 24 - 28, 2019
- Roundtable - "How Planning Leadership Contributes to Sustainability through University-based Grand Challenges"; Association of Collegiate schools of Planning Conference, Greenville SC Oct 24 - 28, 2019
- GPEIG Roundtable: Role of Planners in International Development Organizations' Efforts to Make Cities Inclusive, Safe, Resilient and Sustainable; Association of Collegiate schools of Planning Conference, Greenville SC Oct 24 - 28, 2019
- ACSP Chairs' Workshop: Enrollment Management: Strategizing with the Future in Mind. AP's National Conference, New Orleans, April 24- 28, 2018
- Innovation in Planning Education and Accreditation; APA National Conference, New Orleans, April 24- 28, 2018
- ACSP Enrollment Task Force Information Gathering Session; Association of Collegiate schools of Planning Conference, Buffalo, NY Oct 24 - 28, 2018
- 57th annual Association of Collegiate Schools of Planning Annual Conference, Denver CO, October 12 - 15, 2017
- Association of Collegiate Schools of Planning Administrators Conference, Reston Virginia, March 9 - 11, 2017
- Grant Writing Workshop (National Institute of Health) hosted by Grant Writers' Seminar and Workshops LLC, Alabama A&M University, February 2014
- Information and Communication Technologies in TVET Study Tour sponsored by the EIT and Ministry of Education in St. Kitts and Nevis; Jamaica, January 2006
- CARICOM Population and Housing Census Symposium - A Review of the Experience in the 2000 Round of Population and Housing Censuses in Preparation for the 2010 Round, Nassau, Bahamas, September, 2005
- ECCU Debt Management Workshop sponsored by the CARTAC, ECCB and the IMF, St. Kitts, October 2005
- World Bank Procurement Procedures Workshop - Associate Staff College of India, Hyderabad, India, January 2000

Derronae Herbert, Ph.D.

Sustainable Development, Livability and Resilience

- Livable Cities and Neighborhood Satisfaction; Sustainable Urban Form, Social Capital, Homelessness and Access to Opportunity; Justice and Equity in Urban Design; Resilient Cities/Social Networks; Association of Collegiate schools of Planning Conference, Greenville SC Oct 24 - 28, 2019
- People & Culture: Big Plans for Small Towns (New Albany, MS); AL/MS American Planning Association Conference, October 16-19, 2019
- Millennials and the Changing Community - APA National Conference, New Orleans, April 21-28, 2018
- 9 Ways to build Community with Urban Housing Presented by Alabama Cent. for Architecture, Birmingham AL; Guest Speaker David Baker, FAIA, from David Baker Architects, September 2017
- Seminar: Ensuring Urban Resilience, Come Hell Or High Water, the Sabin Center for Climate Change Law, Columbia Law School, New York, September 2016
- EPA Region IV International Environmental Youth Symposium, Atlanta GA, September 8 -9, 2016 (coordinated 7 student presentations)
- Briefings on the SDGs at the United Nations & Organization of American States, New York and Washington DC, March 19 - 23, 2016
- EPA Region IV Global Environmental Symposium, Atlanta GA, October 1 - 2, 2015
- FEMA Emergency Management Institute Independent Study Course: Introduction to Incident Command System ICS-100, May 2012
- Pinemap Climate Change Workshop hosted by the Southeastern Agroforestry Consortium, Alabama A&M University, June 2013
- Post-Disaster Socio-economic Evaluation - United Nations Economic Commission for Latin America & the Caribbean, Trinidad, August 2000
- National Association of African American Studies, Conference February 13 - 18, 2017
- Seminar: Ensuring Urban Resilience, Come Hell Or High Water, the Sabin Center for Climate Change Law, Columbia Law School, New York, September 2016
- EPA Region IV International Environmental Youth Symposium, Atlanta GA, September 8 -9, 2016 (coordinated 7 student presentations)
- Briefings on the SDGs at the United Nations & Organization of American States, New York and Washington DC, March 19 - 23, 2016
- EPA Region IV Global Environmental Symposium, Atlanta GA, October 1 - 2, 2015
- FEMA Emergency Management Institute Independent Study Course: Introduction to Incident Command System ICS-100, May 2012
- Pinemap Climate Change Workshop hosted by the Southeastern Agroforestry Consortium, Alabama A&M University, June 2013
- Post-Disaster Socio-economic Evaluation - United Nations Economic Commission for Latin America & the Caribbean, Trinidad, August 2000
- OAS/CIDA Workshop on the Use of Services Statistics in International Trade for the CARICOM Region, Antigua, July 2005
- Collection and analysis of Survey of Living Conditions data sponsored by the World Bank, UNDP and the OECS, St. Lucia, April 2005
- Community-Based Participatory Research sponsored by USDA and Florida A&M University, Jacksonville, FL, August 2004
- Analysis of Data for Poverty Reduction and Social Policy Formulation using SPSS sponsored by the Organization of the Eastern Caribbean States and the World Bank Institute, St. Lucia, May 2001
- Poverty Reduction Strategies Workshop sponsored by the Organization of the Eastern Caribbean States, Barbados, March 2001

Bernice Herbert, PhD

PROFESSIONAL ORGANIZATION/COMMITTEE MEMBERSHIP & ROLE

- Board of Advisors, 2nd C Mississippi, Jackson MS, 2021 - current
- Manuscript Reviewer, Journal of the American Planning Association, 2022
- Advisory committee member for DOE's "Energy Equity in the Transition to Renewables: The Bioenergy Case." project led by Oak Ridge National Laboratory in Tennessee with the National Renewable Energy Laboratory in Colorado, 2022
- Member, City of Jackson Department of Planning Housing Coalition, 2022
- Board of Advisors Member, 2C Mississippi, Jackson Mississippi (local Climate Change non-profit), 2021- Current
- Southern Regional Representative, Association of Collegiate Schools of Planning Board, 2020 - 2022
- Associate Director, Community Outreach, Diversity and Inclusion, Mississippi State University-Led NSF proposal focused on building empathetically engineered green housing, 2020 - 2025
- Planning Accreditation Board Accreditation Standards Committee Taskforce, August 2020 - 2022
- Member, Just Energy Summit Planning Team, Partnership for Southern Equity (Atlanta), 2019 - 2020
- Member, City of Jackson Climate Change Taskforce, 2020
- Member, Harvard Public Innovators Lab, Jackson MS, 2020
- Member, American Planning Association (National & Alabama State Chapter)
- Research Committee member Alabama Academy of Sciences, 2015 - 2021
- President, Caribbean Association of North Alabama, Huntsville Alabama 2017 - 2019
- Member, National American Planning Association Diversity Committee, 2017 - 2018
- Member, American Planning Association Food Systems Planning Interest Group - Member and Chair, Working Group 1, National APA Academic Membership Program Taskforce, 2016 - 2019
- Alabama APA 2019 Conference Steering Committee, 2018 to 2019
- Member, FY 2016 (USDA) Federal Plan of Work, Global Food Security Team through the Alabama Cooperative Extension System 2015 - 2019
- Member, Association of American Geographers, 2017 - current
- Member, Minority in Agriculture, Natural Resources & Related Sciences (MANRRS), 2017
- Chair, Working Group 1, National American Planning Association (APA) Academic Membership Program Taskforce, 2016 - 2019
- Member, American Planning Association Food Systems Planning Interest Group, International Economic Development and Planning and the Black Community Divisions 2016 - current
- Chairperson, Capital Investment Program Committee, Nevis Island Government, 2005 - 2007;
- Technical Advisory Member, World Bank financed MECOVI-OECS Project, 2005 - 2007; program for improvement of surveys and measurement of living conditions in Latin America and the Caribbean
- Project Co-Coordinator, World Bank Sponsored Emergency Recovery and Disaster Management Project for the Government of St. Kitts and Nevis, 1999 - 2001
- Member, Post-Disaster Socio-economic Evaluation (Sub-regional Working Group) - United Nations Economic Commission for Latin America & the Caribbean, 2000
- Technical Committee Member - USAID/OAS sponsored Post-Georges Disaster Mitigation Project & Natural Hazard Mitigation for Government of St. Kitts and Nevis, 2000

AAMU COMMITTEE MEMBERSHIP & ROLE

- Faculty Advisor, Alabama A&M University-Toyota CLEAN-TRIP Project 2018 - 2019
- Chair, CALNS' Enrollment Management Planning Committee, 2012 - 2019.
- Alabama A&M University Institutional Animal Care and Use Committee, 2015 - 2019

- o SACSCOC Accreditation Coordinator for the Bachelor of Urban Planning Program, 2012 - 2018
- o Member, Academic Standards and Curriculum Committee, Alabama A&M University, 2015 - 2018
- o Member, Alabama A&M University Graduate Council & Policy Review Committee 2016 - 2018
- o Member, DCRP Planning Accreditation Board Task Force, 2013 - 2018; Taskforce Chair, 2016 - 2018
- o Member, AAMU Campus Master Planning Committee, 2012
- o Alabama A&M University Representative - Alabama Articulation & General Studies, 2012
- o EPSCoR GRSP AAMU Review Panel, 2012
- o SAES Alabama A&M University, Capacity Building Grant Review Team Member, 2010

JSU COMMITTEE MEMBERSHIP & ROLE

- o Member, Graduate Council
- o Member, Graduate Curriculum Committee
- o Member, Academic Affairs Council
- o Member, College of Science, Engineering & Technology Graduate Curriculum Committee
- o Team Lead, Planning Accreditation Board (PAB), reaccreditation for MA in Urban & Regional Planning

REFERENCES AVAILABLE UPON REQUEST

Bernardo S. Herbert, PhD

#12

OFFICE OF THE CITY ATTORNEY
1/13/23 XJM

ORDER AUTHORIZING THE SALE OF LOST, STOLEN, ABANDONED, AND MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON FEBRUARY 11, 2023

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

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

WHEREAS, when governing authorities approve the continuation of 2023 auctions a list of the motor vehicles and equipment available for sale at a public auction will be placed on file with the City Clerk, and posted in accordance with Section 21-39-21, Mississippi Code of 1972, as Amended;

IT IS HEREBY ORDERED that motor vehicles and equipment be sold at a public auction to be held at 4225-C Michael Avalon Street on **February 11, 2023** pursuant to compliance with Section 21-39-21, Mississippi Code of 1972, as amended.

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

APPROVED FOR AGENDA:

Agenda Item No.
January 31, 2023
(Davis, Lumumba) 12

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

January 09, 2023
DATE

POINTS		COMMENTS						
1.	Brief Description/Purpose	Order Authorizing the Sale of Lost, Stolen, Abandon, Misplaced, and Deadline City Motor Vehicles and Equipment at a Public Auction on February 11 2023.						
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention and Quality of Life.						
3.	Who will be affected	City of Jackson Citizens, City Staff and Law Enforcement Personnel.						
4.	Benefits	To Generate Revenue for the Jackson Police Department						
5.	Schedule (beginning date)	ASAP						
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	ALL WARDS CITY WIDE						
7.	Action implemented by: • City Department <input type="checkbox"/> • Consultant <input type="checkbox"/>	Jackson Police Department						
8.	COST	N/A						
9.	Source of Funding • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	N/A						
10.	ERO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	_____

Revised 2-04



Chief of Police
James E. Davis

JACKSON POLICE DEPARTMENT
Office of the Chief of Police

Assistant Chief of Police
Joseph Wade

Memorandum

To: Chokwe Lumumba, Mayor

From: James E. Davis, Chief of Police *JED* 1-9-23

Date: January 9, 2023

Re: Order Authorizing The Sale of Lost, Stolen, Abandoned, Misplaced
Motor Vehicles and Equipment at a Public Auction on February 11, 2023

It is my recommendation that the Mayor authorize the sale of lost, stolen, abandoned, misplaced motor vehicles and equipment at a public auction on February 11, 2023 at 4225 C. Michael Avalon Street, Mississippi. In accordance with Section 21-39-21, Mississippi Code of 1972, as amended, lost, stolen, abandoned, or misplaced motor vehicles and equipment should be sold at public auction.

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE SALE OF LOST, STOLEN, ABANDONED, AND MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON FEBRUARY 11, 2023** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* 

1/25/23

Date

OFFICE OF THE CITY ATTORNEY
1/25/23
CM

FEBRUARY 11, 2023
AUCTION OF CITY OF JACKSON
IMPOUNDED VEHICLES

To all interested parties, known and unknown

Pursuant to the MS State Code of 1972, Section 21-39-21, the City of Jackson, Mississippi, will sell at Public Auction, the impounded, abandoned, lost, stolen, or misplaced motor vehicles and equipment listed on the attached schedule. Unclaimed motor vehicles and equipment may be sold after the expiration of ninety (90) days from their receipt or recovery by the City of Jackson. The auction will be held at the City's Garage/Impound Lot facility located at 4225-C Michael Avalon Street on Saturday, February 11, 2023 starting at 9:00 a.m.

A list and description of abandoned/unclaimed vehicles be posted pursuant to statutory requirements in the following locations:

Hinds County Court House
Hinds County Chancery Court Building
Jackson City Hall/City Clerk's Office



327 East Pascagoula Street

Post Office Box 17

Jackson, Mississippi 39205

Jackson Police Department

MEMORANDUM

To: Hinds County Justice Court House Building

From: Vincent Grizzell, Deputy Chief
Jackson Police Department
Support Services Division

Date: January 9, 2023

Re: Notice of Auction Ad

Please post the attached Notice of Auction of Impounded Vehicles for the **February 11, 2023** Auction Ad required by the Mississippi State Statute, Code of 1972, Section 21-39-21.



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

Jackson Police Department

MEMORANDUM

To: Jackson City Hall/City Clerk's Office

From: Vincent Grizzell, Deputy Chief
Jackson Police Department
Support Services Division

Date: January 9, 2023

Re: Notice of Auction Ad

Please post the attached Notice of Auction of Impounded Vehicles for the **February 11, 2023** Auction Ad required by the Mississippi State Statute, Code of 1972, Section 21-39-21.



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

Jackson Police Department

MEMORANDUM

To: Hinds County Chancery Court House Building

From: Vincent Grizzell, Deputy Chief
Jackson Police Department
Support Services Division

Date: January 9, 2023

Re: Notice of Auction Ad

Please post the attached Notice of Auction of Impounded Vehicles for the **Feburary 11, 2023** Auction Ad required by the Mississippi State Statute, Code of 1972, Section 21-39-21.

#13

ORDER AUTHORIZING THE PAYMENT OF INVOICE NUMBERS 2101, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, AND 2113 SUBMITTED BY ON THE WAY SERVICE OF BYRAM MISSISSIPPI FOR SERVICE CALLS MADE TO REPAIR JACKSON POLICE DEPARTMENT VEHICLES

OFFICE OF THE CITY ATTORNEY

WHEREAS, the Jackson Police Department requested that On The Way Service located at 340 Mallory Drive in Byram respond and provide tire repair services to patrol vehicles which may have become inoperable; and

WHEREAS, the service calls were made between the period November 21, 2022 and December 6, 2022; and

WHEREAS, On The Way Service submitted twelve (12) invoices for the service calls made as follows:

<i>Invoice #</i>	<i>Date of Invoice</i>	<i>Amount invoiced</i>
2101	November 21, 2022	\$95.00
2103	November 22, 2022	\$125.00
2104	November 22, 2022	\$125.00
2105	November 24, 2022	\$125.00
2106	November 25, 2022	\$300.00
2107	November 25, 2022	\$125.00
2108	November 29, 2022	\$95.00
2109	November 29, 2022	\$95.00
2110	November 24, 2022	\$125.00
2111	December 1, 2022	\$125.00
2112	December 1, 2022	\$145.00
2113	December 6, 2022	\$95.00

WHEREAS the repair services provided by On The Way Service are not subject to the public purchasing laws; and

WHEREAS, Section 21-17-5 of the Mississippi Code of 1972 as amended vests with the governing authority of every municipality in the state the care, management, and control of municipal affairs and its property and finances; and

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes municipalities to adopt orders, resolutions, and ordinances not inconsistent with the Mississippi Constitution, statutes, or other laws of the State of Mississippi; and

WHEREAS, the Chief of the Jackson Police Department or his designee authorized On The Way Service to perform the repairs under emergent and urgent circumstances; and

WHEREAS, On The Way performed the services in good faith and is entitled to be paid the fair market value of the services rendered pursuant to Section 31-7-57 of the Mississippi Code; and

Agenda Item No.
January 31, 2023
(Davis, Lumumba)

~~13~~

WHEREAS, the invoices submitted by On the Way Service have been reviewed and deemed to contain fair market value for the services performed when travel time, fuel, supplies, and repair service times are factored;

IT IS HEREBY ORDERED that the referenced invoices submitted by On the Way Service may be paid pursuant to Section 31-7-57 of the Mississippi Code because the services were rendered in good faith under emergent and urgent circumstances.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 28, 2022

DATE

(revised 3/6/01)

	POINTS	COMMENTS
1.	Brief Description	Order authorizes the payment of On The Way Service LLC Invoices 2101, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, and 2113
2.	Purpose	Municipal payment for goods and services received and not in dispute
3.	Who will be affected	On the Way Service LLC and City of Jackson
4.	Benefits	Ensures that vendor will respond to calls for service when patrol vehicles become disabled
5.	Schedule (beginning date)	Upon approval
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	No defined ward - general municipal operations
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Jackson Police Department
8.	COST	Invoices have varying charges. The total of all invoices is \$1,575.00
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	Account 001.442.40.6316
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A <u>X</u> AABE _____% WAIVER yes ___ no ___ N/A <u>X</u> WBE _____% WAIVER yes ___ no ___ N/A <u>X</u> HBE _____% WAIVER yes ___ no ___ N/A <u>X</u> NABE _____% WAIVER yes ___ no ___ N/A <u>X</u>




Chief of Police
James E. Davis

JACKSON POLICE DEPARTMENT
Office of the Chief of Police

Assistant Chief of Police
Joseph Wade

Memorandum

To: Chokwe Lumumba, Mayor

From: James E. Davis, Chief of Police  12/14/22

Date: December 14, 2022

Re: Order Authorizing Payment to On the Way Service, Inc.

It is my recommendation that the Mayor Enter into Order Authorizing Payment to On the Way, Service, Inc. for services rendered on JPD vehicle call-outs for the amount of \$1,575.00.

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

Office of the City Attorney

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

Carrie Johnson

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE PAYMENT OF ON THE WAY SERVICE LLC INVOICES 2101, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113** is legally sufficient for placement in NOVUS Agenda.

Carrie Johnson

Catoria Martin

Carrie Johnson, Sr. Deputy City Attorney

11/9/23
Date
Carrie Johnson



Chief of Police
James E. Davis

JACKSON POLICE DEPARTMENT
Support Services Bureau
Vincent Grizzell, Deputy Chief of Police

12-13 rec'd & sent
to CIPERS
Assistant Chief of Police
Joseph Wade

Memorandum

To: James E. Davis, Chief *[Signature]* 12/14/22

Via: Joseph Wade, Assistant Chief *[Signature]* 12.13.22 (Approved)
 Vincent Grizzell, Deputy Chief *[Signature]* 12/12/22

From: George Jimerson, Commander *[Signature]* 12/12/22

Date: December 12, 2022

Re: Authorizing Payment to ON THE WAY SERVICE, LLC

The content of this memorandum is to authorize payment to On The Way Service, LLC for services rendered on JPD vehicle call-outs for the amount of \$1,575.00.



INVOICE

On The Way Service
340 Mallory Dr
Byram, Ms. 39272
null, Mississippi null
United States

6019661630

BILL TO
City of Jackson Police Department
400063
G Jimerson

7692097340
gjimerson@city.jackson.ms.us

Invoice Number: 2101

Invoice Date: November 21, 2022

Payment Due: November 21, 2022

Amount Due (USD): \$95.00

Items	Quantity	Price	Amount
Service Call Repaired tire	1	\$95.00	\$95.00

Total: \$95.00

Amount Due (USD): \$95.00

Notes / Terms

Collier PC 1607 mileage 12785



INVOICE

On The Way Ser
340 Mallory Ln.
Byram, Ms. 39272
null, Mississippi null
United States

6019661630

BILL TO
City of Jackson Police Department
400063
G Jimerson

7692097340
gjimerson@city.jackson.ms.us

Invoice Number: 2103

Invoice Date: November 22, 2022

Payment Due: November 22, 2022

Amount Due (USD): \$125.00

Items	Quantity	Price	Amount
Service Call Repaired tire	1	\$125.00	\$125.00
		Total:	\$125.00
		Amount Due (USD):	\$125.00

Notes / Terms

Watson SUV 0131 mileage 54484



INVOICE

On The Way Service
340 Mallory Dr
Byram, Ms. 39272
null, Mississippi null
United States

6019661630

BILL TO
City of Jackson Police Department
400063
G Jimerson

7692097340
gjimerson@city.jackson.ms.us

Invoice Number: 2104

Invoice Date: November 22, 2022

Payment Due: November 22, 2022

Amount Due (USD): \$125.00

Items	Quantity	Price	Amount
Service Call Repaired tire	1	\$125.00	\$125.00
		Total:	\$125.00

Amount Due (USD): \$125.00

Notes / Terms

Gillion SUV 0181 mileage 17470



INVOICE

On The Way Ser
340 Mallory Dr
Byram, Ms. 39272
null, Mississippi null
United States

6019661630

BILL TO
City of Jackson Police Department
40063
G Jimerson

7692097340
gjimerson@city.jackson.ms.us

Invoice Number: 2105

Invoice Date: November 24, 2022

Payment Due: November 24, 2022

Amount Due (USD): \$125.00

Items	Quantity	Price	Amount
Service Call Repaired tire	1	\$125.00	\$125.00
		Total:	\$125.00
		Amount Due (USD):	\$125.00

Notes / Terms

Reed SUV 157 mileage 42815



INVOICE

On The Way Service
340 Mallory Dr
Byram, Ms. 39272
null, Mississippi null
United States

6019661630

BILL TO
City of Jackson Police Department
40063
G Jimerson

7692097340
gjimerson@city.jackson.ms.us

Invoice Number: 2106

Invoice Date: November 25, 2022

Payment Due: November 25, 2022

Amount Due (USD): \$300.00

Items	Quantity	Price	Amount
Service Call Dis/mt	1	\$300.00	\$300.00
		Total:	\$300.00

Amount Due (USD): \$300.00

Notes / Terms

James PC 1827 and PC 1609



INVOICE

On The Way Ser
340 Mallory Cr
Byram, Ms. 39272
null, Mississippi null
United States

6019661630

BILL TO
City of Jackson Police Department
400063
G Jimerson
7692097340
gjimerson@city.jackson.ms.us

Invoice Number: 2107

Invoice Date: November 25, 2022

Payment Due: November 25, 2022

Amount Due (USD): \$125.00

Items	Quantity	Price	Amount
Service Call Repaired tire	1	\$125.00	\$125.00
		Total:	\$125.00
		Amount Due (USD):	\$125.00

Notes / Terms
Kendrick PC 1831



INVOICE

On The Way Service
340 Mallory Dr
Byram, Ms. 39272
null, Mississippi null
United States

6019661630

BILL TO
City of Jackson Police Department
400063
G Jimerson

7692097340
gjimerson@city.jackson.ms.us

Invoice Number: 2108

Invoice Date: November 29, 2022

Payment Due: November 29, 2022

Amount Due (USD): \$95.00

Items	Quantity	Price	Amount
Service Call Repaired tire	1	\$95.00	\$95.00
		Total:	\$95.00
		Amount Due (USD):	\$95.00

Notes / Terms

Brown PC 1639 mileage 27635



INVOICE

On The Way Ser
340 Mallory Ln
Byram, Ms. 39272
null, Mississippi null
United States

6019661630

BILL TO
City of Jackson Police Department
400063
G Jimerson

7692097340
gjimerson@city.jackson.ms.us

Invoice Number: 2109

Invoice Date: November 29, 2022

Payment Due: November 29, 2022

Amount Due (USD): \$95.00

Items	Quantity	Price	Amount
Service Call Repaired tire	1	\$95.00	\$95.00
		Total:	\$95.00
		Amount Due (USD):	\$95.00

Notes / Terms

Todd SUV 157 Morrison mileage 43623



INVOICE

On The Way Service
340 Mallory Dr
Byram, Ms. 39272
null, Mississippi null
United States

6019661630

BILL TO
City of Jackson Police Department
400063
G Jimerson

7692097340
gjimerson@city.jackson.ms.us

Invoice Number: 2110

Invoice Date: November 24, 2022

Payment Due: November 24, 2022

Amount Due (USD): \$125.00

Items	Quantity	Price	Amount
Service Call Dis/mt	1	\$125.00	\$125.00

Total: \$125.00

Amount Due (USD): \$125.00

Notes / Terms

Dispatch Hogue SUV 100 Heard mileage 49484



INVOICE

On The Way Ser
340 Mallory Dr
Byram, Ms. 39272
null, Mississippi null
United States

6019661630

BILL TO
City of Jackson Police Department
400063
G Jimerson

7692097340
gjimerson@city.jackson.ms.us

Invoice Number: 2111

Invoice Date: December 1, 2022

Payment Due: December 1, 2022

Amount Due (USD): \$125.00

Items	Quantity	Price	Amount
Service Call Repaired tire	1	\$125.00	\$125.00
		Total:	\$125.00
		Amount Due (USD):	\$125.00

Notes / Terms

PD4 SUV 157 Williams mileage 49572



INVOICE

On The Way Service
340 Mallory Dr
Byram, Ms. 39272
null, Mississippi null
United States

6019661630

BILL TO
City of Jackson Police Department
400063
G Jimerson

7692097340
gjimerson@city.jackson.ms.us

Invoice Number: 2112

Invoice Date: December 1, 2022

Payment Due: December 1, 2022

Amount Due (USD): \$145.00

Items	Quantity	Price	Amount
Service Call Repaired tire	1	\$130.00	\$130.00
Valve Stem	1	\$15.00	\$15.00
		Total:	\$145.00
		Amount Due (USD):	\$145.00

Notes / Terms
Dispatch Bucio Bus 731



INVOICE

On The Way Ser
340 Mallory Ln
Byram, Ms. 39272
null, Mississippi null
United States

6019661630

BILL TO
City of Jackson Police Department
400063
G Jimerson

7692097340
gjimerson@city.jackson.ms.us

Invoice Number: 2113

Invoice Date: December 6, 2022

Payment Due: December 6, 2022

Amount Due (USD): \$95.00

Items	Quantity	Price	Amount
Service Call Dis/mt	1	\$95.00	\$95.00
Total:			\$95.00
Amount Due (USD):			\$95.00

Notes / Terms

Bailey SUV 095 mileage 83712

#14

OFFICE OF THE CITY ATTORNEY
12/29/22
Adm.

ORDER RATIFYING AND AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH JUSTICETRAX, INC. FOR THE SUPPLY OF SOFTWARE FOR THE FORENSIC LABORATORY

WHEREAS, on July 7, 2020, the Jackson City Council authorized the Mayor to submit and accept the FY 2019 National Sexual Assault Kit Initiative (SAKI) grant and implement program applications administrated by the U.S. Department of Justice, Bureau of Justice assistance in the amount of \$2,500,000.00; and

WHEREAS, on October 13, 2020, the U.S. Department of Justice approved the application submitted by the City of Jackson for an award under the funding opportunity entitled SAKI in the amount of \$1,179,593.00; and

WHEREAS, the National Sexual Assault Kit Initiative supports the Department of Justice's criminal justice priorities of reducing violent crime and supporting law enforcement officers and prosecutors by:

- (1) providing jurisdictions resources to address sexual assault kits in their custody that have not been submitted to a forensic laboratory for testing with Combined DNA Index System (CODIS) –eligible DNA methodologies;
- (2) improving investigation and prosecution in connection with evidence and cases resulting from the testing process; and
- (3) providing sites with resources to collect DNA samples from qualifying individuals who should have a sample in CODIS, but from whom a sample has never been collected or submitted to a laboratory for testing.

WHEREAS, the Jackson Police Department submitted a budget to the Department of Justice that included software to manage inventory and evidence control of sexual assault kits in the amount of \$60,852.00; and

WHEREAS, the software is a commodity as defined in Mississippi Code Annotated Section 31-7-1(e), and the procurement of such is subject to the competitive bidding requirements; and

WHEREAS, the Jackson Police Department obtained two competitive written bids for software to manage inventory and evidence control of sexual assault kits; and

WHEREAS, JusticeTrax, Inc., a corporation duly incorporated under the laws of the State of Arizona, having its office located at 1 North MacDonald, Suite 500, Mesa, AZ 85201, submitted the lowest and best bid; and

WHEREAS, JPD agrees to pay and not to exceed the Total Agreement Price of \$35,500.00, which includes \$24,500.00 for onboarding services and \$11,000.00 for subscription fees which will be financed by SAKI Grant funds; and

Agenda Item No.
January 31, 2023
(Davis, Lumumba)

#14

WHEREAS, the term or length of service shall be effective from the effective date of October 01, 2022, and shall expire on the date of October 01, 2024; and

WHEREAS, a one-year subscription extension shall continue thereafter and is subject to the prior approval of the governing authorities for the City of Jackson unless either party provides advance notice of the intention to renew at least ninety (90) days prior to the otherwise automatic renewal date; and

WHEREAS, the proposed agreement for an amount not to exceed \$35,500.00 is attached to this Order and made a part of these minutes; and

WHEREAS, it is in the best interest of the City of Jackson and the Jackson Police Department Crime Laboratory to enter an agreement with JusticeTrax, Inc. to acquire a Computer System through a combination of On-Site Application Software, Onboarding Services, and SaaS Services, including training, support, and related services for Jackson Police Department (JPD) Forensic Crime Laboratory.

THEREFORE, IT IS HEREBY ORDERED, that the Mayor and the Chief of Police are authorized to execute an agreement with JusticeTrax, Inc. to acquire a Computer System through a combination of On-Site Application Software, Onboarding Services, and SaaS Services, including training, support, and related services for Jackson Police Department (JPD) Forensic Crime Laboratory in an amount not to exceed \$35,500.00 to be paid out the SAKI grant.

IT IS, FURTHER ORDERED, that the Mayor authorize to execute any and all other documents necessary to fulfill the purpose of this order provided it does not obligate any additional monetary expense(s) to the City of Jackson.

APPROVED FOR AGENDA:

Agenda Item # _____
Agenda Date _____

By: DAVIS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 25, 2022
DATE

	P O I N T S	C O M M E N T S
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE AN AGREEMENT WITH JUSTICETRAX, INC., FOR ON-SITE APPLICATION SOFTWARE, ONBOARDING SERVICES, SAAS SERVICES, TRAINING SUPPORT AND RELATED SERVICES TO THE JACKSON POLICE DEPARTMENT FORENSIC CRIME LABORATORY.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention
3.	Who will be affected	City of Jackson
4.	Benefits	City of Jackson
5.	Schedule (beginning date)	Effective upon signatures by the Authorized Personnel
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS CITY WIDE
7.	Action implemented by: ▪ City Department ▪ Consultant	Jackson Police Department
8.	COST	NONE TO CITY OF JACKSON:
9.	Source of Funding ▪ General Fund ▪ Grant ▪ Bond ▪ Other x	SAKI Grant
10.	EBO Participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____




Chief of Police
James E. Davis

JACKSON POLICE DEPARTMENT
Office of the Chief of Police

Assistant Chief of Police
Joseph Wade

Memorandum

To: Chokwe Lumumba, Mayor

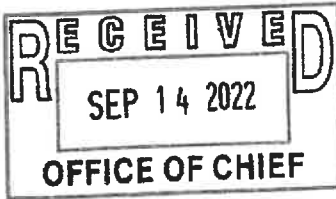
From: James E. Davis, Chief of Police  9-15-22

Date: September 15, 2022

Re: Order Authorizing the City of Jackson to Enter Into a Memorandum Of Agreement (MOA) With JusticeTrax, Inc.

It is my recommendation that the Mayor authorize the City of Jackson to enter into an Agreement with JusticeTrax, Inc. The Agreement with JusticeTrax, Inc. is to acquire a computer system with a combination of On-Site Application Software and related services. The total agreement amount for service is \$35,500.00 with an annual renewal subscription rate of \$11,000.00 which will be funded by the SAKI Grant Fund.

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



Chief of Police
James E. Davis

JACKSON POLICE DEPARTMENT
Investigative Services Bureau
Deric Hearn, Deputy Chief of Police

9/14 Rec'd & sent to
Assistant Chief of Police
Joseph Wade
C/DAVIS

To: James E. Davis, Chief of Police

[Signature] 9/14/22
Joseph Wade 9/14/22

Via: Joseph Wade, Assistant Chief of Police

Via: Deric Hearn, Deputy Chief of Major Investigations D.H. 9/14/22

From: Abraham Thompson, Commander of Major Investigations
[Signature] 9/14/22

Date: Wednesday, September 14, 2022

Re: Agreement between Jackson Police Department and JusticeTrax, Inc.

This memorandum is to submit the Agreement presented to the Jackson Police Department by JusticeTrax, Inc. All fees totaling \$35,500.00 will be paid through the SAKI Grant. Instructions were given that the contract must be presented to the City Council as an Agenda item.

In October 2021, the Jackson Police Department Forensic Lab received the SAKI Grant. One criteria for the SAKI Grant is to utilize JusticeTrax which is a combination of On-Site Application Software, Onboarding Services, and Software as a Service (SaaS), including training, support, and related services for the Forensic Crime Lab.

Attached to this memorandum is the following:

- Copy of the Purchase Order receipt that shows the funds have been allocated through the SAKI Grant
- The Agreement drafted by JusticeTrax, Inc.
- City Council Package
 - 10 Point Data Sheet
 - Agenda Order

****Please Note: This is time sensitive, a signed and approved memorandum along with the contract must be hand delivered to the Office of City Legal by tomorrow, Thursday, September 15, 2022.**

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
R/29/23
SUM

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING AND AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH JUSTICETRAX, INC. FOR THE SUPPLY OF SOFTWARE FOR THE FORENSIC LABORATORY is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

1/9/23

Date

Sondra Moncure, Deputy City Attorney AcM

AGREEMENT
between
the City of Jackson, Mississippi
-and-
JusticeTrax, Inc.

for the supply of a Software as a Service for the Forensic Laboratory as
described herein.

Agreement # 2022-013

This Agreement, made in duplicate this _____, 2022(the "Effective Date") and expire on the date of _____.

BETWEEN:

JusticeTrax, Inc., a corporation duly incorporated under the laws of the state of Arizona having its office located at 1 North MacDonald, Suite 500, Mesa AZ 85201

(Hereinafter referred to as "JusticeTrax")

AND:

The City of Jackson, Mississippi a City government agency duly incorporated under the laws of Mississippi and having its office located at 219 South President Street, Jackson, MS 39201.

(Hereinafter referred to as the "Customer")

AGREEMENT

WHEREAS the Customer wishes to acquire a Computer System through a combination of On-Site Application Software, Onboarding Services, and SaaS Services, including training, support, and related services for the Customer including Laboratory (hereinafter referred to as the "Forensic Laboratory"); AND

WHEREAS JusticeTrax has represented that it has the capacity and is authorized and willing to supply the On-Site Application Software, Software as a Service, and Professional Service on the terms set out in the Agreement.

NOW THEREFORE in consideration of the mutual covenant herein contained, the Customer and JusticeTrax (hereinafter collectively referred to as the "Parties", or individually as a "Party") agree as follows:

1. Definitions

- 1.1 "Agreement" means this agreement, all exhibits attached hereto, all documents incorporated by reference herein or therein and all instruments supplemental and/or amendments hereto or thereto.
- 1.2 "Application Software" means JusticeTrax's proprietary programs, including both object code and source code, as described by the JusticeTrax-provided Documentation, any subsequent release notes and other pertinent documentation, which JusticeTrax has covenanted to license to the Customer to use pursuant to the terms of this Agreement.
- 1.3 "Authorized Person" means an employee, or independent contractor of JusticeTrax who has a legitimate need to know or otherwise access Customer Data to enable JusticeTrax to perform its obligations under this Agreement, and who is bound in writing by confidentiality obligations sufficient to protect Customer Data in accordance with the terms and conditions of this Agreement.
- 1.4 "Authorized User(s)" means an employee, or independent contractor of Customer (solely to the extent such contractor is providing services to Customer), who has been authorized by Customer to use the Product.
- 1.5 "Business Days" for the purposes of this Agreement shall mean weekdays, Monday through Friday, excluding holidays recognized JusticeTrax.
- 1.6 "Change Order" means a document, agreed and signed by both Parties, that changes an existing Statement of Work.
- 1.7 "CJIS" means Criminal Justice Information Services.
- 1.8 "Computer System" or "System" includes all aspects of Application Software and Services to be provided by JusticeTrax to the Customer pursuant to this Agreement, as identified in the Price List and Payment Schedule (Exhibit C).
- 1.9 Configured and Available for Use means that JusticeTrax has completed agreed upon configuration services and made the application(s) available for customer use.
- 1.10 "Critical Priority Errors" means complete system failure where the Product is not available for use.
- 1.11 "Customer Data" means all data (including Personal Data), information, content and other materials stored or transmitted by Customer and any Authorized User through the SaaS Services, excluding any Third-Party Data and any JusticeTrax Data.
- 1.12 "Customization" means an extension or modification of a Product feature that requires custom coding and/or implementation.
- 1.13 "Documentation" means the user guides, administration guides, release notes, technical information, and training materials, and any other documentation provided by JusticeTrax

- throughout the Agreement, for the On-Site Application Software and SaaS Services that JusticeTrax provides the Customer.
- 1.14 "Fees" means the monetary amount to be paid by the Customer to JusticeTrax for the rights granted and services provided under this Agreement, as mutually agreed upon and listed in Exhibit C.
- 1.15 "High Priority Errors" means a serious problem that materially affects the operational use of the Product.
- 1.16 "Interface Control Document" means the terms, if applicable, governing any integrations with Third Party Applications, as defined in Exhibit D.3.
- 1.17 "Intellectual Property Rights" means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.
- 1.18 "Major Enhancement Release" means a change or new release of the Product then in use by the Customer containing new functions, features and enhancements that have become part of the standard system.
- 1.19 "Minor Enhancement Release" means a change or new release of the Product then in use by the Customer designed to correct Problem(s) and/or provide minor functionality additions.
- 1.20 "Onboarding Period" means the period during the Term before the Production Period during which JusticeTrax will provide Onboarding Services.
- 1.21 "Onboarding Services" means the evaluation, consultation, implementation, customization, configuration, development of interfaces, and other services provided by JusticeTrax in connection with the Product. This is including, but not limited to, project management, re-engineering/implementation, training, conversion, and installation as listed in the Price and Payment Terms (Exhibit C) and as further described in the Statement of Work (Exhibit D.1), and related onboarding documentation, which are detailed in Exhibits D through D.7.
- 1.22 "On-Site Application Software" means JusticeTrax's proprietary software programs as described in sub-section 1.2 that are installed and-used on Customer's own systems or premises, on the terms set out in Exhibit A.

- 1.23 "Open-Source Software Components" means software programs, libraries, or distributable (commonly known as "public", "open source" or "free" software) made publicly available by the copyright holders.
- 1.24 "Open-Source Software Component Licenses" means licenses applicable to the particular Open-Source Software Components, either supplied by JusticeTrax or the Customer, that may be part of the Product.
- 1.25 "Personal Data" means the Customer Data provided to JusticeTrax by or at the direction of the Customer, or to which access was provided to JusticeTrax by or at the direction of the Customer, in the course of JusticeTrax's performance under this Agreement that identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers).
- 1.26 "Problem" means a failure of the Product to function substantially in accordance with the Documentation.
- 1.27 "Product" means the combination of the SaaS Services, On-Site Application Software, and Documentation, which the Customer is authorized under the Terms in Exhibit A to use in the course of their normal operations. The term "Product" includes sort of any Major and Minor Enhancement Releases, and Customization.
- 1.28 "Production Environment" means the live environment for the product used by the Customer.
- 1.29 "Production Period" means the period during the Term following Configured and Available for Use of the Product(s).
- 1.30 "Production Use" means the use of one or more functional application components to collect and manage real laboratory information for the purpose of serving actual stakeholder needs; this is in contrast to "testing mode", where real laboratory information may be used, but only for the purpose of evaluation and testing.
- 1.31 "Services" means the services provided or required to be provided by or through JusticeTrax, including without limitation, Onboarding Services and SaaS Services.
- 1.32 "Software as a Service" or "SaaS Services" means the Application Software, and related software-as-a-service, hosting, maintenance and/or support services made available by JusticeTrax for remote access and use by the Customer, including any Documentation hereto.
- 1.33 "Source Code" means a collection of computer instructions written using a human-readable programming language. Source Code shall include all material including, but not limited to, design documentation, Software Documentation, reference manuals, libraries for the Software, and interface software, in any form (printed, electronic, or magnetic).

- 1.34 "Support" means services which are provided by JusticeTrax to the Customer, as described herein, regarding Problem(s) encountered with standard, unmodified Product, and with JusticeTrax's modifications to or interfaces with the Products, and which are necessary to:
- i. resolve Problems and provide temporary "work around" solutions, if necessary;
 - ii. assist with data manipulation, duplication or restoration where data has been affected by defects under paragraph (i) immediately above, but not by hardware defects or operator error or misuse of any of the software or hardware;
 - iii. periodically review all Products to identify and resolve Problems on a preventative basis; and
 - iv. provide, in a timely manner, all Major and Minor Enhancement Releases.
- 1.35 "Support Authority" means the Customer's designated employee(s) authorized to approve additional, separately billable time & materials support work, beyond that included within this Agreement.
- 1.36 "Support Contact" means Customer's designated employee, a consultant providing services directly to the Customer, or another designated Customer representative with whom JusticeTrax will communicate when providing Support. The Support Contact must be knowledgeable about how the Product is being used and must be familiar with the operating environment under which it is being used.
- 1.37 "Term" means the Initial Term and any Renewal Term.
- 1.38 "Third Party Application" means a third-party service by a Third-Party Provider(s) approved by JusticeTrax to which the Customer and any Authorized User facilitates JusticeTrax's Vendor access to, and use of the SaaS Services, via an application programming interface or other means.
- 1.39 "Third Party Components" means any components of the Product provided by third parties, including Open-Source Components and third-party proprietary software or services (e.g. Microsoft Azure Government Cloud (Azure)).
- 1.40 "Third Party Data" means any data owned by a third party that the Customer accesses via the Product.
- 1.41 "Third Party Providers" means third parties, including other vendors, federal agencies, state/provincial agencies, and local agencies that control products and/or databases with which the Product are to be interfaced but for the avoidance of doubt shall not include any Third-Party Suppliers.
- 1.42 "Third Party Suppliers" means any party who provides products and/or services, including Open-Source Software and Third-Party Components that contribute to the overall Product provided to the Customer by JusticeTrax.
- 1.43 "Transition Assistance" has the meaning given in Section 12.

- 1.44 "JusticeTrax Data" means data, information, content, and other materials provided, stored or transmitted through the SaaS Services, which are the property of JusticeTrax, including, without limitation, Documentation and standard forms.
- 1.45 "JusticeTrax Certified Browsers" means acceptable browsers on which JusticeTrax shall operate its Software. This internal list shall be maintained by JusticeTrax.

2. Contract Documents

- 2.1 This Agreement consists of the following documents:
- 2.2 This document setting forth Sections 1 through 25, inclusive, as the main body of this Agreement (also known to the Parties as the "Head Agreement") as duly executed by both Parties and reflecting any subsequent mutually endorsed changes to or extensions of this document.
- 2.3 The attached Exhibits forming part of the Agreement:
- Exhibit A: License Terms
 - Exhibit B: Annual Subscription Support Terms
 - Exhibit C: Price & Payment Terms
 - Exhibit D: Onboarding Terms & Conditions
 - Exhibit E: Minimum Client and Peripheral Specification
 - Exhibit F: Customer Supplied Hardware and Third-Party Software
- 2.4 These documents are incorporated by reference and are an integral part of this Agreement, their precedence being in the order of presentation described above, recognizing the Change Control Log (Exhibit D.7) or any amendments expressly stated to supersede all contract documents.
- 2.5 Each party shall notify the other of any error, omission, ambiguity, discrepancy, or inconsistency that the respective party may find in any of the documents comprising this Agreement. Neither party shall be entitled to take advantage of any known error, omission, ambiguity, discrepancy, or inconsistency and, without limitation, neither party shall be permitted to use any such error, omission, ambiguity, discrepancy or inconsistency as the basis of a claim for additional payment or extension of time. Upon discovery of such error, omission, ambiguity, discrepancy or inconsistency in this Agreement, the Parties shall take such measures as are required to overcome the problem and, if necessary, shall negotiate necessary amendments to cure or correct same.
- 2.6 It is not uncommon for changes to be identified and mutually agreed to as necessary during the term of an agreement, such as this Agreement. This may involve changes to software, hosting services, functionality, training, etc. with an associated additional cost, or it may entail changes to schedules, sequences, staff, etc. that do not involve changes to costs. In either event, such changes must be documented in writing. Changes without financial impact will be documented in the form of project

status reports. All changes with financial impact or that result in any amendment to the terms of this Agreement will follow the change order process set forth in Change Control Log (Exhibit D.7).

3. Term of Agreement

- 3.1 This Agreement shall be effective from the Effective Date and shall expire on the date of Configured and Available for Use (the "Initial Term"), as indicated in the Statement of Work (Exhibit D.1). Subject to termination in accordance with Section 11, automatic one (1) year subscription extensions (each a "Subscription Renewal Term") shall continue thereafter and is subject to the prior approval of the governing authorities for City of Jackson, unless either party provides advance notice of the intention to not renew at least ninety (90) days prior to the otherwise automatic renewal date.
- 3.2 The Subscription Renewal Term may be subject to pricing increases, which shall be provided in writing within sixty (60) days prior to the extension date and is subject to the prior approval of the governing authorities for the City of Jackson.
- 3.3 Renewal of the subscription shall be offered to the Customer at the prevailing commercial rates for such product and services as charged to other clients of JusticeTrax at that time and in accordance with the terms set forth in the Agreement. Additional charges may be incurred if the continuity of support status is interrupted at any time.

4. Security

- 4.1 Background Screening. JusticeTrax agrees that all personnel JusticeTrax employs pursuant to this Agreement shall be subject to JusticeTrax's background and security checks and screening (collectively "Background Screening") at JusticeTrax's sole cost and expense as set forth in this paragraph. The Background Screening shall include, as a minimum, criminal record checks, local police record checks, and credit checks. Any additional Background Screening required by the Customer may be at additional cost.
- 4.2 FBI CJIS Security Addendum. JusticeTrax agrees to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum for the Term of this Agreement.

5. Price and Payment Terms

- 5.1 In consideration of JusticeTrax supplying the described Product and Services in accordance with this Agreement, the Customer agrees to pay unto JusticeTrax the dollar amount identified as the Total Agreement Price in the Price and Payment Terms (Exhibit C) under the terms and conditions as set out in sub-sections 5.2 to 5.5 below and according to the Price and Payment Terms (Exhibit C).
- 5.2 This Total Agreement Price is calculated assuming there are no sales or use taxes or tariffs payable. In the event that additional sales or use taxes or tariffs are payable as determined by an authorized taxing authority, the Customer is responsible for remitting the appropriate state, local or federal sales or use tax or tariff due. If the Customer claims exemption from such taxation, upon execution of this Agreement, JusticeTrax requires evidence of such tax exemption from the Customer.
- 5.3 Invoices submitted to the Customer shall be due thirty (30) but no later than forty-five (45) calendar days after the invoice date (electronic delivery accepted). If the Customer wants to dispute an invoice, it must notify JusticeTrax in writing within fifteen (15) calendar days of receiving the invoice. Unless disputed, accounts not paid within 30 but no later than forty-five (45) calendar days of invoice date shall bear interest at the rate of the lesser of 1.5% per month (the equivalent of 18% per annum, compounded annually) or the highest interest rate permitted by law to be charged of the Customer on the overdue balance. Where there are inconsistencies between this Section 5 and the Price and Payment Terms (Exhibit C), the latter shall prevail.

6. Confidentiality

- 6.1 Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" means:
- i. With respect to JusticeTrax, the Product and Services and any and all Application Software relating thereto, as well as Documentation and non-public JusticeTrax Data, including information or materials regarding JusticeTrax's legal or business affairs, financing, customers, properties or data; and
 - ii. With respect to the Customer, any non-public information or material regarding the Customer's legal or business affairs, financing, customers, property, data, or Customer Data.
 - iii. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained

by the Receiving Party without restrictions on use or disclosure from a third person without an obligation to maintain its confidentiality.

- 6.2 Use and Disclosure of Confidential Information. The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the effective date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) subject to Subsection 6.5 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement; and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.
- 6.3 Protection of Confidential Information. The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care). Each Party shall notify the other Party as soon as reasonably practicable in the event that Confidential Information of the Party is believed to have been compromised.
- 6.4 Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations under this Agreement with respect to such Confidential Information.
- 6.5 Required Disclosures. In the event that either Party is requested or required, for the purpose of this paragraph, each, a "Request", (by oral questions, interrogatories, requests for information or document in legal proceedings, subpoena, civil investigative demand or similar process or by any law, rule, or regulation of any governmental agency or regulatory authority) to disclose any of the Confidential Information of the other Party, such Party shall provide the other Party with prompt written notice of any such Request or requirement so that such other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver, and if one Party is nonetheless, legally compelled to disclose Confidential Information, such Party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such Party shall use its best efforts to preserve the confidentiality of Confidential Information, including, without limitation, by cooperating with the other Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential information by such tribunal.

7. Warranties

7.1 Power and Authority. Each party represents and warrants that it has the full right, power, and authority to enter into this Agreement, and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. The Customer represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement, and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations during the Term of this Agreement.

7.2 Service Warranties. For Onboarding and SaaS Services, JusticeTrax warrants that the work under this Agreement shall be performed in a good and workmanlike manner and in accordance with applicable industry standards. Except as provided for herein, JusticeTrax's liability and Customer's remedy under this Section are limited to JusticeTrax's prompt correction for such services, provided that written notice of such alleged defective services shall have been given by the Customer to JusticeTrax. The Customer agrees to provide JusticeTrax reasonable access to its facilities and third-party vendor software if necessary for the provision of Services by JusticeTrax. In the event that JusticeTrax cannot correct the defective services after a reasonable opportunity to remedy, Customer shall be reimbursed costs.

7.3 Software Warranties.

JusticeTrax warrants for a period of one year after the Onboarding Period, the On-Site Application Software and SaaS Services hereunder shall be free from significant software errors and when used in accordance with this Agreement shall operate and conform to the prevailing Documentation and all supplemental information provided by JusticeTrax.

JusticeTrax warrants that any licensed software provided to the Customer by JusticeTrax will, when provided to the Customer by JusticeTrax, be free from intentional viruses, disabling code or other intentional programming defects.

7.4 Warranty Limitations. The warranties in sub-sections 7.2 and 7.3 shall be contingent upon the existence of all the following conditions: (i) the Product is implemented and used by the Customer in accordance with the Documentation; (ii) the Customer notifies JusticeTrax of any warranty defect as promptly as reasonably possible after becoming aware of such defect; (iii) the Customer has properly used all Major and Minor Enhancement Releases made available with respect to the Product, and any updates recommended by JusticeTrax with respect to any third-party software products that affect the performance of the Product; (iv) the Customer has properly maintained all associated equipment and software, as applicable, and provided the environmental conditions in accordance with written specifications provided by the applicable manufacturer of such equipment and software; (v) the Customer has not introduced other equipment or software that causes an adverse impact on the Product; (vi) the Customer has paid all amounts due hereunder and is not in default of any provision of this Agreement; (vii) any legacy software with respect to which the

Product is to operate contains clearly defined interfaces and correct integration code, and (viii) the Customer has made no changes (nor permitted any changes to be made other than by or with the express approval of JusticeTrax) to the Product except as may be permitted herein.

- 7.5 WARRANTIES. THE PRODUCT IS NOT INTENDED TO BE A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF AUTHORIZED USERS. THE PRODUCT DOES NOT PROVIDE LEGAL ADVICE. JUSTICETRIX ASSUMES NO RESPONSIBILITY OR RISK FOR THE CUSTOMER'S MISUSE OF THE PRODUCT

8. Indemnities

- 8.1 JusticeTrax Indemnity for IP Breach. Subject to Sections 8.3 and 8.4, in the event of a claim that Customer's authorized use of the Application Software infringes upon any copyright, patent, or other intellectual property right of any third party under the laws of Canada or the United States, JusticeTrax agrees that it will defend and indemnify the Customer from and against all damages and costs awarded in a final judgment (from which no further appeal is taken or possible) against Customer in such proceeding or amounts agreed by JusticeTrax in a settlement with the third party claimant, provided that:

- a. the Customer promptly notifies JusticeTrax in writing upon receiving notice of a claim, and in no event later than 10days;
- b. JusticeTrax has sole control of the defense and all related settlement negotiations; and
- c. the Customer provides JusticeTrax with the assistance, information, and authority necessary to perform JusticeTrax's obligations under this section.

- 8.2 Subject to Sections 8.3 and 8.4 but without limiting JusticeTrax's obligations under Section 8.1, in the event of a claim that the Customer's authorized use of the Application Software infringes upon any copyright, patent, or other intellectual property right of any third party under the laws of the United States or Canada, and such claim is sustained in a final judgment from which no further appeal is taken or possible, and such final judgment includes an injunction prohibiting the Customer from continued use of the Application Software or portions thereof, then JusticeTrax shall, at its option and expense, either:

- a. procure for the Customer the right to continue the use of the Application Software; or
- b. replace or modify the Application Software to make its use non-infringing, or
- c. direct the Customer to cease use of the Application Software or of the specific portion(s) thereof that resulted in the final judgment.

- 8.3 If JusticeTrax directs the Customer to cease use of the Application Software or of specific portion(s) thereof, then the Customer may terminate the Service for that portion of the Application Software which JusticeTrax directed the Customer to cease use and JusticeTrax shall pay the Customer (and/or credit against any amounts owed, or becoming owed, to JusticeTrax by the Customer) the amount of the Fees paid in the previous twelve (12) months.

- 8.4 Notwithstanding Sections 8.1 and 8.2, JusticeTrax shall have no obligation for any claim based upon:

- a. the Customer's use of Application Software other than a current, unaltered release of the Application Software, if such infringement would have been avoided by the use of a current, unaltered release of the Application Software; or
 - b. the combination, operation, or use of any Application Software furnished hereunder with non-JusticeTrax programs or data, if such infringement would have been avoided by the combination, operation, or use of the Application Software with other programs or data.
 - c. Third Party Components, which are warranted solely by the individual Third Party Supplier.
- 8.5 This Section 8 states the entire obligation of JusticeTrax with respect to any claim that the Product infringe upon any copyright, patent, or other intellectual property right of any third party and represents Customer's sole remedy in respect of any claim covered by this Section 8.
- 8.6 Customer Indemnity for IP Breach. Customer will defend, indemnify, and hold harmless JusticeTrax, and each of their officers, directors, managers, shareholders, members, and employees from and against all damages and costs awarded in a final judgment in connection with:
- I. any third party claim arising from or relating to:
 - i. any allegation that any data, product specifications, information, or materials provided by Customer hereunder, including, without limitation, the Customer Data and Third Party Applications, when used in connection with the Product or any customization or configuration made to the Product proposed by or provided by Customer under a statement of work that:
 - a. infringes or misappropriates any Intellectual Property Rights of a third party, or
 - b. violates any applicable laws;
 - ii. the actual violation of applicable laws by Customer, any Authorized User, or any Affiliate, employee, agent, or independent contractor of Customer; or
 - iii. Customer's breach of this Agreement, provided, however, that the foregoing obligations shall be subject to Contractor promptly notifying Customer in writing upon receiving notice of the claim, and in no event, later than 7 days,
 - a. providing Customer with reasonable cooperation in the defence of the claim and
 - b. providing Customer with sole control over the defense and negotiations for a settlement or compromise; provided, however, that Customer shall not enter into any such settlement without JusticeTrax's prior written consent, which consent will not be unreasonably withheld, and that JusticeTrax shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing;
 - II. Disabling a connection to a Third Party Application at Customer's request;
 - III. Customer's actions or failure to act, resulting in any third-party claim for personal injury or death, damage to personal property or reputation, environmental damage, interference with contract or employment, or violation of privacy.

9. Limitation of Liabilities

- 9.1 LIABILITY EXCLUSION. JUSTICETRAX SHALL USE COMMERCIALY REASONABLE EFFORTS TO ENSURE THIRD PARTY COMPONENTS COMPLY WITH THIS AGREEMENT AND TO CURE ANY BREACH RESULTING FROM THE THIRD PARTY COMPONENTS, AND THE LIMITATION OF LIABILITY SHALL NOT EXTEND TO JUSTICETRAX'S FAILURE TO USE SUCH EFFORTS.
- 9.2 EXCEPTION FOR IP BREACH. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATION UNDER SECTION 8 OF THIS AGREEMENT, BREACH OF THE LICENSES GRANTED OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. Termination

- 10.1 This Agreement may be terminated at any time by mutual consent of the Parties, or by either party upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.
- 10.2 If JusticeTrax should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Customer may terminate this Agreement.
- 10.3 If JusticeTrax reasonably determines that Customer's use of the Product either: (i) fails to comply with the Restrictions on Use defined in the Software Licensing Terms (Exhibit A), Section 6; (ii) poses a security risk to the Product or any third party, (iii) creates or is likely to create an adverse impact on JusticeTrax's systems, the Product, or the systems or content of any other subscriber; or (iv) subjects JusticeTrax or its Affiliates to possible liability, then JusticeTrax may immediately upon notice temporarily suspend Customer's and any Authorized User's right to access any portion of the Product, pending remedial action by Customer, or after a period of 30 days, terminate the Agreement.
- 10.4 The Customer's failure or inability to pay Fees as they become due shall be considered a breach of a material term under this Agreement. JusticeTrax shall have the right to terminate this Agreement upon thirty (30) days written notice should the Customer fail to or is unable to pay any amount due hereunder.
- 10.5 Effect of Termination. Upon termination of this Agreement, JusticeTrax shall immediately cease all activities under this Agreement, except as provided for under Section 11, Transition Assistance. In the event of any termination or expiration of this Agreement:
- i. Customer will pay all JusticeTrax invoices for the Product and Services that were provided up to the termination date. In the event of termination pursuant to Subsection 10.1, JusticeTrax shall be compensated on a percentage basis for work in progress, but not completed as of the date of termination. The termination date is the later of (a) the date when JusticeTrax

receives a written termination notice from the Customer or (b) the date on which the Customer stops using the Product;

- ii. All rights and licenses granted hereunder to Customer and its Authorized Users will immediately cease, including, but not limited to, all use of the Product;
- iii. JusticeTrax will provide records to Customer in accordance with its transition assistance services ("Transition Assistance") as set forth in Section 11; and

10.6 The Parties will, upon written request of the other Party, either returning to the requesting Party or destroy any Confidential Information of requesting Party that are in other Parties possession or control.

11. Transition Assistance

11.1 Upon termination of the Agreement for any reason, and subject to Fees due being paid in full, JusticeTrax will return Customer's data in a CSV or other mutually agreed upon format for each record ("Record") and provide them to the Customer for download. Records can be uploaded to Customer's new system by the Customer or its new vendor. The Transition Assistance outlined in this sub-section is included in the Fees charged to Customer for the Product. Fees are due and payable up to the Cutoff Date.

11.2 As an optional Transition Assistance, JusticeTrax shall provide, at an additional fee, the database and install the licensed Application Software, along with the accompanying license and license agreement.

11.3 As an optional Transition Assistance, JusticeTrax shall provide, at an additional fee, the database and other managed services, as mutually agreed upon.

11.4 Notwithstanding the foregoing, JusticeTrax reserves the right to retain Customer Data on audit logs and server system logs and in support tickets, support requests, and direct communications with JusticeTrax.

12. Survival

12.1 All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in applicable Exhibits listed in Section 2.3, Section 6 ("Confidentiality"), Section 8 ("Indemnities"), Section 9 ("Limitation of Liabilities") Section 10 ("Termination"), Section 11 ("Transition Assistance"), Section 12 ("Survival"), and Section 14 ("Dispute Resolution").

13. Insurance

13.1 JusticeTrax shall secure and maintain the following insurance throughout the term of this Agreement:

1. Commercial General Liability in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 aggregate.
2. Non Owned Automobile Liability insurance coverage for all hired vehicles with a minimum combined single limit of \$1,000,000.
3. Workers Compensation insurance that meets the statutory obligations.
4. Technology Errors & Omissions insurance including coverage for Network Security, Data Breach and Privacy ("cyber") Liability for the duration of this agreement. The insurance policy provides coverage in the amount of \$1,000,000 and a \$100,000 sublimit for privacy remediation (event management costs). The limit is an annual aggregate. The policy is written on a Claims-Made basis, the policy will remain in continuous effect for at least 3 years after the service is provided or includes a 3-year extended reporting period.

14. Assignment

This Agreement shall be binding upon the successors and assigns of both Parties, provided, however, that no assignment, delegation, or other transfer (except to a third party acquiring all or substantially all of JusticeTrax's assets or by merger of JusticeTrax with a third party) shall be made by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld.

15. Severability

Any provision of this Agreement or part thereof found to be illegal or unenforceable shall be deemed severed and the balance of this Agreement shall remain in full force and effect.

16. Waiver

The failure of a party to enforce a provision, exercise a right, or pursue a default of this Agreement shall not be considered a waiver. The express waiver of a provision is to be effective only in the specific instance, and as to the specific purpose, for which it was given. Unless stated otherwise, all remedies provided for in this Agreement are to be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity or otherwise.

17. Headings

The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.

18. Entire Agreement

This Agreement shall supersede all previous communications, negotiations, and other agreements whether written or oral in relation thereto, unless the same are expressly incorporated into this Agreement by reference either at the time of execution, or subsequently, as a result of a Change Order (as per Exhibit D.7), or amendment.

19. Counterparts

This Agreement may be executed in counterparts and delivered to each of the Parties by facsimile or electronic mail. Electronic, facsimile, or photocopy signatures are deemed as legally enforceable as the original. Each such counterpart is deemed an original instrument, but all such counterparts taken together constitute one and the same agreement. The Parties stipulate that a photocopy of an executed original will be admissible in evidence for all purposes in any proceeding as between the Parties.

20. Notices

Any formal notice or communication given or required to be given under this Agreement, (other than routine operational communications) shall be in writing and will be served either in person or by registered mail, certified mail, or courier services that provide proof of delivery and package tracking capability, in each case with postage or shipping fees prepaid, to the other party at the address stated below or at the latest changed address given by the party to be notified as hereinafter specified. Notices will be considered effective on the day of actual delivery. Alternatively, written notices sent by electronic mail to the other party and then acknowledged back by electronic mail by the other party shall be deemed to have been given when the acknowledgment of receipt is received by the sender.

To Customer:

To JusticeTrax:

Jackson Police Department
327 East Pascagoula Street
Jackson, MS 39201
jgardner@city.jackson.ms.us

JusticeTrax, Inc.
Attn: Simon Key
1 N MacDonald
Suite 500
Mesa AZ 85201
Simon.Key@justicetrax.com

21. Force Majeure

This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as defined herein. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force Majeure under this Section shall only apply to the extent that performance is rendered not possible by either party or its agents. Should either party be unable to perform this Agreement as the result of a Force Majeure event, such party shall give notice to the other party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

22. Choice of Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Mississippi.

23. UN Exclusion

Pursuant to Article 6 of the United Nations convention on contracts for the International Sale of Goods ("UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.

24. No Third Party Beneficiaries

Customer and JusticeTrax are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed as of the day and year first above written.

City of Jackson, MS

JusticeTrax, Inc.

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of Jackson, MS

Name: _____

Title: _____

Date: _____

Exhibit A: License Terms

1. Compliance

The Customer will be responsible to JusticeTrax for compliance with the restrictions on use and other terms and conditions of this Agreement by Customer and all of its Authorized Users.

2. License for Use (SaaS Services)

Subject to the terms and conditions of this License Agreement and the payment of the applicable license fee, JusticeTrax hereby grants to Customer, for use by its Authorized Users, a non-exclusive, non-transferable, non-sublicensable license to access the SaaS Services (as described in Annex A). The SaaS Services shall be accessible through a designated secure internet platform during the Term of this Agreement solely for the Customer's use in conjunction with Customer operations (and not for resale, access by third-parties, or for other commercial purposes). Apart from the rights enumerated in this Agreement, the SaaS Services do not include a grant to the Customer of any right to use, nor any ownership right, title, or other interest, in or relating to SaaS Services, nor in any copy of any part of the SaaS Services.

3. License for Use (On-Site Application Software) (IF APPLICABLE)

Subject to the terms and conditions of this License Agreement and payment of the applicable license fee, JusticeTrax hereby grants to the Customer, for use by its Authorized User, a non-exclusive license to use the On-Site Application Software solely for the Customer's use in conjunction with Customer operations. Apart from the rights enumerated in this License Agreement, the License does not include a grant to the Customer, of any right to use, nor any ownership right, title or other interest, in or relating to the On-Site Application Software, nor in any copy of any part of the On-Site Application Software.

4. Copies of Documentation

JusticeTrax will provide Customer with access to the Documentation, as may be updated from time to time. The Customer may use the Documentation solely in connection with the use of Product, and may reproduce the Documentation, provided that each copy thereby produced shall be marked with JusticeTrax's proprietary markings as delivered to the Customer. The Customer shall not use, print, copy, translate or display the Documentation in whole or part for any reason other than those expressly authorized in this License Agreement.

5. Title

As between JusticeTrax and Customer, JusticeTrax retains title to and ownership of the SaaS Services, On-Site Application Software, and Documentation, including Source Code, and all Intellectual Property Rights relating thereto (collectively, "JusticeTrax Intellectual Property"). JusticeTrax's licensors retain title to and ownership of the Third-Party Data and the Third-Party Components, including all copyrights and other Intellectual Property relating thereto. Customer will have no rights with respect to SaaS Services, On-Site Application Software, and Documentation, including Source Code, the Third-Party Data or the Third-Party Components, other than those expressly granted under this Agreement. Any suggestions for changes or improvements to the Product that Customer provides to JusticeTrax, whether solicited by JusticeTrax or not, shall be owned by JusticeTrax, and Customer hereby irrevocably assigns, and shall assign, to JusticeTrax all rights, title, and interest in and to such suggestions. JusticeTrax shall have no obligation to incorporate such suggestion into its products or Services.

6. Restrictions on Use

The Customer and its Authorized Users will not (and will not knowingly permit any third party to): (i) share the Customer's or any Authorized User's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the Product or any files contained in or generated by the Product; (iii) copy, modify, adapt, translate, or make derivative works of the Product, Third Party Data, or Third Party-Supplied Components, or otherwise make any use, resell, distribute or sublicense the Product, Third Party Data or Third Party-Supplied Components other than in connection with this Agreement; (iv) make the SaaS Service available on a "service bureau" basis or knowingly allow any unauthorized users to use the SaaS Service; (v) remove or modify any proprietary marking or restrictive legends placed on the Product, Third Party Data, or Third Party-Supplied Components; (vi) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list for use in an implementation that is not connected to the services; (vii) introduce into the Product any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (viii) hide or obscure any Authorized User's location with malicious intent or purpose; (ix) permit access or use of the Product for any activities other than to enhance the Customer's own services, where reliance solely on or failure to use the Product could lead to death, personal injury, or property damage. The Customer and its Authorized Users will not access the Product if in direct competition with JusticeTrax and will not allow access to the Product by any party who is in direct competition with JusticeTrax, except with JusticeTrax's prior written consent.

7. Third Party Applications

- 7.1 If Customer installs or enables a Third-Party Application for use with the Product, Customer grants JusticeTrax permission to access Customer Data stored on that Third Party Application as required for the interoperation of that Third Party Application with the Product. In no event will JusticeTrax be responsible for any Third-Party Application, or any failure of a Third-Party Application to properly interoperate with the Product. If JusticeTrax receives information that a Third-Party Application may violate any applicable laws or third-party rights, Customer will, promptly upon receiving notice of the foregoing from JusticeTrax, disable any connection between such Third-Party Application and the Product to resolve the potential violation (and if Customer fails to promptly disable such connection, JusticeTrax shall have the right to do so).

8. Third Party Components

- 8.1 Usage of Third-Party Components. Where there are any inconsistencies or conflict between the terms and conditions of Third-Party Components and the terms of this Agreement, such additional terms shall govern the Customer's use of the applicable Third-Party Component. JusticeTrax-supplied Third Party Component license(s) are restricted for use solely with JusticeTrax Application Software.
- 8.2 Disclaimer Regarding Third-Party Components. JUSTICETRAX, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD-PARTY COMPONENTS, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD-PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

9. Third-Party Data

Customer shall access and use the Third-Party Data in accordance with the terms and conditions of the agreement between the Customer and the provider of such Third-Party Data. JUSTICETRAX, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD-PARTY DATA, NOR THE PROVIDERS OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD-PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

10. Customer Data

As between JusticeTrax and Customer, Customer owns and shall retain all rights, title, and interest, including, without limitation, all Intellectual Property Rights, in and to Customer Data. Customer shall have the sole responsibility for the accuracy, quality, and legality of the Customer Data, including obtaining all rights and consents necessary to share the Customer Data with JusticeTrax as set forth in this Agreement. JusticeTrax shall not access Customer user accounts or Customer Data except: (i)

in the course of data center operations, (ii) in response to services or technical issues, (iii) as required by the express terms of this Agreement, or (iv) at Customer's written request. JusticeTrax shall not collect, access, or use user-specific Customer information except as strictly necessary to provide the Product to the Customer. Notwithstanding anything to the contrary contained herein, Customer hereby grants to JusticeTrax an irrevocable, worldwide, royalty free, non-exclusive license to use the Customer Data to: (a) provide the Product to Customer and other JusticeTrax subscribers; (b) analyze the Customer Data in anonymized and/or aggregate form in order to operate, maintain, manage, and improve the Product, create new products and services; and (c) for JusticeTrax's internal purposes to improve the Product.

11. Software Enhancements and Optional Modules

JusticeTrax shall supply the following, subject to the Customer's payment of applicable fees, and subject to and in accordance with the license rights, restrictions, terms, covenants, conditions, warranties, limitations, exclusions, and other provisions set forth in the Agreement:

- a. Major Enhancement Release(s) and/or Minor Enhancement Release(s) if any, to the Customer at no additional charge.
 - i. In the event of a Major Enhancement Release, JusticeTrax will deploy such upgrades to the Customer's systems, as scheduled in advance, with appropriate notification to the Customer. Customer shall have 60 days to test the Major Enhancement Release, after which, it becomes part of the System.
 - ii. In the event of a Minor Enhancement Release, JusticeTrax will deploy such updates to the Customer's system, as scheduled in advance, with appropriate notification to the Customer. With the goal of keeping such environments reasonably current, the Customer shall have 5 days to test the update, after which, the update shall become part of the System.
- b. Interface modules that are developed by JusticeTrax for interfacing the Product to other software products; provided, that such modules are specifically included in the Agreement.
- c. Changes to SaaS Services. JusticeTrax software operates on a variety of common web browser types. JusticeTrax reserves the right to provide the SaaS Services using only JusticeTrax Certified Browsers.

12. Disclaimer on Use

THE AUTOMATIC VEHICLE ROUTING RECOMMENDATION COMPONENT ("AVRR COMPONENT"), IF LICENSED UNDER THIS AGREEMENT, IS INTENDED FOR USE AS ONE FACTOR IN DETERMINING THE BEST VEHICLE ROUTING FOR THE CUSTOMER BUT IS NOT INTENDED TO BE USED AS THE SOLE SOURCE FOR DETERMINING ROUTING, NOR WHICH VEHICLES TO DEPLOY TO ADDRESS ANY EMERGENCY SITUATION. THE AVRR COMPONENT IS HEAVILY DEPENDENT ON THE QUALITY OF THE SOURCE MAPPING INFORMATION INPUTTED BY OR ON BEHALF OF CUSTOMER AND JUSTICETRAX WILL HAVE

NO RESPONSIBILITY OR LIABILITY FOR ANY ROUTING ERRORS AND/OR DELAYS, NOR ANY RESULTANT DAMAGE OR LOSS ARISING AS A RESULT OF THE MAPPING DATA OR FOR ANY DAMAGES OR LOSS CAUSED BY ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON THE AVRR COMPONENT.

Exhibit B: Annual Subscription Support Terms

1. Site Access

When requested by JusticeTrax, the Customer is obliged to provide access to its premises, staff, and authorities, provided JusticeTrax staff meet the security requirements noted in Section 4 of the Head Agreement.

2. Product Support

PURPOSE \ SCOPE

This document represents the Service Level Agreement (SLA) between JusticeTrax, Inc. and its Customers for the provisioning of software and IT services required to support and sustain JusticeTrax products and services.

The purpose of this SLA is to ensure that the proper elements and commitments are in place to provide consistent customer service support and delivery to the Customer(s) under their current SMA.

The objectives of this SLA are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.
- Clearly delineate the different services provided by JusticeTrax under a subscription-based contract compared to a maintenance agreement.

This SLA remains valid unless superseded by a customer contract or agreement mutually endorsed by both JusticeTrax and the customer.

Standard Maintenance Agreement

All Customers that have access to JusticeTrax continued support and maintenance are under the Standard Maintenance Agreement (SMA). Portions of this agreement, executed between JusticeTrax and all our Customers, are mentioned in this document and the template agreement is provided here for your reference. Each customer should refer to their specific Agreement, as it may have been modified to meet your specific contract requirements.

Your specific SMA may have been modified during the course of contract negotiations. Please refer to your executed agreement if you believe it differs from the standard agreement provided here.

Product Implementation Support

Certain contracted support and maintenance services are provided prior to the SMA taking effect. These services are typically provided during product implementation. Product implementation projects will be documented in Basecamp, including the status of all deliverables and services. Contract closing will also be documented in Basecamp. Where services differ under a subscription or maintenance plan, subscription services are denoted with "Subscription", while maintenance plan services are denoted with "Maintenance". If services are not labeled in this manner, then they are provided under both plans.

Server Configuration and Installation

Subscription: JusticeTrax will provide a hosted environment, including the installation of all purchased products, and performance based on Exhibit E of the originally executed contract. JusticeTrax will also aid in installing any client based JusticeTrax software on the Customer's computers as necessary.

Maintenance: JusticeTrax will provide server configuration and set-up assistance to all customers to provide for the proper installation of JusticeTrax products. After installation, server or hardware assistance will be provided per the SMA.

Administrative and End User Training

All Administrative, End User and Report Training will be provided as contracted. When contracted training time has been exhausted, a quote will be provided for any additional customer requested training and carried out upon agreement of the quote.

Configuration Services

All Configuration Service hours will be provided as contracted. Configuration Service hours can include design, configuration, and reporting services for any of the purchased applications. Use of hours, as well as documentation of remaining hours at any given time in the project, will be tracked in the Basecamp project.

Crystal Reports and SSRS Reports

Crystal Report Templates will be provided as contracted, either as a line item or through Configuration Services. Once a Crystal Report Template has been designed per customer specifications and provided to the customer, the report will be considered "delivered." It is expected that the customer will test the report to confirm functionality and verify that specifications are met. Once the report is tested and verified, the customer will accept the report and document such in the Basecamp project. If no response is received from the customer within two weeks of the report, it will be considered "accepted" by default.

Any requests for changes, modifications, or re-design of an "accepted" report due to a customer modification will be performed only upon the reallocation of resources from another line item on the contract, or upon the issuance of a PO for additional report development time.

Customer Standard Support for LIVE Product

After a Product is deemed Configured For Use in a Customer's environment, their support is transitioned to JusticeTrax Standard Support. All support that is provided at that point is per the SMA. The areas of support that are included in the SMA follow:

Business Hours of Support

Customer Care's regular business hours are 8 am to 5 pm, Arizona time. Please note that Arizona does not observe daylight savings time.

JusticeTrax is closed on the following U.S. holidays: New Year's Day, Fourth of July, Thanksgiving Day and Christmas Day (or nearest weekday, if the holiday falls on a weekend).

Maintenance: An application request or requirement for assistance by JusticeTrax Support outside of these published business hours will only be fulfilled once a request has been reviewed and if necessary, a quote for estimated assistance time is produced and agreed upon by JusticeTrax and the Customer.

Subscription: An environment service request outside of these published business hours will be handled and governed by Exhibit E of the original contract.

An application request or requirement for assistance by JusticeTrax Support outside of these published business hours for a subscription customer will only be fulfilled once a request has been reviewed and if necessary, a quote for estimated assistance time is produced and agreed upon by JusticeTrax and the Customer.

Zendesk

Requests for assistance or inquiries are made to the JusticeTrax Customer Service department through the Zendesk Help Center Portal or support email address, support@justicetrax.zendesk.com. Per the JusticeTrax SMA, for consistency and responsibility, only authorized system administrators or back-ups (as defined by individuals with Zendesk accounts) should be contacting JusticeTrax for support

assistance. Customers are asked to inform JusticeTrax if there are additional individuals that need to be provided Zendesk accounts and are authorized to submit such requests on behalf of your laboratory or agency.

Each issue logged by JusticeTrax Customer Care receives a unique identifier called a "Zendesk Issue Tracking Number", or "ZD Number." This number should be used in all correspondence to JusticeTrax Customer Care regarding an open issue. Emails are automatically sent to the Customer when JusticeTrax representatives add comments to Zendesk tickets. The Customer may respond directly to the email, which will then be automatically added as a comment to the same ticket. This process will carry through until the resolution of the ticket

Telephone Support

Requests for assistance or inquiries can also be made by telephone at 800-288-5467 opt. 4 during business hours. A message can be left for Customer Care staff outside of business hours or when all staff is busy.

Per the JusticeTrax SMA, for consistency and responsibility, only authorized system administrators or back-ups (as defined by individuals with Zendesk accounts) should be contacting JusticeTrax for support assistance. Customers are asked to inform JusticeTrax if there are additional individuals that need to be provided Zendesk accounts and are authorized to submit such requests on behalf of your laboratory or agency.

Crystal or SSRS Reporting

Crystal Reports and SSRS Reporting are an intricate part of most of the JusticeTrax products. We encourage Customers and Agencies to obtain training and gain knowledge in these products to be able to utilize as much of the reporting power that they can from their product databases.

Support for issues that involve Crystal Reports or SSRS will be provided with the following guidelines:

- Modifications of a report, originally delivered under contract with JusticeTrax, due to improper report functionality because of a recent change to product code or other JT product/software modifications.
- General functionality questions and explanations of how to achieve a particular goal using a Crystal Report template.
- Short consultations (less than a half hour of time) on Customer created reports may be provided but at a lower priority.

Server or Database

Maintenance: Customers are ultimately responsible for the maintenance and upkeep of their server hardware, databases and backups. JusticeTrax can and will provide guidance or support for certain aspects of server hardware, and to a greater degree, the JusticeTrax product databases for two Customer environments- one containing production data and one used for testing new versions and configurations, however they are named. Any requested JusticeTrax assistance will require the involvement of

Customer IT staff or equivalent. Final responsibility for all environmental changes is that of the Customer representative.

Subscription: JusticeTrax is responsible for the maintenance and upkeep of the Customer's server environment, databases and backups according to Exhibit E.

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Service Outside the Scope of Standard Maintenance

The Standard Maintenance Agreement (SMA) includes assistance centered around the support of JusticeTrax products as well as the limited services stated above. For customers that are in good standing with their SMA, quotes can be supplied for any of the individual tasks listed below or other custom support as needed. Please note that some of these services may be performed and executed under contract during the implementation of a JusticeTrax product and would not be considered outside the scope of the SLA. Instead, they would be governed by the **Product Implementation Support** section of this document.

Crystal or SSRS Reporting

- The creation of a new report by JusticeTrax based on customer requirements.
- Updates or edits to the following types of reports*:
 - o Any report NOT originally delivered by JusticeTrax where the report was originally designed, created, and configured by the customer.
 - o Any report that was functional and is now not functioning correctly due to customer changes to application, database, or environment.
 - o Any report that requires the development of custom tools such as stored procedures, triggers, user defined formulas, Word macros or Visual Basic code modifications.

*NOTE- assistance may be provided for these types of reports under the previously mentioned short consultations.

Server or Database Support for Maintenance Customers

- The configuration and development of custom stored procedures or triggers to maintain a functional JusticeTrax product due to changes in the customer's environment.
- The monitoring or resolution of poor database backups, filled log files or assistance when exceeding Customer database data storage capabilities.
- Remote or onsite assistance in moving of application or database instances to a new server due to changes in customer IT environment(s) or requirements.

- Upgrade of server software or operating systems due to changes in customer IT environment(s) or requirements.
- The development of custom scripts, stored procedures or triggers.
- The movement of database instances to a new server

Notification of Need for Service Outside the SMA

After logging of an issue or request for assistance by Customer Care in our Zendesk Issue Tracking System, the issue will follow normal issue resolution processes until it is determined that one of the above conditions is required to resolve the issue.

When necessary, the customer will be notified that the issue's resolution will require services outside the scope of the SMA. An estimate of time and costs will be supplied as a quote for additional services. Quotes will include a per hourly charge and will include travel expenses, if necessary.

The Customer will need to provide a confirmation for the services and when necessary, a purchase order before the work will proceed.

If the customer does not approve the required work, the issue/ticket will be closed, and a note attached that the issue was not covered under standard maintenance.

Purchase of Bulk Support Hours

Customer Care recognizes there are times when Customers do not have adequate resources to perform services which are outside of JusticeTrax's supported service – defined in the **Service Outside the Scope of Standard Maintenance** section of this document – and that acquiring purchase orders on an as needed basis can become difficult. In order assist customers in meeting these challenges, we provide the opportunity for the purchase of Bulk Support Hours.

These service hours can be optioned in each year as an addition to maintenance or subscription fees and renewed annually as needed. We offer increments of 10, 20, 50 or 100 hours specifically to be drawn upon for services such as Crystal Report Configurations, Crystal Report Edits, SSRS Reporting, Server Moves, Configuration Assistance, New and Repeat training and other out of scope services.

A Zendesk ticket should be submitted for each request as outlined in **Notification of Need for Service Outside the SMA**. All out of scope tasks are subject to the approval of the Customer Care Manager and availability of resources. Also, prior to decrements being made to Bulk Support Hours, Customer Care will require approval from the organization's designee (LIMS Admin, Lab Director, etc.)

All Bulk Support Hours are required to be used within a year of purchase. After this time, they are considered expired, and a new purchase is required for future Bulk Support Hours.

Customer Support Issue Escalation Policy

Customer Support Response Time and Escalation Guidelines

The JusticeTrax Support Escalation Policy ensures our Customers' issues are handled by knowledgeable JusticeTrax staff within the most reasonable timeframe. Issues are escalated through a process that includes our Customer Care staff, Developers and Management Team. This escalation policy governs both Subscription and Maintenance customers.

Submission Process

Issues are submitted or reported to JusticeTrax using the Zendesk Issue Tracking System, email or direct phone calls to a Customer Care representative.

Issues received via JusticeTrax email or phone are logged into Zendesk and responded to via Zendesk or phone communication.

JusticeTrax Customer Care uses the following issue **STATUS** to categorize reported issues:

Open - The issue is open and being worked by JusticeTrax Staff.

On Hold - The issue is submitted for resolution to JusticeTrax Development or database administrator. The ticket is still active pending the completion by Development or DBA.

Pending - JusticeTrax is waiting on a response for additional information from the Customer/Requestor or a resolution has been provided and waiting for their approval.

Solved - Upon customer approval or agreement, the issue has been marked solved and will be closed. A resolution notice and message are sent to the customer when tickets have been set to solved.

JusticeTrax Customer Care uses the following issue **PRIORITIES** to categorize the current criticality of an issue:

1. Urgent - Customer's JusticeTrax product/system is down or normal workflow is being prevented. A workaround cannot be offered or is unsuitable.

2. High - Normal workflow is being affected, but a workaround is available. The issue is planned to be fixed in the current product in the next release.

3. Normal - Unwanted or unexpected behavior is being observed in the product but does not affect normal customer wide workflows. Issue will need attention or review at the next available Development cycle or version number of the product.

4. Low - An enhancement request for other non-immediate need or general question that only required an answer/response.

Issue Response Times and Escalation

JusticeTrax strives to move all issues to a "solved" status as quickly as possible.

Customers may request an escalation by contacting JusticeTrax.

All issues/tickets will be evaluated by a Customer Care Representative and given an initial Priority, as defined above, as soon as feasible.

All issues/tickets will move through different levels of response when necessary. Levels are defined below along with their escalation timeline. All time references are normal business hours except for Urgent tickets. Urgent tickets that are received outside of normal business hours will be addressed as soon as possible once resources can be addressed. They will not be held until business hours for review.

Level 1: The new issue is received by JusticeTrax and appropriate Staff attempts to resolve the issue to the satisfaction of the customer. In Zendesk, this would be an issue OPEN and assigned to a JusticeTrax Representative. A Level 1 issue will be escalated to Level 2 based on its priority.

Escalation to Level 2

Urgent - within 1 hour

High - within 4 hours

Normal - within 24 hours

Low - 48 hours

Level 2: The issue is escalated to another JusticeTrax staff member with issue specific knowledge for research and/or resolution. In Zendesk, this would be an issue OPEN and assigned to the new staff member. A Level 2 issue will be escalated to Level 3 based on its priority.

Escalation to Level 3

Urgent - within 2 hours

High - within 8 hours

Normal - within 24 hours

Low - Only after further review by Product Manager

Level 3: The issue is escalated to the Development team or a DBA for resolution. The initial JusticeTrax staff member will continue to communicate with the customer throughout the issue resolution process. In Zendesk, this would be an On Hold issue. A Level 3 issue will be escalated to Level 4 based on its priority.

Escalation to Level 4

Urgent - within 6 hours

High - within 16 hours

Normal - only after further review by JusticeTrax Management Team

Low - only after further review by JusticeTrax Management Team

Level 4: The issue has been escalated to the JusticeTrax Management Team for review. The possible outcomes of a Level 4 review include but are not limited to: the issue of a software patch, the confirmation of matter being placed on current development cycle or an agreed negotiated course for issue resolution between the Customer and Senior JusticeTrax Management. In Zendesk, this would be an On Hold issue.

Issue and Ticket Resolution

The goal of the Issue Escalation Policy is to move each issue to a status of "solved" as quickly as possible. This means that we have offered a resolution and are awaiting confirmation that the issue is resolved. Issues are considered resolved and closed only when the customer is in agreement with the resolution or when no further follow up from the customer is received.

As the initial receiver of all tickets and issues, our customer representatives will be responsible for updating customers on the status of their issue. In some instances, staff cannot obtain confirmation of a resolution. While we will make every effort to ensure you have received a workable solution, there are instances where we will mark an issue as solved without your direct confirmation.

If a representative has made effort to receive written confirmation from a contact that an issue is resolved but to no avail, then the issue's status will be marked as "Solved". Tickets that remain "Solved" after 30 days will automatically be marked "Closed" in the Zendesk application. The issue will be reopened upon request from the contact prior to the 30-day wait period, or a new ticket will be created if the original ticket has already reached the "Closed" status.

Satisfaction Surveys

Customer Satisfaction is used by JusticeTrax to gauge the level of support we are providing as well as an understanding how our assistance is received by our customers.

With the resolution of each issue, an automated inquiry will be sent to the requestor confirming that the issue has been set to "Resolved". It will also include a quick and easy survey related to that specific issue. Customer feedback is important in allowing us to continually improve our processes. Please take a minute with each survey to let us know how we did by replying to the e-mail.

In addition to issue/ticket resolution surveys, JusticeTrax distributes Company Satisfaction Surveys each year to our customer agencies. The result of this more inclusive survey is used by JusticeTrax to re-deploy resources or obtain training in those areas necessary.

3. 7x24 Emergency Telephone Support

JusticeTrax will provide 7x24 Telephone Support that extends Support for problems identified as Critical Priority Error and High Priority Error to include all hours not already provided for within Regular Telephone Support. 7x24 Telephone Support allows the Customer's internal support staff that are technically capable and who first troubleshoot the problem, to authorize JusticeTrax to provide 7x24 Telephone Support. An additional agreement and costs will apply to this enhanced level of application support.

4. Third Party Applications

- 4.1 **Responsibilities for Planned Updates.** Customer shall provide JusticeTrax with prompt notice, and in no case fewer than forty-five (45) days' advance notice, of any update by the Third-Party Provider of a Third-Party Application. JusticeTrax shall undertake commercially reasonable efforts to patch or update the Product in order to integrate it with the updated Integrated Third-Party Application.
- 4.2 **Responsibilities for Planned Upgrades.** Customer shall provide JusticeTrax with prompt notice, and in no case fewer than ninety (90) days' advance notice, of any planned upgrade by the Third-Party Provider of a Third-Party Application. JusticeTrax shall evaluate the time and resources required to patch or update the Product in order to integrate it with the upgraded Third-Party Application. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price) on which JusticeTrax would develop a patch, update, or upgrade to integrate the Product with the Third-Party Application.

Exhibit C: Price and Payment Terms

1. Pricing and Payment

JusticeTrax shall be paid based on the Fees schedules in this Exhibit.

2. Fees Schedule for Onboarding Services

The total amount payable for Onboarding Services is **\$24,500.00**. Invoices for the below shall be issued on completion of each service. This amount shall be paid in full within thirty (30) Days after the invoice date.

Contracted Services

SERVICE	Quantity	Unit Cost	Subtotal
Hosted Platform Configuration	1	\$5,000.00	\$5,000.00
Configuration Services to include design, configuration, and reporting services as well as remote training sessions to supplement onsite training. Not to exceed 300 hours	50 hours	\$150.00	\$7,500.00
Remote Administrator Training/Configuration	40 hours	\$150.00	\$6,000.00
Remote End User Training Support / Train-the-Trainer	40 hours	\$150.00	\$6,000.00
			\$24,500.00

3. Subscription Fees

3.1 Initial Subscription Fees

Application / Service	Number of Subscribed Users	User Cost per Year	Subtotal Cost per Year
LIMS-plus v3 Subscription annual fee	5	\$2,200.00	\$11,000.00
Total Cost per Year			\$11,000.00

Total Services and subscription cost for initial year.	\$35,500.00
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3.2 Increases in the User Cost per Year (UCY) shall not exceed 5% per annual subscription. JusticeTrax shall notify Customer regarding any pricing increases at least sixty (60) days prior to the beginning of a Subscription Renewal Term.

4. Fees Schedule for SaaS Services

4.1 The subscription fee for the first full year of the Production Period shall be paid in full and in advance within thirty (30) days that the SaaS system is configured, and Customer access granted, which shall set the date of future annual renewals (the "Subscription Payment Date"). The annual subscription fee for subsequent years of Software as a Service (each a "Subscription Renewal Term") shall be paid in full and in advance on each annual Subscription Payment Date.

4.2 During the Production Period, the annual subscription fee for the Software as a Service shall be calculated as the number of users per application multiplied by their respective UCY as defined in Section 3.

5. Egress and Connectivity

5.1 The customer will provide access in a manner consistent with their security requirements.

6. Database / Disk Storage

6.1 Disk Storage (for multimedia attachments and logs) shall be made available for a total maximum of 1 terabyte.

Exhibit D: Onboarding Terms and Conditions

1. Documents

1.1 The Onboarding Terms and Conditions shall also include the following sections, where applicable:

- i. Documents
- ii. Statement of Work
- iii. Project Implementation Schedule
- iv. Interface Control / Tailored Work Document (ICTWD) - Not applicable
- v. Data Migration - Not Applicable
- vi. Enhancements Control Document (ECD) – Not applicable
- vii. Acceptance Testing
- viii. Training Course Outlines
- ix. Changes to Onboarding Projects

2. Statement of Work

JusticeTrax shall assign a competent project manager to this project during the Implementation Period to deliver the Contracted Services and Subscribed applications. The project manager shall be Jenna Oakes-Smith, with service delivery provided by Implementation Specialist Chris Patti, unless the parties mutually agree to change this individual, which consent shall not be unreasonably withheld. The project manager shall prepare work plans and schedules, keep all active parties aware, in writing, of progress, changes, issues, etc. and convene meetings when necessary and convenient for the parties to resolve issues and confirm achievements. Only JusticeTrax staff who are fully trained and qualified and who have met the JusticeTrax security standards shall be assigned to this project.

The Customer shall designate a project authority from their staff who shall have the experience, knowledge, and authority to make decisions with the JusticeTrax project manager and carry out those responsibilities attributed to the Customer and reflected in the Project Implementation Schedule (Exhibit D.2).

JusticeTrax will provide guidance and assistance in specifying the hardware and third-party software to be purchased by the Customer.

3. Project Implementation Schedule

JusticeTrax recognizes six (6) milestones in a project:

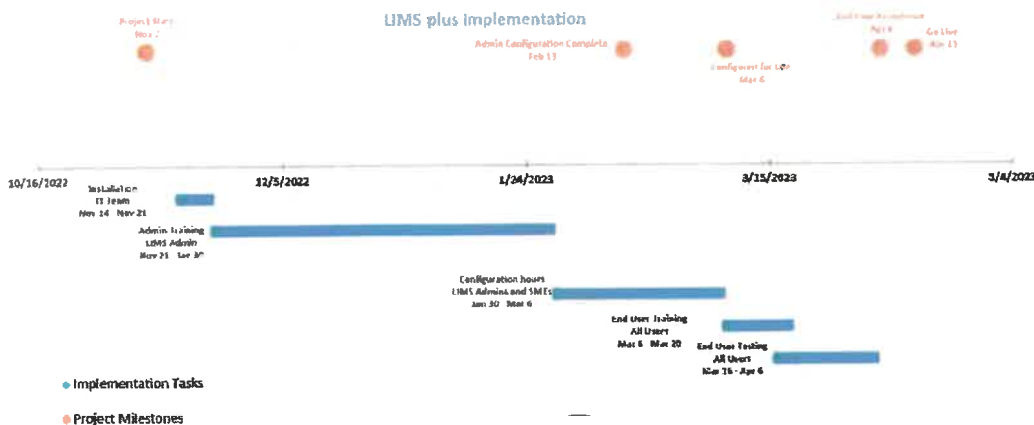
- Project Start: Once a kick off meeting has been held with the customer, the project is considered “in flight” and started.
- Administrative Configuration Complete: Administrative configuration covers the data points that are used to enter case and result data; this data is either included in the application by default or is added to the application for the customer either through script or the user interface. A complete administrative configuration means that the application contains all of the design and data needed for the customer to enter case work. This may include, but is not limited to, user

designed data entry screens, configured modules, populated picklists and formatted report templates.

- **Configured for Use:** This milestone means that initial acceptance testing by appropriate personnel (as defined in more detail in Section D.7) has been completed. The customer has deemed the application configured and useable for their analytical and casework needs. The customer can Go Live and put the application into use at any time.
- **End User Acceptance*:** End User acceptance training and testing ensures that all end users have been appropriately trained, either by internal customer trainers or by JusticeTrax Staff, and have been given the opportunity to test the application and become comfortable with its use. Issues that are identified in this process can be addressed either by the implementation team or under maintenance support.
- **Live*:** The customer is using their software in a production environment (however named) and the data that is being entered into the system will be used for official analytical/ evidentiary needs.
- **Project Close:** The onboarding of the customer is complete. All contract items have been delivered or reallocated as appropriate. All future work and support will be handled under subscription support and/ or future contracts.

*While project plans are created to include the End User Acceptance and Go Live milestones, these are not considered to be required under implementation projects. If delays in the project are generated due to limitations on customer resource availability, these milestones may be skipped as the JusticeTrax Implementation Specialist is reassigned. Once an application is configured for use and can be used by the customer, future support can, and would in the cases of a delayed project, be handled under the subscription agreement by the JusticeTrax helpdesk. If projects are delayed due to JusticeTrax resource availability, a new resource would be assigned, or a new project plan would be created to include these two milestones.

The project timeline for this work, including dates of the milestones, is a sample only. A project timeline will be updated after all documents are finalized and kick off meeting.



4. Interface Control / Tailored Work Document (ICTWD)

5. Enhancements Control Document (ECD)

6. Data Migration

7. Acceptance Testing

The customer will identify a team of users to take on the role of power users, subject matter experts, back up administrators (however named by the organization). These people should have technical, specific, and practical knowledge of at least one Discipline in the Crime Lab as well as evidence handling and processing. They will act as liaisons between the individual units and the overall implementation team. They should participate in admin or power user/ SME training during the implementation and help to make configuration choices for their representative unit.

These staff members will be responsible for the acceptance of the individual section workflows and configuration. They will perform validation testing of all configured screens, administrative data, reports and any integrations that are needed by the section. Once they have signed off on their workflow, the application will be configured for use for that discipline. Once all disciplines have been accepted, the application will be considered Configured for Use and that milestone will be achieved.

8. Training

Administrator/Configuration training is provided very early in the implementation process. Administrator training is provided to a group comprised of the designated LIMS administrators for the customer as well as subject matter experts from each section as appropriate. The training is designed to teach this core group of users how to configure LIMS-plus to ensure that workflows and modules match the analytical needs of the customer. This training will take place very early in the implementation. The contract line item of Administrator Testing will be to include general administrative topics as well as section specific information.

9. Changes to Onboarding Projects

From time-to-time Project Changes may arise. JusticeTrax staff will propose and post such Changes to the JusticeTrax electronic project management system where the Customer shall accept or reject the change. Changes will be deemed acceptable should the Customer not respond within 7 calendar days.

9.1 Amendments

The following types of changes shall require an Amendment Form to be completed, and if approved, signed by representatives of both Parties authorized to bind each Party in such matters:

- Adding new product or additional services to the Project.
- Changes in project scope that result in an increase to the fees.
- Updates to the Project Implementation Schedule (Exhibit D.2) that impact the "1.9 Configured and Available for Use" Payment Milestone.

The above types of changes are not meant to be an inclusive list.

In the event of inconsistencies amongst the Main Agreement or the Agreement's Exhibits and any Change Order Form the Change Order Form shall take precedence over the Exhibits contained in the Agreement. The Main Agreement shall remain unaffected.

9.2 Amendment Form

CUSTOMER NAME

AMENDMENT # TO AGREEMENT NUMBER

THIS Amendment, entered into this ____ day of _____, ____, by and between the CUSTOMER NAME (herein called the "Customer") and JusticeTrax, Inc.").

WHEREAS, the Customer and JusticeTrax have entered into that certain Agreement identified above (the "Agreement"); and

WHEREAS, JusticeTrax and the Customer have agreed that a change to the here-mentioned Agreement is necessary;

NOW, THEREFORE, the parties hereto agree to amend said Agreement as follows:

[Inset amendment language here].

All other terms and conditions of said Agreement are unaltered hereby, shall remain in full force and effect, and are hereby ratified and reaffirmed.

FOR JUSTICETRAX:

Signed _____ Title _____ Date _____

FOR THE CUSTOMER:

Signed _____ Title _____ Date _____

Exhibit E: System Performance and Availability Standards

1 Overview

This Exhibit sets forth the performance and availability standards to which the JusticeTrax software applications are expected to perform, providing that the Customer meets JusticeTrax' recommended hardware and network specifications, including server, desktop workstation and mobile configurations, and that the Customer uses the Application Software according to its intended design.

Server hardware/software requirements, minimum workstation configurations, and network requirements are defined in Customer Supplied Hardware and Third-Party Software (Exhibit G). Specifications and requirements are subject to change to support future Product Upgrades.

The measured times exclude any factors that may be caused by factors outside of JusticeTrax' control, such as, but not limited to, the network.

2 Transaction Response Times

JusticeTrax Application Software performance is based on transaction response times, which are measured from operator action until visual response is observed or until the operation is completed.

Important Note: Expected response times are not for data-dependent transactions, such as, but not limited to, displaying data lists, displaying dashboards, querying external interfaces, attaching/downloading files, generating reports, printing, or performing queries or searches. For such types of data-dependent transactions, including large administrative tasks and large evidence transfers, the response time results may vary depending on the amount of data involved, the sizes of the files involved, the complexity of reports, or the types of search criteria entered.

The approach taken will be to measure the performance of transactions from an end user while the System is under normal and reasonable workload within the Production Use environment. Delays caused by the network will not be included in the response times.

When measuring response time, no backups, ad-hoc queries against the database, or reports will be processed. The response times will be measured from workstations that meet the recommended workstation requirements as defined in Exhibit G.

The expected transaction times for JusticeTrax Software Applications is three (3) seconds or less.

3 Availability Standards

During the Production Period of the SaaS Services, the Application Software shall be available in the production environment 98% of the time. The following specifications define both availability and the method by which it is calculated:

Availability is expressed as a percentage of the maximum expected availability over a given period. The Application Software shall be available seven days per week, 24 hours per day. The percentage availability for any period will be calculated as follows:

$(\text{Total Hours in Period} - \text{Hours System Unavailable}) \times 100 / \text{Total Hours in Period}$

"Unavailability" is where the JusticeTrax Software Applications are completely and generally unavailable for the Customer's use (but not the use of any one Authorized User, or subset/group of users; or access from any one workstation, or group of workstations), and does not include any unavailability attributable to:

- a. Scheduled downtime for maintenance;
- b. Scheduled downtime for System Upgrades or Updates;
- c. scheduled downtime for operating system patch updates;
- d. downtime for upgrades or updates to system software components and tools integrated as part of the Solution;
- e. downtime for upgrades or updates to cloud-based Third-Party Software Components and services integrated as part of the SaaS Services;
- f. downtime related to connectivity issues resulting from Customer or third-party-provided or managed Direct Connect or VPN access to hosted server or Customer internal network problems; Customer will be responsible for immediately notifying JusticeTrax of all third-party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise;
- g. an incident resulting from data or infrastructure or network provided and/or performed by the Customer;
- h. acts or omissions of Customer or any Customer user, Authorized User, or any employee, agent or independent contractor of the Customer;
- i. lack of availability or untimely response from the Customer that require the Customer's participation for resolution;
- j. the Customer's negligence or breach of the Customer's material obligations under the Agreement;
- k. any other cause(s) beyond JusticeTrax' reasonable control, including but not limited to those caused by Third-Party Data, Third-Party Applications, Third-Party Provider, or Third-Party software, service outages by the platform provider, e.g., Microsoft Government Azure, as well as overall internet congestion, denial of service attack, or a force majeure.

4 Data Backup and Disaster Recovery

During the Production Period of the SaaS Services, JusticeTrax shall provide backup of Customer data using the tools inherent to the platform, e.g., Microsoft Government Azure. Platform tools shall also be used to establish and maintain disaster recovery processes.

Exhibit F: Minimum Client and Peripheral Specifications

System Requirements

Below are the system requirements for JusticeTrax Software Applications, separated by systems hosted in *JusticeTrax Cloud* and those installed on premises.

1 JUSTICETRAX CLOUD

Supported Platforms

Desktop OS Windows 10 or 11

Prerequisites

Desktops .NET 4.7.2 or Higher
 Adobe Reader 10 or Higher
 JTTray

Compatible Browsers

Microsoft Edge
(Recommended)
Google Chromeⁱ
Firefox 51.x or Higherⁱⁱ

Special Considerations

Requirements All guidelines are the minimum recommendations for suitable performance.

OS LIMS v3.7.x and v3.8.x do not support file paths that exceed 200 characters.

Barcode Printers JusticeTrax supports Eltron/Zebra printers currently supported by the manufacturer.

2 ON-PREMISES

	25 Users			50 Users			100 Users		
	Processors	RAM	Disk Space	Processors	RAM	Disk Space	Processors	RAM	Disk Space
Web Server	4	8 GB	100 GB	4	8 GB	200 GB	8	8 GB	300 GB
Database Server	4	16 GB	100 GB	4	16 GB	200 GB	8	16 GB	300 GB

Supported Platforms

Server OS	Windows Server Standard Edition or Higher (minimum 2012 R2 or newer)
Database	Microsoft SQL Server (minimum 2016 or newer)
Web Services	IIS 8.5 or Higher
Desktop OS	Windows 10 or 11

Prerequisites

Desktops	.NET 4.7.2 or Higher Adobe Reader 10 or Higher JTTray
Servers	.NET 4.7.2 or Higher .NET Core (if installing Portal) JTHub
Active Directory	Implementations where the web, file and SQL services are housed on separate physical or virtual servers will require the configuration of a managed service account, service principle names (SPN) and delegation.
Domain Functional Level	2008 R2 or Higher

Compatible Browsers

**MICROSOFT EDGE
(RECOMMENDED)**

Google Chromeⁱ

Firefox 51.x or Higherⁱⁱ

Special Considerations

Requirements	<p>All guidelines are the minimum recommendations for suitable performance.</p> <p>We recommend allocating additional processing, memory and storage capacity if a large number of concurrent users is expected (greater than 50) or if the lab will be storing a large number of images and attachments.</p> <p>Concurrent corresponds to the number of active users who are making simultaneous requests to the application. A system may have 200 total users, but only 30 to 50 are concurrently active at any given moment.</p> <p>Please contact Sales for information regarding large-scale deployments.</p>
Servers	<p>We recommend dedicated servers for JusticeTrax applications.</p> <p>Only one instance of the JTHub is needed in most environments.</p>
OS	<p>LIMS v3.7.x does not support file paths that exceed 200 characters.</p>
Database	<p>SQL's memory usage should be limited to allow the OS at least 4GB of RAM.</p> <p>Initial installs require Microsoft SQL Server 2016; upgrades to existing systems can continue on the existing database version.</p>
Virtualization	<p>Our applications will run in virtualized environments.</p> <p>Services may be housed on one or more virtual machines.</p> <p>Implementation and support of virtualization is not provided by JusticeTrax.</p>
Failover	<p>Our applications are compatible with Windows failover clustering.</p> <p>Our applications are compatible with SQL Active/Passive clustering.</p> <p>Implementation and support of fault tolerance is not provided by JusticeTrax.</p>
Clustering	<p>Multiple web server deployments are not required for most scenarios.</p> <p>Dates and times reflect the time zone of the web server. Labs that span multiple time zones might consider deploying a web server in each zone to accurately reflect the time of each zone.</p> <p>Implementation and support of clustering is not provided by JusticeTrax.</p>

Backups

JusticeTrax does not assume any responsibility for backups.

A backup solution will need to be implemented by local support staff.

Barcode Printers

JusticeTrax supports Eltron/Zebra printers currently supported by the manufacturer.

ⁱ Google Chrome is compatible with v3.8 products but has not been fully tested

ⁱⁱ Firefox is compatible with v3.8 products but has not been fully tested.



Quote Number 00000093
 Quote Name Jackson Police Department (MS) - JusticeTrax

One West Main Street
 Mesa, AZ 85201
 480.222.8921

east 1st
 USA

Customer Information

Account Name Jackson Police Department (MS)
 Contact Name Jacquelyn Gardner

Bill To 327 East Pascagoula Street
 Jackson MS 39201
 USA

Quote Line Items

Quantity	Product	Sales Price	Total Price	Line Item Description
5.00	LIMS-plus v3 Subscription 3-20 users	USD 2,200.00	USD 11,000.00	Annual Recurring Fee
50.00	Configuration Services	USD 150.00	USD 7,500.00	One Time Fee
1.00	Hosted Setup Fee	USD 5,000.00	USD 5,000.00	One Time Fee
40.00	Training - Admin - Remote	USD 150.00	USD 6,000.00	One Time Fee
40.00	Training - End User - Remote	USD 150.00	USD 6,000.00	One Time Fee

Totals

Quote Currency USD

Grand Total USD 35,500.00

Thank You.

Quote Acceptance Information

* Contact Mary Cook at Mary.Cook@JusticeTrax.com or (480) 222-8921 for questions regarding this quote.

Signature: _____

Name: _____

Title: _____

Date: _____

QUOTE

Valid for 90 Days

Porter Lee Corporation
1901 Wright Blvd.
Schaumburg, IL 60193
(847) 985-2060

EMS in PLC Private Cloud

Prepared For:

Agency Name and State: Jackson Police Department - MS

Contact Name: Juan Gray

Email: juang@city.jackson.ms.us

Prepared By: Matt Spiller Phone: (847) 985-2060 x309 Email: matt.spiller@porterlee.com

Software				
Description	Part #	Qty	Unit Price	Price
Provisioning of the system in PLC's private cloud.	PLC-LIMS	1	\$10,000.00	\$10,000.00
				Sub Total: \$10,000.00

Hardware				
Description	Part #	Qty	Unit Price	Price
LI4278 Cordless Barcode Scanner Requires power supply PWR-WUA5V4W0US	TRBU0100ZWR	5	\$546.00	\$2,730.00
POWER SUPPLY 5V 850MA	PWR-WUA5V4W0US	5	\$37.00	\$185.00
ZD420 Thermal Transfer Desktop Printer • 203 DPI Resolution • USB 2.0, USB Host	ZD42042-C01M00EZ	5	\$720.00	\$3,600.00
				Sub Total: \$6,515.00

Supplies				
Description	Part #	Qty	Unit Price	Price
White Barcode Labels 3.25" x .875" • Qty: 1,500 per roll	PLC-LBL-WHT-1500	5	\$43.00	\$215.00
White Barcode Labels 4" x 5" • Qty: 500 per roll	PLC-LBL-WHT-500	10	\$43.00	\$430.00
Resin Ribbon 4.33" Wide x 244' Length ZD420 Cartridge (Qty 1)	05095CT11007	6	\$23.81	\$142.86
				Sub Total: \$787.86

Services				
Description	Part #	Qty	Unit Price	Price
Configuration of the LIMS system to support EMS function for tracking evidence only. Includes evidence collection, custody transfers, evidence storage, and disposition. Also includes stock management reports and 5 custom reports.	PLC-Configuration	1	\$25,000.00	\$25,000.00
Travel expenses (EMS)	PLC-Travel	1	\$700.00	\$700.00
EMS Installation and Training	PLC-InstallEMS	2	\$1,500.00	\$3,000.00
EMS Subscription and annual support	PLC-Support	5	\$1,300.00	\$6,500.00



QUOTE

Valid for 90 Days

Porter Lee Corporation
 1901 Wright Blvd.
 Schaumburg, IL 60193
 (847) 985-2060

Sub Total: \$35,200.00

Others

Description	Part #	Qty	Unit Price	Price
Shipping and Handling	PLC-Shipping	1	\$264.73	\$264.73
				Sub Total: \$264.73

Section Totals

	Sub Totals
Software	\$10,000.00
Hardware	\$6,515.00
Supplies	\$787.86
Services	\$35,200.00
Others	\$264.73
Total: \$52,767.59	

Includes EMS functions only (Evidence Collection, Transfer, Storage, Disposition, and management reports)
 Other LIMS functions are not configured at this time, including: Lab Analysis Matrix, Asset Management, QMS, Instrument interfaces.
 PLC will maintain servers and data in PLC's private cloud.
 Expansion of the system at a later date to include additional LIMS functionality is not included in this quote but can be added at a later date.

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

ORDER AUTHORIZING THE TRANSFER OF FUNDS AND AMENDING THE BUDGET ACCORDINGLY FOR THE PURPOSE OF PURCHASING UNIFORMS AND SPECIAL EQUIPMENT FOR THE JACKSON POLICE DEPARTMENT SWAT TEAM.

WHEREAS, the City of Jackson Police Department wishes to purchase a Uniforms and Special Equipment for the Jackson Police Department SWAT Team.

WHEREAS, the City of Jackson Police Department is in need of funds in the amount of

WHEREAS, the City of Jackson Police Department has identified needed funds in the following accounts: 123-442-58-6855 Special Police Equipment; 123-442-61-6299 Other Operating Supplies; and 123-442-61-6217 Uniforms & Work Clothing to cover the cost of this purchase; and

IT IS THEREFORE ORDERED that (1) funds in the amount of \$15,000.00 be transferred from Acct.#123-442-53-6855 Special Police Equipment to Acct.#123-442-61-6217 Uniforms & Work Clothing; (2) funds in the amount of \$2,515.00 be transferred from Acct.#123-442-61-6217 Uniforms & Work Clothing to Acct.#123-442-58-6855 Special Police Equipment; (3) funds in the amount of \$6,33.00 be transferred from Acct.#123-442-61-6299 Other Operating Supplies to Acct.#123-442-58-6855 Special Police Equipment; and the City's budget be amended to reflect the afore-mentioned changes.

Yeas – Banks, Foote, Lindsay, Priester, Stokes and Tillman.

Nays – None.

Absent – Stamps.

ORDER AUTHORIZING THE MAYOR'S SUBMISSION AND ACCEPTANCE OF THE FY 2019 NATIONAL SEXUAL ASSAULT KIT INITIATIVE (SAKI) GRANT AND IMPLEMENTATION PROGRAM APPLICATION ADMINSTRATED BY THE US DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE IN THE AMOUNT OF \$2,500,000.00.

WHEREAS, the City of Jackson has been granted the opportunity to apply for the FY 2020 National Sexual Assault Kit Initiative (SAKI) Grant application administrated by the United States Department Justice/BJA; and

WHEREAS, the 2020 National Sexual Assault Kit Initiative (SAKI) Grant and Implementation Program requires no matching funds; and

WHEREAS, the grant will assist the Jackson Police Department in inventory, tracking, and testing previously unsubmitted SAKs; collect and test lawfully owed DNA from offenders/arrestees; produce necessary protocols and policies to improve collaboration amount laboratories, police, prosecutors and victim service providers. This grant will also, provide resources to address the sexual assault investigations and prosecutions that result from evidence and CODIS hits produced by tested SAKs and optimize victim notification protocols and services.

IT IS, HEREBY, ORDERED that the Mayor's is authorized to submit an application for the 2020 National Sexual Assault Kit Initiative (SAKI) Grant and Implementation Program.

IT IS FURTHERED ORDERED that the Mayor or his designee be authorized to execute any and all documents necessary for the acceptance and administration of said grant if it is awarded.

Council Member Stokes moved adoption: Council Member Tillman seconded.

Yeas – Banks, Foote, Lindsay, Priester, Stokes and Tillman.

Nays – None.

Absent – Stamps.

Juan Gray

From: do-not-reply@ojp.usdoj.gov
Sent: Tuesday, October 13, 2020 4:38 PM
To: Juan Gray

Dear Juan Gray:

On behalf of Attorney General Barr, it is my pleasure to inform you that the Office of Justice Programs has approved the application submitted by City of Jackson for an award under the funding opportunity entitled SAKI: Comprehensive Approach to Unsubmitted Sexual Assault Kits. The approved award amount is \$1,179,593.

As DOJ transitions to its new grants management system, there will be a delay in accessing your award agreement and associated information.

You will be able to log-in to the Justice Grants System (JustGrants) beginning October 15th and access your award agreement, review the terms and conditions, and accept the award.

In the meantime, please visit the [JustGrants website](#) and [training pages](#) to become familiar with the new system.

Congratulations, and we look forward to working with you.

Katherine T. Sullivan

Principal Deputy Assistant Attorney General



Department of Justice



Office of Justice Programs

FOR IMMEDIATE RELEASE
THURSDAY, OCTOBER 15, 2020

CONTACT: Pamela Wong, 202-632-3276
Pamela.Wong@ojp.doe.gov

FACT SHEET

JUSTICE DEPARTMENT AWARDS \$45 MILLION TO SUPPORT TESTING, TRACKING OF SEXUAL ASSAULT KITS

WASHINGTON – The Department of Justice’s Office of Justice Programs today announced that it has awarded more than \$45 million to increase the number of sexual assault kits submitted to crime labs and help law enforcement agencies and crime labs process sexual assault evidence, therefore enabling them to solve more crimes, including cold cases.

The awards are made through the National Sexual Assault Kit Initiative (SAKI) and the Sexual Assault Forensic Evidence – Inventory, Tracking and Reporting Program (SAFE-ITR), both managed by OJP’s Bureau of Justice Assistance (BJA).

BJA National Sexual Assault Initiative (\$43.4 million)

Category I: Comprehensive Approach to Unsubmitted Sexual Assault Kits

State	Awardee	Amount
Alabama	Jefferson County District Attorney’s Office	\$2,000,000
California	City of Fresno	\$2,186,109
Florida	City of Fort Lauderdale	\$218,496
Florida	City of Jacksonville	\$1,000,000
Georgia	Criminal Justice Coordinating Council	\$2,500,000
Georgia	Fulton County Board of Commissioners	\$2,000,000
Kentucky	Justice and Public Safety Cabinet	\$1,500,000
Louisiana	Orleans Parish District Attorney	\$1,949,672
Massachusetts	Office of Grants and Research	\$1,500,000
Minnesota	City of Minneapolis Police Department	\$2,000,000
Minnesota	State of Minnesota	\$2,000,000
Mississippi	City of Jackson	\$1,179,593
Missouri	Office of the Attorney General	\$2,000,000
Montana	Department of Justice	\$992,072
Nebraska	City of Omaha	\$966,882
New Mexico	Second Judicial District Attorney	\$2,141,147
Tennessee	City of Memphis	\$2,000,000
Utah	Department of Public Safety	\$1,500,000

Virginia	Office of the Attorney General	\$2,084,762
West Virginia	Justice and Community Services	\$252,861

Category II: SAKI for Small Agencies (fewer than 250 sworn officers)

State	Awardee	Amount
Texas	City of Irving	\$79,900

Category III: Expansion of DNA Databases to Assist with Sexual Assault Investigations and Prosecutions: Collection of Lawfully Owed DNA from Convicted Offenders and Arrestee DNA Collections

State	Awardee	Amount
Minnesota	City of Duluth	\$ 662,659
Tennessee	Bureau of Investigation	\$1,000,000
Washington	State Attorney General	\$ 670,000

Category IV: Investigation and Prosecution of Cold Case Sexual Assaults

State	Awardee	Amount
Illinois	City of Chicago	\$1,000,000
Maryland	County of Baltimore	\$911,108
Michigan	Charter County of Wayne	\$999,755
Minnesota	City of Duluth	\$678,502
New Jersey	Department of Law & Public Safety	\$918,058
New Mexico	Second Judicial District Attorney	\$993,979
Nevada	Attorney General's Office	\$261,599
North Carolina	City of Charlotte	\$587,891
North Carolina	City of Durham	\$518,667
North Carolina	City of Fayetteville	\$1,000,000
Ohio	City of Akron	\$ 150,000
Ohio	Cuyahoga County Prosecutor's Office	\$1,000,000

BJA Sexual Assault Forensic Evidence – Inventory, Tracking and Reporting (\$2.2 million)

Funding through the SAFE-ITR program enables agencies to document their unanalyzed sexual assault kits, efficiently process sexual assault evidence and upload DNA profiles to the Combined DNA Index System (CODIS) – steps that are effective in reducing violent crime.

Funds may be requested to help defray costs for all three of the following tasks or, if an inventory has already been completed, for two and three only:

Task 1: Inventory. "Inventory" refers to a detailed and descriptive list of sexual assault kits containing information such as, but not limited to, item identifiers, quantity and location.

Task 2: Tracking. "Tracking" refers to the monitoring and accounting of sexual assault kits through the course of their movement from collection through final disposition.

Task 3: Reporting. "Reporting" refers to delivering a written report to the appropriate entity within the prescribed period and with the applicable data provided.

State	Awardee	Tasks	Amount
Alaska	Department of Public Safety	2	\$998,791
Maryland	County of Baltimore	1, 2, 3	\$218,180
Minnesota	Bureau of Criminal Apprehension	2, 3	\$982,232

More information about the programs and awards announced today is available here: [OJP Awards Data webpage](#).

The Office of Justice Programs, directed by Principal Deputy Assistant Attorney General Katharine T. Sullivan, provides federal leadership, grants, training and technical assistance, and other resources to improve the nation's capacity to prevent and reduce crime, assist victims and enhance the rule of law by strengthening the criminal and juvenile justice systems. More information about OJP and its components can be found at www.ojp.gov.

The year 2020 marks the 150th anniversary of the Department of Justice. Learn more about the history of our agency at www.Justice.gov/Celebrating150Years.

###



BJA
Bureau of Justice Assistance
U.S. Department of Justice

[Home](#) / [Funding & Awards](#)

The City of Jackson Sexual Assault Kit Initiative

Award Information

Awardee: [JACKSON, CITY OF](#)

Award #: 2020-AK-BX-0031

Location: [JACKSON, MS](#)

Congressional District: [3](#)

Status: Open

Funding First Awarded: 2020

Total funding (to date): \$1,179,593

Original Solicitation: [FY 2020 National Sexual Assault Kit Initiative \(SAKI\)](#)

Description of original award (Fiscal Year 2020, \$1,179,593)

The National Sexual Assault Kit Initiative (SAKI) supports the Department's criminal justice priorities of reducing violent crime and supporting law enforcement officers and prosecutors by: (1) providing jurisdictions with resources to address sexual assault kits (SAKs) in their custody that have not been submitted to a forensic laboratory for testing with Combined DNA Index System (CODIS)-eligible DNA methodologies, and (2) improving investigation and prosecution in connection with evidence and cases resulting from the testing process; and (3) providing sites with resources to collect DNA samples from qualifying individuals who should have a sample in CODIS (based on the type and time of the offense in relation to applicable state law), but from whom a sample has never been collected or submitted to a laboratory for

testing. In addition, SAKI will provide investigators with assistance in how to more effectively question subjects, which could provide stronger investigative leads and build stronger prosecutorial cases, which in turn could help solve more crimes.

The FY 2020 National SAKI Program will provide funds to recipients to implement or enhance the comprehensive BJA model to address the issues that underline the problem of unsubmitted SAKs or to expand their existing SAKI project to include the collection of lawfully owed DNA samples from convicted offenders. In FY 2020, National SAKI Program funding is available under four Purpose Areas

Recipients under Purpose Area 1: Comprehensive Approach to Unsubmitted Sexual Assault Kits, will implement a comprehensive approach to unsubmitted SAKs that includes all three elements of the BJA model: Inventory all unsubmitted SAKs; Create a multidisciplinary working group; Designate a site coordinator. The goal of SAKI is the creation of a coordinated community response that ensures just resolution of these cases, whenever possible, through a victim-centered approach, and to build jurisdictions' capacities to prevent the development of conditions that lead to high numbers of unsubmitted SAKs. This holistic program provides jurisdictions with resources to address their unsubmitted SAKs, including support to inventory, test, and track SAKs; create and report performance metrics; access necessary training to increase effectiveness in addressing the complex issues associated with these cases and engage in multidisciplinary policy development, implementation, and coordination; and improve practices related to investigation, prosecution, and victim engagement and support in connection with evidence and cases resulting from testing. Grant recipients must also enter all criteria cases into ViCAP (before the end of the grant period) to increase the chances of identifying and apprehending violent serial offenders who pose a serious threat to public safety.

CA/NCF

Date Created: October 22, 2020

Similar Awards [↗](#)

State of Arizona Project Safe Neighborhood Program

ENTITY INFORMATION

Search Date and Time: 11/30/2022 12:36:32 PM

Entity Details

	Entity Name:
JUSTICETRAX INC.	
	Entity ID:
08792591	
	Entity Type:
Domestic For-Profit (Business) Corporation	
	Entity Status:
Active	
	Formation Date:
7/29/1999	
	Reason for Status:
In Good Standing	
	Approval Date:
7/25/2018	
	Status Date:
	Original Incorporation Date:
7/29/1999	
	Life Period:
Perpetual	
	Business Type:
TECHNOLOGY SOFTWARE (COMPUTERS)	
	Last Annual Report Filed:
2022	
	Domicile State:
Arizona	
	Annual Report Due Date:
7/29/2023	
	Years Due:
	Original Incorporation Date:

11/2/1999

Statutory Agent Information

Name:

MICHAEL T SALE

Appointed Status:

Active

Attention:

Address:

1 W MAIN ST , MESA, AZ 85201, USA

Agent Last Updated:

7/29/2022

E-mail:

Attention:

Mailing Address:

County:

Maricopa

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
President	Simon Key		1 W Main St, MESA, AZ, 85201, Maricopa County, USA	8/26/2021	7/29/2022
Director	Matthew McDonald		111 S.W. Fifth Ave, 31st Floor, PORTLAND, OR, 97204, Multnomah County, USA		7/29/2022

Page 1 of 1, records 1 to 2 of 2

Address

Attention:

Address: 1 W MAIN ST, MESA, AZ, 85201, USA
Privacy Policy (<http://azcc.gov/privacy-policy>) | Contact Us (<http://azcc.gov/corporations/corporation-contacts>)

County: Maricopa

Last Updated: 7/29/2022

Entity Principal Office Address

Attention:

Address:

County:

Last Updated:

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Budget Detail - Year 2

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
(DOJ Financial Guide, Section 3.10)

A. Personnel

Name <i>List each name, known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked <i>(# of hours, days, months, years)</i>	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
SAKI Administrator	SAKI Administrator	\$80,000.00	yearly	1	100%	\$80,000		\$80,000
Forensic SAKI Specialist	Forensic SAKI Specialist	\$70,000.00	yearly	1	100%	\$70,000		\$70,000
Master Police Officer (Detective)	Master Police Officer (Detective)	\$26,73	hourly	1,123	100%	\$30,000		\$30,000
Police Sergeant (Detective)	Police Sergeant (Detective)	\$31.40	hourly	637	100%	\$20,000		\$20,000
Juan Gray	Grant Administrator	\$22.05	hourly	2,080	35%	\$16,051		\$16,051
Total(s)						\$216,051	\$0	\$216,051

Narrative

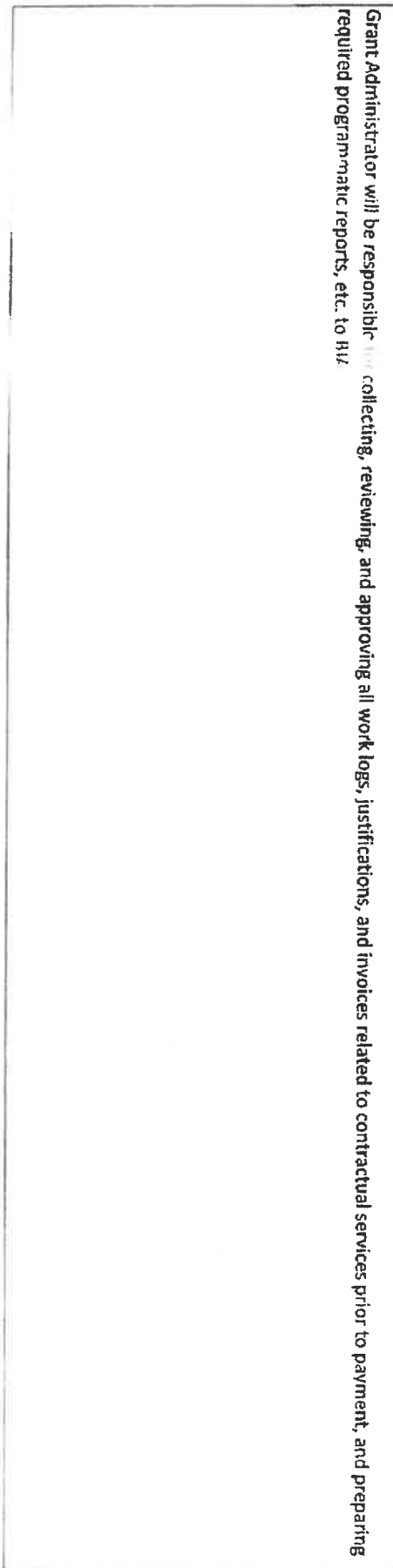
The SAKI Administrator will manage and coordinate the activities set forth in the objectives of the project. This person will implement an inventory and tracking system and create a multidisciplinary working group. This person will also coordinate monthly meetings aimed at developing clear protocol by which cases will be tracked from point of submission through the justice system and creating a victim centered response to backlogged kits moving forward. This will be a new position within the City of Jackson created for the aforementioned purposes.

The Forensic SAKI Specialist will enter and manage the tracking system, maintain a documented flow of information associated with the backlogged saks, track and enter status results from profiles reviewed and uploaded into CODIS, communicate with investigators, forward status results for follow-up to investigations and VICAP entries. This person will also participate in monthly meetings for status update with DA's office and participate in multidisciplinary team monthly meetings. This will also be a new position within the City of Jackson created for the aforementioned purposes.

The Master Police Officer and Police Sergeant in our Major Investigation units who investigate the SAKI cold cases and prepare VICAP entries for those cases that prove a DNA/CODIS hit will be paid overtime at their prescribed overtime rates (\$26.73 per hour for Master Police Officers and \$31.40 per hour for Police Sergeants). These officers will work these cases only after their regular shift and/or off day. They will maintain a log of cold cases worked.

2020-AK-BX-0031
2020 SAKI Grant

Grant Administrator will be responsible for collecting, reviewing, and approving all work logs, justifications, and invoices related to contractual services prior to payment, and preparing required programmatic reports, etc. to HUD.



B. Fringe Benefits		Computation			
Name		Show the basis for computation.			
List each non-supported position and fringe benefits.	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
PERS (State Retirement)	\$216,051.00	17.40%	\$37,593		\$37,593
FICA	\$166,051.00	6.20%	\$10,296		\$10,296
Medicare	\$216,051.00	1.45%	\$3,133		\$3,133
Health Insurance	\$3,616.60	100.00%	\$3,617		\$3,617
Total(s)			\$54,639	\$0	\$54,639

Narrative
 Besides the employer share of FICA and Medicare, the City of Jackson pays 17.40% of each employee's annual salary into the Public Employees' Retirement System (PERS) and well as covering each employee's health insurance (Spouse/Family coverage is at the employee's expense). Health Insurance cost is budgeted at \$1,808.30 per year per employee. In addition, Police Officers do not participate in FICA therefore this cost is not included for the Master Police Officers and Police Sergeants

C Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
Indicate the purpose of each trip or type of trip (trainee, advisor, group meeting)	Indicate the travel destination.	Lodging, Meals, Etc.	Per day, mile, trip, Etc.	Compute the cost of each type of expense X the number of people traveling.						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
			N/A					\$0		\$0
			N/A					\$0		\$0
			N/A					\$0		\$0
				Total(s)				\$0	\$0	\$0
Narrative										

D. Equipment

Item	List and describe each item of equipment that will be purchased	Computation				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Desktop Computer		3	\$5,000.00	\$15,000		\$15,000
Large Storage Cabinet		2	\$1,800.00	\$3,600		\$3,600
Laptop Computer		3	\$4,359.67	\$13,079		\$13,079
Total(s)				\$31,680	\$0	\$31,680

Narrative
The City of Jackson will establish a designated Cold Case Center for entering VICAP information and storing files associated with the backlogged cases so that everything is centralized and readily accessible to investigators. To facilitate this, we will purchase Three desktop computer with at least 1 TB of memory and peripherals (mouse, keyboard), that will have access to VICAP, as well as 2 large storage cabinets for files.

The City will also purchase 3 laptop computers with docking stations, data card, monitors and peripherals for the SAKI Administrator, Forensic SAKI Specialist and Grant Administrator. These will give them mobility and readily available access to information whether in the lab or offsite.

E. Supplies

Supply Item: Provide a list of the types of items to be purchased with grant funds.	Computation Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Printed Information Flyers (Publication Flyers)	1	\$800.00	\$800		\$800
Video Recorder	1	\$2,500.00	\$2,500		\$2,500
White Boards with Flipchart	2	\$450.00	\$900		\$900
DVDs for witness/subject interviews, pens, paper, general supplies	1	\$800.00	\$800		\$800
Narrative			Total(s) \$5,000	\$0	\$5,000

These are general supplies to help the project be successful.

F. Construction

Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
		<i>Totals(s)</i>		\$0	\$0	\$0
<i>Narrative</i>						

G. Subaward (Subgrant)

Description	Purpose	Consultant?	Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.						
Provide a description of the activities to be carried out by subrecipients.	Describe the purpose of the subaward (subgrant)	No		Total Cost	Non-Federal Contribution	Federal Request			
Contractual services with Hinds County DA's office	Partnership with Victim/Family Coordinator at DA's Office	No		\$25,975	\$0	\$25,975			
Consultant Travel (if necessary)			Computation	Total(s)					
Purpose of Travel	Location	Type of Expense	Compute the cost of each type of expense x the number of people traveling.	Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Hotel, airfare, per diem							
Narrative				Total	\$0	\$0	\$0	\$0	\$0

The City of Jackson will also enter into a MOU with the Hinds County District Attorney's office for the purposes of forming a partnership with their on-staff Victim/Family Coordinator. This partnership will serve as a mechanism for victim notification and follow-up as we work through backlogged SAKs. Compensation will be based number of hours worked on our behalf and a log will be required to contain time, dates, and case numbers. The total cost of this service is not expected to exceed \$51,949, half of which is allocated to Year 2.

H. Procurement Subcontractors

Description	Purpose	Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.	Total Cost	Non-Federal Contribution	Federal Request			
Outsourcing for DNA testing:	DNA analysis of backlogged SAKS	No	\$225,000		\$225,000			
Contractual service with MS State Crime Lab	DNA review and CODIS uploads	No	\$17,500		\$17,500			
Consultant Travel (if necessary)			Total(s)	\$0	\$0			
Purpose of Travel	Location	Type of Expense	Compute the cost of each type of expense X the number of people traveling.					
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	In : the travel destination.	Hotel, airfare, per diem	Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
Narrative			Total	Total	Total	\$0	\$0	\$0

The City of Jackson (COJ) will obtain an accredited laboratory provider who meets compliance with DNA Quality Assurance Standards through an open bid process. This laboratory provider will be used to analyze backlogs of SAKs and send analyses to the COJ. We anticipate a total cost of \$450,000 to analyze these kits and have split this over the two years remaining on our grant.

The City of Jackson will enter into a Memorandum of Understanding (MOU) with the Mississippi State Crime Lab to provide DNA review and comparison, and CODIS uploads on our behalf to help clear the backlog of cases. This service is based on the number of cases reviewed and we anticipate a total cost of \$35,000, and have allocated half of that to Year 2. The City of Jackson will also purchase and utilize the justice Trax System for the purposes of inventory and evidence control of SAKs. The \$60,851.00 represents the initial cost of the software and includes installation and training of staff.

1. Other Costs		Computation						
Description <i>List and describe items that will be paid with federal funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential).</i>	Quantity	Basis	Cost	Length of Time	Show the basis for computation			
					Total Cost	Non-Federal Contribution	Federal Request	
<i>Totals(s)</i>					\$0	\$0	\$0	
Narrative								

2020-AK-BX-0031
2020 SAKI Grant

1. Indirect Costs

Description <i>Describe what the approved rate is, how it is applied.</i>	Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>				
	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0	\$0	\$0
			\$0	\$0	\$0
Total(s)			\$0	\$0	\$0
Narrative					

Budget Detail - Year 3

Does this budget contain conference costs, which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
(DOI Financial Guide, Section 3.10)

A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation						
		<i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked <i>(# of hours, days, months, years)</i>	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
SAKI Administrator		\$80,000.00	yearly	1	100%	\$80,000		\$80,000
Forensic SAP Analyst		\$70,000.00	yearly	1	100%	\$70,000		\$70,000
Master Police Officer (Detective)		\$26.73	hourly	1,123	100%	\$30,051		\$30,000
Police Sergeant (Detective)		\$31.40	hourly	637	100%	\$20,000		\$20,000
Grant Administrator		\$22.05	hourly	2,080	35%	\$16,051		\$16,051
Totals/						\$216,051	\$0	\$216,051

Narrative

The SAKI Administrator will manage and coordinate the activities set forth in the objectives of the project. This person will implement an inventory and tracking system and create a multidisciplinary working group. This person will also coordinate monthly meetings aimed at developing clear protocol by which cases will be tracked from point of submission through the justice system and creating a victim centered response to backlogged kits moving forward. This will be a new position within the City of Jackson created for the aforementioned purposes.

The Forensic SAKI Specialist will enter and manage the tracking system, maintain a documented flow of information associated with the backlogged saks, track and enter status results from profiles reviewed and uploaded into CODIS, communicate with investigators, forward status results for follow-up to investigations and VICAP entries. This person will also participate in monthly meetings for status update with DA's office and participate in multidisciplinary team monthly meetings. This will also be a new position within the City of Jackson created for the aforementioned purposes.

The Master Police Officer and Police Sergeant in our Major Investigation units who investigate the SAKI cold cases and prepare VICAP entries for those cases that prove a DNA/CODIS hit will be paid overtime at their prescribed overtime rates (\$26.73 per hour for Master Police Officers and \$31.40 per hour for Police Sergeants). These officers will work these cases only after their regular shift and/or off days. They will maintain a log of cold cases worked.

2020-AK-BX-0031
2020 SAKI Grant

Grant Administrator will be responsible for collecting, reviewing, and approving all work logs, justifications, and invoices related to contractual services prior to payment, and preparing required programmatic reports, etc. to BIA.

B. Fringe Benefits

Name <i>List each grant supported position receiving fringe benefits.</i>	Computation <i>Show the basis for computation.</i>				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
PERS (State Retirement)	\$216,051.00	17.40%	\$37,593		\$37,593
FICA	\$166,051.00	6.20%	\$10,296		\$10,296
Medicare	\$216,051.00	1.45%	\$3,133		\$3,133
Health Insurance	\$3,616.50	100.00%	\$3,617		\$3,617
Totals			\$54,639	\$0	\$54,639

Narrative
 Besides the employer share of FICA and Medicare, the City of Jackson pays 17.40% of each employee's annual salary into the Public Employees' Retirement System (PERS) and well as covering each employee's health insurance. (Spouse/Family coverage is at the employer's expense). Health insurance cost is budgeted at \$1,808.30 per year per employee. In addition, Police Officers do not participate in FICA, therefore this cost is not included for the Master Police Officers and Police Sergeants.

C. Travel						Computation				
Purpose of Travel	Location	Type of Expense	Basis	Compute the cost of each type of expense X the number of people traveling.						
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Lodging, Meals, Etc.	Per day, mile, trip, Etc.	Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
REQUIRED 2-day SAKI workshop (annual)	Washington, DC	Lodging	Night	\$258.00	2	3	1	\$3,548		\$1,548
REQUIRED 2-day SAKI workshop (annual)	Washington, DC	Meals	Day	\$76.00	3	3	1	\$684		\$684
REQUIRED 2-day SAKI workshop (annual)	Washington, DC	Transportation	Round-trip	\$450.00	1	3	1	\$1,350		\$1,350
REQUIRED 2-day SAKI workshop (annual)	Washington, DC	Local Travel	N/A	\$150.00	1	1	1	\$150		\$150
				Total(s)				\$3,732	\$0	\$3,732

Narrative
The City of Jackson will send 3 key employees to the required 2-Day SAKI workshop in Washington, DC. Meals and lodging are based on a 3-day, 2-night stay in DC using maximum GSA rates for Washington, DC for FY 2023. Transportation was pulled using Expedia and based on a round trip flight from Jackson to DC. We also factored in cost for taxi to and from the hotel (upon arrival and departure) as well as daily travel to the conference location.

D. Equipment

Item <i>List and describe each item of equipment to be purchased</i>	Computation <i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
	Total(s)		\$0	\$0	\$0
Narrative					

E. Supplies

Supply Items		Computation				
<i>Provide a list of the types of items to be purchased used with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased x the cost per item.</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request	
			\$0		\$0	
			\$0		\$0	
			\$0		\$0	
			<i>Totals(s)</i>	\$0	\$0	\$0
Narrative						

E. Construction							
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>					
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request	
				\$0		\$0	
				\$0	\$0	\$0	
Narrative				Total(s)	\$0	\$0	\$0

G. Subaward:

Description	Purpose	Consultant?	Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.																		
<p>Provide a description of the activities to be carried out by subrecipients.</p>	<p>Describe the purpose of the subaward (subgrant)</p>																				
<p>Contractual service with Hinds County DA's office</p>	<p>Partnership with Victim/Family Coordinator at DA's Office</p>	<p>No</p>																			
<p>Contractual Service with Hinds County DA's office</p>			<table border="1"> <tr> <td>Total Cost</td> <td>\$25,974</td> <td>Non-Federal Contribution</td> <td>\$0</td> <td>Federal Request</td> <td>\$25,974</td> </tr> </table>	Total Cost	\$25,974	Non-Federal Contribution	\$0	Federal Request	\$25,974												
Total Cost	\$25,974	Non-Federal Contribution	\$0	Federal Request	\$25,974																
<p>Consultant Focus (if necessary)</p>																					
<p>Purpose of Travel Indicate the purpose of each trip or type of trip (training, advisory group meeting)</p>	<p>Location Indicate the travel destination.</p>	<p>Type of Expense Hotel, airfare, per diem</p>	<p>Computation Compute the cost of each type of expense X the number of people traveling.</p>																		
			<table border="1"> <tr> <td>Cost</td> <td>Duration or Distance</td> <td># of Staff</td> <td>Total Cost</td> <td>Non-Federal Contribution</td> <td>Federal Request</td> </tr> <tr> <td>\$0</td> <td></td> <td></td> <td>\$0</td> <td></td> <td>\$0</td> </tr> <tr> <td colspan="3">Total</td> <td>\$0</td> <td>\$0</td> <td>\$0</td> </tr> </table>	Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request	\$0			\$0		\$0	Total			\$0	\$0	\$0
Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request																
\$0			\$0		\$0																
Total			\$0	\$0	\$0																
<p>Narrative</p>																					

The City of Jackson will also enter into an SAOU with the Hinds County District Attorney's office for the purposes of forming a partnership with their on-staff Victim/Family Coordinator. This partnership will serve as a mechanism for victim notification and follow-up as we work through backlogged SAKs. Compensation will be based number of hours worked on our behalf and a log will be required to confirm time, dates, and case numbers. The total cost of this service is not expected to exceed \$51,949, half of which is allocated to Year 3.

H. Procurement Recovery

Description	Purpose	Consultant?	Computation					
<p><i>Provide a description of the products or services procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i></p>	<p>Describe the purpose of the contract</p>	<p>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</p>	<p>Compute the cost of each type of expense X the number of people traveling.</p>					
Purpose of Travel <i>(Indicate the purpose of each trip or type of trip (training, advisory group meeting))</i>	Location	Type of Expense	Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
Outsourcing for DNA Testing		DNA analysis of backlogged SAKs				\$225,000		\$225,000
Contractual service with MS State Crime Lab		DNA review and CODIS uploads				\$17,500		\$17,500
Consultant Fees (if necessary)			Total(s)			\$242,500	\$0	\$242,500
Narrative			Total			\$0	\$0	\$0

The City of Jackson (COJ) will obtain an invited laboratory provider who meets compliance with DNA Quality Assurance Standards through an open bid process. This Laboratory provider will be used to analyze backlogged SAKs and send analyses to the COJ. We anticipate a total cost of \$450,000 to analyze these kits and have split this over the two years remaining on our grant.

The City of Jackson will enter into a Memorandum of Understanding (MOU) with the Mississippi State Crime Lab to provide DNA review and comparison, and CODIS uploads on our behalf to help clear the backlog of cases. This service is based on the number of cases reviewed and we anticipate a total cost of \$35,000, and have allocated half of that to Year 3.

1. Other Costs		Computation						
Description <i>List and describe items that will be paid with grant funds (e.g. rent reproduction, telephone, janitorial or security services, and investigative or confidential funds)</i>	Quantity	Basis	Cost	Length of Time	Show the basis for computation			
					Total Cost	Non-Federal Contribution	Federal Request	
Narrative					Total(s)	\$0	\$0	\$0

2020-AK-BX-0031
2020 SAKI Grant

J. Indirect Costs

Description <i>Describe what the approved rate is or how it is applied.</i>	Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>				
	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
<i>Totals(s)</i>			\$0	\$0	\$0
Narrative					

#15

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR A DIGITAL IMAGING SYSTEM WITH MAINTENANCE TO BE USED IN THE BRIDGES AND DRAINAGE SECTION IN THE INFRASTRUCTURE MANAGEMENT DIVISION OF THE DEPARTMENT OF PUBLIC WORKS

OFFICE OF THE CITY ATTORNEY
2023/01/31/15:22:33

WHEREAS, the Bridges and Drainage section Division of the Public Works Department desires to enter into a 48-month rental agreement of a copier machine; and

WHEREAS, Advantage Business Systems, Inc. provides a Konica Minolta Bizhub 450i Digital Copier with auxiliary equipment through State of Mississippi Contract #8200062059 at a cost of \$148.00 a month for forty-eight (48) months and a maintenance charge of \$0.0075 per copy to be invoiced with the monthly charge; and

WHEREAS, the principal place of business for Advantage Business Systems, Inc. is 5442 Executive Place, Jackson, Mississippi 39206; and

WHEREAS, it is the recommendation of the Department of Public Works that a contract be approved with Advantage Business Systems, Inc.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Advantage Business Systems, Inc. providing for a 48-month rental of a Konica Minolta Bizhub 450i Digital Copier with auxiliary equipment at the cost of \$148.00 a month and a maintenance charge of \$0.0075 per copy for labor, parts, toner and drum, except paper or staples to be invoiced with the monthly charge.

#15

Agenda Item No.
January 31, 2023
(Wright, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

January 24, 2022

DATE

(as revised 3/6/01)

	P O I N T S	C O M M E N T S																														
1.	Brief Description / Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR A DIGITAL IMAGING SYSTEM WITH MAINTENANCE TO BE USED IN THE BRIDGES AND DRAINAGE SECTION IN THE INFRASTRUCTURE MANAGEMENT DIVISION OF THE DEPARTMENT OF PUBLIC WORKS																														
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	This printer allows the Bridges and Drainage section Division produce various types of documents required for this office to perform its intended functions.																														
3.	Who will be affected	Bridges and Drainage in the Infrastructure Management Division																														
4.	Benefits	Improved quality of documents and productivity																														
5.	Schedule (beginning date)	Upon expiration of current copier contract																														
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Michael Avalon (Bridges and Drainage)																														
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Public Works/Infrastructure Management Division/Bridges and Drainage																														
8.	COST	\$148.00 a month for forty-eight (48) months and a maintenance charge of \$0.0075 per copy to be invoiced with the monthly charge																														
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	General Fund 001451246514/00145125 6514																														
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes _____</td> <td style="width: 10%;">no _____</td> <td style="width: 35%;">N/A _____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____	AABE	_____ %	WAIVER	yes _____	no _____	N/A _____	WBE	_____ %	WAIVER	yes _____	no _____	N/A _____	HBE	_____ %	WAIVER	yes _____	no _____	N/A _____	NABE	_____ %	WAIVER	yes _____	no _____	N/A _____
ABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
AABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
WBE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
HBE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
NABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											

Office of the City Attorney

455 East Capitol
Post Office Box
Jackson, Mississippi
Telephone: (601) 960-1700
Facsimile: (601) 960-1700

OFFICE OF THE CITY ATTORNEY
1/23/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR A DIGITAL IMAGING SYSTEM WITH MAINTENANCE TO BE USED IN THE BRIDGES AND DRAINAGE SECTION IN THE INFRASTRUCTURE MANAGEMENT DIVISION OF THE DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.



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

1/23/23
DATE

#16

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A DIGITAL IMAGING SYSTEM WITH MAINTENANCE TO BE USED IN THE INFRASTRUCTURE MANAGEMENT DIVISION OF THE DEPARTMENT OF PUBLIC WORKS

OFFICE OF THE ATTORNEY GENERAL
3022

WHEREAS, the Infrastructure Management Division of the Public Works Department desires to enter into a 48-month rental agreement of a copier machine; and

WHEREAS, Advantage Business Systems provides a Konica Minolta Bizhub 450i Digital Copier with auxiliary equipment through State of Mississippi Contract #8200062059 at a cost of \$132.00 per month and a maintenance charge of \$0.0079 per black and white copy; and

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

WHEREAS, it is the recommendation of the Department of Public Works that a contract be approved with Advantage Business Systems.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement with Advantage Business Systems providing for a 48-month rental for a Konica Minolta Bizhub 450i Digital Copier with auxiliary equipment at a cost of \$132.00 per month plus a maintenance cost of \$0.0079 per black and white copy.

#16

Agenda Item No.
January 31, 2023
(Wright, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 12, 2022
DATE

(as revised 3/6/01)

POINTS		COMMENTS			
1.	Brief Description / Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR DIGITAL IMAGING SYSTEMS WITH MAINTENANCE, TO BE USED BY INFRASTRUCTURE MANAGEMENT DIVISION OF THE PUBLIC WORKS DEPARTMENT			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This printer allows the Infrastructure Management Division to produce various types of documents required for this office to perform its intended functions.			
3.	Who will be affected	Infrastructure Management Division of Public Works			
4.	Benefits	Improved quality of documents and productivity			
5.	Schedule (beginning date)	Upon expiration of current copier contract			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Hood Building (Infrastructure Management)			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works/Infrastructure Management Division			
8.	COST	\$132.00 a month to include amaintenance charge of \$0.0079 per black and white copy.			
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund 001-451-10-6514			
10.	EBO participation	ABE _____ %	WAIVER	yes _____ no _____	N/A _____
		AABE _____ %	WAIVER	yes _____ no _____	N/A _____
		WBE _____ %	WAIVER	yes _____ no _____	N/A _____
		HBE _____ %	WAIVER	yes _____ no _____	N/A _____
		NABE _____ %	WAIVER	yes _____ no _____	N/A _____

Department of Public Works



200 South President Street
Post Office Box 17
Jackson, MS 39205

Chokwe Lumumba
Mayor of the City of Jackson

TO: Honorable Mayor Chokwe Lumumba

FROM: Robert Lee, City Engineer

DATE: December 12, 2022

RE: **Bridges and Drainage of the Infrastructure Management Division Printer Contract,
48 – Month Copier Rental Agreement with Advantage Business System State of
Mississippi Contract Number 8200062059**

The current contract providing for the 48-month rental of a Konica Minolta Bizhub 450i Black/White Copier/Printer with auxiliary equipment to be used by the Bridges and Drainage Section of the Infrastructure Management Division.

Infrastructure Management Division has reviewed the current State of Mississippi contract, and decided that the Konica Minolta Bizhub 450i Black/White Copier/Printer with auxiliary equipment is best suited to meet the needs of the Bridges and Drainage Maintenance Section of the Infrastructure Management Division.

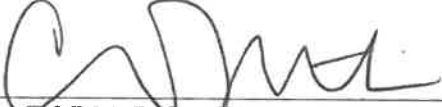
The requested copier/printer monthly lease price is \$132.00 per month plus a copy charge of \$0.0079 (Black and White).

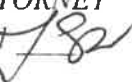
Office of the City Attorney

~~OFFICE OF THE CITY ATTORNEY~~
455 East Capitol
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 961-1756
Facsimile: (601) 961-1756
2022

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEM FOR A DIGITAL IMAGING SYSTEM WITH MAINTENANCE TO BE USED IN THE INFRASTRUCTURE MANAGEMENT DIVISION OF THE DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.

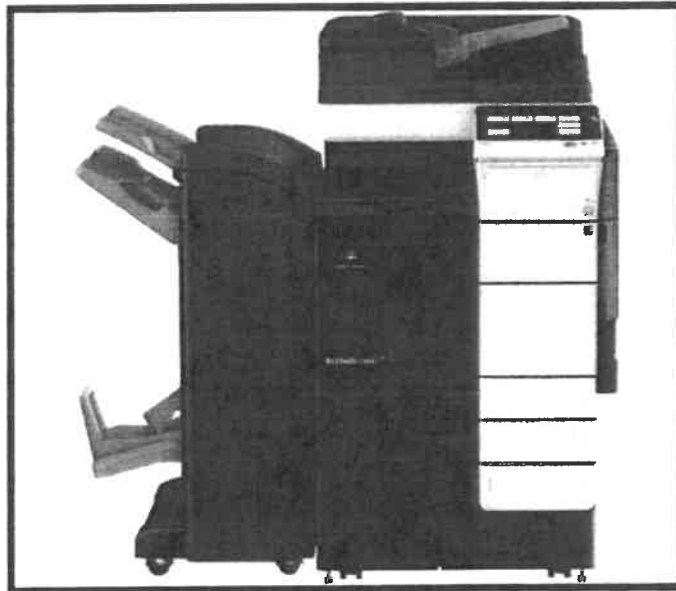


CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel 

12/28/22

DATE

Proposal for: City of Jackson Infrastructure



Advantage Business Systems

5442 Executive Place
Jackson, MS 39206

Donna May (601)362-9192
Cell (601)317-4298



December 8, 2022

City of Jackson Infrastructure
200 S President St
Jackson, MS 39201

Enclosed please find the information on the Konica Minolta Bizhub 360i. I have put into the proposal pricing from Konica Minolta MS State Contract # 8200062059. I hope that we can meet your needs with this pricing and product.

We look forward to continuing to offer you the finest service available. We believe Konica Minolta quality products, blended with our excellent service, are the foundation for a successful partnership.

Thanks again for the opportunity,

Sincerely,

Donna May
Senior Account Executive
Advantage Business Systems

Konica Minolta Overview

Konica Minolta Business Solutions U.S.A., Inc. (KMBS) is a wholly owned subsidiary of Konica Minolta Holdings, Inc., formed through the merger of Konica, Inc. and Minolta Co., Ltd. With more than 200 years of combined experience, Konica Minolta is building on a long and rich history of developing innovative imaging technologies and bringing new products to market. It is a company that continues to create fresh new impressions in the field of imaging by mobilizing its core competencies in optics, printing and copying, scanning and software to create these products and services.

Headquartered in Ramsey, New Jersey, KMBS provides its customers with complete solutions to efficiently create, reproduce, share and manage document-based information. The company provides the essentials of imaging to companies and organizations ranging from small office/home office to workgroups and departments and to large production operations. Its technologically advanced line of products and services include:

- A complete line of high-speed, high-volume document systems, up to 170 ppm and 1.25 million impressions per month.
- A full line of superior quality color imaging systems for corporate, graphics arts and production environments.
- A wide range of multifunctional workgroup and departmental document systems and facsimile machines with advanced functionality such as network scanning and Internet faxing.
- Software solutions designed to bridge the gap between computers and document systems, offering capabilities from easy scan-to-file to automated document manipulation to total workflow process solutions.
- Desktop monochrome and color laser printing systems.
- Professional services for infrastructure management and document process streamlining.
- Advanced scanning and micrographics systems for document imaging.
- World-class sales, service and support through an extensive network of direct sales offices, authorized dealers, resellers and distributors in the United States, Canada, Mexico, Central America and South America.

Advantage Business Systems Overview

Advantage Business Systems was founded in 1976. Since its inception, Advantage Business Systems has grown rapidly to become one of the premier office equipment suppliers in Central Mississippi. The fast growth is attributed to all of our people being dedicated to providing the finest customer service and representing the innovative digital technologies that Minolta offers.

Our dedication to service is exemplified by our multiple Pro-Tech service awards we have earned and the loyalty of thousands of customers in the metro area.

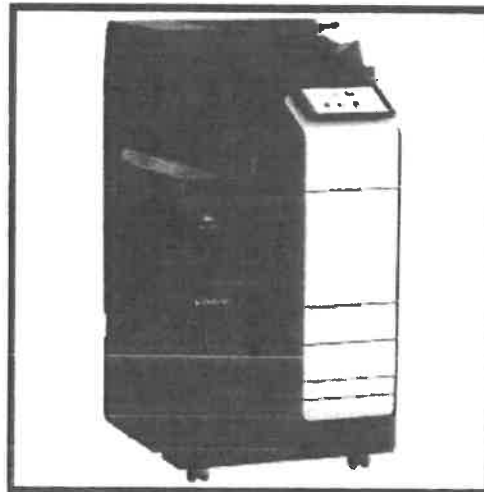
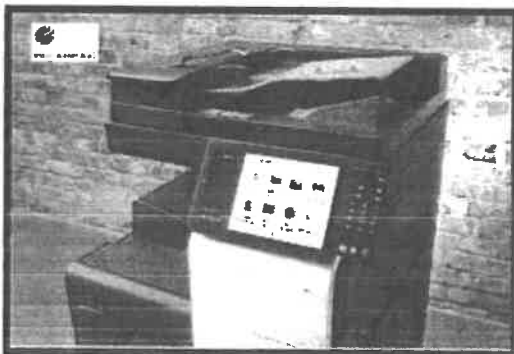
The service we provide is backed by our Performance Uptime Guarantee, which ensures that your equipment is as productive as possible.

We are excited to have the opportunity to serve your company's document management needs now and into the future.

PROPOSED CONFIGURATION

The Konica Minolta Bizhub 360i Digital System provides these features:

- 36 ppm b/w
- 200,000 sheet monthly duty cycle
- Dual Head Scanner
- 1800 x 600dpi scanning
- Warm up time of less than 25 seconds
- 2 X 500 sheet universal cassette, Large Capacity Drawer and 150 sheet intelligent bypass
- Polymerized toner system
- Standard and custom paper size support up to 11" x 17"
- 9" Touch and Swipe Control Panel
- Internal Finisher
- Super 3G Fax
- Network Printing
- Network Color Scanning
- Box Functionality
- Print to/from USB
- PageScope Mobile Print Application (from iPod, iPhone, and iPad or Android device) *



- Bizhub 360i Digital Color Copier/Printer
- Desk
- Super 3G Fax
- Staple Finisher

Your investment:

48 Month Rental:
\$132.00

Maintenance Program:

- ❖ All toner cartridges
- ❖ All other consumables except paper
- ❖ All parts, drums, labor and service calls
- ❖ Preventative maintenance procedures
- ❖ Unlimited on-site customer training
- ❖ Can be billed monthly, quarterly or annually

Billed monthly @ \$.0079 for all b/w copies.
(based on single sided, letter sized image)

#17

**ORDER RATIFYING A CONTRACT WITH HEMPHILL
CONSTRUCTION COMPANY, INC. FOR SANITARY SEWER
EMERGENCY REPAIR WORK AT FOREST AVENUE AND WATKINS
DRIVE AND AUTHORIZING THE MAYOR TO EXECUTE CHANGE
ORDER #1/FINAL AND AUTHORIZING FINAL PAYMENT AND
PUBLICATION OF THE NOTICE OF COMPLETION**

OFFICE OF THE CITY ATTORNEY
JAN 31 2023

WHEREAS, a sanitary sewer line that crosses Forest Avenue and Watkins Drive recently failed in two locations resulting in sewer overflowing out of a manhole into the street and roadside ditch; and

WHEREAS, due to the severity of the failures, the City of Jackson needed to hire a contractor to make the necessary repairs to the sewer line and the street; and

WHEREAS, because of these public safety and environmental dangers, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, sealed bids were solicited from three contractors, and a contract was executed with Hemphill Construction Company, Inc., the lowest and best bid of the three sealed bids, for an amount not to exceed \$344,995.00, a copy of which is attached to this Order and made a part of these minutes.

WHEREAS, upon completion of the work, the total charges were \$339,410.00, resulting a reduction in the contract amount of \$5,585.00.

IT IS, THEREFORE, ORDERED that the contract with Hemphill Construction Company, Inc. for an amount not to exceed \$344,995.00 for emergency sanitary sewer repair work at Forest Avenue and Watkins Drive is ratified.

IT IS FURTHER ORDERED that the Mayor is authorized to execute Change Order #1/Final to the contract of Hemphill Construction Company, Inc. reducing the contract amount by \$5,585.00 to a final contract amount of \$339,410.00.

IT IS FURTHER ORDERED that payment in the amount of \$339,410.00 is authorized to Hemphill Construction Company, Inc. for emergency sanitary sewer repair work at Forest Avenue and Watkins Drive.

IT IS FURTHER ORDERED that the Municipal Clerk publish the Notice of Completion for emergency sanitary sewer repair work at Forest Avenue and Watkins Drive.

Agenda Item No.
January 31, 2023
(Wright, Lumumba)

17

**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**

I. REQUEST

There is an ongoing sanitary sewer overflow located in the intersection of Forest Avenue and Watkins Drive. This SSO appears to be caused by a sanitary sewer line collapse. This SSO is located close to Hico Park. The SSO poses a hazard to human health and the environment. Until such time as a new Water and Sewer Term Bid is let and awarded, emergency repairs such as this that were formerly repaired under the Term Bid will need to be repaired under the emergency procurement process as funding becomes available.

This cost of this will be done using funds received from the Infrastructure Modernization Tax.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize a contract to make repairs to the sewer line near the intersection of Forest Avenue and Watkins Drive, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Mary D. Carter, Deputy Director, Water-Sewer Operations. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.

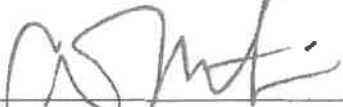


Marlin King
Director, Department of Public Works

0/22/22

DATE

II. REVIEWED AND APPROVED



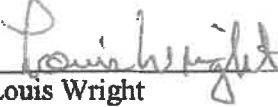
Torri Martin
City Attorney

6/27/22
DATE



Edelis Malembeka
Chief Financial Officer

06/23/22
DATE




Louis Wright
Chief Administrative Officer

06/23/22
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that a sewer collapse causing an ongoing sanitary sewer overflow constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that a contract to make repairs to the sanitary sewer line near the intersection of Forest Avenue and Watkins Drive, is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective June 15, 2022.

 CRM

CHOKWE A. LUMUMBA
Mayor

6/30/2022
DATE

Department of Public Works



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

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

TO: Marlin King, Director, Department of Public Works

FROM: Mary D. Carter, Deputy Director, Water-Sewer Operations

RE: Emergency Procurement for Sewer Repairs at Intersection of Forest Avenue and Watkins Drive

DATE: June 22, 2022

There is an ongoing sanitary sewer overflow located in the intersection of Forest Avenue and Watkins Drive. This SSO appears to be caused by a sanitary sewer line collapse. This SSO is located close to Hico Park. The SSO poses a hazard to human health and the environment. Until such time as a new Water and Sewer Term Bid is let and awarded, emergency repairs such as this that were formerly repaired under the Term Bid will need to be repaired under the emergency procurement process as funding becomes available.

This cost of this will be done using funds received from the Infrastructure Modernization Tax.


Please let me know if you have any questions.

CERTIFIED BID TABULATION

Forest/Watkins Sewer Emergency

Item	Description	Quantity	Units	Hemphill Construction Co., Inc.			Delta Constructors, Inc.			Utility Constructors, Inc.		
				Unit Price	Total	Total	Unit Price	Total	Unit Price	Total		
1	Mobilization	1	LS	\$ 74,000.00	\$ 74,000.00	\$ 96,900.00	\$ 96,900.00	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	
2	Excess Excavation	400	CY (LVM)	\$ 39.00	\$ 15,600.00	\$ 20.00	\$ 8,000.00	\$ 50.00	\$ 20,000.00	\$ 50.00	\$ 20,000.00	
3	Sawcutting of Asphalt Pavement	320	LF	\$ 16.00	\$ 5,120.00	\$ 16.00	\$ 5,120.00	\$ 65.00	\$ 20,800.00	\$ 65.00	\$ 20,800.00	
4	Pavement Removal	150	SY	\$ 68.00	\$ 10,200.00	\$ 39.00	\$ 5,850.00	\$ 75.00	\$ 11,250.00	\$ 75.00	\$ 11,250.00	
5	8" PVC SDR 26 Sewer Main Replacement (8' - 10' Depth)	150	LF	\$ 414.00	\$ 62,100.00	\$ 380.00	\$ 57,000.00	\$ 450.00	\$ 67,500.00	\$ 450.00	\$ 67,500.00	
6	Connection to Existing Sewer Manhole	4	EA	\$ 4,000.00	\$ 16,000.00	\$ 2,500.00	\$ 10,000.00	\$ 5,000.00	\$ 20,000.00	\$ 5,000.00	\$ 20,000.00	
7	Bypass Pumping of Sewer Main	20	DAY	\$ 2,500.00	\$ 50,000.00	\$ 1,200.00	\$ 24,000.00	\$ 2,000.00	\$ 40,000.00	\$ 2,000.00	\$ 40,000.00	
8	Undercut	30	CY (LVM)	\$ 12.00	\$ 360.00	\$ 25.00	\$ 750.00	\$ 25.00	\$ 750.00	\$ 25.00	\$ 750.00	
9	Select Backfill material	360	CY (LVM)	\$ 36.00	\$ 12,960.00	\$ 35.00	\$ 12,600.00	\$ 38.00	\$ 13,680.00	\$ 38.00	\$ 13,680.00	
10	610 Crushed Limestone	100	TON	\$ 75.00	\$ 7,500.00	\$ 85.00	\$ 8,500.00	\$ 115.00	\$ 11,500.00	\$ 115.00	\$ 11,500.00	
11	Base Course Asphalt (4" Thickness)	34	TON	\$ 520.00	\$ 17,680.00	\$ 330.00	\$ 11,220.00	\$ 250.00	\$ 8,500.00	\$ 250.00	\$ 8,500.00	
12	Surface Course Asphalt (2" Thickness)	17	TON	\$ 470.00	\$ 7,990.00	\$ 380.00	\$ 6,460.00	\$ 295.00	\$ 5,015.00	\$ 295.00	\$ 5,015.00	
13	Curr and Gutter Replacement	60	LF	\$ 85.00	\$ 5,100.00	\$ 110.00	\$ 6,600.00	\$ 45.00	\$ 2,700.00	\$ 45.00	\$ 2,700.00	
14	Maintenance of Traffic	1	LS	\$ 28,885.00	\$ 28,885.00	\$ 75,000.00	\$ 75,000.00	\$ 29,000.00	\$ 29,000.00	\$ 29,000.00	\$ 29,000.00	
15	Contingency Allowance (\$25,000)	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	
16	TV & Heavy Cleaning 8" to 10" Sewer Main	1	DAY	\$ 6,500.00	\$ 6,500.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
Total Bid					\$ 344,995.00		\$ 365,000.00		\$ 385,695.00		\$ 385,695.00	

I certify this is a true and accurate tabulation of the bids received by the Engineering Division at 2:30 p.m., June 17, 2022.

Robert Lee

 Robert Lee, P. 19182
 Active Professional Engineer
 State of Mississippi

CONTRACT

This Contract, made this the 5th day of July, 2022 by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Hemphill Construction Company, Inc. located in Florence, Mississippi, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of the Forest Avenue and Watkins Drive Sewer Emergency Repair Project and being more completely described in the Bid Form for the project.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within one day after the time of the NOTICE TO PROCEED and will work as directed by the City Utility Manager or the City Engineering Manager until such time as the work described in the Bid Form for this project is complete, including Alternate No. 1.
3. The term "CONTRACT DOCUMENTS" means and includes CONTRACTOR'S bid, Contract, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Special Provisions (if any), Notice to Proceed, and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefor as stated in the June 16, 2022 Bid Form, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for other work authorized and performed; which shall not exceed the sum of Three Hundred Forty Four Thousand Nine Hundred Ninety Five Dollars and No Cents (\$344,995.00), in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the

nature of the work, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.

5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.
6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in the Emergency Contract Supplements and Amendments.
7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.
8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Three Hundred Forty Four Thousand Nine Hundred Ninety Five Dollars and No Cents (\$344,995.00).
9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Three Hundred Forty Four Thousand Nine Hundred Ninety Five Dollars and No Cents (\$344,995.00).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this

Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.

12. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications, amended by the Emergency Contract Supplements and Amendments.
13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly, the Special Provisions.
14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to guaranty the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.


(This portion of this page let blank intentionally)

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in four (4) counterparts, each of which shall be deemed an original on the date first above written.


CITY OF JACKSON, MISSISSIPPI

HEMPHILL CONSTRUCTION COMPANY, INC.
CONTRACTOR

BY


Mayor *7/26/2022* *CPM*

By:


Richard A. Kula, President

ATTEST


City Clerk

ATTEST


Mary Beth Harrison, Secretary

(Seal)

(Seal)

CORPORATE CERTIFICATE

I, Mary Beth Harrison certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that Richard A. Rula, who signed said Contract on behalf of the CONTRACTOR was then President of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.


Secretary

Corporate Seal

PARTNERSHIP CERTIFICATE

STATE OF _____
ss. _____
COUNTY OF N/A

On this _____ day of _____, 20____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consist of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the County of _____

Notary Seal

State of _____

My Commission Expires:

PERFORMANCE BOND

Bond # K40541391

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

Forest Avenue and Watkins Drive Sewer Emergency Repair Project
City Project No. _____

KNOW ALL MEN BY THESE PRESENTS: that

Hemphill Construction Company, Inc.

(Name of CONTRACTOR)

P O Drawer 879 Florence MS 39073-0879

(Address of CONTRACTOR)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Federal Insurance Company

(Name of Surety)

P O Box 1650 Whitehouse Station NJ 08889-1650

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

CITY OF JACKSON

219 South President Street, P.O. Box 17, Jackson, Mississippi 39205

hereinafter called OWNER, in the penal sum of _____

Three Hundred Forty-Four Thousand Nine Hundred Ninety-Five Dollars (\$ 344,995.00) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 5th day of July, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

City Project No.

Forest Avenue & Watkins Drive Sewer Emergency Repair Project

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the 5th day of July, 2022

ATTEST:


(Principal) Secretary Mary Beth Harrison

(SEAL)

Hemphill Construction Company, Inc.

CONTRACTOR

BY:  (S)
Richard A. Rula, President

P O Drawer 879 Florence MS 39073-0879
Address

Witness as to Principal

P O Drawer 879

Address

Florence MS 39073-0879

ATTEST:


(Surety) Secretary Dawn M. Cloros

(SEAL)


Witness as to Surety
2640 South Frontage Road

Address

Vicksburg MS 39180

Federal Insurance Company

Surety

BY: 
Attorney-in-Fact Mary Anne Goodin

P O Box 1650

Address

Whitehouse Station NJ 08889-1650

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2018.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1st day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316506
Commission Expires July 18, 2024

Signature of Katherine J. Adelaar, Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

5th day of July, 2022
Dawn M. Chloros



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

PAYMENT BOND

Bond # K40541391

STATE OF MISSISSIPPI

COUNTY OF HINDS

Forest Avenue and Watkins Drive Sewer Emergency Repair Project

City Project No. _____

KNOW ALL MEN BY THESE PRESENTS: that

Hemphill Construction Company, Inc.

(Name of CONTRACTOR)

P O Drawer 879 Florence MS 39073-0879

(Address of CONTRACTOR)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Federal Insurance Company

(Name of Surety)

P O Box 1650 Whitehouse Station NJ 08889-1650

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

CITY OF JACKSON

219 South President Street, P.O. Box 17, Jackson, Mississippi

hereinafter called OWNER, in the penal sum of Three Hundred Forty-Four Thousand Nine Hundred Ninety-Five
Dollars (\$ 344,995.00) in lawful
money of the United States of America, for the payment of which sum well and truly to be made,
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the 5th day of July, 2023
a copy of which is hereto attached and made a part hereof for the construction of:

City Project No.

Forest Avenue & Watkins Drive Sewer Emergency Repair Project


NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUBCONTRACTORS and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the 5th day of July, 2022

ATTEST:


(Principal) Secretary Mary Beth Harrison

(SEAL)

Hemphill Construction Company, Inc.
CONTRACTOR

BY:  (s)
Richard A. Rula, President

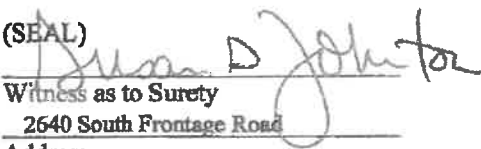
P O Drawer 879 Florence MS 39073-0879
Address

Witness as to Principal
P O Drawer 879
Address
Florence MS 39073-0879

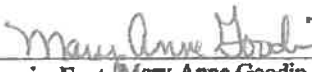
ATTEST:


(Surety) Secretary Dawn M. Chloros

(SEAL)


Witness as to Surety
2640 South Frontage Road
Address
Vicksburg MS 39180

Federal Insurance Company
Surety

BY: 
Attorney-in-Fact Mary Anne Goodin
P O Box 1650
Address
Whitehouse Station NJ 08889-1650

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

02/24/2020

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi

such as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by the authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2918888
Commission Expires July 16, 2024

Signature of Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:
RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
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(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (1) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(2) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

5th day of July, 2022
Dawn M. Chloros



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 909-3493 Fax (908) 909-3656 e-mail surety@chubb.com



ADDITIONAL REMARKS SCHEDULE

AGENCY Fisher Brown Bottrell Insurance, Inc.		NAMED INSURED Hemphill Construction Company, Inc. Drawer 879 Florence, MS 39073	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Certificate Wording

The general liability, automobile liability & Umbrella Liability policies contain blanket additional insured wording on a primary/non-contributory basis when required by written contract. General liability includes ongoing and completed operations for Additional Insureds when required by written contract. General Liability, Automobile Liability, Workers Compensation & Umbrella Liability policies contain blanket waiver of subrogation wording when required by written contract. Blanket 30 day notice of cancellation to certificate holders in regards to General Liability, Auto Liability and Workers Compensation when required by written contract. Richard Rula and Stephen Rula are excluded from Workers Compensation Coverage. All coverage is subject to policy terms, conditions and exclusions.

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

FEDERAL INSURANCE COMPANY BOND NO. K40541391

PROJECT: Forest Avenue and Watkins Drive Sewer Emergency Repair Project

TO (Owner)
City of Jackson
P O Box 17
Jackson MS 39205

ARCHITECT'S PROJECT NO.:
CONTRACT FOR: SAME AS ABOVE
CONTRACT DATE: July 2, 2022

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

FEDERAL INSURANCE COMPANY
P O Box 1650
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Hemphill Construction Company, Inc.
P O Drawer 879
Florence, MS 39073-0879

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Jackson
P O Box 17
Jackson MS 39205

, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 14 day of November, 2022.

FEDERAL INSURANCE COMPANY
Surety Company

Mary Anne Goodin
Signature of Authorized Representative

Mary Anne Goodin
Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF
DEBTS AND CLAIMS, Current Edition

CONSENT OF SURETY COMPANY TO FINAL PAYMENT, APRIL 1970 EDITION, AIA ©
© 1970, THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

ONE PAGE

FORM 15-10-87 (ED. 4-77)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodlin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

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Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

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- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
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- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **November 14, 2022**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

January 17, 2023

DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	RATIFYING A CONTRACT WITH HEMPHILL FOR EMERGENCY SANITARY SEWER REPAIR WORK AT FOREST AVE AND WATKINS DR																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	6. Infrastructure and Transportation 7. Quality of Life																																													
3.	Who will be affected	Residents on the City sewer system in and around Forest Ave and Watkins Dr																																													
4.	Benefits	Replacement of a failed sewer line at Forest Ave and Watkins Dr																																													
5.	Schedule (beginning date)	Ratification upon Council approval																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Forest Ave and Watkins Dr (Ward 2)																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> ▪ <input type="checkbox"/> 	City of Jackson, Department of Public Works, Engineering Division																																													
8.	COST	Final Contract amount: \$339,410.00																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/> 	Modernization Tax Fund 372 372 52290 6824																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Revised 2-04



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Robert Lee, P.E., City Engineer
CC: Louis Wright, Chief Administrative Officer
Date: January 18, 2023
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda ratifying a contract with Hemphill for emergency sanitary sewer repair work at Forest Ave and Watkins Dr. There are two sewer failures beneath the intersection of Watkins Dr and Forest Ave resulting in sewer overflowing out of a manhole into the street and roadside ditch. Because this condition endangers the health and safety of residents, the City invoked the emergency procurement process pursuant to Section 31-7-13 (k) of state law and reached out to three companies for quotes. The sealed quote of Hemphill in the amount not to exceed \$344,995.00 was the lowest of the three quotes. There was a reduction in the cost of the project of \$5,585.00 once the project was complete, which resulted in a final cost of \$339,410.00. This order also authorizes final payment on the project.

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

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 3779
Jackson, Mississippi 39201-2779
Telephone: (601) 961-5799
Facsimile: (601) 961-1756
2023

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING A CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR SANITARY SEWER EMERGENCY REPAIR WORK AT FOREST AVENUE AND WATKINS DRIVE AND AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1/FINAL AND AUTHORIZING FINAL PAYMENT AND PUBLICATION OF THE NOTICE OF COMPLETION** is legally sufficient for placement in NOVUS Agenda.



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

1/25/23
DATE

#18

**ORDER RATIFYING PROCUREMENT OF SERVICES FROM SANSOM
EQUIPMENT COMPANY AND AUTHORIZING PAYMENTS TO SAID
VENDOR FOR THE DEPARTMENT OF PUBLIC WORKS SEWER
MAINTENANCE DIVISION**

OFFICE OF THE CITY ATTORNEY
1/25/2023
[Signature]

WHEREAS, the Sewer Maintenance Division of the Department of Public Works had need of certain services and parts necessary to the operation and maintenance of Sewer Maintenance equipment; and

WHEREAS, due to exigent circumstances, the procurement of these necessary services from Sansom Equipment Company 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 Sewer Maintenance Division for repairs to various equipment, and said repairs have been completed.

IT IS, THEREFORE, ORDERED that payment in the amount of \$7,489.41 to Sansom Equipment Company be made consistent with the attached invoices.

Agenda Item No.
January 31, 2023
(Wright, Lumumba)

#18



2800 Powell Avenue South
Birmingham, AL 35233
(800) 501-0757

3196 US Highway 231 North
Shelbyville, TN 37160
(615) 696-7066

2025 West I-85 Service Road North
Mobile, AL 36618
(800) 435-3044

2601 South Stone Mountain Lithonia Road
Stonecrest, GA 30058
(706) 685-6900

Ship To: City of Jackson
4225 Michael Avalon St.
Bldg C
Jackson MS. 39209

Invoice To: CITY OF JACKSON, MS
P O BOX 17
JACKSON MS 39205

Attention: RANDY SPELL

Branch BIRMINGHAM			*REPRINT* CNYYYY		
Date 11/15/22	Time 10:21:07 (O)	Page 01			
Account No JACKS001	Phone No 6019601868	Inv No P03537			
Ship Via UPS GROUND	Purchase Order TK717 99230115				
Tax ID No					
					Salesperson JUD / JUD

PARTS INVOICE

ORDER#: 003542

Part#	Description	Bin	ORD	ISS	SHF	B/O	UTTTT	Price	Amount
LHD-30.08	1/2 CHISEL POIN BC4D10		2	2	2			308.00	616.00
	1/2 CHISEL POINT								
LHD-31.08	1/2 AQUADRILL N BVAN1		1	1	1			422.00	422.00
	1/2 AQUADRILL NOZZLE								
LHD-30.16	1" CHISEL POINT BC4D10		2	2	2			459.00	918.00
	1" CHISEL (6)M6 2.5 AND (4)M6 1.5 JETS								
	TO MAKE 80@2000								
LHD-40.16	1 RADIAL - HIGH BVAN1		1	1	1			487.00	487.00
	1 RADIAL - HIGH CLEANING								
FRT	FREIGHT		1	1	1			50.00	50.00
JUD1115								TOTAL PRICE	2493.00

Please remit payment to: PO Box 938, Birmingham, AL 35201

Check us out online at: www.secequip.com

Sansom Equipment Company |
 @secequipment

X

Received By

Thank You For Your Business!



2800 Powell Avenue South
Birmingham, AL 35233
(800) 501-0757

2025 West I-65 Service Road North
Mobile, AL 36618
(800) 435-3044

3196 US Highway 231 North
Shelbyville, TN 37160
(615) 896-7066

2601 South Stone Mountain Lithonia Road
Stonecrest, GA 30058
(706) 685-6900

Ship To: City of Jackson
4225 Michael Avalon St.
Bldg C
Jackson MS. 39209

Invoice To: CITY OF JACKSON, MS
P O BOX 17
JACKSON MS 39205

Attention: RANDY SPELL

Branch MOBILE			*REPRINT* C N N Y Y Y		
Date 11/18/22	Time 10:28:37 (O)	Page 01			
Account No JACKS001	Phone No 6019601868	Inv No P03745			
Ship Via UPS		Purchase Order 99230191			
Tax ID No					
					Salesperson KPJ / KPJ

PARTS INVOICE

ORDER#: 003524

Freight Terms: GROUND

Part#	Description	Bin	ORD	ISS	SHP	B/O	UTTTT	Price	Amount
43923A-30	ROLLER CHAIN,50 MC5D3		1	1	1			44.59	44.59
	ROLLER CHAIN,50X2,51LG,81 P1TC								
20692-30	LINK RC50-2 CON MC5D1		1	1	1			5.27	5.27
	LINK RC50-2 CONNECTING								
FRT	FREIGHT		1	1	1			19.05	19.05
TS1118								TOTAL PRICE	68.91

Please remit payment to: PO Box 938, Birmingham, AL 35201

X

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in @ Sansom Equipment Company | @secequipment

Thank You For Your Business!



2800 Powell Avenue South
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(800) 501-0757

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(800) 435-3044

2601 South Stone Mountain Lithonia Road
Stonecrest, GA 30058
(706) 685-6900

Ship To: City of Jackson
4225 Michael Avalon St.
Bldg C
Jackson MS. 39209

Invoice To: CITY OF JACKSON, MS
P O BOX 17
JACKSON MS 39205

Branch MOBILE			*REPRINT*		
Date	Time	Page			
11/10/22	23:02:03 (B)	01			
Account No	Phone No	Inv No			
JACKS001	6019601868	W02256			
Ship Via	Purchase Order				
	99230167				
Tax ID No					
	Salesperson				
	HMC				

SERVICE INVOICE

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS
7956 2115 PD PLUS		X 1601V15993	01/14/19	
TK788 COMBO TANDEM	62293	TK7882NDWHITETRUCK80		

SEGMENT# 1 C HC01 NA 10/27/22 10/27/22 8.91 HRS
CIRCUIT BREAKER ISSUE

COMPLAINT:

CIRCUIT BREAKER KEEPS KICKING IT OUT.
RANDY SPELL (601)720-6842

CAUSE:

traveled to customer location troubleshot unit and was able to get unit to engage but only by bypassing wiring in harness and sensor.

CORRECTION:

unit will need to come to shop for full diagnostic and repairs.

10400000	LABOR	1336.50
	SEGMENT TOTAL==>	1336.50

***** WORK ORDER TOTALS *****

LABOR	1336.50
SHOP FUEL	244.50
TOTAL PRICE	1581.00

HC

Please remit payment to: PO Box 938, Birmingham, AL 35201

X

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Sansom Equipment Company |

 @secequipment

Thank You For Your Business!



2800 Powell Avenue South
Birmingham, AL 35233
(800) 501-0757

2025 West I-65 Service Road North
Mobile, AL 36618
(800) 435-3044

3196 US Highway 231 North
Shelbyville, TN 37160
(615) 696-7066

2601 South Stone Mountain Lithonia Road
Stonecrest, GA 30058
(706) 685-6900

Ship To: City of Jackson
4225-B Michael Avalon Street
Jackson, Ms. 39209

Invoice To: CITY OF JACKSON, MS
P O BOX 17
JACKSON MS 39205

Branch		
MOBILE		*REPRINT*
Date	Time	Page
11/10/22	23:02:04 (B)	01
Account No	Phone No	Inv No
JACKS001	6019601868	W02257
Ship Via	Purchase Order	
	99230168	
Tax ID No		
	Salesperson	
	HMC	

SERVICE INVOICE

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS
8064	2115 PD PLUS	X 1605V16203	06/02/19	
TK790	COMBO TANDEM	57328 TK790802500		

SEGMENT# 1 C HC01 NA 10/27/22 10/28/22 10.68 HRS

CIRCUIT BREAKER ISSUE

COMPLAINT:

CIRCUIT BREAKER ISSUE - BREAKER KICKING OFF.
RANDY SPELL (601)720-6842

CAUSE:

unit throwing breaker on front power circuit intermittent .

CORRECTION:

I reset the breaker and showed operator pump off out of home position possible issue . ran unit on site then took and filled to jet a line in field but was not able to replicate issue again . unit does need full service and has intermittent short in harness and will need to come to shop for repairs.

10400000	LABOR	1602.00
	SEGMENT TOTAL==>	1602.00

***** WORK ORDER TOTALS *****

HC	LABOR	1602.00
	TOTAL PRICE	1602.00

Please remit payment to: PO Box 938, Birmingham, AL 35201

X

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Thank You For Your Business!



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Birmingham, AL 35233
(800) 501-0757

3196 US Highway 231 North
Shelbyville, TN 37160
(615) 696-7066

2025 West I-65 Service Road North
Mobile, AL 36618
(800) 435-3044

2601 South Stone Mountain Lithonia Road
Stonecrest, GA 30058
(706) 685-6900

Ship To: City of Jackson
4225-B Michael Avalon Street
Jackson, Ms. 39209

Invoice To: CITY OF JACKSON, MS
P O BOX 17
JACKSON MS 39205

Branch		
MOBILE		*REPRINT*
Date	Time	Page
11/10/22	23:02:06 (B)	01
Account No	Phone No	Inv No
JACKS001	6019601868	W02258
Ship Via	Purchase Order	
	99230169	
Tax ID No		
	Salesperson	
	HMC	

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
6759	VACTOR COMBO		X 0905V11759	06/03/14	
718	COMBO TANDEM	17214			

SEGMENT# 1 C HC01 NA 10/27/22 11/09/22 10.00 HRS
4TH GEAR LOCKED UP

COMPLAINT:

4TH GEAR LOCKED
RANDY SPELL 6017206842

CAUSE:

unit unable to go into work or road mode

CORRECTION:

was able to manually shift unit to test but will need several repairs and maintenance done at shop.

10400000	LABOR	1500.00
	SEGMENT TOTAL==>	1500.00

HC

***** WORK ORDER TOTALS *****
LABOR 1500.00
SHOP FUEL 244.50
TOTAL PRICE 1744.50

Please remit payment to: PO Box 938, Birmingham, AL 35201

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CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

1/6/2023
DATE

P O I N T S		C O M M E N T S						
1.	Brief Description/Purpose	ORDER RATIFYING PROCUREMENT OF SERVICES FROM SANSOM EQUIPMENT COMPANY AND AUTHORIZING PAYMENTS TO SAID VENDOR FOR THE DEPARTMENT OF PUBLIC WORKS SEWER MAINTENANCE DIVISION						
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure & Transportation						
3.	Who will be affected	Department of Public Works / Sewer Maintenance Division						
4.	Benefits	Combo/Jet Truck Repairs						
5.	Schedule (beginning date)	Upon Council Approval						
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City Wide						
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works						
8.	COST	\$7,489.41						
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Water Sewer Enterprise Fund						
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	_____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Robert Lee, P.E., City Engineer
CC: Louis Wright, Chief Administrative Officer
Date: January 6, 2023
Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item authorizing payment to Sansom Equipment Company for services rendered for the Sewer Maintenance Division. Sansom, which is located in Mobile AL, is the sole regional vendor that can make certain repairs to combo/jet trucks used by Sewer maintenance and also by Bridges & Drainage. All work under the invoices was completed and need to be paid.


It is the recommendation of this office that this item be approved. If you have any questions, please call me.

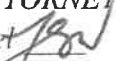
Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2778
Jackson, Mississippi 39207-2778
Telephone: (601) 960-1756
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF REPAIR SERVICES FROM SANSOM EQUIPMENT COMPANY AND AUTHORIZING PAYMENTS TO SAID VENDOR FOR THE DEPARTMENT OF PUBLIC WORKS SEWER MAINTENANCE DIVISION** is legally sufficient for placement in NOVUS Agenda.



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



DATE

#19

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN
ENGINEERING SERVICES AGREEMENT WITH SOUTHERN
CONSULTANTS, INC. FOR THE WEST CAPITOL STREET PROJECT
(BOLING STREET TO PRENTISS STREET)**

OFFICE OF THE CITY ATTORNEY
2/6/23
33

WHEREAS, the City of Jackson desires to engage the services of an engineering firm to complete construction engineering and inspection services for the remainder of the West Capitol Street Project from Boling Street to Prentiss Street; and

WHEREAS, the City Engineer is recommending Southern Consultants, Inc. to perform necessary construction engineering and inspection services for the project; and

WHEREAS, the scope of the construction phase services require Southern Consultants, Inc. to make period visits to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents and construction schedule; and

WHEREAS, during such visits and on the basis of these on-site observations as an experienced and qualified design professional, Southern Consultants, Inc. will keep the City Engineer informed as to the progress of the work, will endeavor to guard the OWNER against deficiencies in the work of the Contractor, and will notify the City Engineer if the observed work fails to conform to the Contract Documents; and

WHEREAS, during construction, Southern Consultants, Inc. will schedule and conduct monthly progress meetings with the City Engineer, the Contractor and any subcontractors at the construction site to discuss progress, project schedules, problems, conflicts and observations of Southern Consultants, Inc., Contractor or the City Engineer; and

WHEREAS, Southern Consultants, Inc. shall also prepare a construction progress report monthly in a format acceptable to the City Engineer, which progress report shall be submitted by the tenth of each month for the preceding months of work and shall accompany the Southern Consultant's and Contractor's monthly application for payment; and

WHEREAS, Southern Consultants, Inc. shall provide one or more full-time Resident Project Representatives who shall supplement the periodic visits to the construction site by one of Southern Consultants, Inc.'s licensed engineers; and

WHEREAS, the Resident Project Representative shall:

- (1) Liaison:
 - a. Serve as Southern Consultants, Inc.'s liaison with Contractor working principally through the Contractor's field superintendent.

Agenda Item No. #19
January 31, 2023
(Wright, Lumumba)

- b. Assist the Contractor in the Contractor's dealing with the various local agencies having jurisdiction over the Project in order to complete service connections to public utilities and facilities.
 - c. Assist Southern Consultants, Inc. in obtaining from the City Engineer additional details or information when required at the job site for proper execution of the work.
- (2) Approvals: When required, assist Southern Consultants, Inc. in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
- (3) Samples: Assist Southern Consultants, Inc. in obtaining field samples of materials delivered to the site that are required to be furnished and keep record of actions taken by Southern Consultants, Inc.
- (4) Shop Drawings:
- a. Receive approved shop drawings and other submissions from Southern Consultants, Inc.; record data received; maintain a file of the drawings and submissions.
 - b. Alert the Contractor's field superintendent when the Resident Project Representative observes materials or equipment being installed before approval of shop drawings or samples, where such are required, and advise Southern Consultants, Inc. when the Resident Project Representative believes it necessary to disapprove work as failing to conform to the Contract Documents.
- (5) Review of Work, Inspection and Tests:
- a. Conduct on-site observations of the work in progress to assist Southern Consultants, Inc. in determining that the Project is proceeding in accordance with the Contract Documents.
 - b. Verify that tests, which are required by the Contract Documents, are conducted and that the Contractor maintains adequate records thereof; observe, record, and report to Southern Consultants, Inc. appropriate details related to the test procedures and start-ups.
 - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project; record the outcome of these inspections and report to Southern Consultants, Inc.

(6) Interpretation of Contract Documents:

Transmit to the Contractor Southern Consultants, Inc.'s interpretations of the Contract Documents.

(7) Modifications: Consider and evaluate the Contractor's suggestions for modifications to drawings or specifications and report them with recommendations to Southern Consultants, Inc..

(8) Records:

- a. Maintain at the job site orderly files for reproductions of original Contract Documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract, Southern Consultants, Inc.'s interpretations of the Contract Documents, progress reports and other Project related documents.
- b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing procedures.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major material suppliers.
- d. Maintain a set of drawings on which changes authorized by the Southern Consultants, Inc. are noted and deliver to Southern Consultants, Inc. at the completion of the Project.

(9) Reports:

- a. Furnish to Southern Consultants, Inc. periodic reports, as required, of progress of the Project and the Contractor's compliance with the approved construction schedule.
- b. Consult with Southern Consultants, Inc. in advance of scheduled major tests or start of important phases of the Project.

(10) Payment Requisition: Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to Southern Consultants, Inc., noting particularly their relation to the work completed, and materials and equipment delivered at the site.

(11) Completion:

- a. Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- b. Conduct final inspection in the company of Southern Consultants, Inc. and the OWNER. Prepare a final list of items to be corrected and submit this list to the Contractor.

- c. Verify that all items on final list have been corrected and make recommendations to Southern Consultants, Inc. concerning acceptance.

WHEREAS, Southern Consultants, Inc. has provided a cost estimate of \$210,000.00 to provide construction engineering and inspection services for the project; and

WHEREAS, the costs incurred in the performance of these Services shall not exceed the lump sum amount of \$210,000.00 without formally amending the Agreement prior to incurring additional costs and payment shall be made on a lump sum basis of \$35,000.00 per month up to six months, should the project be completed in less than six months, the final amount shall be reduced accordingly.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute an engineering inspection services agreement with Southern Consultants, Inc. for the West Capitol Street Project (Boling Street to Prentiss Street) including the customary terms and the scope of work set forth above for an amount not to exceed \$210,000.00 without formally amending the agreement prior to incurring additional costs.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

January 25, 2023

DATE

POINTS		COMMENTS
1.	Brief Description	Order authorizing the Mayor to execute an engineering agreement with Southern Consultants for the W Capitol St Project
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6, 7
3.	Who will be affected	Residents, businesses, and motorists along W Capitol St
4.	Benefits	Provide CE&I services for the remainder of the active street construction project
5.	Schedule (beginning date)	After City Council approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	W Capitol St (Boling St to Prentiss St) (Ward 5)
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	Not to exceed \$210,000.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	1% Sales Tax
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Robert Lee, P.E., City Engineer
CC: Louis Wright, Chief Administrative Officer
Date: January 25, 2023
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute an engineering and services agreement with Southern Consultants, Inc. for the W Capitol Street. The City selected Southern Consultants for remaining CE&I work. The amount of the proposed contract will not exceed \$210,000.00.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street
Post Office Box 1774
Jackson, Mississippi 39207-2778
Telephone: (601) 960-1799
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY
4/25/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH SOUTHERN CONSULTANTS, INC. FOR THE WEST CAPITOL STREET PROJECT (BOLING STREET TO PRENTISS STREET)** is legally sufficient for placement in NOVUS Agenda.

CATORIA P. MARTIN, CITY ATTORNEY

Terry Williamson, *Legal Counsel*

4/25/23

DATE

**AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN
THE CITY OF JACKSON, MISSISSIPPI
AND
SOUTHERN CONSULTANTS, INC.
FOR
WEST CAPITOL STREET PROJECT
(Boling Street to Prentiss Street)**

THIS AGREEMENT, made this _____ day of _____, 2023, by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter called OWNER, and **SOUTHERN CONSULTANTS, INC.** "A Woman's Business Enterprise" having its principal place of business at 5740 County Cork Road, Jackson, Mississippi and mailing address of 5740 County Cork Road, Jackson, Mississippi 39206, hereinafter called the ENGINEER.

WHEREAS, the OWNER has decided to retain professional engineering services for construction phase services for the completion of West Capitol Street (Boling Street to Prentiss Street); and

WHEREAS, the contractor has completed approximately three-quarters of the work; and

WHEREAS, the City Council approved Change Order No. 2 to the construction contract on 10-25-2022, adding \$2,187,531.38 and included an additional 180± calendar days to complete the project; and

WHEREAS, the ENGINEER is willing to render such engineering services in accordance with Exhibit C for the consideration and upon the terms hereinafter stated;

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

SECTION 1 - FACILITIES TO BE CONSTRUCTED

- A. The work to be performed under this Agreement consists of providing construction engineering services for the design and the completion of West Capitol Street (Boling St. to Prentiss St.) and as defined in Appendix A of this Agreement.

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

- (1) Exhibit A: "Scope of Work" – (Page A-1).
- (2) Exhibit B: "Scope of Engineering Services" (Pages B-1 through B-5).
- (3) Exhibit C: "Compensation for Professional Services" (Pages C-1 through C-2).
- (4) Exhibit D: "Schedule of Work" (Page D-1).

SECTION 2 - BASIC ENGINEERING AND TECHNICAL SERVICES

- A. The ENGINEER shall provide customary construction phase engineering services for the completion of the project. Services to include: Overall project management, field changes and modifications by the Project Engineer, and onsite Project Observation to insure the work is completed in substantial compliance with the Contract Documents and Drawings.
- B. By executing this Agreement, the OWNER authorizes the ENGINEER to provide construction phase engineering services for the West Capitol Street project in accordance with Scope of Work described in Exhibit A and compensation shall be in accordance with Exhibit C. The OWNER shall compensate the ENGINEER for these services in accordance with the provisions of Section 7 of this Agreement and Exhibit C. The ENGINEER agrees to perform the work in accordance with Exhibit D.

SECTION 3 - ADDITIONAL SERVICES BY ENGINEER

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

SECTION 4 - SERVICES TO BE PROVIDED BY THE OWNER

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

- A. Provide a minimum of two (2) sets of the Contract Drawings and (2) copies of the Executed Construction Contract, for use in performing the services outlined.
- B. Assist the ENGINEER by placing at his disposal available information pertinent to the work including previous reports, "as-built" drawings of existing facilities, and other data relative to design or construction of the work.
- C. Furnish to the ENGINEER, as required for performance of the ENGINEER's services, the results of laboratory tests, inspections, exploration studies, or any other special data.
- D. Arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services included under this Agreement.
- E. Designate in writing a person(s) to act as the OWNER's representative with respect to the services to be rendered under this Agreement.
- F. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of developments that affect the scope or timing of the ENGINEER's services.

SECTION 5 - TIME SCHEDULE

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

SECTION 6 - INSURANCE

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

- A. ENGINEER, will, at its expense carry public liability and contractor's protection liability insurance, each with maximum limits of \$1,000,000/\$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and automobile liability insurance with limits of \$1,000,000/\$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and Workman's Compensation Insurance, and Professional Liability (Errors and Omissions) Policy in the amount of \$500,000.
- B. ENGINEER, shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. ENGINEER, shall provide copies of such policies before commencement of work, but this action will not relieve the ENGINEER of his independent obligation to obtain such insurance.

SECTION 7 - PAYMENT FOR SERVICES

- A. Methods of Payment for Services and Expenses of ENGINEER. The OWNER shall pay the ENGINEER for services rendered under this Agreement in accordance with the provisions of Exhibit C, "Compensation for Professional Services".
- B. Notice to Proceed. The ENGINEER shall not proceed with any work until he has received from the OWNER a written Notice to Proceed. The ENGINEER shall commence work immediately upon receipt of the Notice to Proceed.
- C. Termination. This Agreement may be terminated in whole or in part at any time at the discretion of the OWNER by giving the ENGINEER written notice by registered or certified mail at least ten (10) days in advance of the termination date. In the event the

Agreement is terminated, the ENGINEER shall be compensated for approved costs incurred to the date of termination as well as the percentage of the fixed fee represented by the percentage of the project completed as of the date of termination. The OWNER shall have no exposure or liability to the ENGINEER beyond the date of termination. All work completed by the ENGINEER as of the date of termination will be delivered to the OWNER within ten (10) working days after termination.

SECTION 8 - PERSONNEL AND FACILITIES

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

All subcontractors and personnel to be utilized by the ENGINEER in the performance of the work under this Agreement shall be subject to written approval by the OWNER. The ENGINEER is encouraged by the OWNER to utilize qualified Minority Business Enterprise (MBE) consultants, if available, for subcontract work.

SECTION 9 - AUTHORIZED REPRESENTATIVES OF THE ENGINEER

James S. Stewart, P.E. and/or Michael A. Brownlee, P.E., PLS, are authorized to receive direction from the OWNER and to act on behalf of the ENGINEER for this Project.

SECTION 10 - ACCOUNTING SYSTEMS

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

SECTION 11 - CHANGES TO AGREEMENT

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

SECTION 12—CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION

12.1 ENGINEER acknowledges that he and his employees will comply with the most recently adopted edition of the Standards of Professional Conduct of the American Society of Civil Engineers. In addition to adhering to the Standards of Professional Conduct, ENGINEER agrees to the following terms in the conduct of its business relationship with OWNER:

- 1) ENGINEER shall not undertake to provide engineering services to a client other than OWNER if the relationship with the other client will be directly adverse to the interests of OWNER, unless ENGINEER first consults with and receives the written authorization of OWNER.

- 2) ENGINEER shall not share or otherwise make use of any information relating to the engineering services provided to OWNER or any information obtained through its relationship with OWNER without the first obtaining the authorization of OWNER. It is the intention of the OWNER that this obligation is ongoing and continues in effect following completion of the project.

12.2 In the event that ENGINEER fails in any of its obligations under Section 14.1, OWNER may take one or more of the following actions to protect its interests:

- 1) Suspend the performance of the agreement until ENGINEER provides assurances that it intends to adhere to the said Standards of Professional Conduct;
- 2) Terminate this Agreement upon giving three days written notice of ENGINEER'S failure to adhere to the terms of Section 14.1;
- 3) Debar ENGINEER from future work for OWNER for a period of not less than 6 months. ENGINEER shall not circumvent debarment by performing such future work as a subconsultant for another ENGINEER.
- 4) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

12.3 ENGINEER shall include in every subcontract identical language to this Section 14 and ENGINEER shall be responsible enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject ENGINEER to the remedies available to OWNER for ENGINEER's failure to adhere to the requirements of this Section.

SECTION 16 - ACCEPTANCE


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

All other provisions of the Contract shall remain in effect during the term of the work.

CITY OF JACKSON, MISSISSIPPI

SOUTHERN CONSULTANTS, INC.

Chokwe Antar Lumumba
Mayor



Susan H. Lunardini
President

ATTEST:

ATTEST:

City Clerk



James S. Stewart, P.E., Vice President

EXHIBIT A
CITY OF JACKSON, MISSISSIPPI
WEST CAPITOL STREET PROJECT
(Boling Street to Prentiss Street)

PROJECT DESCRIPTION

The work included in the scope of this Agreement consists of providing Professional Engineering Services in connection with construction phase services for West Capitol Street (Boling Street to Prentiss Street) in the City of Jackson. The work shall include:

Overall project management, engineering necessary to complete the project in general conformance with the Contract Documents and Drawings, and providing onsite project observation.

The Project is more specifically described as follows:

The original project traverses from Boling Street easterly to Prentiss Street. The section from Boling Street to Ellis Avenue has been substantially completed. The section from Ellis Avenue to Prentiss Street is 80% complete on the south side with remaining work being additional sidewalk and driveway replacement, approximately 3,000 feet of sewer rehabilitation (CIPP), and final overlay and permanent striping. The north side of West Capitol from Ellis to Prentiss work includes: Removal of existing curb, driveways, sidewalk, and pavement; Construction of new curb and gutter, driveways, limited sidewalks, minimal subgrade preparation, asphalt base installation, final asphalt surface course and permanent striping.

EXHIBIT B
CITY OF JACKSON, MISSISSIPPI
WEST CAPITOL STREET PROJECT
(Boling Street to Prentiss Street)

SCOPE OF ENGINEERING SERVICES

1.0 CONSTRUCTION PHASE SERVICES INCLUDING RESIDENT PROJECT REPRESENTATIVE

- 1.1 ENGINEER shall make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents and construction schedule. In addition to the periodic visits described herein, the ENGINEER will also provide resident project representatives as specified in Section 4.0 of this exhibit. ENGINEER will not be responsible for the techniques and sequences of construction or the safety precautions incident thereto, unless such techniques and sequences are required by law or specified in the bid documents, and failure to perform the construction work in accordance with the Contract Documents. During such visits and on the basis of these on-site observations as an experienced and qualified design professional, ENGINEER will keep the OWNER informed as to the progress of the work, will endeavor to guard the OWNER against deficiencies in the work of the Contractor, and will notify the OWNER if the observed work fails to conform to the Contract Documents. During construction, the ENGINEER will schedule and conduct monthly progress meetings with the OWNER, the Contractor and any subcontractors at the construction site to discuss progress, project schedules, problems, conflicts and observations of the ENGINEER, Contractor or the OWNER. The monthly progress meeting shall be called by the ENGINEER. The OWNER's designated representative may attend the progress meetings and will be provided with the minutes of all progress meetings. The ENGINEER shall also prepare a construction progress report monthly in a format acceptable to the OWNER. This progress report shall be submitted by the tenth of each month for the preceding months of work and shall accompany the ENGINEER's and Contractor's monthly application for payment.
- 1.2 Check and approve any necessary shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents.
- 1.4 ENGINEER will prepare change orders, if authorized in writing by the OWNER. ENGINEER will act as an initial interpreter of the terms and conditions of the Contract Documents and as the initial judge of the performance thereunder.
- 1.5 The ENGINEER will review the Contractor's application for payment, and supporting data, and determine the amount owed to the Contractor for progress and final payments. Such approvals of payment will constitute a representation to the OWNER, based on such observations and review, that the work has progressed to the point indicated and that, to

the best of ENGINEER's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents, and any qualifications stated in ENGINEER's review of the Contractor's application for payment.

- 1.6 Conduct, in company with the OWNER, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Contract Documents, assemble Project closeout documents (excluding as-built drawings) and recommend approval in writing of final payment to the Contractor.

2.0 **RESIDENT PROJECT SERVICE**

- 2.1 One or more full-time Resident Project Representatives will be furnished and directed by ENGINEER to supplement the periodic visits to the construction site as specified in Section 1.0 of this exhibit.

- 2.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth below:

2.2.1 **General**

The Resident Project Representative is ENGINEER's agent and shall act under the supervision and direction of the ENGINEER. He shall confer with ENGINEER regarding his actions and shall generally communicate with the OWNER only through ENGINEER.

2.2.2 **Duties and Responsibilities**

The Resident Project Representative shall:

- (1) **Liaison:**
 - a. Serve as ENGINEER's liaison with Contractor working principally through the Contractor's field superintendent.
 - b. Assist the Contractor in the Contractor's dealing with the various local agencies having jurisdiction over the Project in order to complete service connections to public utilities and facilities.
 - c. Assist ENGINEER in obtaining from the OWNER additional details or information when required at the job site for proper execution of the work.
- (2) **Approvals:** When required, assist ENGINEER in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
- (3) **Samples:** Assist ENGINEER in obtaining field samples of materials delivered to the site that are required to be furnished and keep record of actions taken by ENGINEER.
- (4) **Shop Drawings:**
 - a. Receive approved shop drawings and other submissions from ENGINEER; record data received; maintain a file of the drawings and submissions.

- b. Alert the Contractor's field superintendent when the Resident Project Representative observes materials or equipment being installed before approval of shop drawings or samples, where such are required, and advise ENGINEER when the Resident Project Representative believes it necessary to disapprove work as failing to conform to the Contract Documents.

(5) Review of Work, Inspection and Tests:

- a. Conduct on-site observations of the work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents.
- b. Verify that tests, which are required by the Contract Documents, are conducted and that the Contractor maintains adequate records thereof; observe, record, and report to ENGINEER appropriate details related to the test procedures and start-ups.
- c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project. Record the outcome of these inspections and report to ENGINEER.

(6) Interpretation of Contract Documents:

Transmit to the Contractor ENGINEER's interpretations of the Contract Documents.

(7) Modifications: Consider and evaluate the Contractor's suggestions for modifications to drawings or specifications and report them with recommendations to ENGINEER.

(8) Records:

- a. Maintain at the job site orderly files for reproductions of original Contract Documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract, ENGINEER's interpretations of the Contract Documents, progress reports and other Project related documents.
- b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing procedures.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major material suppliers.
- d. Maintain a set of drawings on which changes authorized by the ENGINEER are noted and deliver to ENGINEER at the completion of the Project.

(9) Reports:

- a. Furnish to ENGINEER periodic reports, as required, of progress of the Project and the Contractor's compliance with the approved construction schedule.

- b. Consult with ENGINEER in advance of scheduled major tests or start of important phases of the Project.
- (10) Payment Requisition: Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the work completed, and materials and equipment delivered at the site.
- (11) Completion:
- a. Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
 - b. Conduct final inspection in the company of ENGINEER and the OWNER. Prepare a final list of items to be corrected and submit this list to the Contractor.
 - c. Verify that all items on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

2.2.3 Limitations of Authority

Except upon written instructions of ENGINEER, in a format agreed upon by the Resident Project Representative and the ENGINEER, the Resident Project Representative:

- (1) Shall not authorize any deviation from the Contract Documents.
 - (2) Shall not undertake any of the responsibilities of the Contractor, the subcontractors or the Contractor's field superintendent.
 - (3) Shall not expedite the work for the Contractor.
 - (4) Shall not advise on or issue directions relative to any aspect of the construction ways, means, methods, techniques or sequences unless a specific technique or sequence is called for in the Contract Documents.
 - (5) Shall not advise on or issue directions as to safety precautions and programs in connection with the work unless required to do so by the contract documents and specifications, or by Federal, State or Local laws.
 - (6) Shall not authorize the OWNER to occupy the Project in whole or in part prior to final acceptance of the work.
 - (7) Shall not participate in specialized field or laboratory tests.
- 4.3 Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the ENGINEER will endeavor to provide further protection for the OWNER against defects and deficiencies in the work, but the furnishing of such resident project representation shall not make ENGINEER responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents.

5.0 PREPARATION OF RECORD DRAWINGS

For the purposes of this Agreement, Record Drawings are defined as revisions to the original Contract Drawings indicating the changes to the original Drawings, which reflect field changes, change orders and other changes, which occur during construction of the facilities. The Contractor(s) through the Resident Project Representative shall provide the information required to prepare the Record Drawings to ENGINEER. After noting the construction changes and field conditions on the Drawings, ENGINEER will provide one copy of the "marked up" for the roadway section covered under this Agreement. ENGINEER does not have record drawings for the previously completed work and therefore cannot furnish it.

6.0 REPORTING

- 6.1 The ENGINEER shall submit a progress report by the tenth of each month. The progress report shall include, but not be limited to a summary of the work tasks completed the previous month, a discussion of any major problems encountered and the status of resolution of same, and a discussion of tasks to be accomplished during the upcoming month. The progress report shall be submitted with the ENGINEER's invoice for services. The OWNER shall establish the format for the progress report.

EXHIBIT C
CITY OF JACKSON, MISSISSIPPI
WEST CAPITOL STREET PROJECT
(Boling Street to Prentiss Street)

COMPENSATION FOR PROFESSIONAL SERVICES

SECTION 1 - BASIS OF COMPENSATION

- 1.0 Compensation as provided herein shall only be for services rendered in conjunction with the approved project as listed in this Agreement, including exhibits. All services not specified in this Agreement and referenced exhibits shall be considered to be Additional Services.
- 1.2 OWNER will pay ENGINEER for Additional Services not outlined in this Agreement only when these Additional Services are authorized in writing by the OWNER and after a written amendment to the Agreement has been executed by both parties.
- 1.3 In consideration for providing all Construction Phase professional engineering services as set forth in this Agreement, the OWNER shall reimburse the ENGINEER for all costs for items as outlined in this Exhibit. These costs incurred in the performance of these Services shall not exceed the lump sum amount of **\$210,000.00** without formally amending this Agreement prior to incurring additional costs. Payment shall be made on a lump sum basis of \$35,000.00 per month up to six months. Should the project be completed in less than six months, the final amount shall be reduced accordingly.
- 1.4 It is mandated that the total costs to the OWNER for the services to be provided by the ENGINEER shall not exceed the not-to-exceed amount as set forth in Paragraph 1.3 above and the ENGINEER shall perform the specified services and all obligations under this Agreement within such not-to-exceed amount.
- 1.5 Times of Payments:
- 1.5.1 The ENGINEER shall submit invoices monthly for services rendered the preceding month and for eligible reimbursable expenses incurred. The amount of each invoice shall be based upon costs incurred.
- 1.5.2 The OWNER will make payments within 45 days after receipt and approval of the ENGINEER's invoices. If the ENGINEER's invoices are correct and acceptable to the OWNER, the OWNER will approve the ENGINEER's invoices within 21 days after receipt by the OWNER.

SECTION 2 - CHANGES

The ENGINEER and OWNER acknowledge that the not-to-exceed amount limit contained in Paragraph 1.3 above has been negotiated and established based upon the project schedule and scope outlined within this Agreement. For Additional Services or if the scope of services are changed at the OWNER's written direction through no fault of the ENGINEER or in the event that performance of the services under this Agreement is delayed for reasons beyond the control of the ENGINEER and such delay causes an increase in the ENGINEER's cost, additional satisfactory compensation may be agreed upon between the OWNER and ENGINEER.

SECTION 3 - PAYMENT FOR ADDITIONAL SERVICES

For Additional Services as authorized by the OWNER and all changes in scope authorized in writing by the OWNER as described in Section 2 of this Exhibit, the OWNER shall pay the ENGINEER's costs, including direct labor costs, indirect costs and profit. An Amendment to this Agreement shall be prepared and executed which describe the authorized services and the revised not-to-exceed amount to be paid to the ENGINEER for the services to be provided under this Agreement.

EXHIBIT D
CITY OF JACKSON, MISSISSIPPI
WEST CAPITOL STREET PROJECT
(Boling Street to Prentiss Street)

SCHEDULE OF WORK

The Schedule of Work for the services included in this Agreement is as follows:

<u>Task</u>	<u>Time from Notice to Proceed</u>
Construction Phase Services	180 Calendar Days

Note: It is assumed that the contractor will return to the project in February 2023 and pending approval of the Agreement, Southern Consultants, Inc. will initiate work at that time.



#20



ORDER AUTHORIZING THE MAYOR TO TERMINATE FOR CONVENIENCE THE ENGINEERING SERVICES AGREEMENT WITH CROWN ENGINEERING, PLLC FOR THE WEST CAPITOL STREET PROJECT (BOLING STREET TO PRENTISS STREET)

OFFICE OF THE CITY ATTORNEY

WHEREAS, on August 7, 2019, the City of Jackson entered into an engineering services agreement with Crown Engineering, PLLC, for West Capitol Street Project from Boling Street to Prentiss Street; and

WHEREAS, the project has been suspended for several months now due to negotiations over the terms of a change order necessary to complete the project, which has been approved by the City Council; and

WHEREAS, due to the delay and the approved change order, the City Engineer recommends terminating the contract for convenience on ten (10) days' notice in accordance with the terms of the contract.

IT IS THEREFORE ORDERED that the Mayor is authorized to terminate for convenience the engineering services agreement with Crown Engineering, PLLC, for the West Capitol Street Project (Boling Street to Prentiss Street), pursuant to the terms of the engineering services agreement.

Agenda Item No.
January 31, 2023
(Wright, Lumumba)

#20

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

January 25, 2023
DATE

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO TERMINATE FOR CONVENIENCE THE ENGINEERING SERVICES AGREEMENT WITH CROWN ENGINEERING, PLLC FOR THE WEST CAPITOL STREET PROJECT (BOLING STREET TO PRENTISS STREET)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6, 7
3.	Who will be affected	Residents, businesses, and motorists along W Capitol St
4.	Benefits	Terminate the engineering services agreement for convenience.
5.	Schedule (beginning date)	After City Council approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	W Capitol St (Boling St to Prentiss St) (Ward 5)
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Robert Lee, P.E., City Engineer
CC: Louis Wright, Chief Administrative Officer
Date: January 25, 2023
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to terminate the engineering services agreement with Crown Engineering, PLLC for the W Capitol Street Project. After reviewing the project, the City Engineer recommends terminating the contract for convenience in accordance with the terms of the contract.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

~~OFFICE OF THE CITY ATTORNEY~~
455 East Capitol Street
Post Office Box 242
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1729
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO TERMINATE FOR CONVENIENCE THE ENGINEERING SERVICES AGREEMENT WITH CROWN ENGINEERING, PLLC FOR THE WEST CAPITOL STREET PROJECT (BOLING STREET TO PRENTISS STREET)** is legally sufficient for placement in NOVUS Agenda.



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

1/25/23
DATE

#21



ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2023 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. MISS. AND OTHER RELATED MATTERS

CITY ATTORNEY
1/31/23

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

WHEREAS, the City continues meeting with U.S.E.P.A. twice each month to discuss compliance progress under the existing Clean Water Act Consent Decree and to negotiate a modification to that existing Consent Decree; and

WHEREAS, the City continues its negotiations with U.S.E.P.A. and MDEQ, particularly work on the City's Long-Term Financial Model and the specific injunctive relief language that will implement the City's strategies for the Consent Decree modification; and

WHEREAS, the estimated fees for Fiscal Year 2023, beginning October 1, 2022 and ending September 30, 2023 are \$102,000.00, which includes a 35% rate discount from Ms. Richardson's standard rate; and

WHEREAS, the Department of Public Works recommends the authorization of the additional fees for Fiscal Year 2023 in the amount of \$102,000.00.

IT IS, THEREFORE, ORDERED that payments made to Susan Richardson, Esq. and the law firm of Kilpatrick Townsend & Stockton LLP for representation of the City in Clean Water Act Consent Decree modification negotiations and for other related services shall not exceed \$102,000.00 for Fiscal Year 2023, beginning October 1, 2022 and ending September 30, 2023 without further approval by the City Council.

Agenda Item No. 21
January 31, 2023
(C.Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET January 25, 2023
DATE

P O I N T S		C O M M E N T S
1.	Brief Description	ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2023 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. MISS. AND OTHER RELATED MATTERS (CITYWIDE)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6 Infrastructure and Transportation
3.	Who will be affected	City and its Water/Sewer customers
4.	Benefits	Provide continuing legal representation in Consent Decree modification negotiations
5.	Schedule (beginning date)	Upon approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Wards 1, 2, 3, 4, 5, 6, and 7 (citywide)
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	\$102,000.00 for FY2023
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	
10.	EBO participation	ABE _____ % WAIVER yes <u> X </u> no _____ N/A _____ AABE _____ % WAIVER yes <u> X </u> no _____ N/A _____ FBE _____ % WAIVER yes <u> X </u> no _____ N/A _____ HBE _____ % WAIVER yes no _____ N/A _____ NABE _____ % WAIVER yes no _____ N/A _____



Office of the City Attorney

To: Chokwe Antar Lumumba, Mayor

From: Torri Martin, City Attorney

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2023 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. MISS. AND OTHER RELATED MATTERS**

Item #:
Council Meeting: Regular Council Meeting, January 31, 2023
Purpose: To authorize payment for fees for FY 2023
Cost: \$ 102,000.00
Funding Source:

Background:

On January 18, 2018, the City Council authorized the Mayor to retain Susan Richardson, Esq. and the law firm of Kilpatrick Townsend & Stockton LLP to provide representation to the City of Jackson in negotiating a modification to its Clean Water Act Consent Decree.

The City is in need of Ms. Richardson's continuing assistance in negotiating the Consent Decree modification. Significant progress has been made on negotiations and the Drinking Water Interim Stipulated Order has also presented the City with opportunities to negotiate a unique solution to the City's ongoing issues with SSOs and compliance with the Clean Water Act. The City's Long-Term Financial Plan is under review by the EPA and MDEQ along with the injunctive relief language. The City Attorney has also presented a framework similar in nature to the Drinking Water Interim Stipulated Order that will allow for the City to address sanitary sewer overflows and sewer failures in the collection system. The services that Ms. Richardson continues to provide include telephone conference meetings with the EPA and MDEQ twice each month, preparing the minutes of those meetings, submitting weekly status updates to the EPA and MDEQ, and revisions to injunctive relief language for the modification.

Please let me know if you need any additional information or have any questions.



Office of the City Attorney

To: Chokwe Antar Lumumba, Mayor

From: Torri Martin, City Attorney

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2023 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. MISS. AND OTHER RELATED MATTERS**

Item #:
Council Meeting: Regular Council Meeting, January 31, 2023
Purpose: To authorize payment for fees for FY 2023
Cost: \$ 102,000.00
Funding Source:

Background:

On January 18, 2018, the City Council authorized the Mayor to retain Susan Richardson, Esq. and the law firm of Kilpatrick Townsend & Stockton LLP to provide representation to the City of Jackson in negotiating a modification to its Clean Water Act Consent Decree.

The City is in need of Ms. Richardson's continuing assistance in negotiating the Consent Decree modification. Significant progress has been made on negotiations and the Drinking Water Interim Stipulated Order has also presented the City with opportunities to negotiate a unique solution to the City's ongoing issues with SSOs and compliance with the Clean Water Act. The City's Long-Term Financial Plan is under review by the EPA and MDEQ along with the injunctive relief language. The City Attorney has also presented a framework similar in nature to the Drinking Water Interim Stipulated Order that will allow for the City to address sanitary sewer overflows and sewer failures in the collection system. The services that Ms. Richardson continues to provide include telephone conference meetings with the EPA and MDEQ twice each month, preparing the minutes of those meetings, submitting weekly status updates to the EPA and MDEQ, and revisions to injunctive relief language for the modification.

Please let me know if you need any additional information or have any questions.


Office of the City Attorney


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OFFICE OF THE CITY ATTORNEY
1/25/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2023 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. MISS. AND OTHER RELATED MATTERS** is legally sufficient for placement in NOVUS Agenda.



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

1/25/23

DATE



#22



ORDER AUTHORIZING THE PAYMENT OF ATTORNEY'S FEES ON BEHALF OF JACKSON POLICE OFFICERS DARRELL MCDUFFIE AND DARRELL ROBINSON IN THE MATTER OF SHELIA RAGLAND, AS THE ADMINISTRATRIX OF THE ESTATE OF MARIO CLARK, DECEASED, AND ON BEHALF OF THE WRONGFUL DEATH HEIRS OF MARIO CLARK, DECEASED VS. THE CITY OF JACKSON, JAMES DAVIS, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, ANTHONY THOMPSON, IN HIS INDIVIDUAL CAPACITY, DARRELL ROBINSON, IN HIS INDIVIDUAL CAPACITY, DARRELL MCDUFFIE, IN HIS INDIVIDUAL CAPACITY, AND ENEKE SMITH, IN HER INDIVIDUAL AND OFFICIAL CAPACITY, AND JOHN DOES 1-4; IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:22-cv-69-DPJ-FKB

WHEREAS, on February 12, 2022, Shelia Ragland filed a federal civil rights lawsuit against the City of Jackson, Mississippi, James Davis, in his individual and official capacity, Anthony Thompson, in his individual capacity, Darrell Robinson, in his individual capacity, Darrell McDuffie, in his individual capacity, and Eneke Smith, in her individual and official capacity, and other unidentified police officers from an alleged incident that occurred on or about February 14, 2019; and

WHEREAS, the Plaintiff, Shelia Ragland, et al has sued Officers Darrell McDuffie and Darrell Robinson in their individual capacities; and

WHEREAS, the Office of the City Attorney believes there is a high risk of a conflict of interest in the representation of Officers McDuffie and Robinson in their individual capacities inasmuch as the statutory and legal requirements of immunity for the City and an individual police officer differ greatly under current legal precedent in such civil rights litigation; and

WHEREAS, the City has a statutory obligation to provide defense counsel for its officers and other employees; and

WHEREAS, Officers McDuffie and Robinson desire to be represented by Counsel, Attorney Michael Cory; and

WHEREAS, Attorney Cory has agreed to represent Officers Smith and Thompson for the same discounted hourly rate of \$150.00 per hour.

IT IS, THEREFORE, ORDERED that the City is hereby authorized to pay Attorney Michael Cory for the representation of Officers McDuffie and Robinson in the matter of Shelia Ragland et al. vs. City of Jackson, et al. at an hourly rate of \$150.00 per hour.

Agenda Item No.
January 31, 2023
(C.Martin, Lumumba)

#22

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 1/25/2023


	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE PAYMENT OF ATTORNEY'S FEES ON BEHALF OF JACKSON POLICE OFFICERS DARREL MCDUFFIE AND DARRELL ROBINSON, IN THE MATTER OF SHELIA RAGLAND, AS THE ADMINISTRATRIX OF THE ESTATE OF MARIO CLARK, DECEASED, AND ON BEHALF OF THE WRONGFUL DEATH HEIRS OF MARIO CLARK, DECEASED VS. THE CITY OF JACKSON, JAMES DAVIS, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, ANTHONY THOMPSON, IN HIS INDIVIDUAL CAPACITY, DARRELL ROBINSON, IN HIS INDIVIDUAL CAPACITY, DARRELL MCDUFFIE, IN HIS INDIVIDUAL CAPACITY, AND ENEKE SMITH, IN HER INDIVIDUAL AND OFFICIAL CAPACITY, AND JOHN DOES 1-4; IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:22-cv-69-DPJ-FKB
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	Who will be affected	City of Jackson
4.	Benefits	Settlement of a certain claim involving the City of Jackson
5.	Schedule (beginning date)	Upon Council approval
6.	Location: WARD CITYWIDE (yes/no) Project limits if applicable	Citywide
7.	Action implemented by: City Department _____ Consultant _____	Office of the City Attorney
8.	COST	\$1,896.50
9.	Source of Funding General fund <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/>	018.518.20-6722
10.	E. B.O. Participation	ABE _____ % WAIVER _____ yes _____ no _____ N/A _____ AABE _____ % WAIVER _____ yes _____ no _____ N/A _____ WBE _____ % WAIVER _____ yes _____ no _____ N/A _____ HBE _____ % WAIVER _____ yes _____ no _____ N/A _____ NABE _____ % WAIVER _____ yes _____ no _____ N/A _____



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OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE PAYMENT OF ATTORNEY'S FEES ON BEHALF OF JACKSON POLICE OFFICERS DARRELL MCDUFFIE AND DARRELL ROBINSON, IN THE MATTER OF SHELIA RAGLAND, AS THE ADMINISTRATRIX OF THE ESTATE OF MARIO CLARK, DECEASED, AND ON BEHALF OF THE WRONGFUL DEATH HEIRS OF MARIO CLARK, DECEASED VS. THE CITY OF JACKSON, JAMES DAVIS, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, ANTHONY THOMPSON, IN HIS INDIVIDUAL CAPACITY, DARRELL ROBINSON, IN HIS INDIVIDUAL CAPACITY, DARRELL MCDUFFIE, IN HIS INDIVIDUAL CAPACITY, AND ENEKE SMITH, IN HER INDIVIDUAL AND OFFICIAL CAPACITY, AND JOHN DOES 1-4; IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:22-cv-69-DPJ-FKB is legally sufficient for placement in NOVUS Agenda.


CATORIA MARTIN, *City Attorney*
Sheridan A. Carr, *Deputy City Attorney* SAC

1/26/23
DATE

#23



#24



ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

WHEREAS, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) of the Mississippi Code defines an emergency as “any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;” and

WHEREAS, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as “the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;” and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City “is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds....

NOW, THEREFORE, IT IS ORDERED THAT we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-15-17(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

Agenda Item No. #24
January 31, 2023
(C.Martin, Lumumba)



#25



ORDER APPOINTING JOHN WILLIAMS AS DEPUTY COUNCIL CLERK ON A PART-TIME BASIS.

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

WHEREAS, after evaluating his qualifications and experience, the governing authorities for the City of Jackson have determined that *John Williams* is a suitable person to serve as Deputy Clerk of the Council.

IT IS HEREBY ORDERED that shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on January 31, 2023.

IT IS HEREBY ORDERED that the compensation to be paid *John Williams* upon commencement of his service as Deputy Clerk of the Council shall be \$15.23 per hour at a maximum of 20 hours per week or \$15,838.16 annually excluding any applicable fringe benefits.

IT IS HEREBY ORDERED that *John Williams*' tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

IT IS HEREBY ORDERED that no contract shall be construed as resulting from the appointment of *John Williams* as Deputy Clerk of the Council.

IT IS HEREBY ORDERED that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *John Williams* as Deputy Clerk of the Council.

Agenda Item No. 25
January 31, 2023
(Jackson City Council)



#26



ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

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

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

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

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

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022 and December 20, 2022 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended

Agenda Item No. 26
January 31, 2023
(Jackson City Council)

