



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

December 13, 2023

AGENDA

2:00 PM

AGENDA ITEMS

- 1. CLAIMS. (MALEMBEKA, LUMUMBA)**
- 2. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH 2° C MISSISSIPPI TO FACILITATE THE “GOING GREEN FOR A COOL HEALTHY JACKSON” PROJECT. (WRIGHT, LUMUMBA)**
- 3. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ROBERT WOOD JOHNSON FOUNDATION FOR THE SUBMISSION OF A REQUEST FOR A NO-COST GRANT EXTENSION FOR THE “GOING GREEN FOR A COOL HEALTHY JACKSON” PROJECT. (WRIGHT, LUMUMBA)**
- 4. ORDER RATIFYING THE SUBMISSION OF A REQUEST FOR A TWELVE-MONTH GRANT EXTENSION TO THE W. K. KELLOGG FOUNDATION FOR THE DEVELOPMENT OF THE PROPOSAL ENTITLED EMPLOYMENT PATHWAYS TO HUMAN DIGNITY (EPHD). (WRIGHT, LUMUMBA)**
- 5. ORDER AUTHORIZING THE EXECUTION OF AN INSTALLATION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF JACKSON AND ADOPT A CHARGER, INC. TO INSTALL ELECTRIC VEHICLE CHARGING STATIONS. (DOTSON, LUMUMBA)**
- 6. ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST WITH DOWNSOUTH GLOBAL FOR CREATION OF JINGLES THAT WILL COVER LYRICS, WRITING, MUSIC PRODUCTION, SINGING, TALK OVER TALENT EDITING, SPOT MANAGER FOR ALL STATIONS AND AIRTIME FOR RADIO SPOTS ON Y101, AND 90.1 FOR THE I AM JACKSON MICROENTERPRISE GRANT. (DOTSON, LUMUMBA)**
- 7. ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST WITH DOWNSOUTH GLOBAL FOR THE CREATION OF JINGLES, VIDEO FOR SOCIAL MEDIA, SPOT MANAGER FOR ALL STATIONS AND AIRTIME FOR RADIO SPOTS ON 107.5, AND 99.7 FOR THE I AM JACKSON MICROENTERPRISE GRANT. (DOTSON, LUMUMBA)**
- 8. DISCUSSION: UPDATE ON ITEMS NEEDED FOR ACFAR (BANKS)**

9. DISCUSSION: INVENTORY MANAGEMENT (BANKS)
10. DISCUSSION: JXN WATER 2024 PROPOSED RATES (BANKS)

ANNOUNCEMENTS

ADJOURNMENT

Claims

CITY OF JACKSON, MISSISSIPPI
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
12/13/23
A.M.

OFFICE OF THE CITY ATTORNEY

I hereby certify that the **CLAIMS DOCKET** for December 13, 2023 in the aggregate amount of \$410,524.85 was prepared under the direction and supervision of the Department of Finance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry, the information submitted is approved as to form for entry into NOVUS Agenda System. After approval by the City Council and submittal of the final Claims Docket, the form will be legally sufficient to satisfy the requirements outlined in Miss. Code Ann. § 21-39-7 and for payment authorization.

Sondra O. Moncure
Sondra O. Moncure
Deputy City Attorney

12/13/23
DATE

1

2

3

OFFICE OF THE CITY CLERK
 THAMES LUMUMBA
 12/13/23

AGENDA DATE: December 13, 2023

ORDER APPROVING CLAIMS APPEARING AT PAGES 123 TO INCLUSIVE THEREON, ON MUNICIPAL 'DOCKET OF CLAIMS', IN THE AMOUNT OF \$410,524.85 FOR AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

Fund	Fund Description	Amount
0001	GENERAL FUND	\$29,292.81
0002	SEIZURE & FORF PROP-STATE	\$63,708.00
0005	PARKS & RECR. FUND	\$557.26
0382	CDBG COVID CARES	\$316,966.78
		<u>\$410,524.85</u>

APPROVED FOR AGENDA	INITIALS	DATE
DEPARTMENT DIRECTOR	<u>TL</u>	<u>12.13.23</u>
LEGAL	<u>Acn.</u>	<u>12.10.23</u>
CAO	<u>APW</u>	<u>12.13.23</u>
CFO	<u>FM</u>	<u>12/13/23</u>
MAYOR'S OFFICE	<u>CAL or</u>	<u>12/13/23</u>

ITEM # _____
 AGENDA DATE 12/13/23
 BY: THAMES, LUMUMBA

12/15/23
12/13/23
JCM



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD121323 12/12/2023
DUE DATE: 12/12/2023

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS			AMOUNT	VOUCHER	CHECK
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT			
73375 JACKSON MAC HAIK F LT	0000	23001036	INV	11/21/2023	NC136114				
ACCOUNT DETAIL						31,854.00			
1 00290700 6868			SEIZURE & AUTOMOBIL			31,854.00			
73375 JACKSON MAC HAIK F LT	0000	23001036	INV	11/21/2023	NC136008				
ACCOUNT DETAIL						31,854.00			
1 00290700 6868			SEIZURE & AUTOMOBIL			31,854.00			
73375 JACKSON MAC HAIK F LT	0000		INV	12/05/2023	3110698				
ACCOUNT DETAIL						169.14			
1 00144240 6316			OPERATION MOTOR VEH			169.14			
73375 JACKSON MAC HAIK F LT	0000		INV	12/05/2023	3113416				
ACCOUNT DETAIL						949.44			
1 00145300 6316			CARE & MA MOTOR VEH			949.44			
73375 JACKSON MAC HAIK F LT	0000		INV	12/05/2023	219103				
ACCOUNT DETAIL						428.53			
1 00145300 6316			CARE & MA MOTOR VEH			428.53			
73375 JACKSON MAC HAIK F LT	0000		INV	12/05/2023	3108430				
ACCOUNT DETAIL						425.34			
1 00144850 6316			TRAFFIC S MOTOR VEH			425.34			
73375 JACKSON MAC HAIK F LT	0000		INV	12/05/2023	3108252				
ACCOUNT DETAIL						132.10			
1 00144820 6316			TRAFFIC S MOTOR VEH			132.10			
73375 JACKSON MAC HAIK F LT	0000		INV	12/05/2023	3113814				
ACCOUNT DETAIL						194.64			
1 00550410 6316			PARKS - M MOTOR VEH			194.64			
73375 JACKSON MAC HAIK F LT	0000		INV	12/05/2023	3113987				
ACCOUNT DETAIL						264.40			
1 00550410 6316			PARKS - M MOTOR VEH			264.40			





City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD121323 12/12/2023
 DUE DATE: 12/12/2023

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS			AMOUNT	VOUCHER	CHECK
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT			
73375 JACKSON MAC HAIK F LT	0000		INV	12/05/2023	3114898				
ACCOUNT DETAIL					LINE AMOUNT	98.22			
1 00550410 6316		PARKS - M	MOTOR VEH						
73375 JACKSON MAC HAIK F LT	0000		INV	12/05/2023	3115236				
ACCOUNT DETAIL					LINE AMOUNT	105.46			
1 00140610 6316		INFORMATI	MOTOR VEH						
73375 JACKSON MAC HAIK F LT	0000		INV	12/05/2023	3116065				
ACCOUNT DETAIL					LINE AMOUNT	176.54			
1 00140610 6316		INFORMATI	MOTOR VEH						
73375 JACKSON MAC HAIK F LT	0000		INV	12/05/2023	3109115				
ACCOUNT DETAIL					LINE AMOUNT	353.68			
1 00140810 6419		PLANETARI	OTHER PRO						
73375 JACKSON MAC HAIK F LT	0000		INV	12/05/2023	221035				
ACCOUNT DETAIL					LINE AMOUNT	2,260.84			
1 00144240 6316		OPERATION	MOTOR VEH						
73375 JACKSON MAC HAIK F LT	0000		INV	12/05/2023	3116029				
ACCOUNT DETAIL					LINE AMOUNT	11,484.40			
1 00144240 6316		OPERATION	MOTOR VEH						
73375 JACKSON MAC HAIK F LT	0000		INV	12/05/2023	3115206				
ACCOUNT DETAIL					LINE AMOUNT	3,019.20			
1 00144240 6316		OPERATION	MOTOR VEH						
73375 JACKSON MAC HAIK F LT	0000		INV	12/05/2023	3113916				
ACCOUNT DETAIL					LINE AMOUNT	133.87			
1 00144240 6316		OPERATION	MOTOR VEH						
73375 JACKSON MAC HAIK F LT	0000		INV	12/05/2023	3108857				
ACCOUNT DETAIL					LINE AMOUNT	5,357.13			
1 00144240 6316		OPERATION	MOTOR VEH						





ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD121323 12/12/2023
 DUE DATE: 12/12/2023

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS			INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
73375 JACKSON MAC HAIK F LT	0000	INV		12/05/2023	3108520					
ACCOUNT DETAIL					LINE AMOUNT					
1 00144240 6316		OPERATION MOTOR VEH			1,223.95					
73375 JACKSON MAC HAIK F LT	0000	INV		12/05/2023	3116199					
ACCOUNT DETAIL					LINE AMOUNT					
1 00144240 6316		OPERATION MOTOR VEH			413.35					
					CHECK TOTAL			90,898.23		
401825 JACKSON RESOURCE CENT	0000	EFT		12/05/2023	2030					
ACCOUNT DETAIL					LINE AMOUNT					
1 38271538 6742		RESOURCECENTRB OTH			316,966.78					
					CHECK TOTAL			316,966.78		
71857 MAC HAIK CHRYSLER	0000	INV		12/05/2023	393259					
ACCOUNT DETAIL					LINE AMOUNT					
1 00144240 6316		OPERATION MOTOR VEH			1,082.00					
71857 MAC HAIK CHRYSLER	0000	INV		12/05/2023	5103122					
ACCOUNT DETAIL					LINE AMOUNT					
1 00144240 6316		OPERATION MOTOR VEH			796.34					
71857 MAC HAIK CHRYSLER	0000	INV		12/05/2023	5103180					
ACCOUNT DETAIL					LINE AMOUNT					
1 00144240 6316		OPERATION MOTOR VEH			190.50					
71857 MAC HAIK CHRYSLER	0000	INV		12/05/2023	5103987					
ACCOUNT DETAIL					LINE AMOUNT					
1 00144240 6316		OPERATION MOTOR VEH			359.25					
71857 MAC HAIK CHRYSLER	0000	INV		12/05/2023	5103187					
ACCOUNT DETAIL					LINE AMOUNT					
1 00144240 6316		OPERATION MOTOR VEH			231.75					
					CHECK TOTAL			2,659.84		



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD121323 12/12/2023
DUE DATE: 12/12/2023

CASH ACCOUNT:	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR	26	INVOICES	WARRANT TOTAL					410,524.85	410,524.85		

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Check Run Summary

CHECK RUN: CD121323 12/12/2023
 DUE DATE: 12/12/2023



FUND	ORG	ACCOUNT	AMOUNT	AVLB BUDGET
0001	00140610	INFORMATION SYSTEMS -		
		0001-1200-406-40610-01-100-01-000-6316	282.00	6,467.00
0001	00140810	PLANETARIUM ADMINISTR		
		0001-0200-408-40810-01-100-06-000-6419	353.68	1,238.82
0001	00144240	OPERATIONS		
		0001-0400-442-44240-01-100-04-000-6316	26,721.72	35,684.76
0001	00144820	TRAFFIC SIGNALS SECTI		
		0001-0500-448-44820-01-100-05-000-6316	132.10	25,670.31
0001	00144850	TRAFFIC SIGN MFG SECT		
		0001-0500-448-44850-01-100-05-000-6316	425.34	702.43
0001	00145300	CARE & MAINT OF PUBLI		
		0001-0500-453-45300-01-100-05-000-6316	1,377.97	4,522.53
		FUND TOTAL	29,292.81	
0002	00290700	SEIZURE & FORFEITED P		
		0002-0400-907-90700-01-100-04-000-6868	63,708.00	11,292.00
		FUND TOTAL	63,708.00	
0005	00550410	PARKS - MAINTENANCE		
		0005-1100-504-50410-02-210-06-000-6316	557.26	1,607.58
		FUND TOTAL	557.26	
0382	38271538	CDBG COVID RESOURCECT		
		0382-0700-715-71538-02-220-02-000-6742	316,966.78	349,125.00
		FUND TOTAL	316,966.78	
WARRANT SUMMARY TOTAL			410,524.85	
GRAND TOTAL			410,524.85	

OFFICE OF THE CITY ATTORNEY
11/29/23

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT
TO THE PROFESSIONAL SERVICES AGREEMENT WITH 2°C
MISSISSIPPI TO FACILITATE THE “GOING GREEN FOR A COOL
HEALTHY JACKSON” PROJECT**

WHEREAS, on October 27, 2020, the Jackson City Council ratified the submission of the “Going Green for a Cool, Healthy Jackson” grant application to the Robert Wood Johnson Foundation (RWJF) and authorized the Mayor to accept the grant award to reduce mortality and prevent illness associated with urban-heat-island (UHI) effects in Jackson, Mississippi, while providing a range of social, economic, cultural, and ecological co-benefits for the City of Jackson’s at-risk residents for the term beginning November 1, 2020, and ending April 30, 2023; and

WHEREAS, on September 28, 2021, the Jackson City Council authorized the Mayor to execute an amendment to the Robert Wood Johnson Foundation “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant funds to 2°C Mississippi such that 2°C Mississippi would facilitate said project for the remainder of the grant term; and

WHEREAS, on February 15, 2022, the Jackson City Council authorized the Mayor to amend consultant agreements with Dr. Vivek Shandas, Anna Marandi, Dr. Berniece Herbert, Dr. Dominika Parry, and UMMC to reflect that the consultants will be paid by 2°C Mississippi; and

WHEREAS, on February 15, 2022, the Jackson City Council authorized the Mayor to execute a professional services agreement with 2°C Mississippi to facilitate the “Going Green for a Cool, Healthy Jackson” project for the remainder of the grant term beginning February 1, 2022, and ending April 30, 2023, in the amount of \$475, 549.00; and

WHEREAS, on May 5, 2023, RWJF notified the Deputy Director of Economic Development that the grant period has been extended to October 31, 2023; however, the amendment does not modify the scope of work or increase the Foundation’s commitment; and

WHEREAS, on September 12, 2023, the Jackson City Council authorized the Mayor to execute an amendment to the professional services agreement with 2°C Mississippi, to facilitate the Robert Wood Johnson Foundation’s “Going Green for a Cool, Healthy Jackson” project for the remainder of the grant term beginning upon execution of the agreement and ending October 31, 2023 in the amount of \$91,131.00; and

WHEREAS, on October 12, 2023, RWJF notified the Deputy Director of Economic Development that the grant period has been extended to March 31, 2024; however, the amendment does not modify the scope of work or increase the Foundation’s commitment; and

WHEREAS, to date, the City has received \$382,472.00 in grant funds from the Robert Wood Johnson Foundation, and the City was due to receive the remaining amount of \$93,077.00 in 2023; and

Agenda Item # 2
December 13, 2023
(Wright, Lumumba)

WHEREAS, the City will keep \$1,946.00 of the grant funds from the Robert Wood Johnson Foundation for indirect costs; and

WHEREAS, the City of Jackson Chief Administrative Officer recommends the Mayor execute an amendment to the professional services agreement with 2°C Mississippi, 116 Summerlake Drive, Ridgeland, Mississippi, 39157, an organization founded by Dr. Dominika Parry that is purposed with building environmentally and economically sustainable communities, municipalities and businesses in Mississippi, to facilitate the project for the remainder of the grant term beginning upon execution and ending March 31, 2024, in the amount of \$91,131.00.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an amendment to the professional services agreement with 2°C Mississippi, to facilitate the Robert Wood Johnson Foundation’s “Going Green for a Cool, Healthy Jackson” project for the remainder of the grant term beginning upon execution of the agreement and ending March 31, 2024, in the amount of \$91,131.00.

Item #: _____

Date: _____

By: (Wright, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 11/06/2023

POINTS		COMMENTS																																			
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH 2°C MISSISSIPPI TO FACILITATE THE "GOING GREEN FOR A COOL HEALTHY JACKSON" PROJECT																																			
2.	Purpose	To preserve the City's natural heritage; ensure connectivity of green spaces; minimize heat risk while maximizing ecosystem services; maximize the biomass of green infrastructure; maintain infrastructure; build institutional capacity; and incorporate educational opportunities																																			
3.	Who will be affected	City of Jackson																																			
4.	Benefits	Quality of Life																																			
5.	Schedule (beginning date)	Upon approval																																			
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide																																			
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	CAO																																			
8.	COST	\$91,131.00																																			
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 type="checkbox"/> 	Robert Wood Johnson Foundation grant																																			
10.	EBO participation See attached sheets from Vendors	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes ___</td> <td style="width: 10%;">no ___</td> <td style="width: 10%;">N/A ___</td> <td style="width: 10%;">X___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> <td>X___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> <td>X___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> <td>X___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> <td>X___</td> </tr> </table>	ABE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___	AABE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___	WBE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___	HBE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___	NABE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___
ABE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___																															
AABE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___																															
WBE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___																															
HBE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___																															
NABE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___																															



MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Louis Wright, City Administrative Officer

Date: November 6, 2023

Subject: ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH 2°C MISSISSIPPI TO FACILITATE THE "GOING GREEN FOR A COOL HEALTHY JACKSON" PROJECT

The attached agenda item which accompanies this memo requests that the City Council authorize the amendment to the order executing the professional services agreement with 2°C Mississippi of the Robert Wood Johnson Foundation grant for the project entitled "*Going Green for a Cool Healthy Jackson.*" The amendment to the professional services agreement extends to March 31, 2024.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Contract") is made by and between the CITY OF JACKSON ("City") and 2°C Mississippi ("Contractor") for the Implementation of the Going Green for a Cool, Healthy Jackson (CHJ) Project, ("Contractor") upon the following terms and conditions, to-wit:

1. **SCOPE OF SERVICES:** The Contractor will provide the following described services to the City, to-wit: Facilitate the Going Green for a Cool, Healthy Jackson project. This project is designed to reduce mortality and prevent illness associated with the urban heat island (UHi) effect in Jackson, Miss., while providing a range of social, economic, cultural, and ecological co-benefits for the City's most at risk residents. The project will utilize medium- and long-term heat mitigation strategies, using nature-based solutions from Barcelona, Spain; Havana, Cuba; and Okaya, Japan. The project team will adapt the Spanish, Cuban, and Japanese models for the local context in Jackson through the full engagement of residents and community leaders in a co-creation process. The main activities will include identifying locations for heat-island interventions; engaging partners and community members in a community-driven decision-making process; developing the package of green interventions appropriate for communities to maximize heat mitigation and social and ecological benefits; and conducting education in schools and communities.

2°C Mississippi led by its CEO, Dr. Dominika Parry, as the co-principal investigator and project director, will oversee the project's vision, design, strategies, partner coordination and project implementation. 2°C Mississippi will:

- Hire and oversee the work of staff, Contractors, and subcontractors;
- Coordinate and reimburse all travel expenses incurred by the 2°C Mississippi staff, partners and Contractors;
- Coordinate and compensate for meeting expenses, including food for workshop participants; and
- Provide at least quarterly communication with the Robert Wood Johnson Foundation.

2. **CONTRACT TERM:** The period of performance of services under this Contract shall be from the date of execution – March 31, 2024.

3. **COMPENSATION:** For the duties and obligations to be performed by Contractor pursuant to this Agreement, City agrees to compensate the Contractor at the rate set forth by the Robert Wood Johnson Foundation grant \$91,131 (\$452,903 minus \$361,772 which has been paid by City and Contractor to consultants to date). Funds will be transferred to the Contractor according to the following schedule:

- Project Year 3 (Nov. 2022 – March 31, 2024): \$91,131.00 to be

transferred upon execution of this Agreement.

4. **APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state and local City of Jackson ordinances, laws, and regulations.
5. **APPROVAL:** It is understood that if this Agreement requires approval by the Governing Authority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.
6. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the Robert Wood Johnson Foundation to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
7. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.
8. **INDEPENDENT CONTRACTOR:** The parties agree that the legal relationship of Contractor and CITY is strictly an independent contractor relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership or Employer-Contractor relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the CITY shall have no obligation to Contractor with respect to the provision of any benefits (insurance, retirement or the like) nor shall the CITY have any responsibility for the payment of any taxes, fees, dues or memberships, workers' compensation premiums, or the like, which are the sole responsibility of the Contractor.

9. **MODIFICATION OR AMENDMENT:** Contractor agrees any budget adjustments must be approved by the Robert Wood Johnson Foundation as provided under the original grant agreement attached hereto as exhibit 1. Any additional modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by the City Council and Mayor.
10. **NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.
11. **NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.
12. **PUBLIC RECORDS:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.
13. **REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:** The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.
14. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.
15. **TERMINATION:** This Agreement shall commence on the date executed and shall continue uninterrupted through October 31, 2023. Either party may terminate this Agreement at any time upon the delivery of written notice to the other party no less than 14 days prior to the intended termination date, provided

however that in such event. the terminating Party agrees to act in good faith to assist the other party with the orderly wind-down of such party's work on any active and on-going assignment.

16. **ENTIRE AGREEMENT:** This Contract, including exhibits 1, 2, and 3, constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings and agreements, written or oral. between the parties relating thereto.

IN WITNESS WHEREOF. the parties have executed this Agreement to be effective as of _____ day of _____, 20__

Consultant

City of Jackson

Dominika Parry, PhD
2°C Mississippi President and CEO

Mayor Chokwe Antar Lumumba

Mya Lee

From: Tangayika Hoover
Sent: Thursday, November 2, 2023 7:01 AM
To: Mya Lee
Subject: Fwd: I.D. 78017 - Extension Request Approved

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning,

Please create an Order and contract for this extension.

Thank you.

Sent from my iPhone

Begin forwarded message:

From: Sharleen Rajput <srjput@rwjf.org>
Date: October 12, 2023 at 10:09:45 AM EDT
To: Dominika Anna Parry <2CMississippi@gmail.com>, Tangayika Hoover <thoover@city.jackson.ms.us>
Cc: Karabi Acharya <kacharya@rwjf.org>, LaaWanda Horton <lhorton@city.jackson.ms.us>, "Chokwe A. Lumumba" <calumumba@city.jackson.ms.us>
Subject: I.D. 78017 - Extension Request Approved

I am writing in reference to the Robert Wood Johnson Foundation grant identified below.

I.D.: 78017
Award Amount: \$475,549
Purpose: Adapting nature-based solutions from Spain, Cuba, and Japan to address the urban-heat-island effect in Jackson, Miss.
Project Information: Grant Period: November 1, 2020 through March 31, 2024
Project Director: Yika Hoover, 601-960-1611 (thoover@jacksonms.gov)

We have reviewed and approved your no-cost extension request through March 31, 2024. Please access RWJF's [Grantee Hub](#) where you can submit reports, products, view grant-related information (including when reports are due), and make grant-related requests.

If you need further assistance, please contact me.

Sincerely,

Sharleen Rajput

Program Financial Analyst
Robert Wood Johnson Foundation
609-627-6227
srajput@rwjf.org

ROBERT WOOD JOHNSON FOUNDATION CAO (November 1, 2020 to October 31, 2021)
As of October 31, 2021

	BUDGET	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	TOTAL	REMAINING BALANCE
Personnel	\$ 110,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,400.00
Program Staff	\$ 96,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,000.00
Fringe benefits @ 15%	\$ 14,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,400.00
Other Direct Costs	\$ 24,450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,450.00
Office Operations	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
Travel	\$ 10,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,200.00
Meeting Expenses	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00
Polls and Surveys	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00
Equipment	\$ 3,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,250.00
Consultants/Contractors	\$ 35,450.00	\$ -	\$ 14,975.50	\$ 22,475.50	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 7,475.50	\$ 13,000.00	\$ -	\$ -	\$ 58,926.50	\$ (23,476.50)
Consultants	\$ 10,450.00	\$ -	\$ -	\$ -	\$ -	\$ 5,975.50	\$ 5,975.50	\$ -	\$ 1,000.00	\$ 2,975.50	\$ 1,000.00	\$ -	\$ -	\$ 16,926.50	\$ (6,476.50)
Contracts	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ 9,000.00	\$ 16,500.00	\$ -	\$ -	\$ 4,500.00	\$ 12,000.00	\$ -	\$ -	\$ 42,000.00	\$ (17,000.00)
Indirect Costs	\$ 22,224.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,224.00
TOTAL	\$ 192,524.00	\$ -	\$ -	\$ -	\$ -	\$ 14,975.50	\$ 22,475.50	\$ -	\$ 1,000.00	\$ 7,475.50	\$ 13,000.00	\$ -	\$ -	\$ 58,926.50	\$ 133,597.50

11/18/20 RECEIVED CHECK FOR \$158,516.00

158,516.00 received
(58,926.50) expenses
 99,589.50 balance

Jul-22	Aug-22	Sep-22	Oct-22	TOTAL	REMAINING BALANCE
\$ -	\$ -	\$ -	\$ -	\$ 302,845.50	\$ (192,445.50)
\$ -	\$ -	\$ -	\$ -	\$ 302,845.50	\$ (206,845.50)
\$ -	\$ -	\$ -	\$ -	\$ -	14,400.00
\$ -	\$ -	\$ -	\$ -	\$ -	18,500.00
\$ -	\$ -	\$ -	\$ -	\$ -	1,000.00
\$ -	\$ -	\$ -	\$ -	\$ -	10,500.00
\$ -	\$ -	\$ -	\$ -	\$ -	2,000.00
\$ -	\$ -	\$ -	\$ -	\$ -	5,000.00
\$ -	\$ -	\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	\$ -	\$ -	35,450.00
\$ -	\$ -	\$ -	\$ -	\$ -	10,450.00
\$ -	\$ -	\$ -	\$ -	\$ -	25,000.00
\$ -	\$ -	\$ -	\$ -	\$ -	22,224.00
\$ -	\$ -	\$ -	\$ -	\$ 302,845.50	\$ (116,271.50)

ROBERT WOOD JOHNSON FOUNDATION CAO(November 1, 2021 to April 30,2023)

	BUDGET	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	TOTAL	REMAINING BALANCE
Personnel	\$ 55,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,200.00
Program Staff	\$ 48,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,000.00
Fringe benefits @ 15%	\$ 7,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,200.00
Other Direct Costs	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00
Office Operations	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
Travel	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00
Meeting Expenses	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00
Polls and Surveys	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultants/Contractors	\$ 21,355.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,355.00
Consultants	\$ 8,855.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,855.00
Contracts	\$ 12,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,500.00
Indirect Costs	\$ 11,701.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,701.00
TOTAL	\$ 96,256.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,256.00

Received ck# 202031 \$ 158,516.00
11/18/2020

Received ck# 205827 \$ 223,956.00
1/13/2022

TOTAL RECEIVED As of 10/: **\$ 382,472.00**
 Amt. Spent for YR 1 \$ (58,926.50)
 Amt. Spent for YR 2 \$ (302,845.50)
Funds remaining **\$ 20,700.00**

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, OCTOBER 27, 2020 10:00 A.M.**

WHEREAS, the proposed interlocal cooperative agreement would continue from the effective date as until such time as the crisis has been abated, the funds have been expended, and activities contemplated by the interlocal agreement have been completed.

THEREFORE, IT IS HEREBY ORDERED that pursuant to the Interlocal Cooperation Act of 1974 and other applicable law, the Mayor is authorized to execute an interlocal agreement between the City of Jackson, Mississippi and the Hinds County to provide \$500,000 to Hinds County to hire additional deputies to assist with public safety within the City of Jackson, Mississippi.

Council Member Stokes moved adoption; **President Banks** seconded.

Council Member Stokes and **President Banks**, withdrew their motion and second. **President Banks** stated that said item would be referred to the Planning Committee.

**ORDER RATIFYING APPLICATION AND AUTHORIZING THE
ACCEPTANCE OF A GRANT AWARD FROM THE ROBERT WOOD
JOHNSON FOUNDATION IN THE AMOUNT OF \$650,000 TO REDUCE
MORTALITY AND PREVENT ILLNESS ASSOCIATED WITH URBAN HEAT
ISLAND (UHI) EFFECTS IN JACKSON, WHILE PROVIDING A RANGE OF
SOCIAL, ECONOMIC, CULTURAL AND ECOLOGICAL CO-BENEFITS FOR
THE CITY'S AT-RISK RESIDENTS.**

WHEREAS, Mayor Chokwe Antar Lumumba has identified extreme heat and humidity as one of the biggest threats to the health and well-being of City of Jackson residents, and is committed to institutionalizing heat, health, and equity for neighborhoods that are most at-risk for climate-related threats to human health due to sustained increases in temperature and poor air quality; and

WHEREAS, the City teamed with local medical and science professionals to secure a National League of Cities "Leadership in Community Resilience" grant; and

WHEREAS, the team also leveraged support from NOAA's Climate Program and the National Integrated Heat Health Information System for a community science urban heat island (UHI) to gather data via a citywide heat-mapping campaign; and

WHEREAS, the City's proposal, as submitted to the Robert Wood Johnson Foundation, entitled, "*Going Green for a Cool Healthy Jackson*" proposes to adapt nature-based solutions to address the urban heat-island effect in Jackson; and

WHEREAS, the "Going Green for a Cool, Healthy Jackson" (CHJ) project models heat mitigation efforts originating in Barcelona, Spain, and adapts successful solutions developed in Havana, Cuba and Okaya, Japan, ensuring that funding dedicated to these programs maximizes

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, OCTOBER 27, 2020 10:00 A.M.**

the city's return on investment, reaching the most at-risk and historically underserved residents; and

WHEREAS, the goals of the project are to: preserve the City's natural heritage; ensure connectivity of green spaces; minimize heat risk while maximizing ecosystem services; maximize the biomass of green infrastructure; maintain infrastructure; build institutional capacity; and incorporate educational opportunities; and

WHEREAS, guided by these goals, the City will undertake building new city parks and green corridors; promote and establish urban community gardens; promote and establish green roofs; and promote and establish vertical gardens; and

WHEREAS, the project will engage several City departments, including the Department of Planning and Development to design the projects; the Department of Parks and Recreation to implement the designed projects in public spaces; and the Department of Public Works to address infrastructure needs for projects; and

WHEREAS, the coordination of the projects will be led by the Office of the Chief Administrator.

IT IS HEREBY ORDERED that the proposal and grant application submitted to the Robert Wood Johnson Foundation, entitled "Going Green for a Cool, Healthy Jackson" is ratified.

IT IS FURTHER ORDERED that City is authorized to accept said grant, and the Mayor and/or his designee be authorized to execute any and all documents necessary in furtherance of acceptance of the Robert Wood Johnson Foundation grant.

Council Member Stokes moved adoption; **Council Member Tillman** seconded.

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

Nays – None.

Absent – Stamps.

There came for Discussion Agenda Item No. 57:

DISCUSSION: HOT PURSUIT (CHASING): **President Banks** recognized **Council Member Stokes**, who stated Legal will be doing research on how to proceed with said item.

There came for Discussion Agenda Item No. 58:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ROBERT WOOD JOHNSON FOUNDATION GRANT AGREEMENT.

WHEREAS, the Jackson City Council ratified the submission of the “Going Green for a Cool, Healthy Jackson” grant application to the Robert Wood Johnson Foundation on October 27, 2020, and authorized the Mayor to accept the “Going Green for a Cool, Healthy Jackson” grant award from the Robert Wood Johnson Foundation in the amount of \$650,000 to reduce mortality and prevent illness associated with urban-heat-island (UHI) effects in Jackson, Mississippi, while providing a range of social, economic, cultural and ecological co-benefits for the City of Jackson’s at-risk residents; and

WHEREAS, the Robert Wood Johnson Foundation has agreed to amend the “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant funds to 2C Mississippi Toward Sustainable Educated & Empowered Mississippi (2CM); and

WHEREAS, the amendment will authorize the City of Jackson to subcontract or subgrant funds to 2CM as subcontractor or subgrantee to (a) oversee the project’s vision, design, strategies, partner coordination and project implementation; (b) hire and oversee work of subcontractors to conduct community co-creation process (One Voice); (c) hire and oversee work of subcontractors to conduct architectural design for project interventions (Carbon Office, LLC; Jackson State University, Planning Department; Mississippi State University, School of Architecture); (d) hire and oversee work of a part time staff manager to assist with all project needs; (e) coordinate work and provide compensation to the project consultants (CAPA Strategies, Kurt Shickman from the Global Cool Cities Alliance; (f) Dr. Alan Penman from the University of Mississippi Medical Center; Professor Berniece Herbert from the Planning Department, Jackson State University; Anna Marandi from the National League of Cities; and (g) coordinate and reimburse all travel expenses incurred by 2CM’s staff, partners and consultants, as specified in “Going Green for a Cool, Healthy Jackson” grant award; and

WHEREAS, the Chief Administrative Officer recommends the City of Jackson execute an amendment the “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant funds to 2C Mississippi Toward Sustainable Educated & Empowered Mississippi (2CM) for the purposes set forth herein.

IT IS HEREBY ORDERED that the Mayor is authorized to execute an amendment to the “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant “Going Green for a Cool, Healthy Jackson” grant funds to 2C Mississippi Toward Sustainable Educated & Empowered Mississippi (2CM) for the purposes set forth herein.

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

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

Nays – None.

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on September 28, 2021. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH 2°C MISSISSIPPI TO FACILITATE THE “GOING GREEN FOR A COOL HEALTHY JACKSON” PROJECT AND AUTHORIZING AN AMENDMENT TO CONSULTANT AGREEMENTS.

WHEREAS, on October 27, 2020, the governing authorities authorized the Mayor to accept a grant award in the amount of \$475,549.00 from the Robert Wood Johnson Foundation to fund the “Going Green for a Cool Healthy Jackson” project to adapt nature-based solutions to address the urban heat-island effect in Jackson, Mississippi for the term beginning November 1, 2020, and ending April 30, 2023; and

WHEREAS, the main goal of the project is to reduce mortality and prevent illness associated with urban heat island effects in Jackson, Mississippi, while providing a range of social, economic, cultural and ecological co-benefits for the most at-risk City of Jackson residents; and

WHEREAS, by Order entered on January 19, 2021, the governing authorities authorized the Mayor to enter into consultant agreements with Dr. Vivek Shandas, Mr. John Cooper, Ms. Anna Marandi, Dr. Berniece Herbert, Dr. Dominika Parry, Dr. Alan Penman and Multiplier for the term beginning November 1, 2020, and ending April 30, 2023, to provide various professional services for the project; and

WHEREAS, after said Order was entered, the Robert Wood Johnson Foundation agreed to amend the “Going Green for a Cool, Healthy Jackson grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract funds to 2°C Mississippi; and

WHEREAS, by Order entered on September 28, 2021, the governing authorities authorized the Mayor to execute an amendment to the Robert Wood Johnson Foundation “Going Green for a Cool Healthy Jackson” grant award to allow the City of Jackson to subcontract the grant award to 2°C Mississippi such that 2°C Mississippi would facilitate said project for the remainder of the grant term; and

WHEREAS, to date, the City has received \$382,472 in grant funds from the Robert Wood Johnson Foundation and will receive the remaining amount of \$93,077 funds in 2023; and

WHEREAS, the City will keep \$22,646 of the grant funds from the Robert Wood Johnson Foundation for indirect costs; and

WHEREAS, the City of Jackson Chief Administrative Officer recommends the Mayor execute a professional services agreement with 2°C Mississippi, 116 Summerlake Drive, Ridgeland, Mississippi 39157, an organization founded by Dr. Dominika Parry that is purposed with building environmentally and economically sustainable communities, municipalities and businesses in Mississippi, to facilitate the project for the remainder of the grant term beginning January 5, 2022, and ending April 30, 2023, in the amount \$393,976.50 (\$452,903 minus \$58,926.50 which has been paid by the City to consultants to date).

WHEREAS, under the amendment to the grant agreement, 2°C Mississippi will compensate the consultants using grant funds transferred from the City of Jackson; and

WHEREAS, the Chief Administrative Officer recommends the Mayor amend the consultant agreements with Dr. Vivek Shandas, Anna Marandi, Dr. Berneece Herbert, Dr. Dominika Parry, and UMMC to reflect that the consultants will be paid by 2nd Mississippi.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to amend the consultant agreements with Dr. Vivek Shandas, Ms. Anna Marandi, Dr. Berneece Herbert, Dr. Dominika Parry, UMMC, and Multiplier.

IT IS FURTHER ORDERED, that the Mayor is authorized to execute a professional services agreement with 2nd Mississippi, to facilitate the "Going Green for a Cool, Healthy Jackson" project for the remainder of the grant term beginning February 1, 2022, and ending April 30, 2023, in the amount of \$393,976.50 (\$452,903 minus \$58,926.00 which has been paid by the City to consultants to date.

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

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

Nays – Foote.

Abstention – Stokes.

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on February 15, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH 2? MISSISSIPPI TO FACILITATE THE “GOING GREEN FOR A COOL HEALTHY JACKSON” PROJECT.

WHEREAS, on October 27, 2020, the Jackson City Council ratified the submission of the “Going Green for a Cool, Healthy Jackson” grant application to the Robert Wood Johnson Foundation (RWJF) and authorized the Mayor to accept the grant award to reduce mortality and prevent illness associated with urban-heat-island (UHI) effects in Jackson, Mississippi, while providing a range of social, economic, cultural, and ecological co-benefits for the City of Jackson’s at-risk residents for the term beginning November 1, 2020, and ending April 30, 2023; and

WHEREAS, on September 28, 2021, the Jackson City Council authorized the Mayor to execute an amendment to the Robert Wood Johnson Foundation “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant funds to 2? Mississippi such that 2? Mississippi would facilitate said project for the remainder of the grant term; and

WHEREAS, on February 15, 2022, the Jackson City Council authorized the Mayor to amend consultant agreements with Dr. Vivek Shandas, Anna Marandi, Dr. Berniece Herbert, Dr. Dominika Parry, and UMMC to reflect that the consultants will be paid by 2? Mississippi; and

WHEREAS, on February 15, 2022, the Jackson City Council authorized the Mayor to execute a professional services agreement with 2? Mississippi to facilitate the “Going Green for a Cool, Healthy Jackson” project for the remainder of the grant term beginning February 1, 2022, and ending April 30, 2023, in the amount of \$475,549.00; and

WHEREAS, on May 5, 2023, RWJF notified the Deputy Director of Economic Development that the grant period has been extended to October 31, 2023; however, the amendment does not modify the scope of work or increase the Foundation’s commitment; and

WHEREAS, to date, the City has received \$382,472.00 in grant funds from the Robert Wood Johnson Foundation, and the City was due to receive the remaining amount of \$93,077.00 in 2023; and

WHEREAS, the City will keep \$1,946.00 of the grant funds from the Robert Wood Johnson Foundation for indirect costs; and

WHEREAS, the City of Jackson Chief Administrative Officer recommends the Mayor execute an amendment to the professional services agreement with 2? Mississippi, 116 Summerlake Drive, Ridgeland, Mississippi, 39157, an organization founded by Dr. Dominika Parry that is purposed with building environmentally and economically sustainable communities, municipalities and businesses in Mississippi, to facilitate the project for the remainder of the grant term beginning upon execution and ending October 31, 2023, in the amount of \$91,131.00.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an amendment to the professional services agreement with 2? Mississippi, to facilitate the Robert Wood Johnson Foundation’s “Going Green for a Cool, Healthy Jackson” project for the remainder of the grant term beginning upon execution of the agreement and ending October 31, 2023, in the amount of \$91,131. 00.

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

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

Nays – None.

Absent – Grizzell and Stokes.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on September 12, 2023. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

3

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ROBERT WOOD JOHNSON FOUNDATION FOR THE SUBMISSION OF A REQUEST FOR A NO-COST GRANT EXTENSION FOR THE "GOING GREEN FOR A COOL HEALTHY JACKSON" PROJECT

RECEIVED BY THE CLERK OF THE CITY OF JACKSON
11/22/23

WHEREAS, on October 27, 2020, the Jackson City Council ratified the submission of the "Going Green for a Cool, Healthy Jackson" grant application to the Robert Wood Johnson Foundation (RWJF) and authorized the Mayor to accept the "Going Green for a Cool, Healthy Jackson" grant award from RWJF in the amount of \$650,000 to reduce mortality and prevent illness associated with urban-heat-island (UHI) effects in Jackson, Mississippi, while providing a range of social, economic, cultural, and ecological co-benefits for the City of Jackson's at-risk residents for the term beginning November 1, 2020, and ending April 30, 2023; and

WHEREAS, on September 9, 2021, RWJF had agreed to amend the "Going Green for a Cool, Healthy Jackson" grant award to revise the budget and budget narrative to \$475,549 and to permit the City of Jackson to subcontract or subgrant funds to 2C Mississippi Toward Sustainable Educated & Empowered Mississippi (2CM); and

WHEREAS, on September 28, 2021, the Jackson City Council authorized the Mayor to execute an amendment to the "Going Green for a Cool, Healthy Jackson" grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant funds to 2CM; and

WHEREAS, on June 22, 2023, the Jackson City Council authorized the Mayor to accept the six-month no-cost grant extension from the Robert Johnson Foundation for the "Going Green for a Cool, Healthy Jackson" project and to execute any and all documents related to the acceptance of said grant extension; and

WHEREAS, on October 12, 2023, RWJF has notified the Deputy Director of Economic Development that the grant period has been extended to March 31, 2024; however, the amendment does not increase the Foundation's commitment; and

IT IS, THEREFORE, ORDERED that the Mayor be authorized to accept the no-cost grant extension from the Robert Wood Johnson Foundation for the "Going Green for a Cool, Healthy Jackson" project and to execute any and all documents related to the acceptance of said grant extension.

Item #: 3
Date: December 13, 2023
By: (Wright, Lumumba)

POINTS		COMMENTS					
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ROBERT WOOD JOHNSON FOUNDATION FOR THE SUBMISSION OF A REQUEST FOR A NO-COST GRANT EXTENSION FOR THE "GOING GREEN FOR A COOL HEALTHY JACKSON" PROJECT					
2.	Purpose	To preserve the City's natural heritage; ensure connectivity of green spaces; minimize heat risk while maximizing ecosystem services; maximize the biomass of green infrastructure; maintain infrastructure; build institutional capacity; and incorporate educational opportunities					
3.	Who will be affected	City of Jackson					
4.	Benefits	Quality of Life					
5.	Schedule (beginning date)	Upon approval					
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide					
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	CAO					
8.	COST						
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"/> 						
10.	EBO participation See attached sheets from Vendors	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>



MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Louis Wright, City Administrative Officer

Date: November 6, 2023

Subject: ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ROBERT WOOD JOHNSON FOUNDATION FOR THE SUBMISSION OF A REQUEST FOR A NO-COST GRANT EXTENSION FOR THE "GOING GREEN FOR A COOL HEALTHY JACKSON" PROJECT

The attached agenda item which accompanies this memo requests that the City Council authorize the amendment to the order ratifying the City's acceptance of the Robert Wood Johnson Foundation grant for the project entitled "*Going Green for a Cool Healthy Jackson.*" The amendment extends the project term to March 31, 2024, but it does not increase the Foundation's commitment.

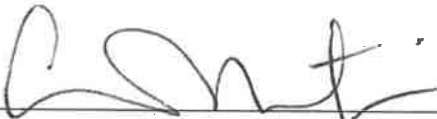
Office of the City Attorney

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

12/1/23
11/2

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ROBERT WOOD JOHNSON FOUNDATION FOR THE SUBMISSION OF A REQUEST FOR A NO-COST GRANT EXTENSION FOR THE "GOING GREEN FOR A COOL HEALTHY JACKSON" PROJECT** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



12/1/23

Date

Mya Lee

From: Tangayika Hoover
Sent: Thursday, November 2, 2023 7:01 AM
To: Mya Lee
Subject: Fwd: I.D. 78017 - Extension Request Approved

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning,

Please create an Order and contract for this extension.

Thank you.

Sent from my iPhone

Begin forwarded message:

From: Sharleen Rajput <srajput@rwjf.org>
Date: October 12, 2023 at 10:09:45 AM EDT
To: Dominika Anna Parry <2CMississippi@gmail.com>, Tangayika Hoover <thoover@city.jackson.ms.us>
Cc: Karabi Acharya <kacharya@rwjf.org>, LaaWanda Horton <lhorton@city.jackson.ms.us>, "Chokwe A. Lumumba" <calumumba@city.jackson.ms.us>
Subject: I.D. 78017 - Extension Request Approved

I am writing in reference to the Robert Wood Johnson Foundation grant identified below.

I.D.: 78017
Award Amount: \$475,549
Purpose: Adapting nature-based solutions from Spain, Cuba, and Japan to address the urban-heat-island effect in Jackson, Miss.
Project Information: Grant Period: November 1, 2020 through March 31, 2024
Project Director: Yika Hoover, 601-960-1611 (thoover@jacksonms.gov)

We have reviewed and approved your no-cost extension request through March 31, 2024. Please access RWJF's [Grantee Hub](#) where you can submit reports, products, view grant-related information (including when reports are due), and make grant-related requests.

If you need further assistance, please contact me.

Sincerely,

Sharleen Rajput

Program Financial Analyst
Robert Wood Johnson Foundation
609-627-6227
srajput@rwjf.org

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, OCTOBER 27, 2020 10:00 A.M.**

WHEREAS, the proposed interlocal cooperative agreement would continue from the effective date as until such time as the crisis has been abated, the funds have been expended, and activities contemplated by the interlocal agreement have been completed.

THEREFORE, IT IS HEREBY ORDERED that pursuant to the Interlocal Cooperation Act of 1974 and other applicable law, the Mayor is authorized to execute an interlocal agreement between the City of Jackson, Mississippi and the Hinds County to provide \$500,000 to Hinds County to hire additional deputies to assist with public safety within the City of Jackson, Mississippi.

Council Member Stokes moved adoption; **President Banks** seconded.

Council Member Stokes and **President Banks**, withdrew their motion and second. **President Banks** stated that said item would be referred to the Planning Committee.

**ORDER RATIFYING APPLICATION AND AUTHORIZING THE
ACCEPTANCE OF A GRANT AWARD FROM THE ROBERT WOOD
JOHNSON FOUNDATION IN THE AMOUNT OF \$650,000 TO REDUCE
MORTALITY AND PREVENT ILLNESS ASSOCIATED WITH URBAN HEAT
ISLAND (UHI) EFFECTS IN JACKSON, WHILE PROVIDING A RANGE OF
SOCIAL, ECONOMIC, CULTURAL AND ECOLOGICAL CO-BENEFITS FOR
THE CITY'S AT-RISK RESIDENTS.**

WHEREAS, Mayor Chokwe Antar Lumumba has identified extreme heat and humidity as one of the biggest threats to the health and well-being of City of Jackson residents, and is committed to institutionalizing heat, health, and equity for neighborhoods that are most at-risk for climate-related threats to human health due to sustained increases in temperature and poor air quality; and

WHEREAS, the City teamed with local medical and science professionals to secure a National League of Cities "Leadership in Community Resilience" grant; and

WHEREAS, the team also leveraged support from NOAA's Climate Program and the National Integrated Heat Health Information System for a community science urban heat island (UHI) to gather data via a citywide heat-mapping campaign; and

WHEREAS, the City's proposal, as submitted to the Robert Wood Johnson Foundation, entitled, "*Going Green for a Cool Healthy Jackson*" proposes to adapt nature-based solutions to address the urban heat-island effect in Jackson; and

WHEREAS, the "Going Green for a Cool, Healthy Jackson" (CHJ) project models heat mitigation efforts originating in Barcelona, Spain, and adapts successful solutions developed in Havana, Cuba and Okaya, Japan, ensuring that funding dedicated to these programs maximizes

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, OCTOBER 27, 2020 10:00 A.M.**

the city's return on investment, reaching the most at-risk and historically underserved residents; and

WHEREAS, the goals of the project are to: preserve the City's natural heritage; ensure connectivity of green spaces; minimize heat risk while maximizing ecosystem services; maximize the biomass of green infrastructure; maintain infrastructure; build institutional capacity; and incorporate educational opportunities; and

WHEREAS, guided by these goals, the City will undertake building new city parks and green corridors; promote and establish urban community gardens; promote and establish green roofs; and promote and establish vertical gardens; and

WHEREAS, the project will engage several City departments, including the Department of Planning and Development to design the projects; the Department of Parks and Recreation to implement the designed projects in public spaces; and the Department of Public Works to address infrastructure needs for projects; and

WHEREAS, the coordination of the projects will be led by the Office of the Chief Administrator.

IT IS HEREBY ORDERED that the proposal and grant application submitted to the Robert Wood Johnson Foundation, entitled "Going Green for a Cool, Healthy Jackson" is ratified.

IT IS FURTHER ORDERED that City is authorized to accept said grant, and the Mayor and/or his designee be authorized to execute any and all documents necessary in furtherance of acceptance of the Robert Wood Johnson Foundation grant.

Council Member Stokes moved adoption; **Council Member Tillman** seconded.

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

Nays – None.

Absent – Stamps.

* * * * *

There came for Discussion Agenda Item No. 57:

DISCUSSION: HOT PURSUIT (CHASING): **President Banks** recognized **Council Member Stokes**, who stated Legal will be doing research on how to proceed with said item.

* * * * *

There came for Discussion Agenda Item No. 58:

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH 2°C MISSISSIPPI TO FACILITATE THE “GOING GREEN FOR A COOL HEALTHY JACKSON” PROJECT AND AUTHORIZING AN AMENDMENT TO CONSULTANT AGREEMENTS.

WHEREAS, on October 27, 2020, the governing authorities authorized the Mayor to accept a grant award in the amount of \$475,549.00 from the Robert Wood Johnson Foundation to fund the “Going Green for a Cool Healthy Jackson” project to adapt nature-based solutions to address the urban heat-island effect in Jackson, Mississippi for the term beginning November 1, 2020, and ending April 30, 2023; and

WHEREAS, the main goal of the project is to reduce mortality and prevent illness associated with urban heat island effects in Jackson, Mississippi, while providing a range of social, economic, cultural and ecological co-benefits for the most at-risk City of Jackson residents; and

WHEREAS, by Order entered on January 19, 2021, the governing authorities authorized the Mayor to enter into consultant agreements with Dr. Vivek Shandas, Mr. John Cooper, Ms. Anna Marandi, Dr. Bernece Herbert, Dr. Dominika Parry, Dr. Alan Penman and Multiplier for the term beginning November 1, 2020, and ending April 30, 2023, to provide various professional services for the project; and

WHEREAS, after said Order was entered, the Robert Wood Johnson Foundation agreed to amend the “Going Green for a Cool, Healthy Jackson grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract funds to 2°C Mississippi; and

WHEREAS, by Order entered on September 28, 2021, the governing authorities authorized the Mayor to execute an amendment to the Robert Wood Johnson Foundation “Going Green for a Cool Healthy Jackson” grant award to allow the City of Jackson to subcontract the grant award to 2°C Mississippi such that 2°C Mississippi would facilitate said project for the remainder of the grant term; and

WHEREAS, to date, the City has received \$382,472 in grant funds from the Robert Wood Johnson Foundation and will receive the remaining amount of \$93,077 funds in 2023; and

WHEREAS, the City will keep \$22,646 of the grant funds from the Robert Wood Johnson Foundation for indirect costs; and

WHEREAS, the City of Jackson Chief Administrative Officer recommends the Mayor execute a professional services agreement with 2°C Mississippi, 116 Summerlake Drive, Ridgeland, Mississippi 39157, an organization founded by Dr. Dominika Parry that is purposed with building environmentally and economically sustainable communities, municipalities and businesses in Mississippi, to facilitate the project for the remainder of the grant term beginning January 5, 2022, and ending April 30, 2023, in the amount \$393,976.50 (\$452,903 minus \$58,926.50 which has been paid by the City to consultants to date).

WHEREAS, under the amendment to the grant agreement, 2°C Mississippi will compensate the consultants using grant funds transferred from the City of Jackson; and

WHEREAS, the Chief Administrative Officer recommends the Mayor amend the consultant agreements with Dr. Vivek Shandas, Anna Marandi, Dr. Berneece Herbert, Dr. Dominika Parry, and UMMC to reflect that the consultants will be paid by 2nd C Mississippi.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to amend the consultant agreements with Dr. Vivek Shandas, Ms. Anna Marandi, Dr. Berneece Herbert, Dr. Dominika Parry, UMMC, and Multiplier.

IT IS FURTHER ORDERED, that the Mayor is authorized to execute a professional services agreement with 2nd C Mississippi, to facilitate the "Going Green for a Cool, Healthy Jackson" project for the remainder of the grant term beginning February 1, 2022, and ending April 30, 2023, in the amount of \$393,976.50 (\$452,903 minus \$58,926.00 which has been paid by the City to consultants to date.

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

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

Nays – Foote.

Abstention – Stokes.

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on February 15, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ROBERT WOOD JOHNSON FOUNDATION GRANT AGREEMENT.

WHEREAS, the Jackson City Council ratified the submission of the “Going Green for a Cool, Healthy Jackson” grant application to the Robert Wood Johnson Foundation on October 27, 2020, and authorized the Mayor to accept the “Going Green for a Cool, Healthy Jackson” grant award from the Robert Wood Johnson Foundation in the amount of \$650,000 to reduce mortality and prevent illness associated with urban-heat-island (UHI) effects in Jackson, Mississippi, while providing a range of social, economic, cultural and ecological co-benefits for the City of Jackson’s at-risk residents; and

WHEREAS, the Robert Wood Johnson Foundation has agreed to amend the “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant funds to 2C Mississippi Toward Sustainable Educated & Empowered Mississippi (2CM); and

WHEREAS, the amendment will authorize the City of Jackson to subcontract or subgrant funds to 2CM as subcontractor or subgrantee to (a) oversee the project’s vision, design, strategies, partner coordination and project implementation; (b) hire and oversee work of subcontractors to conduct community co-creation process (One Voice); (c) hire and oversee work of subcontractors to conduct architectural design for project interventions (Carbon Office, LLC; Jackson State University, Planning Department; Mississippi State University, School of Architecture); (d) hire and oversee work of a part time staff manager to assist with all project needs; (e) coordinate work and provide compensation to the project consultants (CAPA Strategies, Kurt Shickman from the Global Cool Cities Alliance; (f) Dr. Alan Penman from the University of Mississippi Medical Center; Professor Berneece Herbert from the Planning Department, Jackson State University; Anna Marandi from the National League of Cities; and (g) coordinate and reimburse all travel expenses incurred by 2CM’s staff, partners and consultants, as specified in “Going Green for a Cool, Healthy Jackson” grant award; and

WHEREAS, the Chief Administrative Officer recommends the City of Jackson execute an amendment the “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant funds to 2C Mississippi Toward Sustainable Educated & Empowered Mississippi (2CM) for the purposes set forth herein.

IT IS HEREBY ORDERED that the Mayor is authorized to execute an amendment to the “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant “Going Green for a Cool, Healthy Jackson” grant funds to 2C Mississippi Toward Sustainable Educated & Empowered Mississippi (2CM) for the purposes set forth herein.

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

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

Nays – None.

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on September 28, 2021. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

3. An agreement for the transfer of funds from account 30044346-6299 (Public, Educational, and Governmental Access Channel - PBG Network) to account 300-44340-6419 (other professional services) as recommended by the PEG Network, with a total transfer amount of \$6,400.00.

Council Member Lindsay moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – Grizzell and Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ROBERT WOOD JOHNSON FOUNDATION FOR THE SUBMISSION OF A REQUEST FOR A SIX-MONTH NO-COST GRANT EXTENSION FOR THE "GOING GREEN FOR A COOL HEALTHY JACKSON" PROJECT.

WHEREAS, on October 27, 2020, the Jackson City Council ratified the submission of the "Going Green for a Cool, Healthy Jackson" grant application to the Robert Wood Johnson Foundation (RWJF) and authorized the Mayor to accept the "Going Green for a Cool, Healthy Jackson" grant award from RWJF in the amount of \$650,000 to reduce mortality and prevent illness associated with urban-heat-island (UHI) effects in Jackson, Mississippi, while providing a range of social, economic, cultural, and ecological co-benefits for the City of Jackson's at-risk residents for the term beginning November 1, 2020, and ending April 30, 2023; and

WHEREAS, on September 9, 2021, RWJF had agreed to amend the "Going Green for a Cool, Healthy Jackson" grant award to revise the budget and budget narrative to \$475,549 and to permit the City of Jackson to subcontract or subgrant funds to 2C Mississippi Toward Sustainable Educated & Empowered Mississippi (2CM); and

WHEREAS, on September 28, 2021, the Jackson City Council authorized the Mayor to execute an amendment to the "Going Green for a Cool, Healthy Jackson" grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant funds to 2CM; and

WHEREAS, on May 5, 2023, RWJF has notified the Deputy Director of Economic Development that the grant period has been extended to October 31, 2023; however, the amendment does not increase the Foundation's commitment.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to accept the six-month no-cost grant extension from the Robert Wood Johnson Foundation for the "Going Green for a Cool, Healthy Jackson" project and to execute any and all documents related to the acceptance of said grant extension.

Council Member Lindsay moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – Grizzell and Stokes.

Note: Council Member Banks left the meeting.

ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE STATE OF MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PUBLIC SAFETY PLANNING FOR A GRANT FROM THE EDWARD BYRNE MEMORIAL JUSTICE GRANT (JAG) HOT SPOTS POLICING SOLICITATION 15 PBJA-22-GG-00637-MUMU.

4

OFFICE OF THE CITY ATTORNEY
REC 11/29/23

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

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

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

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

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

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

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

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

WHEREAS, on August 16, 2022, the Jackson City Council authorized the Mayor to accept the grant extension from the W. K. Kellogg Foundation for the development of the Employment Pathways to Human Dignity project and execute any and all documents related to the acceptance of said grant extension; and

WHEREAS, on September 30, 2023, the City of Jackson submitted a request for a 12-month extension for the implementation of the EPHD grant to increase employment opportunities for low-income families of color through a stratified framework of the workforce and economic

Agenda Item # 4
December 13, 2023
(Wright, Lumumba)

development, job creation, and employer engagement to achieve family economic security and regional prosperity; and

WHEREAS, on October 27, 2023, W.K. Kellogg Foundation notified the Deputy Director of Economic Development that the grant period would be extended to September 30, 2024; however, the amendment does not increase the Foundation's commitment; and

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

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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: October 28, 2023

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER RATIFYING THE SUBMISSION OF A REQUEST FOR A TWELVE-MONTH GRANT EXTENSION TO THE W. K. KELLOGG FOUNDATION FOR THE DEVELOPMENT OF THE PROPOSAL ENTITLED <i>EMPLOYMENT PATHWAYS TO HUMAN DIGNITY</i> (EPHD)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development																																													
3.	Who will be affected?	City of Jackson																																													
4.	Benefits	The Employment Pathways to Human Dignity (EPHD) program focuses on delivering training and job connections to City of Jackson residents who are below the poverty line and college graduates who are Pell recipients																																													
5.	Schedule (beginning date)	Upon Approval																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide																																													
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> ▪ City Department <input type="checkbox"/> ▪ Consultant	CAO																																													
8.	COST	No Cost to the City of Jackson																																													
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other																																														
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><u> X </u></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><u> X </u></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><u> X </u></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><u> X </u></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><u> X </u></td> </tr> </table>	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>
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>																																							
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>																																							



MEMORANDUM

TO: Mayor Chokwe Lumumba

FROM: Louis Wright, CAO
Office of the Chief Administrator

DATE: October 28, 2023

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

In an effort to increase employment, job creation, employer engagement, and economic growth, which allows citizens to access tools to help them traverse pathways to self-sufficiency, the Office of City Administration (CAO) recommends that the City accepts a grant extension from the W.K. Kellogg Foundation to continue the development of the *Employment Pathways to Human Dignity* (EPHD) project. This grant was approved on April 30, 2019, by the City. This extension extends the grant period to September 30, 2024.

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
DEC 11/29/23

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE SUBMISSION OF A REQUEST FOR A TWELVE-MONTH GRANT EXTENSION TO THE W.K. KELLOGG FOUNDATION FOR THE DEVELOPMENT OF THE PROPOSAL ENTITLED *EMPLOYMENT PATHWAYS TO HUMAN DIGNITY* (EPHD)** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



12/3/23
Date



A Partner With Communities Where Children Come First

One Michigan Avenue East
Battle Creek, MI 49017-4012

MAIN 269.968.1611

FAX 269.968.0413

wkkf.org

October 27, 2023

Tangayika Hoover
Deputy Director
City of Jackson
200 S President St.
Jackson, Mississippi 39205

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

Dear Tangayika Hoover:

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

This Amendment provides an extension of the Grant Period through September 30, 2024. This amendment does not in any way increase the Foundation's commitment. As a reminder, report(s) for this grant for the period ending September 30, 2023, are due shortly. The report(s), as described in the "Reporting" section of the Foundation's Grant Agreement, should be sent directly to the Foundation program officer. The budget for the remaining Reporting Period of October 1, 2023, through September 30, 2024, will be established after financial reporting has been submitted and approved by the Foundation program officer.

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

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

If you have any questions about the terms or conditions of this Amendment, please contact Grant Services at grantservices@wkkf.org. On behalf of the Foundation, I extend every good wish for the continued success of this effort.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily Sheffieck". The signature is written in a cursive, flowing style.

Emily Sheffieck
Grant Analyst

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

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

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

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

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

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

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

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

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

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

STATEMENT OF VOTES

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



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

April 29, 2019

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

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

Dear Dr. Blaine:

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

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

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

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

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

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

8. Legal and Tax Requirements: Grantee represents and warrants to the Foundation that:

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

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

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

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

Legal Designee: Robert Blaine, Chief Administrative Officer

Financial Designee: LaaWanda Horton, Director of Finance

Project Director: Robert Blaine, Chief Administrative Officer

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

Program Officer: Paula R. Sammons, PRS@wkkf.org

Grant Support: Robyn Villanueva Keller, robyn.keller@wkkf.org, (269) 969-2661

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

Sincerely,

DocuSigned by:
Ann C. Sherzer
D7AD89125542458
Ann C. Sherzer

Grants & Contracts Sr. Manager/Staff Attorney

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

Signature of Grantee:

DocuSigned by:
Robert Blaine 4/29/2019
8F19E88C47A5E*18...
Robert Blaine

5

ORDER AUTHORIZING THE EXECUTION OF AN INSTALLATION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF JACKSON AND ADOPT A CHARGER, INC. TO INSTALL ELECTRIC VEHICLE CHARGING STATIONS

SECRET
11/29/23

WHEREAS, on October 18, 2023, Entergy Services, LLC entered into an agreement with Adopt a Charger, Inc. (AAC) to donate One Hundred Sixty Thousand Dollars and Zero Cents (\$160,000.00) to enable AAC to install electric vehicle charging stations (EVCS) at high profile locations in Jackson, Mississippi metro area; and

WHEREAS, AAC seeks to enter into an agreement with the City of Jackson (COJ) to install and maintain, through Lavallee Services, EVCS in Jackson for an agreement period of five years after the execution of the agreement; and

WHEREAS, COJ will designate parking spaces available for the purpose of electric vehicle charging, will stripe the spaces to identify them as “Electric Vehicles Charging Only,” and will be responsible for electricity costs incurred by the EVCS; and

WHEREAS, AAC will purchase and install the EVCS at the mutually agreed upon locations and will pay all up-front cost for the installation, equipment, operation, and maintenance; and

WHEREAS, COJ will have no financial obligation to repay the equipment and installations costs; and

WHEREAS, AAC will provide the COJ access to the site host dashboard software system to track utilization at the stations; and

WHEREAS, AAC will also contract with Lavallee Services for the maintenance of EVCS for five years of the agreement period; and

NOW, THEREFORE, IT IS HEREBY ORDERED that the Mayor is authorized to enter into an Installation and Maintenance Agreement with Adopt a Charger, Inc. to install and maintain electric vehicle charging stations for an agreement period of five years.

Item No.: 5
Date: December 13, 2023
By: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 11/20/2023

P O I N T S		C O M M E N T S					
1.	Brief Description	ORDER AUTHORIZING THE EXECUTION OF AN INSTALLATION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF JACKSON AND ADOPT A CHARGER, INC. TO INSTALL ELECTRIC VEHICLE CHARGING STATIONS					
2.	Purpose	To install and maintain electric vehicle charging stations in the Jackson metro area					
3.	Who will be affected	Citywide					
4.	Benefits	Access to electric vehicle charging stations					
5.	Schedule (beginning date)	Upon approval					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	citywide					
7.	Action implemented by: ▪ City Department ▪ Consultant	Department of Planning & Development					
8.	COST	\$0					
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>						
1	EBO participation See attached sheets from Vendors	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>

Department of Planning and Development



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

TO: Mayor Choke Lumumba

FROM: Chloe Dotson BUPD. MURP., Director
Department of Planning and Development

Cum

DATE: November 20, 2023

RE: ORDER AUTHORIZING THE EXECUTION OF AN INSTALLATION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF JACKSON AND ADOPT A CHARGER, INC. TO INSTALL ELECTRIC VEHICLE CHARGING STATIONS

The agenda item which accompanies this memo requests that Jackson City Council authorize the Mayor to execute an Installation and Maintenance Agreement with Adopt a Charger, Inc. to install and maintain electric vehicle charging stations in the Jackson metro area for an agreement period of five years.

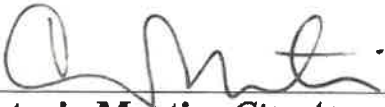
Office of the City Attorney

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
11/29/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE EXECUTION OF AN INSTALLATION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF JACKSON AND ADOPT A CHARGER, INC., TO INSTALL ELECTRIC VEHICLE CHARGING STATIONS** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



12/1/23

Date

INSTALLATION AND MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is entered into this 31 day of October 2023 ("Execution Date") between the City of Jackson, Mississippi (City) and Adopt a Charger, Inc. ("AAC").

RECITALS

1. Founded in 1812, Jackson is the capital of and the most populous city in Mississippi. The city is also one of the two count seats of Hinds County, along with Raymond County. Jackson is the anchor for the Jackson metropolitan statistical area, the largest metropolitan area completely within the state and the 10th largest urban area in the Depp South. With a 2020 population estimated around 600,000, metropolitan Jackson is home to over one-fifth of Mississippi's population. The city sits on the Pearl River and is located in the greater Jackson Prairie region of Mississippi.
2. AAC is a nonprofit organization dedicated to finding and working with sponsors to install, and maintaining electric vehicle charging stations ("EVCS") at popular destination locations for public use.

IT IS THEREFORE agreed by and among AAC and the City as follows:

I. EVCS EQUIPMENT

- A. AAC will purchase and install Level 2 – 240 volt EVCS to be installed at mutually agreed upon locations in and around Jackson. AAC will pay all up-front cost for the installation, equipment, operation and maintenance for a 5 year period using grant funding from the Entergy Environmental Initiatives Fund. Upon installation, the charging stations will become the property of The City. The City will have no financial obligation to repay the equipment and installation costs.
- B. AAC will provide the City access to the site host dashboard software system to track utilization at the charging stations.
- C. AAC shall be responsible for installing additional EVCS, if the City decides to expand the program and applicable rebates are available.

II. THE CITY AND AAC OBLIGATIONS

- A. The City agrees to support the Adopt a Charger Program with the following services:
1. The City will make agreed upon parking spaces available for the purpose of electric vehicle charging.
 2. If the City decides to upgrade other electrical in the vicinity for lights or security cameras, they will pay their share of the utility upgrade costs.
 3. The City agrees to designate the parking spaces for EV charging only.
 4. The City shall be responsible for all electricity costs incurred by the EVCS during the term of this Agreement (“Electricity Charges”)
 5. If the City decides to recoup the cost of electricity, they will enter into a separate agreement with the Electric Vehicle Service Provider (EVSP), to monetize the charging.
 6. The City will stripe the parking spaces to identify them as EV Charging Only.
- B. AAC will provide the City with the following services (the “Services”):
1. AAC shall pay 100% of the upfront costs of the project using the Entergy Environmental Initiatives Fund Grant.
 2. There is no obligation for the City to contribute to any costs not covered by the ADEQ rebate.
 3. AAC will provide and install all necessary regulatory signage.

III. GRANT OF RIGHTS

- A. AAC may use the Jackson logo and trademarks for promotion of the program, subject in each case to prior approval. The City’s Logo shall at all times remain their exclusive property. The City reserves the right to withdraw this authority for AAC’s use of the Logo at any time if such use is not consistent with the terms of this Agreement or if, in the City’s sole judgment, such use may be harmful in any way, whereupon AAC shall cease all use of Logo immediately. The City represents and warrants that such approved use will not violate or infringe upon any rights of any kind or nature whatsoever, including without limitation copyright, rights of privacy or publicity, or trademark or servicemark rights, of any person or entity.
- B. The City may use/display AAC logo and promotional material, if any (collectively, for promotion by the City, subject in each case to prior approval by AAC. AAC’s Logo shall at all times remain AAC’s exclusive property. AAC reserves the right to withdraw this authority for City’s use of Logo at any time if such use is not

consistent with the terms of this Agreement or if, in AAC's judgment, such use may be harmful to in any way, whereupon the City shall cease all use of Logo immediately. AAC represents and warrants that such approved use will not violate or infringe upon any rights of any kind or nature whatsoever of any person or entity, including without limitation copyright, rights of privacy or publicity, or trademark or servicemark rights.

IV. MAINTENANCE

- A. AAC will contract with Lavallee Services for maintenance of EVCS for the period of 5 years.
1. Lavallee will list a toll free number on each EVSE unit to report problems.
 2. Lavallee will respond to any reported problems within 72 hours and make necessary repairs to EVCS.

V. TERM

The term of this Agreement is for five (5) years, commencing on the Execution Date and terminating five calendar years after the Execution Date (the "Expiration Date").

VI. INDEMNIFICATION

AAC and the City agree, jointly and severally, to hold harmless, indemnify, and defend the City, and their respective trustees, officers, employees and affiliates from and against any and all claims, liabilities, damages, and expenses (including without limitation attorneys' fees) incurred in connection with or arising from the use of the EVCS by visitors or staff.

VII. INSURANCE

AAC will maintain the following minimum insurance coverages: Commercial general liability insurance in the amount of \$1 million and workers compensation insurance as required under California law. AAC hereby waives all rights of recovery against the City of Jackson, its trustees, officers, employees, and subcontractors for damages arising out of or incurred in connection with this Agreement.

VIII. TERMINATION

Any party may terminate this Agreement upon 30 days' written notice to the other parties, with or without cause. The City shall be responsible for, and shall pay all Electricity Charges, up to the date of termination as specified in the notice of termination.

IX. NOTICES

A. Any notices that any party is required or permitted to give under or in connection with this Agreement must be in writing. All notices must be hand delivered, sent by fax with a copy sent by U.S. Mail postage prepaid, or sent by overnight delivery service or registered or certified mail, return receipt requested. Notice will be effective at the time of receipt by the receiving party if personally served, at the time of faxing if faxed with a copy sent by U.S. Mail, or on the day that is one day after mailing or delivering by overnight delivery service.

B. The addresses for notice are:

The City of Jackson:

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

AAC:

Adopt a Charger
2408 Via La Selva
Palos Verdes Estates, CA 90274

X. NO CONTINUING OBLIGATIONS

Except as provided in this Agreement, neither AAC nor the City of Jackson shall have any continuing obligations, liability, cost or expense with respect to each EVSE upon expiration of this Agreement.

XI. GENERAL PROVISIONS

A. Each party represents and warrants that it has the right, authority, and capacity to enter into this Agreement and to provide the services set forth herein in compliance with the terms of this Agreement, for the entire term of this Agreement.

B. The City may not transfer or assign this Agreement. AAC may not transfer or assign its rights, nor delegate its obligations under this Agreement to a third party, without the prior written approval of the City.

- C. Failure by any party at any time to require performance by the other party of any provision does not in any way affect the right to require full performance at any later time, nor does the waiver by either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of same or any other provision, nor constitute a waiver of the provision itself.
- D. This Agreement is to be governed by and construed according to the laws of the State of Mississippi.
- E. The partial or complete invalidity of any one or more provisions of this Agreement will not affect the validity or continuing force and effect of any other provision.
- F. Nothing in this Agreement is intended to make the parties partners or joint venturers. Further, nothing in this Agreement makes one party the agent of the other, and no party has the power or authority to bind the other.
- G. Any modification of this Agreement must be in writing and signed by all of the parties.
- H. Each party represents and warrants that it has the right, power, and authority to execute this Agreement and perform this Agreement in accordance with its terms.
- I. The parties agree that any dispute between them arising out of, based upon or relating to this Agreement will be resolved exclusively by arbitration conducted in accordance with the Commercial Rules of the American Arbitration Association then in effect. The prevailing party in such arbitration shall be awarded reasonable attorney fees, to be fixed by the arbitration, and its costs of arbitration.
- J. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same Agreement.
- K. This Agreement constitutes the entire agreement of the parties and all prior understandings, agreements, and contracts, if not contained herein, are of no force and effect. This Agreement is intended to supersede all prior agreements or understandings of the parties relating to the subject matter of the Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the Execution Date set forth above.

THE CITY OF JACKSON

By: _____

Printed Name

Title

ADOPT A CHARGER

DocuSigned by:
By: *Kathryn Adams Hoksbergen*
D468EFDE37BA4C1...
Kathryn Adams Hoksbergen

Printed Name
Executive Director

Title

PROPOSED LOCATIONS ELECTRIC VEHICLE CHARGING STATIONS

UNION STATION - CAPITOL / MILL

SMITH PARK

PLANETARIUM / MMA - LAMAR ST

SMITH ROBERTSON MUSEUM

JACKSON ZOO

TWO MUSEUMS - NORTH / AMITE

CITY HALL - PASCAGOULA / PRESIDENT

OLD CAPITOL MUSEUM - CAPITOL/STATE



ACT OF DONATION

This Act of Donation ("Agreement") is made by and between Entergy Services, LLC "Donor", a Louisiana limited liability corporation, and the Adopt A Charger ("Donee"), an IRC § 501(c)(3) non-profit corporation, effective as of the date of full and final execution below (the "Effective Date").

RECITALS:

WHEREAS, Donor has established the "Environmental Initiatives Fund" to support environmentally beneficial projects with an emphasis on climate change mitigation, solutions, and sustainability (the "Fund"); and

WHEREAS, Donee has requested that Donor make a charitable contribution to Donee to so that Donee may fund its Charge Up! Program for EV charging installations at high profile locations in the Jackson, Mississippi metro area ("the "Project"); and

WHEREAS, Donor has agreed to make a charitable contribution to Donee under the terms and conditions provided herein.

NOW THEREFORE, Donor and Donee agree as follows:

AGREEMENT:

1. **Donation.** Donor agrees to give to Donee the amount of One Hundred and Sixty Thousand (\$160,000) Dollars. The payment(s) made by Donor to Donee are sometimes referred to herein as the "Donation."

2. **Permitted Uses; Donee Obligations.**

2.1 Donee: (1) shall use the Donation solely for the purposes of carrying out the Project; (2) affirms that the Donation provides support for its general purposes within the scope of IRC § 170(c)(2); and (3) shall use the Donation in a manner that is consistent with the exempt purposes of Donee.

2.2 Donee shall provide semi-annual reports pertaining to its use of the Donation and the status of the Project upon completion. Such reports shall be submitted by June 15 and December 15 following the year in which the donation was made, and within 45 days of Project completion, and shall include financial data detailing how much and for what the monies were used and the status and the environmental benefits of the Project. Donee also shall provide other information, in Donee's possession or available to Donee, related to Project and/or the Donation requested by Donor from time to time.

2.3 Upon request by Donor, Donee agrees to participate in public announcements and events with representatives of Donor to promote the program and to recognize accomplishments in the media and with business and community leaders.

3. **Indemnity.**

3.1 Donee agrees to indemnify and hold Donor harmless against any and all claims, demands, suits and judgments that may be asserted for damages for loss or liability on account of injuries to (including death of) persons or damage to property and including costs and expenses incidental thereto, arising wholly or in part from, or in connection with, Donee's use of the Donation and/or related to the Project. Donee also agrees to indemnify and hold Donor harmless against any and all claims or demands by any third parties used by Donee to provide or perform any work in connection with the Project.

3.2 If suit is brought against Donor to recover for, or on account of, any matter provided for in Section 3.1 above, Donee shall, at Donor's request, and at Donor's option, appear and defend said suit, with counsel reasonably acceptable to Donor, at Donee's sole cost and expense, whether or not well-founded, and will pay any judgment that may be entered therein against Donor or Donee, or both. The indemnification of Donor by Donee hereunder shall include but not be limited to the reasonable attorneys' fees and court costs incurred by Donor or on Donor's behalf in connection with any such suit, claim, demand or judgment. Notwithstanding anything to the contrary herein, Donee shall not indemnify Donor for Donor's gross negligence or intentional misconduct. The word "Donee" as used in Section 3.1 above shall include Donee's agents, contractors, subcontractors, representatives, servants, employees, invitees, successors, subsidiaries, affiliates or assigns, and the word "Donor" as used in this Section 3 shall include Donor, Donor's affiliated and associated companies, and the officers, directors, shareholders, agents, employees, representatives, licensees, invitees (express or implied) of each and their heirs, successors and assigns. The provisions of this Section 3 shall survive the termination of this Agreement.

4. **Faithful Performance; Termination.** The Donation is given on condition that Donee faithfully complies with all terms and conditions specified in this Agreement.

5. **Records.** Donee shall, for at least three (3) years after the completion of the Project, keep and maintain such time and other records or accounts of Donee as are necessary to verify and support any and all charges paid for using the Donation. This includes verification that any and all material, services, labor, and other expenses incurred for the Project have been paid. All books and records shall be maintained in accordance with generally accepted accounting principles. Such books and records shall be made available, on mutually agreeable dates and times, at Donee's facility in the United States for verification, copying, audit and inspection by representatives of Donor. Any such audit shall be at Donor's expense and conducted during the Donee's normal working hours; provided, however, that Donee shall provide reasonable assistance necessary to enable Donor to conduct such audit and shall not be entitled to charge Donor for any such assistance.

6. **Miscellaneous Provisions.**

6.1 **No Assignability.** This Agreement shall not be assigned by Donee.

6.2 **Governing Law.** This Agreement is to be governed by and construed in accordance with the laws of the State of Louisiana.

6.3 **Notices.**

A. All notices, requests, consents and other communications hereunder shall be in writing and may be sent via electronic mail or by United States Postal Service, addressed to the parties as follows:

If to Donor: Entergy Services, LLC
 P.O. Box 1640
 Jackson, MS 39215-1640
 Attn: Kelli M. Dowell, Director Environmental Policy
 kdowell@entergy.com; and
 EIF@entergy.com

With a copy to:

Entergy Services, LLC.
639 Loyola Avenue
22nd Floor
New Orleans, LA 70113
Attn: Robert D. Hess III, Associate General Counsel
rhess@entergy.com

If to Donee: Adopt A Charger
 2408 Via La Selva
 Palos Verdes, CA 90274
 Attn: Kitty Adams, Executive Director
 kitty.adams@adoptacharger.org

B. Notices under this Agreement shall be deemed given upon the earlier of the date of delivery or the date upon which delivery is refused.

C. Any changes in the names or addresses set out in subsection A. above shall be through written notice in conformity with the requirements set forth herein.

6.4 **Section Headings.** The headings of the several sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

6.5 **Entire Agreement.** This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the parties. No claim of waiver, modification, consent or acquiescence with respect to any of the provisions of this Agreement shall be made against either party, except on the basis of a written instrument executed by and on behalf of such parties. The parties acknowledge and agree that the recitals provided above constitute an integral part of this Agreement and shall be given the same force and effect as any other provision in this Agreement.

6.6 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

6.7 **Other Parties.** Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity, other than the parties hereto, any rights, remedy or claim under or in respect to this Agreement or any provision thereof.

6.8 **No Waiver.** Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

6.9 **Survival.** All of the warranties, covenants and representations of Donee, specifically including any obligations of insurance, defense, indemnity and hold harmless, shall survive the termination of this Agreement.

THUS DONE AND EXECUTED by the following duly authorized representative of Donor, before me, the undersigned Notary Public, in and for the County of Hinds, State of Mississippi, and the undersigned competent witnesses, on the 18th day of ~~September~~ October, 2023.

WITNESSES:

[Signature]
[Signature]

ENERGY SERVICES, LLC


By: Kelli M. Dowell
Name: Kelli M. Dowell
Title: Director, Environmental Policy
Date: 10-18-23

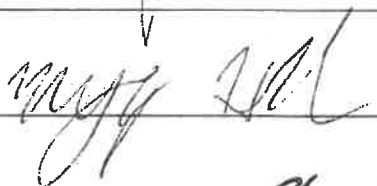
Sharon A. Smith
NOTARY PUBLIC




THUS DONE AND EXECUTED by the following duly authorized representative of Donee, before me, the undersigned Notary Public, in and for the County of Los Angeles, State of California, and the undersigned competent witnesses, on the 20 day of September, 2023.

WITNESSES:





ADOPT A CHARGER

By: 

Name: Kathryn Adams HUKSBERG
Title: Executive Director
Date: 9/20/2023



NOTARY PUBLIC

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles }

On September 20, 2023 before me, Kathia Ramirez, notary public
Date Here Insert Name and Title of the Officer

personally appeared Kathryn Adams Hoksbergen
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Act of Donation

Document Date: _____ Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

6

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST WITH DOWNSOUTH GLOBAL FOR CREATION OF JINGLES THAT WILL COVER LYRICS, WRITING, MUSIC PRODUCTION, SINGING, TALK OVER TALENT EDITING, SPOT MANAGER FOR ALL STATIONS AND AIRTIME FOR RADIO SPOTS ON Y101, AND 90.1 FOR THE I AM JACKSON MICROENTERPRISE GRANT

CITY OF JACKSON
11/28/23

WHEREAS, the City of Jackson Planning and Development/Office of Economic Development received one (1) quote for professional services for creation of jingles that will cover lyrics, writing, music production, singing, talk over talent, editing, spot manager for all stations, and airtime for radio spots on Y101, and 90.1 for the I Am Jackson Microenterprise Grant; and

WHEREAS, it is the City of Jackson's intention to award a professional services purchase order to DownSouth Global for the creation of jingles that will cover lyrics, writing, music production, singing, talk over talent, editing, spot manager for all stations and airtime for radio spots on Y101, and 90.1 for the I Am Jackson Microenterprise Grant; and

WHEREAS, the total amount of the purchase order is three thousand dollars (\$3,000) and will be covered by the FY2023 budget; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a professional services purchase order with DownSouth Global for the creation of jingles that will cover lyrics, writing, music production, singing, talk over talent, editing, spot manager for all stations and airtime for radio spots on Y101, and 90.1 for the I Am Jackson microenterprise grant; and

IT IS FURTHER ORDERED that the total amount expended to DownSouth Global during the term of this professional services purchase order shall not exceed three thousand dollars (\$3,000).

ITEM # 6
AGENDA DATE: December 13, 2023
DOTSON, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 5, 2023

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST WITH DOWNSOUTH GLOBAL FOR CREATION OF JINGLES THAT WILL COVER LYRICS, WRITING, MUSIC PRODUCTION, SINGING, TALK OVER TALENT EDITING, SPOT MANAGER FOR ALL STATIONS AND AIRTIME FOR RADIO SPOTS ON Y101, AND 90.1 FOR THE I AM JACKSON MICROENTERPRISE GRANT
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Economic Development
3.	Who will be affected	Current small business enterprises in the City of Jackson
4.	Benefits	Small businesses will benefit from the microenterprise grant.
5.	Schedule (beginning date)	
6.	Location:	Citywide
7.	Action implemented by: City Department	Department of Planning & Development Office of Economic Development
8.	COST	Not to exceed \$3,000
9.	Source of Funding General Fund Grant <input checked="" type="checkbox"/> Bond Other	CDBG-CV (CARES ACT) Funds Acct. No. 382.715.31.6742
10.	EBO participation	ABE % WAIVER yes no N/A <input checked="" type="checkbox"/> AABE % WAIVER yes no N/A <input checked="" type="checkbox"/> WBE % WAIVER yes no N/A <input checked="" type="checkbox"/> HBE % WAIVER yes no N/A <input checked="" type="checkbox"/> NABE % WAIVER yes no N/A <input checked="" type="checkbox"/>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

FROM: Chloe Dotson, Director of Planning
Department of Planning & Development

DATE: October 24, 2023

RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST WITH DOWNSOUTH GLOBAL FOR CREATION OF JINGLES THAT WILL COVER LYRICS, WRITING, MUSIC PRODUCTION, SINGING, TALK OVER TALENT EDITING, SPOT MANAGER FOR ALL STATIONS AND AIRTIME FOR RADIO SPOTS ON Y101, AND 90.1 7 FOR THE I AM JACKSON MICROENTERPRISE GRANT

The City of Jackson's Office of Economic Development would like to execute a professional service purchase order for the creation of jingles that will cover lyrics, writing, music production, singing, talk over talent, editing, spot manager for all stations and airtime for radio spots on Y101, and 90.1 for the I Am Jackson microenterprise grant.

Cc: Yika Hoover, Deputy Director, Office of Economic Development

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST WITH DOWNSOUTH GLOBAL FOR THE CREATION OF JINGLES THAT WILL COVER LYRICS, WRITING, MUSIC PRODUCTION, SINGING, TALK OVER TALENT EDITING, SPOT MANAGER FOR ALL STATIONS AND AIRTIME FOR RADIO SPOTS ON Y101, AND 90.1 FOR THE I AM JACKSON MICROENTERPRISE GRANT** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



12/1/23

Date

OFFICE OF THE CITY ATTORNEY
12/1/23

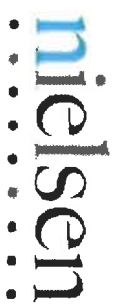
From: Laurie Chaplain
 Phone: (601) 956-0102
 Email: laurie@mix987.com
 10/25/2023 12:54 PM



One Week Total			30	\$6.67	\$200.00	1.9	1,600	3,800
	M-F 6A-7P		20	\$8.00	\$160.00	1.5	1,300	3,200
	M-Su 6A-12M		10	\$4.00	\$40.00	1.4	700	3,800
WYOY-FM	101.7	Pop Contemporary Hit Radio	18	\$28.00	\$504.00	1.4	14,900	47,100
Flight A - 1 wk (10/30)			8	\$28.00	\$224.00	1.3	7,400	31,400
One Week Total		W-Su 6A-12M	8	\$28.00	\$224.00	1.3	7,400	31,400
Flight B - 1 wk (11/06)			10	\$28.00	\$280.00	1.3	9,200	35,500
One Week Total			10	\$28.00	\$280.00	1.3	9,200	35,500

The first demo listed is the Primary Demo.

This report was created in TAPSCAN using the following Radio information: JACKSON, MS: SEP23 (JUL-SEP) / AUG23 (JUN-AUG) / JUL23 (MAY-JUL) / JUN23 (APR-JUN) / MAY23 (MAR-MAY) / APR23 (FEB-APR) / MAR23 (JAN-MAR) / FEB23 (DEC-FEB) / JAN23 (NOV-JAN); Metro: Multiple Dayparts Used; P 21-54; See Detailed Sourcing Page for Complete Details.
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From: Laurie Chaplain
 Phone: (601) 956-0102
 Email: laurie@mix987.com
 10/25/2023 12:54 PM



Stations	Dial Pos/Freq	Format	Daypart	Spots	Unit Rate	Total Cost	Notes	Frequency	Net Reach	Schedule Cum	
WYOY-FM (continued)											
WJLT-FM HD2	93.5	Blues	MSu 6A-12M	10	\$28.00	\$280.00		1.3	9,200	35,500	
Flight A - 1 wk (10/30)											
One Week Total				48	\$6.92	\$332.00		2.1	4,600	7,800	
Flight B - 1 wk (11/05)											
One Week Total				18	\$7.33	\$132.00		1.6	2,300	5,100	
			WF 6A-7P	18	\$7.33	\$132.00		1.6	2,300	5,100	
			Sa-Su 6A-12M	12	\$8.00	\$96.00		1.4	1,700	3,700	
				6	\$6.00	\$36.00		1.3	900	3,000	
One Week Total				30	\$6.67	\$200.00		1.9	3,200	5,900	
			MF 6A-7P	30	\$6.67	\$200.00		1.9	3,200	5,900	
			MSu 6A-12M	20	\$8.00	\$160.00		1.7	2,400	4,700	
				10	\$4.00	\$40.00		1.3	1,600	5,900	

Schedule Grand Totals: 2 Weeks

Stations	Dial Pos/Freq	Format	Spots	Unit Rate	Total Cost	Frequency	Net Reach	Schedule Cum
Radio Total								
			114	\$10.04	\$1,144.00	1.6	22,800	60,500
WJLT-FM	780	Rhythmic Oldies	48	\$6.42	\$308.00	2.0	2,400	5,100
WYOY-FM	101.7	Pop Contemporary Hit Radio	18	\$28.00	\$504.00	1.4	14,900	47,100
WJLT-FM HD2	93.5	Blues	48	\$6.92	\$332.00	2.1	4,600	7,800

The first demo listed is the Primary Demo.

This report was created in TAPSCAN using the following Radio information: JACKSON, MS: SEP23 (JUL-SEP) / AUG23 (JUN-AUG) / JUL23 (MAY-JUL) / JUN23 (APR-JUN) / MAY23 (MAR-MAY) / APR23 (FEB-APR) / MAR23 (JAN-MAR) / FEB23 (DEC-FEB) / JAN23 (NOV-JAN); Metro: Multiple Dayparts Used; P 21-54; See Detailed Sourcing Page for Complete Details.
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From: Laurie Chaplain
 Phone: (601) 956-0102
 Email: laurie@mix987.com

10/25/2023 12:54 PM



Flight Dates: 11/01/2023 - 11/12/2023Radio

Market: JACKSON, MS

Demo: P 21-54Survey: SEP23 (JUL-SEP) /

AUG23 (JUN-AUG) / JUL23 (MA

Geography: Metro ScheduleDescription:
 Jackson, MS Jingles

Radio Total	Dial Pos/Freq	Format	Daypart	Spots	Unit Rate	Total Cost	Notes	Frequency	Net Reach	Schedule Cumulative Persons
780		Rhythmic Oldies		48	\$6.42	\$308.00		2.0	2,400	5,100
				114	\$10.04	\$1,144.00		1.6	22,800	60,500
				18	\$6.00	\$108.00		1.8	1,000	3,000
				12	\$8.00	\$96.00	102.1 FM	1.5	800	2,600
				6	\$2.00	\$12.00		2.0	300	1,200
				30	\$6.67	\$200.00		1.9	1,600	3,800

Flight B - 1 wk (11/06)

The first demo listed is the Primary Demo.

This report was created in TABSCAN using the following Radio information: JACKSON, MS: SEP23 (JUL-SEP) / AUG23 (JUN-AUG) / JUL23 (MAY-JUL) / JUN23 (APR-JUN) / MAY23 (MAR-MAY) / APR23 (FEB-APR) / MAR23 (JAN-MAR) / FEB23 (DEC-FEB) / JAN23 (NOV-JAN); Metro; Multiple Dayparts Used: P 21-54; See Detailed Sourcing Page for Complete Details.
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Detailed Sourcing Summary

Leon J. S.

From: Laurie Chaplain
Phone: (601) 956-0102
Email: laurie@mix987.com
10/25/2023 12:54 PM



Accepted by Station

Date

Accepted by Client

Date

This station does not discriminate in the sale of advertising time and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

The first demo listed is the Primary Demo.

This report was created in TAPSCAN using the following Radio information: JACKSON, MS: SEP23 (JUL-SEP) / AUG23 (JUN-AUG) / JUL23 (MAY-JUL) / JUN23 (APR-JUN) / MAY23 (MAR-MAY) / APR23 (FEB-APR) / MAR23 (JAN-MAR) / FEB23 (DEC-FEB) / JAN23 (NOV-JAN); Metro: Multiple Dayparts Used. P 21-54; See Detailed Sourcing Page for Complete Details.
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Detailed Sourcing Summary

Radio Market: JACKSON, MS

Survey: Average of Nielsen Radio September 2023 (July - September), Nielsen Radio August 2023 (June - August), Nielsen Radio July 2023 (May - July), Nielsen Radio June 2023 (April - June), Nielsen Radio May 2023 (March - May), Nielsen Radio April 2023 (February - April), Nielsen Radio March 2023 (January - March), Nielsen Radio February 2023 (December - February), Nielsen Radio January 2023 (November - January)

Geography: Metro
Daypart: Multiple Dayparts Used

Demo/Intab/Population:

Age/Gender	Population	Intab
Adults 21-54 (Primary)	215,400	6,041

Stations: User Selected

Additional Notices:

Estimates reported for dayparts which start and end between 12m and 5a are based on the 5a-5a broadcast day. Estimates for all other dayparts are based on the 12m-12m calendar day.
Please note: The intab reported is for the full twelve weeks of the survey. Users should note that reports run on fewer than twelve weeks are based on smaller sample sizes.
Stations qualify to be reported if they have received credit for five or more minutes of listening and meet a minimum reporting standard of 0.1 AQH unrounded rating in the Metro survey area.
Monday/Sunday 6AM-Midnight, during the survey period. If a current Nielsen client does not meet this minimum reporting standard, Nielsen will report the station as long as credited listening is received from at least one diarykeeper.

Estimates are derived from the diaries that provided the audience data for the Nielsen Radio Market Report and are subject to the qualifications and limitations stated in that Report. The TAPSCAN Web software product is accredited by the Media Rating Council and reports both accredited and non-accredited data. For a list of the accredited and non-accredited Nielsen radio markets and data available through TAPSCAN, click here: http://www.audion.com/downloads/ARC_Accredited_Services_Markets.pdf

The Reach and Frequency Model utilized by Nielsen is formulated on the bases of the Harris Model, a Linear Frequency reach-and-frequency model, and the Slide Rule audience (cume) growth model.

Description Website: <http://ascription.nielsen.com> Rating Reliability

Estimator: <https://re.nielsen.com>

A Nielsen Radio eBook Special Notices and Station Activities document has been generated for each survey. Please select the hyperlink to the survey that interests you.

<https://ebook.nielsen.com/secure/CR8/2023SEP/0169/pdfs/SpecialNotices.pdf>

<https://ebook.nielsen.com/secure/CR8/2023JUL/0169/pdfs/SpecialNotices.pdf>

<https://ebook.nielsen.com/secure/CR8/2023MAY/0169/pdfs/SpecialNotices.pdf>

<https://ebook.nielsen.com/secure/CR8/2023MAR/0169/pdfs/SpecialNotices.pdf>

<https://ebook.nielsen.com/secure/CR8/2023JAN/0169/pdfs/SpecialNotices.pdf>

<https://ebook.nielsen.com/secure/CR8/2023APR/0169/pdfs/SpecialNotices.pdf>

<https://ebook.nielsen.com/secure/CR8/2023FEB/0169/pdfs/SpecialNotices.pdf>

WMPR

1034 PEACAN PARK CIRCLE
JACKSON, MS
39209

Phone: 601-948-5835

E-mail:

Invoice

Statement #: 10242023

Date: November 1, 2023

Bill To:

ECONOIMIC DEVELOPMENT CITY OF JACKSON

Date	Type	Invoice #	Description	Amount	Payment	Balance
11/1/2023			COMMERCIAL AIR TIME			\$650.00
11/30/2023			4 spots a day			

Reminder: Please include the statement number on your check

Customer Name: ECONOIMIC DEVELOPMENT CITY OF JACKSON

Customer ID: 110123

Statement #: 110123

Amount: \$650.00

Amount Due: \$650.00

David Watkins
GENERAL MANGER

7

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST WITH DOWNSOUTH GLOBAL FOR THE CREATION OF JINGLES, VIDEO FOR SOCIAL MEDIA, SPOT MANAGER FOR ALL STATIONS AND AIRTIME FOR RADIO SPOTS ON 107.5, AND 99.7 FOR THE I AM JACKSON MICROENTERPRISE GRANT

CITY OF THE CITY ATTORNEY
11/28/23

WHEREAS, the City of Jackson Planning and Development/Office of Economic Development received one (1) quote for professional services for the creation of a jingle, video for social media, spot manager for all stations and airtime for radio spots on 107.5 and 99.7 for the I Am Jackson microenterprise grant; and

WHEREAS, it is the City of Jackson's intention to award a professional services purchase order to DownSouth Global for the creation of a jingle, video for social media, spot manager for all stations and airtime for radio spots on 107.5 and 99.7 for the I Am Jackson microenterprise grant; and

WHEREAS, the total amount of the purchase order is three thousand dollars (\$3,000) and will be covered by the CDBG-CV funds; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a professional services purchase order with DownSouth Global for the creation of a jingle, video for social media, spot manager for all stations and airtime for radio spots on 107.5 and 99.7 for the I Am Jackson microenterprise grant; and

IT IS FURTHER ORDERED that the total amount expended to DownSouth Global during the term of this professional services purchase order shall not exceed three thousand dollars (\$3,000).

ITEM # #7
AGENDA DATE: December 13, 2023
DOTSON, LUMUMBA

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

FROM: Chloe Dotson, Director of Planning
Department of Planning & Development

DATE: October 24, 2023

RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST WITH DOWNSOUTH GLOBAL FOR THE CREATION OF A JINGLE, VIDEO FOR SOCIAL MEDIA, SPOT MANAGER FOR ALL STATIONS AND AIRTIME FOR RADIO SPOTS ON 107.5 AND 99.7 FOR THE I AM JACKSON MICROENTERPRISE GRANT

The City of Jackson's Office of Economic Development would like to execute a professional service purchase order for the creation of a jingle, video for social media, spot manager for all stations and airtime for radio spots on 107.5 and 99.7 for the I Am Jackson microenterprise grant.

Cc: Yika Hoover, Deputy Director, Office of Economic Development

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 5, 2023

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST WITH DOWNSOUTH GLOBAL FOR THE CREATION OF JINGLES, VIDEO FOR SOCIAL MEDIA, SPOT MANAGER FOR ALL STATIONS AND AIRTIME FOR RADIO SPOTS ON 107.5, AND 99.7 FOR THE I AM JACKSON MICROENTERPRISE GRANT
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Economic Development
3.	Who will be affected	Current small business enterprises in the City of Jackson
	Benefits	Small businesses will benefit from the microenterprise grant
5.	Schedule (beginning date)	
6.	Location:	citywide
7.	Action implemented by: City Department	Department of Planning & Development Office of Economic Development
8.	COST	Not to exceed \$3,000
9.	Source of Funding General Fund Grant <input checked="" type="checkbox"/> Bond Other	CDBG-CV (CARES ACT) Funds Acct. No. 382.715.31.6742
10.	EBO participation	ABE % WAIVER yes no N/A <input checked="" type="checkbox"/> AABE % WAIVER yes no N/A <input checked="" type="checkbox"/> WBE % WAIVER yes no N/A <input checked="" type="checkbox"/> HBE % WAIVER yes no N/A <input checked="" type="checkbox"/> NABE % WAIVER yes no N/A <input checked="" type="checkbox"/>

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST WITH DOWNSOUTH GLOBAL FOR THE CREATION OF JINGLES , VIDEO FOR SOCIAL MEDIA, SPOT MANAGER FOR ALL STATIONS AND AIRTIME FOR RADIO SPOTS ON 107.5, AND 99.7 FOR THE I AM JACKSON MICROENTERPRISE GRANT is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



12/1/23

Date

OFFICE OF THE CITY ATTORNEY
12/1/23

ORDER



Orders
 Order / Rev: 719220
 Alt Order #: _____
 Product Desc: COJ Planning & Development
 Estimate: _____
 Flight Dates: 11/01/23 - 11/17/23
 Original Date / Rev: 10/20/23 / 10/20/23
 Order Type: CONTROLLED

Primary AE: WKXI-FM
 Sales Office: Shawn Hamilton
 Sales Region: L-JAN
Local

Agency
 Name: City of Jackson Planning & Developme
 Buying Contact: _____
 Billing Contact: _____
P.O. Box 17
Jackson, MS 39201

Billing Type: Cash
 Billing Calendar: Calendar
 Billing Cycle: EOM/EOC
 Agency Commission: 0%

Advertiser
 Name: City of Jackson Planning & Developme
 Demographic: New HH
 Product Codes: Municipal Government
 Revenue Code 1: Direct Business
 Revenue Code 2: Unit Spot
 Revenue Code 3: General Revenue
 Priority: P-03

Business End: _____
 Advertiser External ID: _____
 Agency External ID: _____
 Code: General
 Order Separation: 00:28:00

Start Date	End Date	# Spots	Gross Amount	Net Amount
11/01/23	11/17/23	36	\$1,000.00	\$1,000.00

Totals				
Month	# Spots	Gross Amount	Net Amount	Rating
November 2023	36	\$1,000.00	\$1,000.00	0.00
Totals	36	\$1,000.00	\$1,000.00	0.00

Account Executives

Account Executive	Sales Office	Sales Region	Start Date / End Date	Order %
Shawn Hamilton			Start Of Order - End Of Order	100%

Ln	Ch	Start	End	Inventory Code	Break	Start/End Time	Days	Len	Spots	Rate	Pri	Rtg	Type	Spots	Amount
N 1	WKXI	11/01/23	11/17/23	Mo-Fr AM Mo-Fr AM	CM	6:00 AM-10:00 AM (6:00 AM-10:00 AM)	AMMTWTF--	1:00	5	\$0.00	P-04	0.00	NM	13	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>					<u>Spots/Week</u>	<u>Rate</u>					<u>Rating</u>
		Week: 10/30/23	11/05/23	--WTF--					3	\$0.00					0.00
		Week: 11/06/23	11/12/23	MTWTF--					5	\$0.00					0.00
		Week: 11/13/23	11/19/23	MTWTF--					5	\$0.00					0.00
N 2	WKXI	11/01/23	11/17/23	Mo-Fr PM Mo-Fr PM	CM	3p-7p	MTWTF--	1:00	5	\$0.00	P-04	0.00	NM	13	00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>					<u>Spots/Week</u>	<u>Rate</u>					<u>Rating</u>

ORDER



Orders
Order / Rev: 719217
Alt Order #: _____
Product Desc: COJ Planning & Development
Estimate: _____
Flight Dates: 11/01/23 - 11/17/23
Original Date / Rev: 10/20/23 / 10/20/23
Order Type: CONTROLLED

Primary AE: WJMI-FM
Sales Office: Shawn Hamilton
Sales Region: L-JAN
Local

Agency Name: City of Jackson Planning & Developme
Buying Contact: _____
Billing Contact: _____
P.O. Box 17
Jackson, MS 39201

Billing Type: Cash
Billing Calendar: Calendar
Billing Cycle: EOM/EOC
Agency Commission: 0%

Advertiser Name: City of Jackson Planning & Developme
Demographic: New HH
Product Codes: Municipal Government
Revenue Code 1: Direct Business
Revenue Code 2: Unit Spot
Revenue Code 3: General Revenue
Priority: P-03

Business End: _____
Advertiser External ID: _____
Agency External ID: _____
Code: General
Order Separation: 00:28:00

Start Date	End Date	# Spots	Gross Amount	Net Amount
11/01/23	11/17/23	36	\$1,000.00	\$1,000.00

Totals				
Month	# Spots	Gross Amount	Net Amount	Rating
November 2023	36	\$1,000.00	\$1,000.00	0.00
Totals	36	\$1,000.00	\$1,000.00	0.00

Account Executives

Account Executive	Sales Office	Sales Region	Start Date / End Date	Order %
Shawn Hamilton			Start Of Order - End Of Order	100%

Ln	Ch	Start	End	Inventory Code	Break	Start/End Time	Days	Len	Spots	Rate	Pri	Rtg	Type	Spots	Amount
N 1	WJMI	11/01/23	11/17/23	Mo-Fr AM Mo-Fr AM	CM	6:00 AM-10:00 AM (6:00 AM-10:00 AM)	AMMTWTF--	1:00	5	\$0.00	P-04	0.00	NM	13	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>				<u>Rate</u>					<u>Rating</u>
		Week: 10/30/23	11/05/23	--WTF--		3				\$0.00					0.00
		Week: 11/06/23	11/12/23	MTWTF--		5				\$0.00					0.00
		Week: 11/13/23	11/19/23	MTWTF--		5				\$0.00					0.00
N 2	WJMI	11/01/23	11/17/23	Mo-Fr PM Mo-Fr PM	CM	3p-7p	MTWTF--	1:00	5	\$0.00	P-04	0.00	NM	13	1.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>				<u>Rate</u>					<u>Rating</u>

