



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

January 3, 2024

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **DR. MATT AYERS FORMER PREISDENT OF WESLEY BIBLICIAL SEMINARY**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

INTRODUCTION OF ORDINANCES

ADOPTION OF ORDINANCE

2. **ORDINANCE AMENDING CHAPTER 2, ARTICLE 2, DIVISION 2 OF THE JACKSON CODE OF ORDINANCES. (S.JORDAN, BANKS)**
3. **ORDINANCE AMENDING SECTION 2-71 OF THE CITY OF JACKSON CODE OF ORDINANCES. (S.JORDAN, BANKS)**
4. **ORDINANCE AMENDING SECTION 2-62 OF THE JACKSON CODE OF ORDINANCES. (S.JORDAN, BANKS)**
5. **ORDINANCE AMENDING SECTION 2-64 OF THE CITY OF JACKSON CODE OF ORDINANCES FOR THE PURPOSE OF RECONCILING THE ORDER OF BUSINESS OF THE COUNCIL WITH SECTION 2-71(b) AND SECTION 2-71(c) OF THE CITY OF JACKSON CODE OF ORDINANCES. (S.JORDAN, BANKS)**
6. **ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI RE-ENACTING JACKSON, MISSISSIPPI CODE OF ORDINANCES, ARTICLE II SECTIONS 86-51 THROUGH 86-62. (STOKES)**

REGULAR AGENDA

7. **CLAIMS (MALEMBEKA, LUMUMBA)**
8. **PAYROLL (MALEMBEKA, LUMUMBA)**

9. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF ABRAM MUHAMMAD AS DIRECTOR OF THE DEPARTMENT OF PARKS AND RECREATION, CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
10. **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO PROCURE SUPPORT AND MAINTENANCE SERVICES FROM METRIX SOLUTIONS, LLC FOR THE PURE STORAGE SOLUTION. (REID, LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO PROCURE SENTINEL ONE SOFTWARE, AND AUTHORIZING PAYMENT IN THE AMOUNT OF SEVENTY-THREE THOUSAND THREE HUNDRED THIRTY-FOUR DOLLARS AND FIFTY CENTS. (REID, LUMUMBA)**
12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A WEB SERVICES AGREEMENT WITH NEHETEK TECHNOLOGY SOLUTIONS, LLC FOR WEBSITE DEVELOPMENT, MAINTENANCE, AND SUPPORT SERVICES FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY. (REID, LUMUMBA)**
13. **ORDER AUTHORIZING THE MAYOR TO PROCURE THE VMWARE SUPPORT AND MAINTENANCE FROM METRIX SOLUTIONS, LLC, AND AUTHORIZING PAYMENT IN THE AMOUNT OF EIGHT THOUSAND FIVE HUNDRED SIXTEEN DOLLARS AND NINETY CENTS. (REID, LUMUMBA)**
14. **ORDER RATIFYING THE ACCEPTANCE OF IT PROFESSIONAL SERVICE AND ERP IMPLEMENTATIONS FROM RESULT BIZ, LLC AND AUTHORIZING PAYMENT FOR SAID SERVICES IN THE AMOUNT OF SEVENTEEN THOUSAND SIX HUNDRED EIGHTY DOLLARS AND NO CENTS. (REID, LUMUMBA)**
15. **ORDER RATIFYING AND AUTHORIZING THE PAYMENT OF SIX HUNDRED AND FORTY-THREE DOLLARS AND TWENTY CENTS (\$643.20) TO THE JACKSON CONVENTION CENTER FOR FOOD AND BEVERAGES PROVIDED TO VENDORS SUPPORTING THE CITY OF JACKSON'S 2023 ANNUAL SENIOR HEALTH AND WELLNESS FAIR. (SCOTT, LUMUMBA)**
16. **ORDER AUTHORIZING PAYMENT TO FISHER FIRE EXTINGUISHER SERVICE, INC. TO INSPECT FIRE EXTINGUISHERS FOR SIX SENIOR CENTERS UNDER THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES SENIOR SERVICES DIVISION IN THE AMOUNT OF FIVE HUNDRED AND TEN DOLLARS AND NO CENTS (ALL WARDS). (SCOTT, LUMUMBA)**
17. **ORDER RATIFYING AND ACCEPTING A GRANT FROM THE CENTER FOR WORKFORCE INCLUSION, INC. IN THE AMOUNT OF \$434,438.00 TO SUPPORT THE SENIOR AIDES PROGRAM FOR TWELVE MONTHS AND AUTHORIZING THE MAYOR TO EXECUTE THE WORKFORCE INCLUSION SCSEP SPONSOR AGREEMENT AND RELATED DOCUMENTS AND THE CONTRIBUTION OF MATCHING NON-FEDERAL FUNDS IN THE AMOUNT OF \$62,484.00. (SCOTT, LUMUMBA)**
18. **RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON NOVEMBER 21, 2023, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS;**

AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND AND/OR LOAN. (SCOTT, LUMUMBA)

19. **ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL SERVICES AND PAYMENTS RELATED TO RECEIVING PROFESSIONAL HEATING, AIR CONDITIONING, AND PLUMBING SERVICES BY UPCHURCH SERVICES LLC FOR MAINTENANCE AND REPAIRS FOR THE CITY OF JACKSON DEPARTMENT OF PARKS AND RECREATION FACILITIES. (MUHAMMAD, LUMUMBA)**
20. **ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL SERVICES FROM AND PAYMENT TO ALPHA MEDIA LLC FOR RADIO COMMERCIALS PROMOTING THE FOLLOWING UPCOMING EVENTS: THE DANCE OF THE PRINCESS AND THE FROG, FLIPPING OUT TUMBLING, AND THE FIREWORKS EXTRAVAGANZA FOR THE PARKS AND RECREATION DEPARTMENT. (MUHAMMAD, LUMUMBA)**
21. **ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL LIGHTING AND SOUND CONTROL SERVICES FROM AND PAYMENT TO THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES (IATSE) LOCAL 589 FOR STAGE LIGHTING AND SOUND CONTROL SERVICES FOR THE DANCE OF THE PRINCESS AND THE FROG FOR THE PARKS AND RECREATION DEPARTMENT ON FEBRUARY 03, 2024. (MUHAMMAD, LUMUMBA)**
22. **ORDER REQUESTING APPROVAL OF PROFESSIONAL SECURITY SERVICES FROM AND APPROVING PAYMENT TO KENNETH WEST FOR SIX (6) HOURS OF SECURITY SERVICES FOR THE DANCE OF THE PRINCESS AND THE FROG FOR THE PARKS AND RECREATION DEPARTMENT ON FEBRUARY 03, 2024, AND APPROVING FUTURE PROFESSIONAL SECURITY SERVICES TO BE PROVIDED BY KENNETH WEST FOR THE PARKS AND RECREATION DEPARTMENT. (MUHAMMAD, LUMUMBA)**
23. **ORDER AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE SOUTHEAST SUSTAINABILITY DIRECTORS NETWORK FOR REVITALIZING COMMUNITIES THROUGH REINVESTMENT AND RENEWAL OF EXISTING ASSETS. (DOTSON, LUMUMBA)**
24. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT EXPENDING \$232,454.00 IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) CORONAVIRUS CARES ACT FUNDING TO PREPARE, PREVENT, AND RESPOND TO THE COVID-19 PANDEMIC TO VARIOUS MICROENTERPRISES IN THE CITY OF JACKSON. (ALL WARDS)(DOTSON, LUMUMBA)**
25. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE OPTIONAL TWO-YEAR RENEWAL WITH MISSISSIPPI YARD BARBER FOR LANDSCAPING AND GROUND MAINTENANCE OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION FACILITIES. (DOTSON, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SUBMIT A PROPOSAL TO APPLY FOR**

**THE ROBERT WOOD JOHNSON FOUNDATION'S PIONEERING IDEAS:
EXPLORING THE FUTURE TO BUILD A CULTURE OF HEALTH,
SPECIFICALLY ECONOMIC DEVELOPMENT. (DOTSON, LUMUMBA)**

27. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MV CONTRACT TRANSPORTATION INC FOR THE PROVISION OF OPERATIONS AND MAINTENANCE OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN) COMMENCING JANUARY 1, 2024. (DOTSON, LUMUMBA)**
28. **ORDER AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO PAY PROFESSIONAL ASSOCIATION DUES, CONFERENCE FEES, AND TRAVEL-RELATED EXPENSES ASSOCIATED WITH REPRESENTING THE CITY OF JACKSON AND ITS EMPLOYEES AS IS REASONABLE AND NECESSARY TO THE PERFORMANCE OF THE DUTIES OF THE DEPARTMENT OF PUBLIC WORKS. (WRIGHT, LUMUMBA)**
29. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1/FINAL TO THE CONTRACT OF FORDICE CONSTRUCTION COMPANY, INC., AUTHORIZING RELEASE OF RETAINAGE, PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCEMENT OF ONE YEAR WARRANTY FOR THE COLONIAL CIRCLE BRIDGE PROJECT, STATE PROJECT NUMBER ERBR-25(03). (WRIGHT, LUMUMBA)**
30. **ORDER RATIFYING PROCUREMENT OF SERVICES AND REPAIRS FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS BY THE BUILDING MAINTENANCE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS. (WRIGHT, LUMUMBA)**
31. **ORDER RATIFYING REPAIRS TO NETWORK CABLING AT THE MUNICIPAL GARAGE BY PILEUM CORPORATION AND AUTHORIZING PAYMENTS TO SAID VENDOR FROM THE DEPARTMENT OF PUBLIC WORKS. (WRIGHT, LUMUMBA)**
32. **ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401. (WRIGHT, LUMUMBA)**
33. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON, MISSISSIPPI IN THE MATTER OF "JAMES E. GRISHAM, JR. V. CITY OF JACKSON, MISSISSIPPI"; AND JOHN DOES 1-10; IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 22-583. (C.MARTIN, LUMUMBA)**
34. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HIRING LEGAL COUNSEL TO REPRESENT THE CITY OF JACKSON ON ALL LEGAL MATTERS. (STOKES)**
35. **ORDER TO OVERRIDE THE DECEMBER 20, 2023 MAYOR'S VETO ON THE "ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RESTRICTING THE USE OF TAKE HOME CITY VEHICLES EXCEPT**

THOSE DEEMED ESSENTIAL ACCORDING TO THIS ORDINANCE IN ADDITION, RESTRICTING THE USE OF TAKE HOME CITY VEHICLES OUTSIDE OF THE CITY LIMITS OF JACKSON WITH NO EXCEPTIONS AND THE TRANSFER OF ANY VEHICLE FROM ANY DEPARTMENT TO ANOTHER, WITHOUT CITY COUNCIL APPROVAL” ON THE NOVEMBER 7, 2023 CITY COUNCIL MEETING MINUTES. (BANKS)

DISCUSSION

- 36. **DISCUSSION: BRUMFIELD HOUSE (OLD FIRE STATION) (STOKES)**
- 37. **DISCUSSION: UPDATE ON COVID FUNDS (STOKES)**
- 38. **DISCUSSION: STATUS OF CITY'S LAWSUITS (FOOTE)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

- 39. **MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.**

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

Adoption Of Ordinances

2

ORDINANCE AMENDING CHAPTER 2, ARTICLE 2, DIVISION 2 OF THE JACKSON CODE OF ORDINANCES.

WHEREAS, Section 2.63 of the Jackson Code of Ordinances, establishes the deadline for all agenda items to be submitted to the City Clerk; and

WHEREAS, Section 2-63 currently states:

Matters may be placed on the agenda by:

- (1) Members of the council;
- (2) The mayor;
- (3) The city attorney; and
- (4) The directors of departments.

All matters to be considered at a regular council meeting shall be submitted to the city clerk no later than 3:00 p.m. on the Wednesday preceding the regular meeting. Unanimous vote of the members present shall be required to consider any item not on the regular agenda. The clerk shall arrange a list of matters according to the order of business established in section 2-64 and furnish each council member, the mayor and the city attorney a copy of the agenda prior to the meeting.

All items placed on the agenda for discussion may remain on the agenda for a maximum of four consecutive council meetings. After four consecutive council meetings, the discussion item shall be removed from the agenda, and shall not be placed on the agenda again until a period of 90 [days] has passed.

WHEREAS, the City Council has determined that Section 2-63 of the City of Jackson Code of Ordinances should be amended to change the current deadline of 3:00 p.m. on Wednesday to 3:00 p.m. on Tuesday preceding the regular council meeting and all matters shall be approved by 12:00 noon on Wednesday; and

THEREFORE, BE IT ORDAINED BY the City Council of City of Jackson, Mississippi;

Section 1. That Section 2-63 of the Code of Ordinances of the City of Jackson is hereby amended to read as follows:

Matters may be placed on the agenda by:

- (1) Members of the council;
- (2) The mayor;
- (3) The city attorney; and
- (4) The directors of departments.

All matters to be considered at a regular council meeting shall be submitted to the ~~city clerk no later than 3:00 p.m. on the Wednesday preceding the regular meeting~~ **Clerk of Council no later than 3:00 p.m. on the Tuesday preceding the regular meeting and shall be approved no later**

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1.3.2024
(Jordan, Banks)

than 12:00 noon on Wednesday. Unanimous vote of the members present shall be required to consider any item not on the regular agenda. The clerk shall arrange a list of matters according to the order of business established in section 2-64 and furnish each council member, the mayor and the city attorney a copy of the agenda prior to the meeting.

All items placed on the agenda for discussion may remain on the agenda for a maximum of four consecutive council meetings. After four consecutive council meetings, the discussion item shall be removed from the agenda, and shall not be placed on the agenda again until a period of 90 [days] has passed.

Section 2. That this Ordinance shall be in force and effective thirty (30) days after the adoption of this ordinance.

3

ORDINANCE AMENDING SECTION 2-71(c) OF THE CITY OF JACKSON CODE OF ORDINANCES.

WHEREAS, Section 2-71(c) of the City of Jackson Code of Ordinances establishes guidelines and requirements regarding speaking limitations, public comments, and council chamber conduct during meetings of the Jackson City Council; and

WHEREAS, the current guidelines and requirements regarding speaking limitations, public comments, and council chamber conduct during meetings, as set forth in Section 2-71 of the City of Jackson Code of Ordinances, is as follows:

- (a) No member of the council shall be permitted to speak more than once on any subject, until all members desiring to speak have spoken. A member may not speak more than five minutes without obtaining the consent of the council, by majority vote.
- (b) Any person desiring to address the council with reference to any item on the agenda for that meeting must register with the clerk of council no later than 12 noon on the business day immediately preceding the regular or special called meeting, and shall provide, in writing, his name, his address, and the number of the agenda item with reference to which he desires to speak. The number of instances allowed for public comment on an item on the agenda (whether by individuals, organizations, or other entities) during a regular or special called meeting of the Jackson City Council is limited to five (5), whether in-person or virtually. When recognized by the president, such person may speak only once with reference to any agenda item and for a portion of the time not to exceed three minutes, unless such period of time is extended by a majority vote of the council. Such public comments will be received prior to the consideration of ordinances, orders, or resolutions.
- (c) Any person desiring to address the council with reference to any matter which is not on the agenda must register with the clerk of council no later than 12 noon on the business day immediately preceding a special called meeting referred to as a “Citizen Agenda Meeting”, to be held on the Thursday after the last Council meeting of the Month, and shall provide, in writing, his name, his address, and the subject matter with reference to which he wishes to address the council. The number of instances allowed for public comment on an item not on the agenda (whether by individuals, organizations, or other entities) during this special called meeting, is limited to five (5), whether in-person or virtually. When recognized by the president, such person may speak only once with reference to such matter and for a period of time not to exceed three minutes, unless such period of time is extended by a majority of the council. Such public comments will be received by the city council immediately prior to its adjournment and at the conclusion of all other city business.
- (d) Notwithstanding any other provisions, no person shall address the council with reference to any personnel matter during any open meeting of the city council.
- (e) No derogatory remarks concerning councilmembers or anyone present in the council chamber shall be permitted. The president shall suspend irrelevant speaking. A majority of

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the members of the council have the right to suspend irrelevant speaking at any council meeting.

(f) Any person making personal, impertinent, or slanderous remarks, derogatory remarks concerning councilmembers or anyone present in the council chambers, or who uses abusive, vulgar, or profane language, or who shall become boisterous while addressing the council shall be forthwith, by the presiding officer or the clerk of council, barred from further audience before the council and/or barred from council chambers, unless permission to continue or stay be granted by a majority vote of the council.

(g) The usage of cellular phones and paging devices shall be prohibited within the council chambers during council meetings. All such devices within the council chambers shall be placed on silence or vibrator mode during council meetings. The city clerk shall place signs within city hall notifying the public of said rule. Any person violating said rule shall first receive a verbal warning from the presiding officer; upon any additional violations, the presiding officer may bar the person from the remainder of the council meeting for which he is in violation, and the person shall be required to place all cellular phones and paging devices with city hall security prior to entering any city council meeting.

NOW BE IT ORDAINED BY THE JACKSON CITY COUNCIL that Section 2-71 of the City of Jackson Code of Ordinances shall be amended to establish the speaking limitations, public comments, and council chamber conduct for meetings of the Jackson City Council as follows:

(a) No member of the council shall be permitted to speak more than once on any subject, until all members desiring to speak have spoken. A member may not speak more than five minutes without obtaining the consent of the council, by majority vote.

(b) Any person desiring to address the council with reference to any item on the agenda for that meeting must register with the clerk of council no later than 12 noon on the business day immediately preceding the regular or special called meeting, and shall provide, in writing, his name, his address, and the number of the agenda item with reference to which he desires to speak. The number of instances allowed for public comment on an item on the agenda (whether by individuals, organizations, or other entities) during a regular or special called meeting of the Jackson City Council is limited to five (5), whether in-person or virtually. When recognized by the president, such person may speak only once with reference to any agenda item and for a portion of the time not to exceed three minutes, unless such period of time is extended by a majority vote of the council. Such public comments will be received prior to the consideration of ordinances, orders, or resolutions.

~~(c) Any person desiring to address the council with reference to any matter which is not on the agenda must register with the clerk of council no later than 12 noon on the business day immediately preceding a **regular** or special called meeting referred to as a "Citizen Agenda Meeting", to be held on the Thursday after the last Council meeting of the Month, and shall provide, in writing, his name, his address, and the subject matter with reference to which he wishes to address the council. The number of instances allowed for public~~

comment on an item not on the agenda (whether by individuals, organizations, or other entities) ~~during this special called meeting,~~ **during a regular or special called meeting of the Jackson City Council** is limited to five (5), whether in-person or virtually. When recognized by the president, such person may speak only once with reference to such matter and for a period of time not to exceed three minutes, unless such period of time is extended by a majority of the council. Such public comments will be received ~~by the city council immediately prior to its adjournment and at the conclusion of all other city business~~ **will be received prior to the consideration of ordinances, orders, or resolutions.**

(d) Notwithstanding any other provisions, no person shall address the council with reference to any personnel matter during any open meeting of the city council.

(e) No derogatory remarks concerning councilmembers or anyone present in the council chamber shall be permitted. The president shall suspend irrelevant speaking. A majority of the members of the council have the right to suspend irrelevant speaking at any council meeting.

(f) Any person making personal, impertinent, or slanderous remarks, derogatory remarks concerning councilmembers or anyone present in the council chambers, or who uses abusive, vulgar, or profane language, or who shall become boisterous while addressing the council shall be forthwith, by the presiding officer or the clerk of council, barred from further audience before the council and/or barred from council chambers, unless permission to continue or stay be granted by a majority vote of the council.

(g) The usage of cellular phones and paging devices shall be prohibited within the council chambers during council meetings. All such devices within the council chambers shall be placed on silence or vibrator mode during council meetings. The clerk of Council shall place signs within city hall notifying the public of said rule. Any person violating said rule shall first receive a verbal warning from the presiding officer; upon any additional violations, the presiding officer may bar the person from the remainder of the council meeting for which he is in violation, and the person shall be required to place all cellular phones and paging devices with city hall security prior to entering any city council meeting.

BE IT FURTHER ORDAINED BY THE JACKSON CITY COUNCIL that this Ordinance Amending Section 2-71 of the City of Jackson Code of Ordinances shall become effective in accordance with the provisions of Section 21-13-11 of the Mississippi Code Annotated (1972), as amended.

4

ORDINANCE AMENDING SECTION 2-62 OF THE JACKSON CODE OF ORDINANCES.

WHEREAS, Section 2-62 of the City of Jackson Code of Ordinances establishes locations and schedules of the Jackson City Council meetings; and

WHEREAS, the current guidelines and requirements establishing locations and schedules of the Jackson City Council meetings, as set forth in Section 2-62 of the City of Jackson Code of Ordinances, is as follows:

(a) Place of meetings. Unless notice to the contrary is given, all meetings of the city council shall be held in the council chamber. Certified, sworn law enforcement officers shall be present at the public entry doors of the council chamber before, during, and after regular and special called meetings of the council to ensure the safety of all in attendance. Attendance of individuals at regular and special called meetings of the council shall be limited to 20 persons, with the exception of council members, as well as members of the administration, members of the office of the clerk of council, and/or city staff.

(b) Regular meetings. Regular meetings of the council shall be held on every other Tuesday. The regular meeting times shall be held at 10:00 a.m. At 4:00 p.m. on each Monday preceding a regular Tuesday council meeting, the council will also hold a planning session to discuss the business to be considered at the following regular Tuesday council meeting. The planning session shall be limited to one and one-half hours.

(c) Zoning meetings. Zoning cases to be considered by the city council shall be heard 42 days after the planning board makes its recommendation to the city council.

(d) Special meetings. Special meetings of the council may be called at any time by the mayor or a majority of the members of the council. A notification of such meeting shall be reduced to writing and posted in a public place in City Hall. When possible, special meetings are to be held on those Mondays that do not precede a regularly scheduled council meeting on Tuesday. Such notice shall include the time, place and general subject matter of such meetings. Members of the council shall be notified in the most expedient manner available, whether in writing or not; provided, however, that where possible the clerk shall give council members 24 hours' notice of such meetings. The 24-hour notice may be waived by the council when the council deems that an adequate notice has been given and when a quorum is present at the special meeting.

(e) Committee meetings. Committee meetings may be called at any time by the chair of the committee, upon 48 hours' notice of the same to all council committee members. A notification of such meeting shall be reduced to writing and posted in a public place in city hall.

(f) Citizens' Agenda Meetings will be held on the last Thursday of each month at 6:00 p.m. in the council chamber. At this time, the city council will entertain public comments unrelated to items found on the regular council agenda, proclamations, special presentations, commendations, and resolutions honoring individuals, businesses, groups,

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(Jordan, Banks)

or organizations. The city council may call a Citizens' Agenda Meeting on dates and at times and locations set by a majority of the members of the council. During this Citizens' Agenda Meeting, members of the public may be permitted to give comment or input within the prescribed time limit of three (3) minutes per speaker. Prospective speakers at this special called meeting must register with the clerk of council no later than 12 noon on the business day immediately preceding the special called meeting, and shall provide, in writing, his name, his address, and the number of the agenda item with reference to which he desires to speak. At any Citizens' Agenda Meeting, the city council may take such action as is appropriate under the circumstances on any matter found on the agenda for that meeting. The agenda for the Citizens' Agenda Meeting shall give notice that official action may be taken on matters found on the agenda.

NOW BE IT ORDAINED BY THE JACKSON CITY COUNCIL that Section 2-62 of the City of Jackson Code of Ordinances shall be amended to establish the locations and schedules for meetings of the Jackson City Council as follows:

(a) Place of meetings. Unless notice to the contrary is given, all meetings of the city council shall be held in the council chamber. Certified, sworn law enforcement officers shall be present at the public entry doors of the council chamber before, during, and after regular and special called meetings of the council to ensure the safety of all in attendance. Attendance of individuals at regular and special called meetings of the council shall be limited to 20 persons, with the exception of council members, as well as members of the administration, members of the office of the clerk of council, and/or city staff.

(b) Regular meetings. Regular meetings of the council shall be held on every other Tuesday. The regular meeting times shall be held at 10:00 a.m. At 4:00 p.m. on each Monday preceding a regular Tuesday council meeting, the council will also hold a planning session to discuss the business to be considered at the following regular Tuesday council meeting. The planning session shall be limited to one and one-half hours.

(c) Zoning meetings. Zoning cases to be considered by the city council shall be heard 42 days after the planning board makes its recommendation to the city council.

(d) Special meetings. Special meetings of the council may be called at any time by the mayor or a majority of the members of the council. A notification of such meeting shall be reduced to writing and posted in a public place in City Hall. When possible, special meetings are to be held on those Mondays that do not precede a regularly scheduled council meeting on Tuesday. Such notice shall include the time, place and general subject matter of such meetings. Members of the council shall be notified in the most expedient manner available, whether in writing or not; provided, however, that where possible the clerk shall give council members 24 hours' notice of such meetings. The 24-hour notice may be waived by the council when the council deems that an adequate notice has been given and when a quorum is present at the special meeting.

(e) Committee meetings. Committee meetings may be called at any time by the chair of the committee, upon 48 hours' notice of the same to all council committee members. A notification of such meeting shall be reduced to writing and posted in a public place in city hall.

(f) Citizens' Agenda Meetings will be held quarterly on the last Thursday of ~~the~~ each month at 6:00 p.m. in the council chamber. At this time, the city council will entertain ~~public comments unrelated to items found on the regular council agenda,~~ proclamations, special presentations, commendations, and resolutions honoring individuals, businesses, groups, or organizations. The city council may call a Citizens' Agenda Meeting on dates and at times and locations set by a majority of the members of the council. ~~During this Citizens' Agenda Meeting, members of the public may be permitted to give comment or input within the prescribed time limit of three (3) minutes per speaker. Prospective speakers at this special called meeting must register with the clerk of council no later than 12 noon on the business day immediately preceding the special called meeting, and shall provide, in writing, his name, his address, and the number of the agenda item with reference to which he desires to speak.~~ At any Citizens' Agenda Meeting, the city council may take such action as is appropriate under the circumstances on any matter found on the agenda for that meeting. The agenda for the Citizens' Agenda Meeting shall give notice that official action may be taken on matters found on the agenda.

BE IT FURTHER ORDAINED BY THE JACKSON CITY COUNCIL that this Ordinance Amending Section 2-62 of the City of Jackson Code of Ordinances shall become effective in accordance with the provisions of Section 21-13-11 of the Mississippi Code Annotated (1972), as amended.

5

ORDINANCE AMENDING SECTION 2-64 OF THE CITY OF JACKSON CODE OF ORDINANCES FOR THE PURPOSE OF RECONCILING THE ORDER OF BUSINESS OF THE COUNCIL WITH SECTION 2-71(B) AND SECTION 2-71(C) OF THE CITY OF JACKSON CODE OF ORDINANCES.

WHEREAS, Section 2-64 of the City of Jackson Code of Ordinances establishes the order of business for formulating the agenda for meetings of the Jackson City Council; and

WHEREAS, the current order of business set forth in Section 2-64 of the City of Jackson Code of Ordinances is:

- (1) Call to Order
- (2) Invocation
- (3) Pledge of Allegiance
- (4) Public hearings
- (5) Introductions
- (6) Public comments related to items appearing on the meeting agenda
- (7) Consent agenda
- (8) Introduction of ordinances and resolutions
- (9) Adoption of ordinances and resolutions
- (10) Regular agenda
- (11) Reports from city council members, mayor or department directors
- (12) Announcements
- (13) Adjournment

and;

WHEREAS, Section 2-71(b) of the City of Jackson Code of Ordinances states that comments on items related to *items on the agenda* will be received prior to consideration of ordinances, orders, or resolutions; and

WHEREAS, Section 2-71(c) of the City of Jackson Code of Ordinances provides that comments unrelated to items on the agenda will be received prior to the consideration of ordinances, orders, or resolutions; and

WHEREAS, the order of business set forth in Section 2-64 of the Jackson Code of Ordinances distinguishes between public comments on items related to the agenda and items unrelated to the agenda; and

WHEREAS, it is the desire of the Jackson City Council to add the following to the current order of business for regular Council meetings, and call special meetings to allow: (a) public comments on items unrelated to items appearing on the meeting agenda;

NOW BE IT ORDAINED BY THE JACKSON CITY COUNCIL that Section 2-64 of the City of Jackson Code of Ordinances shall be amended to establish the order of business for formulating the agenda for meetings of the Jackson City Council as follows:

Adoption of Ordinance #5
1.3.2024
(Jordan, Banks)

- (1) Call to Order
- (2) Invocation
- (3) Pledge of Allegiance
- (4) Public hearings
- (5) Introductions
- (6) Public Comments
- (7) Consent agenda
- (8) Introduction of ordinances and resolutions
- (9) Adoption of ordinances and resolutions
- (10) Regular agenda
- (11) Reports from city council members, mayor or department directors
- (12) Announcements
- (13) Adjournment

BE IT FURTHER ORDAINED BY THE JACKSON CITY COUNCIL that this Ordinance amending Section 2-64 of the City of Jackson Code of Ordinances shall become effective in accordance with the provisions of Section 21-13-11 of the Mississippi Code Annotated (1972), as amended.

6

ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI RE-ENACTING JACKSON, MISSISSIPPI CODE OF ORDINANCES, ARTICLE II SECTIONS 86-51 THROUGH 86-62. (STOKES)

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

WHEREAS, the re-enactment of the “City of Jackson Curfew Ordinance” is made necessary and has been overwhelmingly desired by the citizens of the City of Jackson because of a rise in the incidents of crimes, including, violence, robberies, and murders allegedly being committed by a growing number of youth in the City of Jackson; and

WHEREAS, the Jackson City Council proactively legislates this re-enactment of the Curfew Ordinance as a preemptive step to prevent the escalation of the acts of crime and violence allegedly being committed by a growing number of youth in the City of Jackson; and

WHEREAS, the “City of Jackson Curfew Ordinance” is hereby re-enacted as follows:

[ARTICLE II. CURFEW]

Sec. 86-51. Short title to article.

This article shall be known and may be cited as the "City of Jackson Curfew Ordinance." (Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-52. Purpose and findings of article.

The City Council of the City of Jackson has determined that juveniles have been congregating in the city causing general disturbances to residents, and contributing to an excessive number of incidents of drug and alcohol related crimes, thefts, homicides and assaults, including a high percentage of crimes committed by and against juveniles; and

The City Council of the City of Jackson finds and determines that special and extenuating circumstances presently exist within this city that call for special regulation of minors within the city in order to protect them from each other and from other persons on the street during the nocturnal hours, to aid in crime prevention, to promote parental supervision and authority over minors, and to decrease juvenile crime rates; and

In accordance with the prevailing community standards, this article serves to regulate the conduct of juveniles on streets during evening hours, and those hours prohibited by the Mississippi Compulsory School Attendance Law; to be effectively and consistently enforced for the protection of the juveniles in Jackson from each other and from other persons on the streets during nocturnal hours; to support parental control, authority, and responsibility for their children; to protect the public from nocturnal mischief by juveniles; to reduce the incidents of juvenile criminal activity; to further family responsibility; and to promote the public good, safety, and welfare.

Adoption of Ordinance #6
1.3.2024
(Jordan, Banks)

After further review and continuing evaluation of this article, the City Council finds that there is continued justification for the purposes and findings herein to reinstate the curfew ordinance, as well as to extend the period of restrictions to coincide with the Mississippi Compulsory School Attendance Law.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-53. Definitions.

For purpose of this article, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular, and words in the singular number include the plural. The word "shall" is always mandatory and not merely discretionary or suggestive.

City is the City of Jackson, Mississippi, with administrative offices at City Hall, 219 South President Street, Post Office Box 17, Jackson, Mississippi 39205-0017.

Compulsory school age child is a child who has attained or will attain the age of five years on or before September 1 of the calendar year and who has not reached his/her 18th birthday on or before September 1 of the calendar year.

Establishment means any privately-owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

Minor or *juvenile* is any unemancipated person who has not reached his/her 18th birthday.

Parent is any person having legal custody of a minor:

- (1) As a natural or adoptive parent;
- (2) As a legal guardian; or
- (3) As a person to whom legal custody has been given by court order.

Police department shall refer to the police department headquarters located at 327 E. Pascagoula Street, Jackson, Mississippi 39201, or any officially designated precinct of the police department.

Remain means to linger, to tarry, and to stay unnecessarily upon the streets, including the congregating of groups (or of interacting minors) totaling four or more persons in which any minor involved would not be using the streets for ordinary or serious purposes such as mere passage or going home.

Street is a way or place, of whatever nature, open to the use of the public as a matter of right for purposes of vehicular travel or in the case a sidewalk thereof, for pedestrian travel. The term street includes the legal right-of-way, including, but not limited to, the traffic lanes, the curb, the sidewalks, whether paved or unpaved, and any grass, plots or other grounds found within the legal right-of-way of the street. The term "street" applies irrespective of what is called or formerly named, whether alley, avenue, court, road, dedicated or otherwise.

Time of night referred to herein is based upon the prevailing standard of time, whether central standard time or central daylight savings time, generally observed at that hour by the public in the city, prima facie the time when observed in the city administrative offices and police department.

~~(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)~~

Sec. 86-54. Restrictions.

(a) It shall be unlawful for any minor who has not reached his/her 18th birthday to remain in or upon any public street, highway, park, vacant lot, establishment or other public place within the city during the following periods:

10:00 p.m. Sunday to 6:00 a.m. Monday

10:00 p.m. Monday to 6:00 a.m. Tuesday

10:00 p.m. Tuesday to 6:00 a.m. Wednesday

10:00 p.m. Wednesday to 6:00 a.m. Thursday

10:00 p.m. Thursday to 6:00 a.m. Friday

12:00 a.m. (midnight) to 6:00 a.m. Saturday

12:00 a.m. (midnight) to 6:00 a.m. Sunday

(b) It shall be unlawful for any compulsory school age child to remain in or upon any public street, highway, park, vacant lot, establishment or other place within the city during the following periods:

(1) 7:30 a.m. until 3:30 p.m. on Monday through Friday during the school term in which such compulsory school age child is to be enrolled in a public, private, or legitimate nonpublic school, as required by the Mississippi Compulsory School Attendance Law.

(2) Any minor who shall violate any of the provisions of the Mississippi Compulsory School Attendance Law shall be dealt with according to the youth court laws of the State of Mississippi and in accordance with the directives of the youth court of Hinds County, Mississippi, or such other court as shall have jurisdiction over said minor.

(c) It shall further be unlawful for a parent of a minor to knowingly permit, or by inefficient control to allow, such minor to be or remain upon any street or establishment under circumstances not constituting an exception to, or otherwise beyond the scope of, this article as set forth in subsections (a) and (b) herein. The term "knowingly" includes knowledge that a parent should reasonably be expected to have concerning the whereabouts of a minor in that parent's legal custody. It is intended to hold neglectful or careless parents to a reasonable community standard of parental responsibility through an objective test. It shall be no defense that a parent was completely indifferent to the activities or conduct or whereabouts of such minor child.

(d) The owner, operator, or any employee of an establishment commits an offense if he knowingly allow a minor to remain upon the premises of the establishment during curfew hours as set forth in subsections (a) and (b) herein, or fails to make a reasonable effort to report any such violation to the proper authorities including but not limited to, advising the child to leave and contact the Jackson Police Department.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-55. Exceptions.

The following shall constitute valid exceptions to the operation of the curfew:

(1) At any time a minor is accompanied by his or her parent;

(2) When accompanied by an adult authorized by a parent of a minor to take said parent's place in accompanying the minor for a designated period of time and definite purpose within a specified area;

(3) Until the hour of 12:30 a.m. if the minor is on errand as directed by his or her parent;

(4) If the minor is legally employed, for the period from 45 minutes before to 45 minutes after work, while going directly between his or her home and place of employment. This

exception shall also apply if the minor is in a public place during curfew hours in the course of his or her employment. To come within this exception, the police officer shall dispatch communications to contact the minor's employer for verification of employment;

(5) Until the hour of 12:30 a.m. if the minor is on the property of or on the sidewalk directly adjacent to the place where such minor resides or the place immediately adjacent thereto if the owner of the adjacent building does not communicate an objection to the minor and the police officer;

(6) When returning home by a direct route from (and within 30 minutes of the termination of) a school activity or an activity of a religious or other voluntary association, or special event as defined and regulated in the "City of Jackson Special Events Ordinance;"

(7) In the case of reasonable necessity, but only after a minor's parent has communicated to police department personnel the facts establishing such reasonable necessity relating to specified streets at a designated time for a defined purpose, including place of origin and destination. A copy of such communication, or the police record thereof duly certified by the chief of police to be correct, and appropriate notation of the time it was received and of the names and addresses of such parent and minor, shall constitute evidence of qualification under this exception;

(8) When a minor is, with parental consent, in a motor vehicle engaged in bona fide interstate travel through the city particularly on Interstate 55, 20 and 220 and all access roads to these interstate systems, including all interstate travel beginning or ending in the city.

(9) Each of the foregoing exceptions, and their several limitations, are severable.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-56. Violations.

(a) From 7:30 a.m. until 3:30 p.m. on Monday through Friday during the school term, a police officer of the city who has probable cause to believe that a minor is in violation of this article shall:

(1) Stop and ascertain the name and address of the minor, and the school the minor attends;

(2) Report to communications so that communications personnel can make every reasonable effort to contact the appropriate school representative to confirm the minor's enrollment; and

(3) The officer shall make every reasonable effort to transport the minor to the appropriate school; or if the minor has been suspended or if the minor's school cannot be ascertained, then the officer, through communications personnel, shall make every reasonable effort to contact the minor's parent. If the minor's parent is unavailable, the officer shall transport the minor to the Henley-Young Juvenile Detention Center, where a Mississippi Department of Education representative will attempt to continue to contact the minor's parents.

(b) Between the hours of:

10:00 p.m. Sunday to 6:00 a.m. Monday;

10:00 p.m. Monday to 6:00 a.m. Tuesday;

10:00 p.m. Tuesday to 6:00 a.m. Wednesday;
10:00 p.m. Wednesday to 6:00 a.m. Thursday;
10:00 p.m. Thursday to 6:00 a.m. Friday;
12:00 a.m. (midnight) to 6:00 a.m. Saturday; and
12:00 a.m. (midnight) to 6:00 a.m. Sunday,

A police officer of the city who has probable cause to believe that a minor is in violation of this article shall:

- (1) Stop and ascertain the name and address of the minor;
 - (2) Report to communications so that communications personnel can make every reasonable effort to contact the minor's parent and transport the minor to his/her parent;
or
 - (3) If the minor's parent is unavailable, the police officer shall transport the minor to the Henley-Young Juvenile Detention Center until the minor's parent or proper authorities are contacted.
- (c) Notwithstanding paragraph (a) of this section, a police officer who has probable cause to believe that the minor is in violation of this article and has engaged in misdemeanor or felonious conduct, and if reasonable grounds exist to believe the minor has engaged in said delinquent conduct, the officer shall follow normal police procedure and transport the minor to the police department and place the minor in the Henley-Young Juvenile Detention Center.
- (d) Notwithstanding paragraph (b) of this section, when a minor is detained, the minor's parent shall be immediately contacted. If, after this contact, there is still probable cause to believe that the minor was violating this article, the minor shall be held until the parent comes to retrieve minor. When the parent arrives, he or she shall be given a copy of this article. If no parent arrives within a reasonable time to retrieve the minor, then the minor shall be turned over to the custody of the local juvenile authorities until a parent can take custody of the minor.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-57. Penalties.

- (a) Whenever a minor is transported to the Henley-Young Juvenile Detention Center for violation of this article under subsection (b), the minor's parent shall be issued a written warning. For a second parental offense, a parent shall be fined \$25.00. For each subsequent offense by a parent, the fine shall be increased by an additional \$25.00, e.g. \$50.00 for third, \$75.00 for the fourth offense.
- (b) The owner, operator, or any employee of an establishment violating any provision of this article shall, upon conviction thereof, be fined \$100.00 for a first offense. For each subsequent offense by an owner, operator, or employee of an establishment, the fine shall be increased by an additional \$50.00.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-58. Construction and severability.

Severability is intended throughout and within the provisions of this article. If any section of this article is determined to be voided or invalid, the validity of article's remainder shall not be affected

thereby. The city council does not intend to violate the Constitution of the State of Mississippi or the Constitution of the United States of America in the implementation of this article.
(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-59. Continuing evaluation.

The city council will continue its evaluation and updating of this article through methods including, but not limited to, at the end of each school year, after the implementation of this article, the chief of police shall provide the city council with a report concerning the effect of this article on crimes committed by and against minors, and of the number of warnings issued and arrests of minors and parents or legal guardians hereunder, and such other information as the city council may request.
(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-60. Expiration ("sunset provision").

This article shall expire and shall be null and void on July 1, 2009. This provision is included herein to ensure that the effectiveness and necessity of the article will be reviewed by the city council within a reasonable time after its adoption.
(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-61. Notice.

The city clerk shall provide notice of this article and of the curfew regulations established herein by having copies of the article posted in, on, or about such public or quasi-public places as may be determined by the mayor, city council, and police department so that the public may be constantly informed of the existence of the article and its amendments and regulations.
(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-62. Cumulative nature of article.

This article shall be cumulative and in addition to any other laws and regulations in force.
(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Secs. 86-63—86-85. Reserved.

THEREFORE, IT IS HEREBY ORDAINED, that the Jackson City Council hereby re-enacts Jackson, Mississippi, Code of Ordinances, Article II Sections 86-51 through 86-62.

SO ORDAINED, this the _____ day of December, 2023.

Agenda Item No. _____
Date: December 19, 2023
BY: STOKES

Regular Agenda

Claims

Payroll

9

OFFICE OF THE CITY ATTORNEY
CPM

ORDER CONFIRMING THE MAYOR’S APPOINTMENT OF ABRAM MUHAMMAD AS DIRECTOR OF THE DEPARTMENT OF PARKS AND RECREATION, CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on December 19, 2023, the Mayor appointed Abram Muhammad as Director of the Department of Parks and Recreation for the City of Jackson, Mississippi; and

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

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

IT IS, THEREFORE, ORDERED by the City Council of the City of Jackson, Mississippi, that the appointment of Abram Muhammad as Director of the Department of Parks and Recreation for the City of Jackson, Mississippi, is hereby confirmed.

(LUMUMBA)

Agenda Item No. 9
1.3.2024
(Lumumba)

Abram Muhammad

Phone Number (601) 540-2588

Email amuhammad@jacksonms.gov

Address Jackson, MS 39212

Dynamic, results-oriented go-getter with extensive experience managing multi-million dollar budgets. Highly skilled in strategic planning, fundraising, and investor relations. Proven track record of leading successful initiatives to drive operational excellence, increase efficiency, and maximize ROI. Experienced in building and leading high-performance teams to achieve organizational goals by way of collaboration and team building with internal and external stake-holders with over 35 years of managerial experience. In addition, over 8 years of Law Enforcement experience, and Honorable Discharge United States Marine.

SKILLS

- Strategic Planning
- Results Orientation
- Technology Integration
- Leadership and People Development
- Adaptable to accomplish goal doing change
- Innovative and Visionary
- Effective Communicator and Public Speaker
- Instructional Methods
- Analytical and Critical Thinker
- Proven professional in diversity and inclusiveness.

EXPERIENCE

Deputy Director

City of Jackson, MS- Parks & Recreation, Jackson, Mississippi

Nov 2017 - Present

- Create and implement departmental procedures and policies to improve quality control and establish workflow timelines by planned and aligned organizational resources with operations requirements.
- Identify and resolve any conflicts between internal and external stakeholders, and negotiating and maintaining and developing contracts with external partners.
- Prepare budgets for approval, including those for funding and implementation of programs by scrutinizing profit and loss reports to increase profitability and identify issues with performance.
- Direct or conduct studies or research on issues affecting areas of responsibility, which involves evaluation of operation and latest trends in the field to increase efficiency and productivity.
- Presided over and served on boards of directors, management committees, and other governing boards.
- Oversee the implementation, operations, growth, and maintenance for all the City of Jackson's youth and adult leagues and programs within it's parks, gyms, community centers, golf courses, and the largest zoo in the state.
- Responsible for the development, promotion, evaluation and discipline of city employees assigned to my department.
- Serve on the board for the Mississippi Recreation and Parks Association
- Started as a Recreational Aid (2015), Recreational Coordinator (2016), Recreational Supervisor (2017).

EDUCATION

Doctor of Criminal Justice (D.C.J) in Homeland Security

Saint Leo University, Saint Leo

Nov 2023

Master of Science (M.S.) in Criminal Justice

Saint Leo University, Saint Leo, FL.

May 2020

Bachelor of Science (B.S.) in Criminal Justice

Jackson State University, Jackson, MS, US

May 2018

Doctor of Ministry (D.Min.) in Divinity

Frederick L. Ray Biblical Institute, Petersburg, Virginia

Aug 2006

REFERENCES

References available upon request

CERTIFICATIONS

- Certified Parks and Recreation Professional (Dec. 2023) (NRPA)
- Paralegal (Nationally)
- Aquatics Facility Operator (NRPA)
- Notary Public (MS)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF ABRAM MUHAMMAD AS DIRECTOR OF THE DEPARTMENT OF PARKS AND RECREATION, CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

12/27/23
Date

10

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO
PROCURE

SUPPORT AND MAINTENANCE SERVICES FROM
SOLUTIONS, LLC FOR THE PURE STORAGE SOLUTION

WHEREAS, on March 21, 2017, the Jackson City Council authorized the Mayor to execute an agreement with Venture Technologies for the Pure Storage Solution; and

CURE
METRIX

11/21/23
SOMORNEY

the Mayor to

WHEREAS, the Pure Storage solution provides storage for over 200 virtual sewers that include all Tyler Technology Systems as Munis and Incode and legacy systems, including Cayenta Financial System, CISCO Public Safety System, and Exchange Servers; and

WHEREAS, in the event of an outage or emergency, the Pure Storage Solution, currently implemented at the Information Technology's production site and the recovery site, serves as a method to protect computer systems from failure; and

WHEREAS, the Department of Information Technology provided two quotes for the renewal of the Pure Storage solution for one year; and

WHEREAS, the Department of Information Technology recommends that the governing authorities for the city of Jackson accept Metrix Solutions, LLC's quote as the lowest and best for said solution; and

WHEREAS, Metrix Solutions, LLC proposed a one-year agreement, from July 27, 2023, until July 26, 2024, for the Pure Storage Solution with reinstatement fees for a cost of One Hundred Sixty-Four Thousand and Sixty-Nine Dollars and Sixty-Eight Cents (\$164,069.68); and

WHEREAS, Pure Storage is a leading provider of enterprise-grade, all-flash block, file, and object storage. Pure delivers a Modern Data Experience allowing you to rely on innovative, cloud-ready solutions and the best experience in technology to transform data into powerful outcomes; and

WHEREAS, the Department of Information Technology represents that Metrix Solutions, LLC is providing support and maintenance service for the previously purchased Pure Storage Solution, including hardware and software coverage.

IT IS THEREFORE ORDERED and hereby ratified that the Mayor be authorized to purchase the Pure Storage support and maintenance service to maintain the city's servers at a cost not to exceed One Hundred Sixty-Four Thousand and Sixty-Nine Dollars and Sixty-Eight Cents (\$ 164,069.68) for the period that begun on July 27, 2023 until July 26, 2024 from Metrix Solutions, LLC.

Agenda Item No. 10
1.3.2024
(Reid, Lumumba)

IT FURTHER ORDERED, that the Mayor is authorized to execute any and all documents related to the Pure Storage solution.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

Septemberr 25, 2023

DATE

(as revised 3/6/01)

POINTS	COMMENTS																																													
1. Brief Description	Pure Storage Hyper Converge System Maintenance																																													
2. Purpose	To provide maintenance and support for the Pure Storage environment.																																													
3. Who will be affected	City Wide (All Departments)																																													
4. Benefits	Maintenance to hyper converge systems which provide storage and failover capability.																																													
5. Schedule (beginning date)	Upon Execution																																													
6. Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Information Technology																																													
7. Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Information Technology																																													
8. COST	\$164,069.68																																													
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"/> 	Technology Fund - Machine/Equip Maintenance - 004.904006464 - \$164,069.68																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						



DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: September 25, 2023

To: Dr. Muriel Reid, Director of Information Technology

A handwritten signature in black ink, appearing to read "M. Reid".

From: Willie Harper, Systems Manager

Subject: Justification for Pure Storage Solution Maintenance from Metrix Solutions

The attached agenda item addresses a maintenance contract with Metrix Solutions (Pileum) to provide support and service for the Pure Storage Solution. This hyper converge system allows us to create and manage all virtual servers and storage for the City Of Jackson's legacy servers. This system also has the capability to recover machines which are located at the primary site to the disaster recovery site in case of an outage. Two quotes were provided, one from Get-Comm and the lowest from Metrix Solutions (Pileum).

The lowest cost for Maintenance from Metrix Solutions (Pileum) for a one year period is \$164,069.68

I recommend that we renew this support agreement.

WH

Office of the City
Attorney



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney A.M.

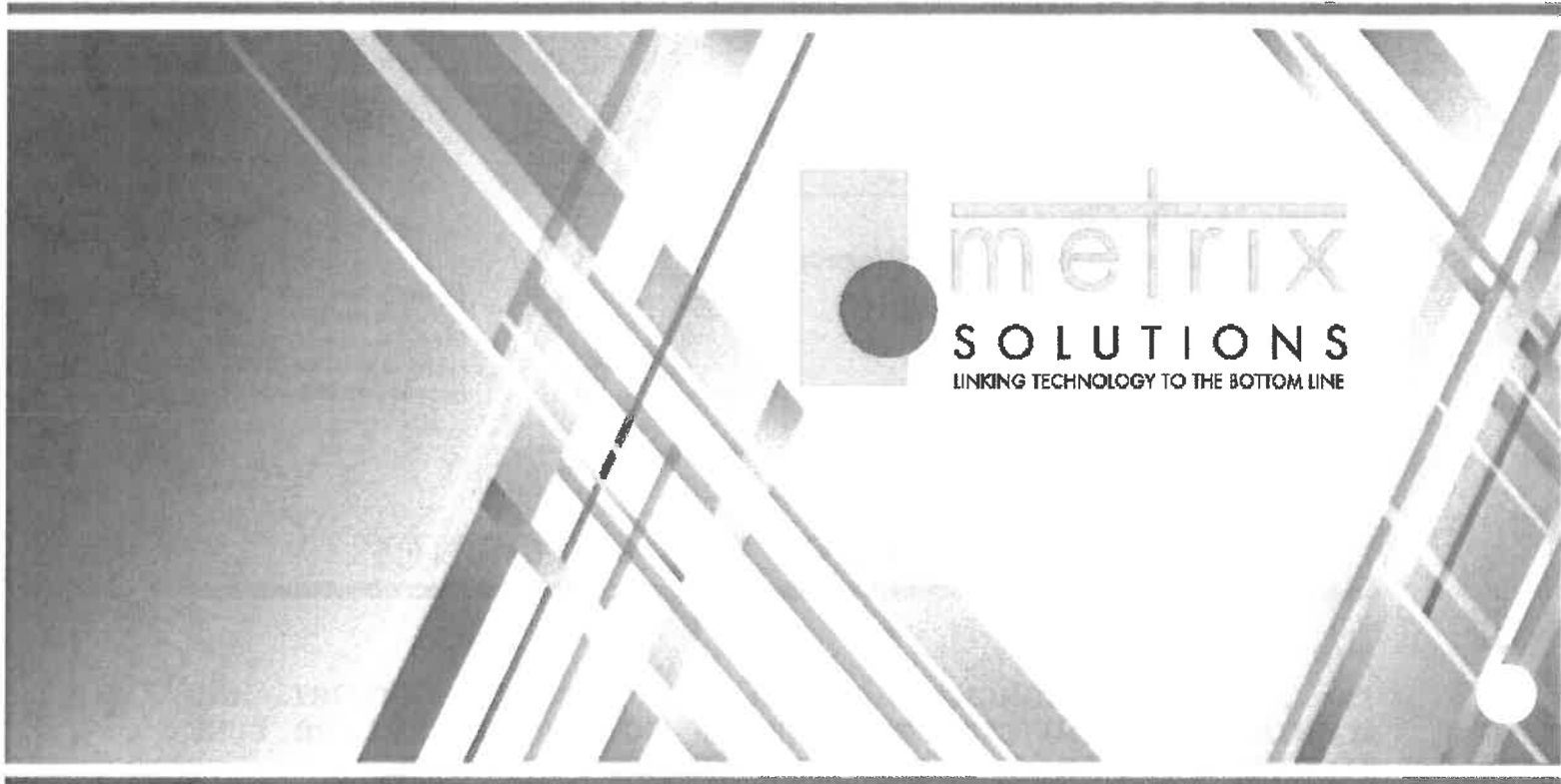
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING MAYOR TO PROCURE SUPPORT AND MAINTENANCE SERVICES FROM METRIX SOLUTIONS, LLC FOR PURE STORAGE SOLUTION** is legally sufficient for placement in NOVUS Agenda.

Date

OFFICE OF THE CITY ATTORNEY
JAN 11 2011 10:13 AM



We have prepared a quote for you

CoJ - Pure Storage Renewal - 2023-9-25

Quote # 057581
Version 2

Prepared for:

City of Jackson

Willie Harper
wharper@city.jackson.ms.us

Pure Storage 2023-2024 with Reinstatement Fees

Item	Description	Price	Qty	Ext. Price
	Coverage dates from July 27, 2023 until July 26, 2024			
FB-Chassis-0TB	FB-Chassis-0TB - 1MO, ADV, SILVER Assets: PMPAM19341872.temp_aws, PMPAM19341872	\$238.38	12	\$2,860.56
FB-17TB Single	FB-17TB Single Blade,1MO,ADV,SILVER Assets: PPCXA1950C8CA	\$337.18	12	\$4,046.16
FB-17TB Single	FB-17TB Single Blade,1MO,ADV,SILVER Assets: PPCXA1950C93B	\$337.18	12	\$4,046.16
FB-17TB Single	FB-17TB Single Blade,1MO,ADV,SILVER Assets: PPCXA1950C919	\$337.18	12	\$4,046.16
FB-17TB Single	FB-17TB Single Blade,1MO,ADV,SILVER Assets: PPCXA1950CA5F	\$337.18	12	\$4,046.16
FB-17TB Single	FB-17TB Single Blade,1MO,ADV,SILVER Assets: PPCXA1950CA48	\$337.18	12	\$4,046.16
FB-17TB Single	FB-17TB Single Blade,1MO,ADV,SILVER Assets: PPCXA19349214	\$337.18	12	\$4,046.16
MNT- Reinstatement	Reinstatement Fee Reinstatement Fee	\$2,713.76	1	\$2,713.76
FA-X50R2-63TB	FA-X50R2-63TB -1MO,PRM,GOLD Assets: PCHFL165200C5, PMZFL18470017, PMZFL18430674, FRG1023431QRS7X, FRG1023430QRRKD, PCHFL19010106, PSPUH19110042	\$2,529.32	12	\$30,351.84
DFM-SHELF-DP-15TB	Pure Storage Flash Array X Shelf Data pack - 1MO,PRM,GOLD Asset: PSPFT204416BY	\$542.48	12	\$6,509.76
MNT- Reinstatement	Reinstatement Fee Reinstatement Fee	\$3,686.16	1	\$3,686.16
FA-X50R2-22TB	FA-X50R2-22TB - 1MO,PRM,GOLD Assets: PCHFL165200D6, PMZFL19030334, PMZFL184902C1, FRG1023431QRS AU	\$1,995.55	12	\$23,946.60
DFM-CHASSIS-DP-45TB	DFM-CHASSIS-DP-45TB - 1MO,PRM,GOLD Assets: PCHFL19010116, PSPFT20451741	\$1,220.58	12	\$14,646.96
DFM-22TB	SS-DFM-22TB - 1MO,PRM,GOLD Assets: PSPUN1846DF8B	\$862.16	12	\$10,345.92

Pure Storage 2023-2024 with Reinstatement Fees

Item	Description	Price	Qty	Ext. Price
MNT- Reinstatement	Reinstatement Fee Reinstatement Fee	\$4,893.95	1	\$4,893.95
FB-123TB-7x17TB	Rapid Restore FB Bundle - FB-123TB-7x17TB - 1MO,ADV,SILVER Assets: PMPAM190114C7, PPCXA19126810, PPCXA191268C0, PPCXA191269A8, PPCXA191269B7, PPCXA19126697, PPCXA191268F9, PPCXA19126962	\$2,077.90	12	\$24,934.80
FB-17TB Single	FB-17TB Single - Blade,1MO,ADV,SILVER Assets: PPCXA191972C4	\$360.36	12	\$4,324.32
FB-17TB Single	FB-17TB Single - Blade,1MO,ADV,SILVER Assets: PPCXA19176FC7	\$360.36	12	\$4,324.32
MNT- Reinstatement	Reinstatement Fee Reinstatement Fee	\$3,358.35	1	\$3,358.35
FB-MC-XFM- 3200e	FB-MC-XFM-3200e - 1MO, ADV, SILVER Assets: PKTXA20040FA8	\$219.35	12	\$2,632.
MNT- Reinstatement	Reinstatement Fee Reinstatement Fee	\$263.22	1	\$263.22

Subtotal: **\$164,069.68**

CoJ - Pure Storage Renewal - 2023-9-25

Prepared by:

Metrix Solutions

Will Osborn

601-863-0086

Fax

willosborn@pileum.com

Prepared for:

City of Jackson

353 S. Congress Street

Jackson, MS 39201

Willie Harper

wharper@city.jackson.ms.us

(601) 960-0609

Quote Information:

Quote #: 057581

Version: 2

Delivery Date: 09/25/2023

Expiration Date: 10/25/2023

Quote Summary

Description	Amount
Pure Storage 2023-2024 with Reinstatement Fees	\$164,069.68

Total: **\$164,069.68**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

GET COMM

**Company
Address**

Getcomm.
141 E. Center Street
Canton, MS 39046

**Quote Number
Creation Date
Expiration Date
Prepared By
Prepared By
Email Payment
FlashStack Deal?**

Q-668569
11/09/2023 12:28 PM
12/09/2023
Sales Department
45 Days
No

**Bill To Name
Bill To
Rd**

City of Jackson
3825 Ridgewood

Jackson,,MS 39211
UNITED STATES

Account Name

City of Jackson



Pure Storage 2023-2024 with Reinstatement Fees

Item	Description	Price	Qty	Ext. Price
	Coverage dates from July 27, 2023 until July 26, 2024			
FB-Chassis-0TB	FB-Chassis-0TB - 1MO, ADV, SILVER Assets: PMPAM19341872.temp_aws, PMPAM19341872	\$400.00	12	\$4,800.00
FB-17TB Single	FB-17TB Single Blade,1MO,ADV,SILVER Assets: PPCXA1950C8CA	\$350.00	12	\$4,200.00
FB-17TB Single	FB-17TB Single Blade,1MO,ADV,SILVER Assets: PPCXA1950C93B	\$350.00	12	\$4,200.00
FB-17TB Single	FB-17TB Single Blade,1MO,ADV,SILVER Assets: PPCXA1950C919	\$350.00	12	\$4,200.00
FB-17TB Single	FB-17TB Single Blade,1MO,ADV,SILVER Assets: PPCXA1950CA5F	\$350.00	12	\$4,200.00
FB-17TB Single	FB-17TB Single Blade,1MO,ADV,SILVER Assets: PPCXA1950CA48	\$350.00	12	\$4,200.00
FB-17TB Single	FB-17TB Single Blade,1MO,ADV,SILVER Assets: PPCXA19349214	\$350.00	12	\$4,200.00
MNT- Reinstatement	Reinstatement Fee Reinstatement Fee	\$2,713.76	1	\$2,713.76
FA-X50R2-63TB	FA-X50R2-63TB -1MO,PRM,GOLD Assets: PCHFL165200C5, PMZFL18470017, PMZFL18430674, FRG1023431QRS7X, FRG1023430QRRKD, PCHFL19010106, PSPUH19110042	\$3000.00	12	\$36,000.00
DFM-SHELF-DP- 15TB	Pure Storage Flash Array X Shelf Data pack - 1MO,PRM,GOLD Asset: PSPFT204416BY	\$600.00	12	\$7,200.00
MNT- Reinstatement	Reinstatement Fee Reinstatement Fee	\$3,686.16	1	\$3,686.16
FA-X50R2-22TB	FA-X50R2-22TB - 1MO,PRM,GOLD Assets: PCHFL165200D6, PMZFL19030334, PMZFL184902C1, FRG1023431QRS AU	\$2,000.00	12	\$24,000.00
DFM-CHASSIS-DP- 45TB	DFM-CHASSIS-DP-45TB - 1MO,PRM,GOLD Assets: PCHFL19010116, PSPFT20451741	\$1,220.58	12	\$14,646.96
SS-DFM-22TB	SS-DFM-22TB - 1MO,PRM,GOLD Assets: PSPUN1846DF8B	\$862.16	12	\$10,345.92



Item	Description	Price	Qty	Ext. Price
MNT- Reinstatement	Reinstatement Fee Reinstatement Fee	\$4,893.95	1	\$4,893.95
FB-123TB-7x17TB	Rapid Restore FB Bundle - FB-123TB-7x17TB - 1MO,ADV,SILVER Assets: PMPAM190114C7, PPCXA19126810, PPCXA191268C0, PPCXA191269A8, PPCXA191269B7, PPCXA19126697, PPCXA191268F9, PPCXA19126962	\$2,500.00	12	\$30,000.00
FB-17TB Single	FB-17TB Single - Blade,1MO,ADV,SILVER Assets: PPCXA191972C4	\$360.36	12	\$4,324.32
FB-17TB Single	FB-17TB Single - Blade,1MO,ADV,SILVER Assets: PPCXA19176FC7	\$360.36	12	\$4,324.32
MNT- Reinstatement	Reinstatement Fee Reinstatement Fee	\$3,358.35	1	\$3,358.35
FB-MC-XFM- 3200e	FB-MC-XFM-3200e - 1MO, ADV, SILVER Assets: PKTXA20040FA8	\$219.35	12	\$2,632.20
MNT- Reinstatement	Reinstatement Fee Reinstatement Fee	\$263.22	1	\$263.

Subtotal: \$178,388.56

PURE STORAGE CUSTOMER SUPPORT GUIDE

VERSION 4.0.6
MARCH 13, 2020

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INTRODUCTION

WELCOME TO PURE STORAGE SUPPORT!

This guide briefly describes the technical support and maintenance services that Pure Storage provides its customers.

CONTACT PURE STORAGE SUPPORT

- **WEB** pure1.purestorage.com/support
- **EMAIL** support@purestorage.com
- **PHONE (US)** +1 (866) 244-7121 or +1 (650) 729-4088
- **PHONE (INTERNATIONAL)** support.purestorage.com/pure1/support

Customers may contact Pure Storage Support at support@purestorage.com to request login credentials.

SUPPORT SERVICES

We offer support for Pure Storage FlashArray and FlashBlade systems and their environments over the phone, by email, and through our web portal. Customers can get help with the following:

SERVICES

USAGE	Assistance with day-to-day administration and implementation of Pure Storage best practices.
DIAGNOSIS	Analysis of Pure Storage product error messages, identification, and isolation of root causes, and tracking of existing problems.
RESOLUTION	Solutions for problems, but also methods of avoiding trouble without compromising system performance or reliability
MONITORING	Pure Storage Support proactively monitors systems that are under "Premium" or "Advanced" maintenance plans that have CloudAssist enabled.

For information on Product Supportability, please see our Pure Storage End-of-Product Lifecycle Overview (https://support.purestorage.com/?cid=Product_Life_Cycle_Overview).

SUPPORT PACKAGES

The following table outlines our maintenance and support packages:

	BASIC	ADVANCED	PREMIUM
HOTLINE	365 x 24 x 7	365 x 24 x 7	365 x 24 x 7
RESPONSE TIME	15 minutes	15 minutes	15 minutes
PURE1	Yes	Yes	Yes
ONLINE TRAINING	Yes	Yes	Yes
PROACTIVE MONITORING	No	Yes	Yes
SLA FOR HARDWARE REPLACEMENT ¹	Same-day shipping ² : delivery varies	Next-business-day delivery	Four-hour delivery (If Severity 1) ³
EVERGREEN	No	Yes, with Gold	Yes, with Gold
REMOTE SOFTWARE UPGRADE INCLUDED	Defect fixes only	Unlimited	Unlimited
OPTIONAL (DSE)	No	No	No

¹ Applies to time after diagnoses and dispatch; not after the ticket is opened.

² With Same-day Shipping there is no time-delivery commitment, the order is placed on the same day that the part has been diagnosed as faulty and replacement requested. The part is shipped from regional depots and may be subject to international transportation and customs lead times. The end user should be made aware that they will need to act as importer of record internationally.

³ Applies to Severity 1 only; Next Business Day delivery for all others.

EVERGREEN STORAGE

The following is a breakdown of the different Evergreen subscriptions.

Evergreen Gold is Pure's standard subscription offering, delivering a subscription to our complete set of ever-improving capabilities across software, hardware, white-glove support, and maintenance.

Evergreen Silver omits the subscription to hardware, and is designed for (usually quite large) organizations that are trying to maximize CAPEX spend and minimize OPEX.

Evergreen™ Storage		Evergreen Gold Subscription	Evergreen Silver Subscription
SOFTWARE SUBSCRIPTION	All-Inclusive Array Software	✓	✓
	Future Array Software Features	✓	✓
HW & SW MAINTENANCE SUBSCRIPTION	Fiat & Fair Maintenance	✓	✓
	Evergreen Maintenance	✓	✓
WHITE GLOVE SUPPORT SUBSCRIPTION	Predictive Analytics & Services	✓	✓
	Instant L2 Support Access	✓	✓
	Sev 1 Response SLA	15 mh	15 mh
	Support Managed Upgrades	✓	✓
	On-Site Break/Fix SLAs	4HR & NBD	4HR & NBD
	Mobile/SaaS-Based Monitoring	✓	✓
MEDIA & CONTROLLERS SUBSCRIPTION	Evergreen Architecture	✓	✓
	Right Size* & 30-Day Guarantees	✓	✓
	Upgrade Flex Controllers**	Trade-In Credit	
	Capacity Consolidation**	Trade-In Credit /w 4X Purchase	
	Free Every Three*	✓	

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*See Evergreen Storage program terms. Right Size Guarantee only available for FlashArray //X

**Requires purchase of qualifying capacity. Capacity Consolidation for FlashBlade available under Silver subscription.

TECHNICAL SUPPORT SERVICES

Pure Storage's technical support services are proactive, reaching out to customers when alerts in our CloudAssist monitoring system brings attention to a problem, (see "Support Technologies," below). Customers may also discover issues and contact us for help, through telephone or email.

Whether the issue comes to our attention through an alert or a customer's contact, as soon our team becomes aware of a serious issue, we create a case, start the clock, and immediately get to work. Throughout the support process, we notify customers according to the severity level of the issue they face, (see "Severity Levels" on page 8).

When a problem is brought to Pure Storage Support's attention through a CloudAssist alert, we already know a lot about what's happening, because the alert includes a description of the problem, the time it began, and how critical it may become. In a case like this, the Technical

Support Engineer (TSE) evaluates the alert to determine how to respond. If appropriate, they promptly email the customer's designated contact person, filling them in on the situation.

When a customer brings the issue to Pure Storage Support's attention over the phone, a Customer Support Specialist (CSS) fields the call, performs basic analysis, and creates a case in our management and tracking system. The CSS then puts the case in the hands of a qualified TSE who works with the customer to gather information such as system logs and to analyze the problem in depth. If the customer request arrives through email, the TSE usually responds to that correspondence first but may follow up later by phone. In either scenario, to better diagnose the problem, the TSE may ask for a video conference and to connect to the device through our secure Remote Assist, (RA) technology, (see "Support Technologies," below).

While the TSE will likely produce a resolution that fits with both the customer's insights and the evidence at hand, occasionally the case may need to be escalated, especially when the problem has a high level of severity. At that point, team members with higher levels of expertise or specialization join the effort. The original TSE, however, remains as the point of contact for the customer.

In addition to contacting customers when problems arise, Pure Storage Support also reaches out proactively when there is a need to upgrade a particular version of Purity software, as when a serious issue is discovered with a version that a customer is running. When setting up an upgrade or lending assistance with any other activity, such as configuring a new feature, we schedule a time that is both convenient and efficient.

While customers are notified of the progress of cases throughout an investigation or any other service, after the problem is resolved, customers confirm that they are completely satisfied with the issue's resolution before we close the case. We then ask them to fill out a brief survey where they may offer feedback.

SUPPORT TECHNOLOGIES

Pure operating environments have several built-in features that allow for quick, effective troubleshooting: CloudAssist and Remote Assist. These tools enable our technicians to anticipate issues and work with problems often before they arise.

CloudAssist is an essential part of Pure Storage's overall strategies that allows the technical support team to monitor every connected device and then proactively identify potential problems. It operates through a secure link where logs are transmitted every 30 seconds to a secure server, enabling detection of performance issues and error-rate trends. When a problem is discovered, an alert immediately reports the issue so that action can be taken quickly. Records of previous alerts and other diagnostic operations provide a history of significant events to inform the troubleshooting effort.

While CloudAssist provides preliminary diagnostic information, in many cases, the most efficient way to service a Pure Storage product is by the direct intervention of a Technical Support Engineer (TSE). At that point, the operating environment's Remote Assist (RA) feature enables the TSE to communicate directly with the device through a secure link. Typically, RA sessions also include simultaneous video or phone conferences. Once begun, an RA session runs in the background of the server's operating environment until it is terminated by the customer, the TSE, or by automatically timing out.

To ensure security, connection to CloudAssist only transmits diagnostic data. It never accesses any customer data. Only a customer's local administrator can open a Remote Assist session. Further, only one RA session can be active at any time, though many TSEs may be active on that one session.

A CLOSER LOOK AT MONITORING SYSTEMS, ALERTS, AND CLOUDASSIST

The CloudAssist system constantly monitors Pure FlashArrays and FlashBlades that are working under Premium or Advanced maintenance plans and that have Pure1 Cloud enabled. The system creates alerts when individual processes or components may need attention. Depending on the alert, the customer, Pure Storage Support, or both are immediately informed.

Pure Storage Support monitors all alerts that indicate:

- A product's failure to function
- Data loss or access issue
- Product performance degradation
- Visible changes in state on the UI or CLI

Specific features or processes that may cause alerts:

- SSD loss or lack of space
- NVRAM loss
- Controller or component fault
- PSU fault
- Temperature or fan fault
- SAS Cabling fault
- Path to drive loss (SAS interposer)
- Throttling start and stop alerts
- Capacity limit alert
- Array startup

Find a full list of alerts here:

- FlashArray https://support.purestorage.com/?cid=PurityFA_Alerts
- FlashBlade https://support.purestorage.com/?cid=PurityFB_Alerts

When alerted of a problem, Pure Storage Support starts analyzing the nature of the issue immediately, using the diagnostic information sent with the alert.

With all critical alerts, after a TSE has completed an initial analysis, Pure Storage Support contacts you regardless of the time of day or the day of the year, (unless specifically instructed not to do so by a no-contact order that was previously put in place by the customer).

Note: Because time may be spent on analysis after the initial alert is sent, the TSE's initial contact may be briefly delayed. Additionally, for non-critical alerts, we only contact customers as appropriate (usually during regular hours). For example, if we determine that a failover was "by design" and had no impact on I/O being served, we may follow up during regular business hours.

PREREQUISITES REQUIRED FOR ALERTS

The customer must have CloudAssist enabled on all Pure Storage platforms, whether FlashArrays or FlashBlades. Those sites that are not connected are considered "dark" sites. (See "Advice for Unconnected 'Dark' Sites," below).

All of the services described above occur 24 hours per day, seven days per week, and 365 days per year. For all critical alerts, Pure Storage Support will reach out to customers through their designated representatives. For that reason, we strongly recommend that customers provide an email alias and phone (or pager) number to alert the entire team that is in charge of the Pure

server equipment. Doing so ensures that the alerts from Pure Storage Support can reach the correct individuals without delay.

UNCONNECTED "DARK" SITES

Some customers have strict security requirements that do not allow information such as logs to leave their site for the CloudAssist. Our support methodology is based on being informed about the status of customer's Pure Storage platforms when a customer elects not to use CloudAssist, they limit our ability to proactively resolve problems. Consequently, Pure Storage Support must rely on the customer's administrators to take a much more active role both in monitoring the equipment and, when problems arise, take a more active role in basic troubleshooting. To that end, Pure Storage offers a training course, written materials, and special tools that are targeted for administrators at unconnected, "dark" sites. We strongly recommend having at least two Pure-certified administrators on staff at each of these sites.

For more information on the assistance offered to dark sites, see the FlashArray Management Training Course information

(https://support.purestorage.com/FlashArray/Getting_Started_with_FlashArray/FlashArray_Management_Training_Course). This certification course includes both video and hands-on training, plus a complete manual detailing methods that are not dependent on electronic connection to Pure Storage or any other site.

PURE STORAGE SUPPORT PORTAL

Pure Storage operates a state-of-the-art customer support portal at <https://support.purestorage.com>. The portal supports browsing from desktop, tablet, or smartphone with single sign-on between all sections of the site. If you are an existing customer, an account should have been created for you by your account team. If you have any questions or need assistance, email community@purestorage.com. The support portal provides access to:

PORTAL	DESCRIPTION
MANAGE	Easily monitor and manage your Pure Storage devices from anywhere.
CASES	Open, update, and view your support tickets with Pure Storage Support.
KNOWLEDGE	Access release notes, user guides, installation guides, advice on best practices, troubleshooting, and more.
COMMUNITY	Access peer-to-peer discussions with other members of the Pure Storage Community. Ask questions, share tips and tricks, and communicate with other customers.

SUPPORT CONTACTS

Designated support contacts are the only people from customer sites who can speak to Pure Storage Support technicians on behalf of their companies. Implemented for the customer's security, this policy ensures that all information provided by our TSEs is received and implemented by the appropriate personnel within the customer's organization. Customers need to designate all support contacts before they attempt to open their first case. Different types of customer contacts follow:

CALLERS	DESCRIPTION
AUTHORIZED CALLERS	A customer can designate up to five individuals as authorized callers for each site. Only these designated contacts can call and receive assistance from Pure Storage Support. Customers may request portal accounts for these individuals through email to Pure Storage Support.
PURE1 ADMIN	The Pure1 Admin is the person at the customer's site who is authorized to provide support for a Pure FlashArray or FlashBlade. As the customer's resident Pure Storage expert, the Pure1 Admin is responsible for the administration of contacts and for assisting users. Knowledgeable about a wide range of product issues, this person determines whether a particular problem can be solved locally or needs to be referred to Pure Storage Support.
BACKUP CONTACTS	Backup contacts should be located at the same site as the Pure1 Admin and be able to perform all the necessary duties on the FlashArray or FlashBlade, including contacting Pure Storage Support and opening RA sessions when required.

SEVERITY LEVELS

Pure Storage Support will assign a severity level to each new case by using a formal ranking system that is based on the business impact of the problem. If the severity is raised, the new severity level continues through the life of the case. When tracking a case on the Pure1 Portal, this value can be as the "Case Severity."

SEVERITY	DEFINITION	INITIAL RESPONSE	UPDATE FREQUENCY
SEVERITY 1 <i>EMERGENCY</i>	Critical impact to a critical business system which is preventing business functions from operating, resulting in loss of productivity or financial impact, including data loss or data corruption.	15 minutes	Continuous updates
SEVERITY 2 <i>MAJOR</i>	Major impact on a critical business system with reduced or degraded functionality impacting productivity or financial loss.	30 Minutes	Updates daily or as agreed
SEVERITY 3 <i>MINOR</i>	Minor impact or degradation of service to business system impacting non-essential functions with minimal or no impact to the business.	1 Business Hour	Every other business day or as agreed
SEVERITY 4 <i>INFORMATIONAL</i>	Information inquiries including a request for documentation, questions on product functionality, or configuration.	2 Business Hours	Updates as agreed

OPENING A NEW CASE

OPEN A NEW CASE VIA WEB PORTAL

When possible, Pure Storage recommends opening new cases via the support portal at <https://pure1.purestorage.com/support>. When the Case Management screen opens, you can do the following:

- To open a new case, click the orange (+) next to the Quick Find Bar.
- Enter the case in the field in the Quick Find bar, which will be listed in the left pane.
- To update an existing case, on the right-hand side, open one of the cases listed.

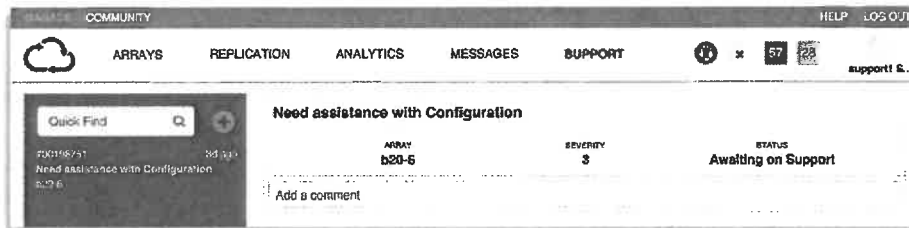


Figure 1 - Pure1 Case Portal Home Screen

When opening a new case, provide the following information:

IN THIS FIELD	ENTER THIS
ARRAY	If the Pure FlashArray or FlashBlade is configured for Pure1 Manage, the device's name will automatically be populated in the drop-down menu. If available, select it. If the phone home feature is enabled, the site will also populate the Model and the Version of the device's operating environment.
INITIATOR OS	If applicable, provide information on the operating system of the host that is affected. This expedites troubleshooting and research efforts.
SUBJECT DESCRIPTION	Enter a brief phrase to summarize the issue. Describe in detail the issue you are experiencing. Additional details such as troubleshooting steps you've taken or whether anything has changed in your environment are important to note.
PRIMARY CONTACT	From the drop-down menu listing users in your system, select the name of the contact that we should contact first. This is the Pure1 Admin in most cases.
SECONDARY CONTACT	If the Pure1 Admin is not available, Pure Storage Support will attempt to work with the backup contact.



Figure 2 - Opening a New Case

After entering information in each of the fields, click **Create** to submit the case. The screen loads the individual case view. A case number displays and a confirmation is sent, (see Figure 3).

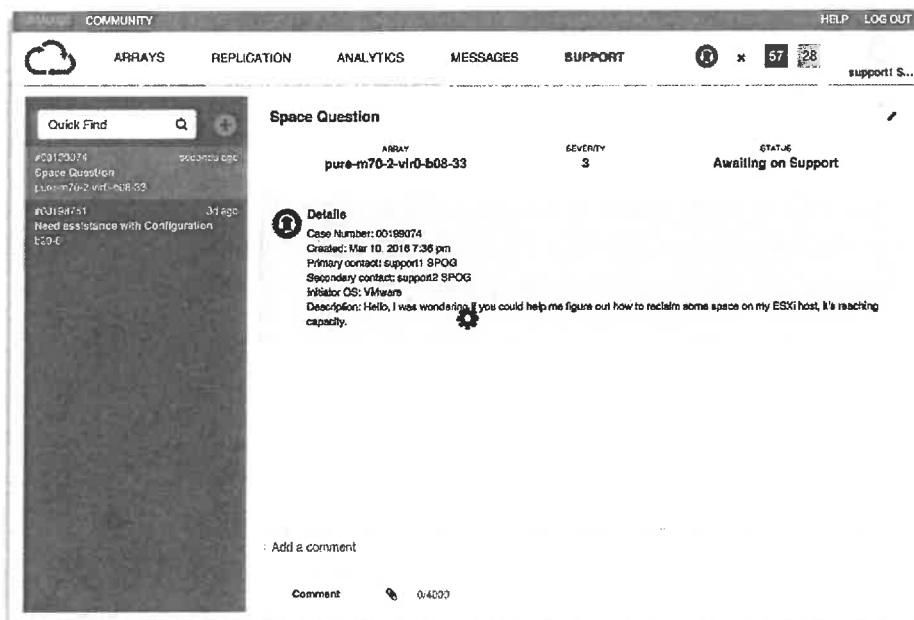


Figure 3 - Case View

You can add additional comments by entering them in the field and clicking the **Comment** button.

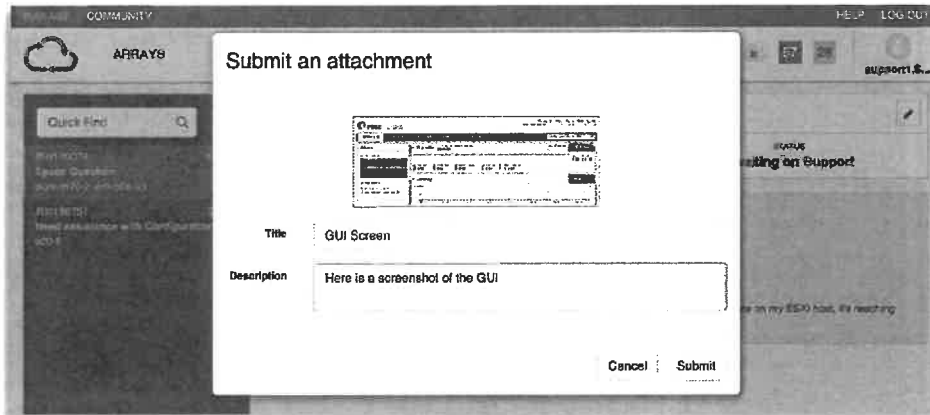


Figure 4 - Attachment Submission Dialog

You can add attachments by clicking the Attachment (paperclip icon). A dialog box displays that enables you to upload the attachment (see Figure 4). Attachments may include documents such as screenshots that will provide Pure Storage Support immediate access to pertinent information.

OPENING A NEW CASE VIA EMAIL

Another efficient way to request support is to use email to open a new case. Send the request with any additional related information, including screenshots.

Upon receipt of the email, the details of the case will be entered into Pure Storage's case tracking system, and one of our TSEs will promptly respond. This method of creating a new case is particularly useful for non-urgent requests.

OPEN A NEW CASE VIA PHONE

When you contact Pure Storage Support by phone, your call is answered by a Customer Support Specialist (CSS), dispatching agent who asks for several pieces of information:

- Existing ticket number, if this is a previously reported problem
- Exact error or advisory message (if more than two, please report via email)
- A description of the problem
- The severity of the problem in terms of business impact

The CSS then assigns the case to a TSE who promptly responds.

ACKNOWLEDGING THE CASE

Regardless of the method of communication, once a case is opened, it will be reviewed and dispatched through a case-tracking system and then be assigned to a TSE. The TSE notifies the customer's designated contact with the case number, confirm the severity level and, when possible, provide an initial diagnosis—or even the solution. The customer is also sent an email acknowledgment of the case.

CASE ESCALATION BY THE CUSTOMER

If for any reason you feel the quality of service is not adequate or prompt, you may choose to escalate the case. A manager will give full attention to the problem, address it appropriately, and then continue to monitor the case until it is resolved. Customers can escalate cases in the following ways:

- Call Pure Storage Support and ask to speak with the Support Manager on Duty.
- Send an email to case-escalation@purestorage.com with the case number for reference. A response from a Pure Storage Support manager can be expected within 15 minutes.
- Click the escalation link on one of the case emails. Every email from Pure Storage Support displays the following question near the bottom, including a dynamic link: "Not satisfied with the handling of this case? Click here to escalate."
- In the upper right-hand Pure1 Case Portal, click **Escalate**, (see Figure 5).

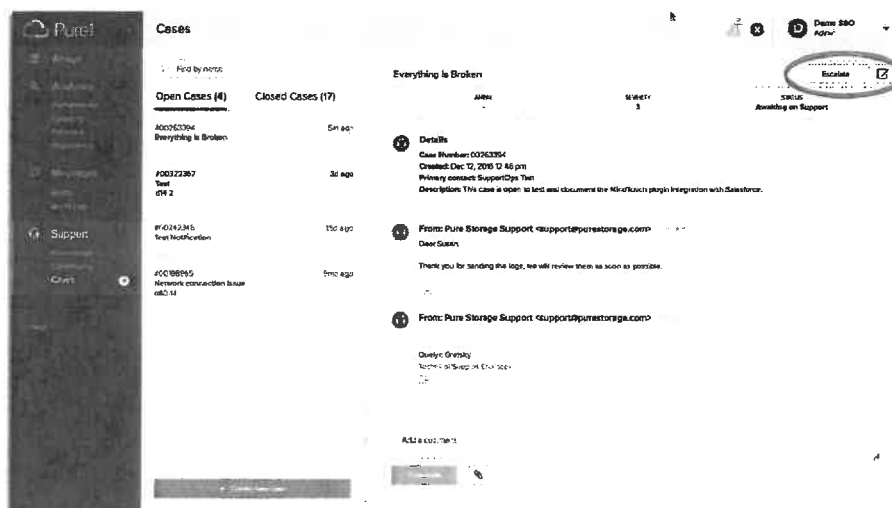


Figure 5 – Pure1 Case Portal, Escalate Button

Regardless of the contact method, include the following information in the request:

- Ticket Number
- Your contact information
- A summary of the issue and why it should be escalated

The Pure Storage Support manager will give full attention to the problem, discuss it with you, and address it appropriately. Along with escalating the issue, the manager will closely follow all further communication on the case until it is resolved.

HARDWARE REPLACEMENTS

Pure Storage Support provides quick replacement of any malfunctioning Pure hardware. When we determine that a hardware component needs to be replaced, the TSE initiates the shipping of the replacement part and, if required, dispatches a Field Technician to perform the part replacement.

If a hardware issue arises during installation, a new shipment for the entire asset may be procured from the nearest available factory on the following business day, with expedited delivery.

If a field technician is required for hardware replacement, customers need to provide information on the location of the device, including the address of the datacenter and any pertinent information within it, such as grid coordinates. The customers also need to provide specifics for site security that may be required to effect repair of the device.

After replacement of a part, the replaced hardware component must be shipped back to Pure Storage by the customer, using the packaging in which the replacement part was delivered. To ensure correct delivery, Pure Storage will provide a pre-paid return label to affix to the packaging via email. For an additional charge, customers may choose to retain drives that were installed in the replaced products.

When purchasing support strategies for some countries where Pure Storage does not have a parts depot, the Pure1 Basic Support plan may be an available option. With this plan, Pure Storage ships parts from a fulfillment center on the same day, though the company may not be able to guarantee a specific delivery time.

BUSINESS CRITICAL SERVICES (BCS) PROGRAM

The BCS service is a billable add-on option that is available for the Premium maintenance plan during periods of one, three, or twelve months. The program provides two key personnel for each of its customers:

- A Support Account Manager (SAM) who provides account management services.
- A Designated Support Engineer (DSE) who provides technical support services.

The SAM becomes familiar with the customer's technical account and administrative needs and acts as the primary conduit for communications. The DSE remotely services the customer's FlashArrays and FlashBlades, as well as providing expertise on the customer's environments, configurations, and procedures.

BCS PROGRAM HIGHLIGHTS

The following highlights show the value of the BCS Program:

- Single point of contact for the management or technical support cases.
- An intimate understanding of the customer's environment.
- Remote assistance for the administration of the Pure FlashArray or FlashBlade.
- Proactive support, maintenance, and troubleshooting assistance.
- Knowledge transfer and technical assistance with customer's staff.

BCS PROGRAM FEATURES AND BENEFITS

Each customer has direct access to an experienced support engineer who understands the customer's IT environment as it relates to the Pure FlashArray or FlashBlade.

The SAM is the central point of contact for support management activities, including:

- Senior designated resource providing a communication conduit into Pure Storage Support.
- Knowledge of customer environments, requirements, planning, and personnel.
- Defines business-critical success criteria prior to Implementation and then reports progress.
- Oversees the installation of Pure technology by acting as a liaison to support.
- Engages technical expertise (Implementation, Integration, solution architects, technical training, etc.), as required.

The DSE helps the customer in the following ways:

- Participates in a weekly status call with the customer and summarizes outstanding issues along with the health and performance of the FlashArrays and FlashBlades.
- Performs weekly proactive scans for known pathologies on the customer's FlashArrays and presents any findings, sharing a plan of action for any issues found.
- Troubleshoots and resolves problems when they are found.

REINSTATEMENT AND RENEWALS

If we suspend support services for any period of time due to non-renewal or a violation of the Support Agreement, you may reinstate services by submitting the full amount of any lapsed payments, outstanding fees, and reinstatement penalties. If within the calendar quarter, we may waive reinstatement fees and penalties. Our Renewals team will guide you through the process.

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Pure Storage, Inc.

Sales | sales@purestorage.com

Media | pr@purestorage.com

General | info@purestorage.com

650 Castro St #400,
Mountain View, CA 94041
800-379-7873

1 1

ORDER AUTHORIZING THE MAYOR TO PROCURE SENTINEL ONE SOFTWARE FROM METRIX SOLUTIONS, LLC AND AUTHORIZING PAYMENT IN THE AMOUNT OF SEVENTY-THREE THOUSAND THREE HUNDRED THIRTY-FOUR DOLLARS AND FIFTY CENTS.

OFFICE OF THE ATTORNEY GENERAL
1/11/23
Lumumba

WHEREAS, the Department of Information Technology recommends to the governing authorities for the city of Jackson authorize the Mayor to procure software licenses for Sentinel One, a cybersecurity platform, from Metrix Solutions, LLC for a cost of Seventy-Three Thousand Three Hundred and Thirty-Four Dollars and Fifty Cents (\$73,334.50) starting December 19, 2023, through December 18, 2024; and

WHEREAS, the Department of Information Technology recommends that the city of Jackson utilize this software to defend against cyber threats, encompassing malware, ransomware, and other sophisticated attacks; and

WHEREAS, the Department of Information Technology obtained two quotes for a one-year license for Sentinel One and Metrix Solutions, LLC, with its principal office at 190 East Capitol Street, Suite 175, Jackson, MS 39201, submitted the lowest and best quote in the amount of Seventy-Three Thousand Three Hundred and Thirty-Four Dollars and Fifty Cents (\$73,334.50); and

WHEREAS, Metrix Solutions, LLC is in good standing with the Secretary of State; and

WHEREAS, it is in the best interest of the city of Jackson to procure software licenses for Sentinel One, a cybersecurity platform, from Metrix Solutions, LLC, for a cost of Seventy-Three Thousand Three Hundred and Thirty-Four Dollars and Fifty Cents (\$73,334.50) starting December 19, 2023, through December 18, 2024.

IT IS THEREFORE ORDERED that the Department of Information Technology shall procure software licenses for Sentinel One, a cybersecurity platform, at a cost not to exceed Seventy-Three Thousand Three Hundred and Thirty-Four Dollars and Fifty Cents (\$73,334.50) starting December 19, 2023, through December 18, 2024.

Agenda Item No. 11
1.3.2024
(Reid, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(REID, LUMUMBA)
DATE 12/1/2023

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO PROCURE SENTINEL ONE SOFTWARE, AND AUTHORIZING PAYMENT IN THE AMOUNT OF SEVENTY-THREE THOUSAND THREE HUNDRED THIRTY-FOUR DOLLARS AND FIFTY CENTS.	
2.	Purpose	The purpose is to provide endpoint protection citywide.	
3.	Who will be affected	All Departments	
4.	Benefits	This software defends against cyber threats, encompassing malware, ransomware, and other sophisticated attacks.	
5.	Schedule (beginning date)	Upon Council Approval	
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide	
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Information Technology	
8.	COST	\$73,334.50	
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"/> 	Software – 004-90400-6231 = \$73,334.50	
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A <u> X </u> AABE _____ % WAIVER yes _____ no _____ N/A <u> X </u> WBE _____ % WAIVER yes _____ no _____ N/A <u> X </u> HBE _____ % WAIVER yes _____ no _____ N/A <u> X </u> NABE _____ % WAIVER yes _____ no _____ N/A <u> X </u>	

Revised 2-04



DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: December 1, 2023
To: Mayor Chokwe Antar Lumumba
From: Dr. Muriel J. Reid, Director *MJR*
Subject: Purchase Justification for Sentinel One

This quotation pertains to the procurement of Sentinel One software, which will furnish the City of Jackson with a comprehensive endpoint security solution. This software is purpose-built to defend against cyber threats, encompassing malware, ransomware, and other sophisticated attacks. This software will service the entire city.

Among the submitted quotations, the lowest option is offered by Metrix Solutions, amounting to an annual cost of \$73,334.50. It is strongly recommended that the Department of Information Technology proceeds with the acquisition of Sentinel One software.

mjr
004-90400-6231

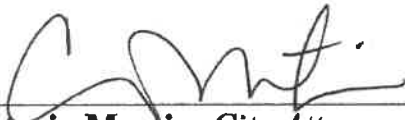
Office of the City Attorney

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
S.M.

OFFICE OF THE CITY ATTORNEY

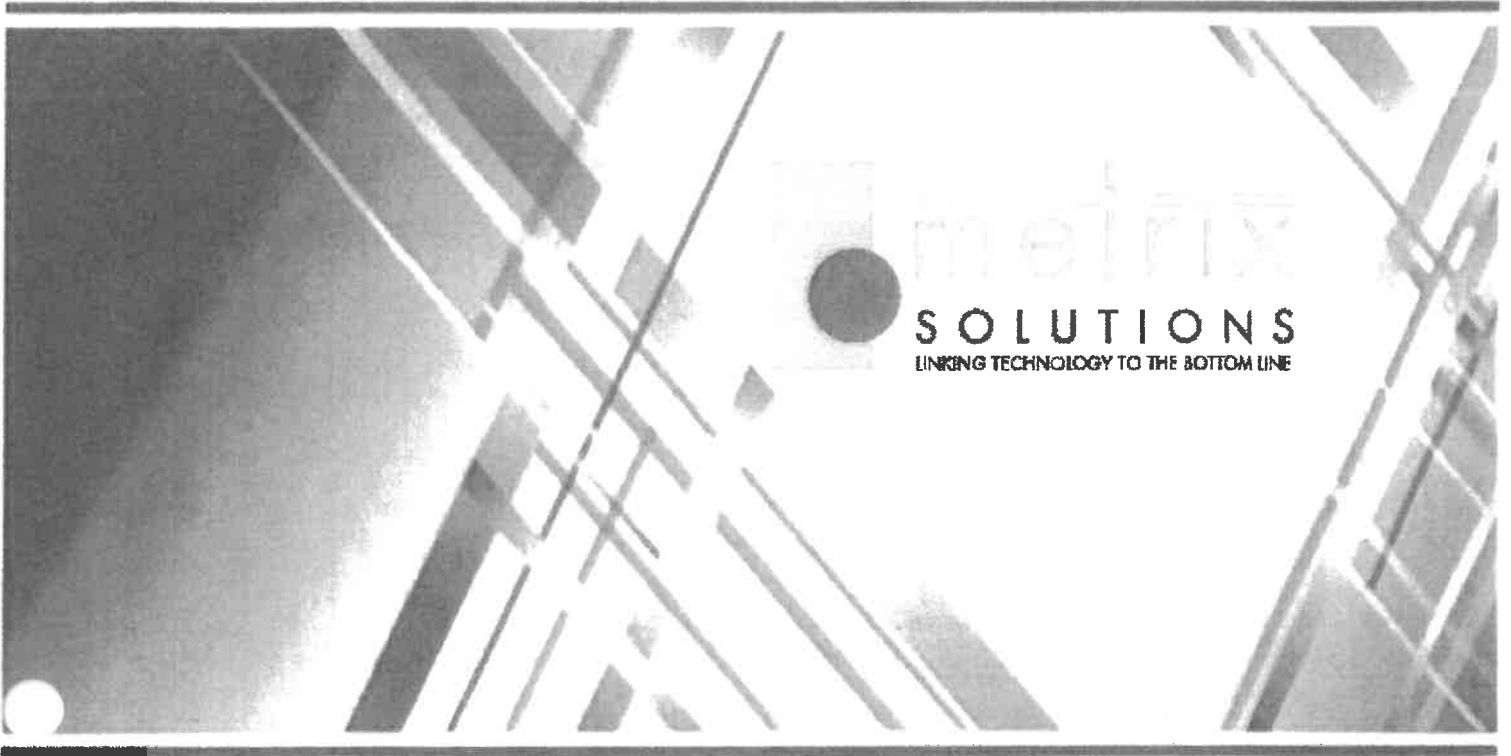
This **ORDER AUTHORIZING THE MAYOR TO PROCURE SENTINEL ONE SOFTWARE FROM METRIX SOLUTIONS, LLC AND AUTHORIZING PAYMENT IN THE AMOUNT OF SEVENTY-THREE THOUSAND THREE HUNDRED THIRTY-FOUR DOLLARS AND FIFTY CENT (\$73,334.50)** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

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

12/13/23
Date



We have prepared a quote for you

COJ - Sentinel One - 2023-11-30

Quote # 060948
Version 2

Prepared for:

City of Jackson

Dr. Muriel Reid
mreid@city.jackson.ms.us

Sentinel One - Term starting 12/19/2023

lowest quote

Item	Description	Price	Qty	Ext. Price
S1ES-CMP-EN-T4-S ✓	Complete Protection Platform (Per Workstation). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, Deep Visibility and up to 100 concurrent STAR Rules, Enterprise Support Plan - Term: 12 Months - 12/19/2023-12/18/2024 ✓	\$22.58	1000 ✓	\$22,580.00
S1ES-CMP-CW-T4-S ✓	Complete Protection Platform (Per Workload). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, Deep Visibility and up to 100 concurrent STAR Rules, Enterprise Support Plan - Term: 12 Months - 12/19/2023-12/18/2024	\$46.03	200 ✓	\$9,206.00
PF-PLT-FF-T1-S ✓	Singularity XDR Platform. Access to the Singularity XDR Platform, includes Initial XDR Ingest, SLED, 1 Yr - Term: 12 Months - 12/19/2023-12/18/2024	\$302.41	1 ✓	\$302.41
PS-GO-ND-T4-S ✓	Guided Onboarding (Per Endpoint). 90 Days, Remote Deployment Assistance, Initial Threat Triaging, Ongoing Configuration Review and Health Checks, Designated Customer Success Manager, SLED, 1 Yr, 1,001-2K Endpoints - Term: 3 Months - 12/19/2023-3/18/2024	\$6.08	1200 ✓	\$7,296.00
TR-U5P-PK-T1-S ✓	SentinelOne University Training (5 User Pack). Up to 5 users receive individual login for S1 University Online for 1 year. Flexible Delivery, SLED, 1 Yr, 5 Users - Term: 12 Months - 12/19/2023-12/18/2024	\$1,994.09	1 ✓	\$1,994.09
SS-VRP-ND-T4-S ✓	Vigilance Respond Pro (Per Endpoint). Vigilance Respond Pro: 24x7 MDR, and incident response, SLED, 1 Yr, 1,001-2K Endpoints - Term: 12 Months - 12/19/2023-12/18/2024	\$26.63	1200 ✓	\$31,956.00

Subtotal: **\$73,334.50**

190 E. Capitol Street Suite 175
Jackson, MS 39211
www.metrixsolutions.com
6013522120



COJ - Sentinel One - 2023-11-30

Prepared by:
Metrix Solutions
Will Osborn
601-863-0086
Fax
willosborn@pileum.com

Prepared for:
City of Jackson
353 S. Congress Street
Jackson, MS 39201
Dr. Muriel Reid
mreid@city.jackson.ms.us
(601) 624-5128

Quote Information:
Quote #: 060948
Version: 2
Delivery Date: 12/04/2023
Expiration Date: 12/30/2023

Quote Summary

Description	Amount
Sentinel One - Term starting 12/19/2023	\$73,334.50

Total: **\$73,334.50**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature _____

Date _____

Business Information

Business Type: Limited Liability Company
Business ID: 850152
Status: Good Standing
Effective Date: 01/16/2004
State of Incorporation: Mississippi
Principal Office Address: 190 EAST CAPITOL STREET, SUITE 175
 JACKSON, MS 39201

Metrix Solutions, LLC
 LLC

Registered Agent

Name
 Beneke, Jill M
 190 East Capitol Street Suite 175
 Jackson, MS 39201

Officers & Directors

Name	Title
Jill Beneke 190 EAST CAPITOL STREET SUITE 175 JACKSON, MS 39201	Manager
Jill Beneke 190 EAST CAPITOL STREET SUITE 175 JACKSON, MS 39201	Member
Benjamin W Roberson 1020 Highland Colony Parkway, Suite 1400 Ridgeland, MS 39158	Other
Jill M Beneke 190 EAST CAPITOL STREET SUITE 175 JACKSON, MS 39201	President



Call reference # QUO-17634420-R7Z6W3

To ensure fastest and most accurate processing of your order, please provide the quote# at the time of purchase

Quote: QUO-17634420-R7Z6W3 -0

Project Name: Jackson - SentinelOne

Customer Name: City of Jackson

Attention: Dr. Muriel Reid

Address: 353 Congress Street, Jackson, MS 39201 Phone# (601) 624-5124

Effective From: 1/28/2023

Effective To: 12/28/2023

Send Date: 1/28/2023

Special Pricing Information: Special Pricing Number: Q-203539-1 Start Date: 1/28/2023 Expiry Date: 2/25/2024

Item #	Manufacturer	Mr. Part #	Qty	Description and Product Info	MSRP	Ext MSRP	Price	Ext Price	Comments
1	SENTINELONE	SIES-CMP-EN-T4-S	1000	COMPLETE AND ENT SUPPORT SLED VLIC 1K-2K WKSTAS	\$80.79	\$176,993.20	\$25.00	\$25,000.00	Term: 12/23/2023-12/22/2024
2	SENTINELONE	SIES-CMP-CW-T4-S	200	COMPLETE AND ENT SUPPORT SLED VLIC 1K-2K WKLDS	\$164.64	\$32,928.00	\$46.00	\$9,000.00	Term: 12/23/2023-12/22/2024
3	SENTINELONE	PF-PLT-FF-T1-S	1	SINGULARITY PLATFORM LIC SLED	\$1,600.00	\$1,600.00	\$333.33	\$333.33	Term: 12/23/2023-12/22/2024
4	SENTINELONE	SS-VRP-ND-T4-S	1200	VIGILANCE RESPOND PRO VLIC SLED 1K-2K ENDPTS	\$38.11	\$45,732.00	\$28.00	\$33,600.00	Term: 12/23/2023-12/22/2024
6	SENTINELONE	PS-GO-ND-T4-S	1200	GUIDED ONBOARDING VLIC SLED 1K-2K ENDPTS	\$9.55	\$11,460.00	\$7.00	\$8,400.00	Term: 12/23/2023-03/22/2024
7	SENTINELONE	TR-U6P-PK-T1-S	1	SENTINELONE UNIVERSITY TRAINING VLIC SLED 5 USERS	\$4,483.20	\$4,483.20	\$2,802.00	\$2,802.00	Term: 12/23/2023-12/22/2024

12

OFFICE OF THE CLERK
A.M. 12/11/23
BERRY

ORDER AUTHORIZING THE MAYOR TO EXECUTE A WEB SERVICES AGREEMENT WITH NEHETEK TECHNOLOGY SOLUTIONS, LLC FOR WEBSITE DEVELOPMENT, MAINTENANCE, AND SUPPORT SERVICES FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY

WHEREAS, the Department of Information Technology recommends to the governing authorities for the city of Jackson to authorize the Mayor to execute a Web Services Agreement with Neketek Technology Solutions, LLC, to provide "full-stack web development services" from December 1, 2024, through December 31, 2027; and

WHEREAS, the Department of Information Technology received two quotes to provide Tier 3 Service Block, which includes but is not limited to remote and onsite continuing services, custom web application development, database development and management, reporting, SEO, site redesign, CMS integration, and maintenance/support. Service also includes current product design changes, patches, and updates. In addition, modern technologies will be used to develop, test, and deploy applications. This strategy will ensure that applications can support a high traffic volume and various devices and mitigate potential attacks from malicious entities; and

WHEREAS, the Department of Information Technology received two quotes for the above-referenced services, and Neketek Technology Solutions, LLC provided the lowest and best quote at 300 hours of service at \$150.00/per hour for a total cost of \$45,000 annually; and

WHEREAS, Neketek Technology Solutions, LLC will provide support services from January 1, 2024, through December 31, 2027, for a total cost not to exceed \$135,000; and

WHEREAS, the term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until December 31, 2027, subject to earlier termination as provided in this Agreement. The term may be extended with the written consent of the Parties. In the event that either Party wishes to terminate this Agreement before December 31, 2027, that Party will be required to provide 30 days written notice to the other Party; and

WHEREAS, a copy of the proposed Web Services Agreement is attached and made a part of the minutes.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a Web Services Agreement with Neketek Technology Solutions, LLC, to provide "full-stack web development services" from December 1, 2024, through December 31, 2027, for 300 hours of service at \$150.00/per hour for a total cost of \$45,000 annually.

IT IS FURTHER ORDERED that the Mayor be authorized to execute any and all documents necessary to effectuate this order.

Agenda Item No. 12
1.3.2024
(Reid, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(REID, LUMUMBA)

DATE 11/15/2023

POINTS		COMMENTS					
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO AMEND A PROFESSIONAL SERVICE AGREEMENT WITH NEHETEK TECHNOLOGY SOULUTIONS FOR WEBSITE DEVELOPMENT, MAINTENANCE AND SUPPORT SERVICES					
2.	Purpose	The purpose of this agreement website maintenance and support services.					
3.	Who will be affected	All Departments					
4.	Benefits	The benefits include website maintenance, development, and support services.					
5.	Schedule (beginning date)	January 1, 2024					
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide					
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Information Technology					
8.	COST	\$45,000.00					
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"/> 	Technology Fund Other Professional Services – 004.904.00.6419 = \$45,000.00					
10.	EBO participation	ABE	_____ %	WAIVER	yes ___ no ___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes ___ no ___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes ___ no ___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes ___ no ___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes ___ no ___	N/A	<u>X</u>

Revised 2-04



DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: November 15, 2023
To: Mayor Chokwe Antar Lumumba
From: Dr. Muriel Reid, Director
Subject: Professional Service Agreement with Nehetek Technology Solutions

The Department of Information Technology recommends entering into a professional service agreement with Nehetek Technology Solutions, a Mississippi company, to provide maintenance and support services to the city's website.

Nehetek Technology Solutions quote is for 300 hours at a cost not to exceed \$45,000.00 annually until December 31, 2027.

/mjr

004.904.00.6419

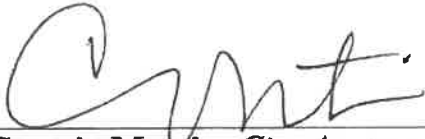
Office of the City Attorney

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
[Handwritten signature]

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A WEB SERVICES AGREEMENT WITH NEHETEK TECHNOLOGY SOLUTIONS, LLC FOR WEBSITE DEVELOPMENT, MAINTENANCE, AND SUPPORT SERVICES FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

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

12/13/23
Date

Name History

Name

Nehetek Technology Solutions LLC

Name Type

Legal

Business Information

Business Type:

Limited Liability Company

Business ID:

1246270

Status:

Good Standing

Effective Date:

11/23/2020

State of Incorporation:

Mississippi

Principal Office Address:

1230 Raymond Rd, Box 600 Suite 1216
Jackson, MS 39204

Registered Agent

Name

Katrina Powell
724 Chambord Dr
Brandon, MS 39042

Officers & Directors

Name

Andrew J Lewis
PO BOX 835
Raymond, MS 39154

Title

Manager

WEB SERVICES AGREEMENT

THIS WEB SERVICES AGREEMENT (the "Agreement") is dated this 1st day of January, 2024.

CLIENT

THE CITY OF JACKSON
Department of Information Technology
353 South Congress Street
Jackson, MS 39201

(the "Client")

CONTRACTOR

NEHETEK TECHNOLOGY SOLUTIONS
PO Box 835,
Raymond, MS 39154

(the "Contractor")

A. BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide computer services to the Client.
- B. The Contractor is agreeable to providing such computer services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. **SERVICES PROVIDED:** the Client hereby agrees to engage the Contractor to provide the Client with the following computer services (the "Services"):
 - o Full-stack Web Development Services include but are not limited to remote and onsite consulting services, custom web application development, database development and management, reporting, SEO, site redesign, CMS integration, maintenance/support, and hosting.; and
 - o Current product design changes, patches, updates, and migration. In addition, we will use modern technologies to develop, test, and deploy applications. This strategy will ensure that applications can support a high traffic volume and various devices and mitigate potential attacks from malicious entities.
 - o The Services will also include any other web development tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

2. **TERM OF AGREEMENT:** The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until December 31, 2027, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties. In the event that either Party wishes to terminate this Agreement prior to December 31, 2027, that Party will be required to provide 30 days' written notice to the other Party.
3. **PERFORMANCE:** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
4. **CURRENCY:** Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).
5. **COMPENSATION:** The Contractor will charge the Client for the Services at the rate of \$45,000.00 per year (the "Compensation"). The Client will be invoiced every month. Invoices submitted by the Contractor to the Client are due within 45 days of receipt.
6. **REIMBURSEMENT OF EXPENSES:** The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services. All expenses must be pre-approved by the Client.
7. **CONFIDENTIALITY:** Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client. Subject to the Mississippi Public Records Act of 1983, the Contractor agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information the Contractor has obtained, except as authorized by the Client or as required by law. Subject to the Mississippi Public Records Act of 1983, the confidentiality obligations will apply during the Term and will survive indefinitely upon termination of this Agreement. subject to the Mississippi Public Records Act of 1983, all written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information, regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.
8. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or registration applications, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The Client's use of the Intellectual Property will not be restricted in any manner. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the Client's written consent. The Contractor will be responsible for any damages resulting from the unauthorized use of the Intellectual Property.
9. **RETURN OF PROPERTY:** Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential

Information that is the Client's property.

10. **CAPACITY/INDEPENDENT CONTRACTOR:** In providing the Services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor, not an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a service contract. The Client is not required to pay or contribute to any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension, or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying and complying with reporting requirements for all local, state, and federal taxes related to payments made to the Contractor under this Agreement.
11. **RIGHT OF SUBSTITUTION:** Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services. In the event that the Contractor hires a sub-contractor:
 - o The Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
 - o For the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.
12. **AUTONOMY:** Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision-making in relation to the provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.
13. **EQUIPMENT:** Except as otherwise provided in this Agreement, the Contractor will provide, at the Contractor's own expense, any digital content, supplies, and any other items or parts necessary to deliver the Services in accordance with the Agreement.
14. **NO EXCLUSIVITY:** The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.
15. **NOTICE:** All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

~~1. THE CITY OF JACKSON MISSISSIPPI~~ ----
DEPARTMENT OF INFORMATION TECHNOLOGY
353 South Congress Street Jackson, MS 39201

2. NEHETEK TECHNOLOGY SOLUTIONS
PO Box 835, Raymond, MS 39154

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

16. **INDEMNIFICATION:** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.
17. **MODIFICATION OF AGREEMENT:** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.
18. **TIME OF THE ESSENCE:** The time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.
19. **ASSIGNMENT:** The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.
20. **ENTIRE AGREEMENT:** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.
21. **ENUREMENT:** This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.
22. **TITLES/HEADINGS:** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement
23. **GENDER:** Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
24. **GOVERNING 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.
25. **SEVERABILITY:** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

26. **WAIVER:** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
27. **APPROVAL:** It is understood that this Agreement requires approval by the governing authorities for the City of Jackson. If this Agreement is not approved by the governing authorities, it is void, and no payment shall be made hereunder.
28. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the city of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
29. **TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.
30. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

THE CITY OF JACKSON MISSISSIPPI
Department of Information Technology

NEHETEK TECHNOLOGY SOLUTIONS

Per:
Officer's

Per:
Officer's

Name: _____

Name: _____



Nehetek Technology Solutions
85-4045902
www.nehetek.com
andrew.lewis@nehetek.com
844-889-1489

PO BOX 835
Raymond, MS 39154
United States

QUOTE

Quote Number	0201	City of Jackson Department of Information and Technology
Quote Date	Thu November 2, 2023	2046
Total	\$45,000.00	353 S. Congress St Jackson, MS 39201 United States mreid@jacksonms.gov

Item	Description	Unit Cost	Quantity	Line Total
T3SB	Tier 3 Service Block - Full-stack Web Development. Services include but are not limited to remote and onsite consulting services, custom web application development, database development and management, reporting, SEO, site redesign, CMS integration, and maintenance/support. Service also includes current product design changes, patches, and updates. In addition, we will use modern technologies to develop, test, and deploy applications. This strategy will ensure that applications can support a high traffic volume and various devices and mitigate potential attacks from malicious entities.	\$150.00	300	\$45,000.00

Terms	Subtotal	\$45,000.00
Cost subject to change based on availability of supply and additional project requirements.	Total	\$45,000.00



We have prepared a quote for you

COJ - Block of Time - 300 Hour BOT - 2023-11-10

Quote # 060655
Version 1

Prepared for:

City of Jackson

Dr. Muriel Reid
mreid@city.jackson.ms.us

▶ Statement of Work

Block of Time (BOT) – The BOT is a prepaid block of hours discounted from standard hourly rates. Hours presented will be used for the services described in the quote. Any hours remaining after project is completed can be used for future projects or support. If services require more hours than included in the block of time, customer can choose to purchase a new BOT or purchase the additional services by the hour. Block of Time will expire after 3 years from contract execution. The agreement is consumed at the following rate schedule according to type of service performed:

- Web Development Engineer - \$175 Per Hour

Please note that this agreement provides service during normal business hours from Monday through Friday. Should service be requested or required outside these time periods, Pileum will, at its discretion and with pre-approval from the customer, bill additional charges according to the following schedule:

- Emergency Call - If customer requires immediate emergency assistance an emergency service call rate will be applicable at 2.0 times the normal hourly rate; 4 Hour Minimum On-site, 2 Hour Minimum Remote
 - After Hours (Monday-Thursday 5:30 PM - 7:59 AM) – 1.5 times normal hourly rate; 4 Hour Minimum On-site, 2 Hour Minimum Remote
 - Weekends – (Friday 5:31 PM - 11:59 PM; Saturday/Sunday 12 AM - 11:59 PM; Monday 12 AM - 7:59 AM) 2.0 times normal hourly rate; 4 Hour Minimum On-site, 2 Hour Minimum Remote
 - Holidays – 2.5 times normal hourly rate; 4 Hour Minimum On-site, 2 Hour Minimum Remote
(New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day)
- After Hours / Weekend / Holiday Response Times are Best Effort*

Block of Time - 120 Hours

Item	Description	Price	Qty	Ext. Price
BOT	<p>Prepaid Block of Time</p> <p>Scope of Work:</p> <p>Tier 3 Service Block - Full-stack Web Development Services include but are not limited to remote and onsite consulting services, custom web application development, database development and management, reporting, SEO, site redesign, CMS integration, and maintenance/support. Service also includes current product design changes, patches, and updates. In addition, we will use modern technologies to develop, test, and deploy applications. This strategy will ensure that applications can support a high traffic volume and various devices and mitigate potential attacks from malicious entities.</p>	\$175.00	300	\$52,500.00

Subtotal: **\$52,500.00**

COJ - Block of Time - 300 Hour BOT - 2023-11-10

Prepared by:
Pileum Corporation
 Will Osborn
 601-863-0086
 Fax 601-510-9718
 willosborn@pileum.com

Prepared for:
City of Jackson
 353 S. Congress Street
 Jackson, MS 39201
 Dr. Muriel Reid
 mreid@city.jackson.ms.us
 (601) 624-5128

Quote Information:
Quote #: 060655
 Version: 1
 Delivery Date: 11/10/2023
 Expiration Date: 12/10/2023

Quote Summary

Description	Amount
Block of Time - 120 Hours	\$52,500.00
Total: \$52,500.00	

Payment Options

Description	Periods	Payments	Amount
Term Options			
Standard Terms and Conditions	One-Time Payments	One-Time	1
			\$52,500.00

Summary of Selected Payment Options

Description	Amount
Term Options: Standard Terms and Conditions	
Total of One-Time Payments	\$52,500.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Term: This Agreement shall commence on the Project Start Date identified above and shall remain in effect until the completion of the Services, unless otherwise terminated as provided herein. Any unused hours on Block of Time will expire 3 years from contract execution.
Expenses: If resource is required to stay overnight, a per diem will be charged equal to the current GSA rates. Expenses will be billed at cost, and Travel Time will be billed at one-half of the resource's billable rate. Mileage reimbursement rate = IRS standard reimbursement rate.
 Except as expressly modified hereby, all terms and provisions of the Master Agreement shall remain in full force and effect. Customer does hereby certify that as of date hereof (i) Customer is not in default under the Agreement and (ii) the representations and warranties made by Customer pursuant to the Master Agreement are true and correct on the date hereof.

Signature _____

Date _____

13

ORDER AUTHORIZING THE MAYOR TO PROCURE THE VMWARE SUPPORT AND MAINTENANCE FROM METRIX SOLUTIONS, LLC, AND AUTHORIZING PAYMENT IN THE AMOUNT OF EIGHT THOUSAND FIVE HUNDRED SIXTEEN DOLLAR AND NINETY CENTS.

WHEREAS, on September 12, 2022, the Department of Information Technology purchased VMware software and support for the vSphere 8 Hypervisor, which is a solution to interact with the underlying host resources and storage arrays; and

WHEREAS, the Department of Information Technology currently utilizes this solution to manage over 200 virtual servers and the host resources in which the virtual servers reside; and

WHEREAS, the Department of Information Technology obtained two quotes for the VMware production coverage, VMware support and subscription, and VMware production coverage vSphere 8 Enterprise and Metrix Solutions submitted the lowest and best quote in the amount of \$8,516.90; and

WHEREAS, Metrix Solutions, LLC's principal office is located at 190 East Capitol Street, Suite 175, Jackson, MS 39201, and the business is in good standing with the Secretary of State; and

WHEREAS, the Department of Information Technology recommends that the governing authorities authorize a payment in an amount not to exceed \$8,516.90 to Metrix Solutions, LLC to support the VMware solution.

Agenda Item No. 13
1.3.2024
(Reid, Lumumba)

IT IS, THEREFORE, ORDERED, that the Department of Information Technology is authorized to make payment in an amount not to exceed \$8,516.90 to Metrix Solutions, LLC to support the VMware solution.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 25, 2023

DATE

(as revised 3/6/01)

POINTS		COMMENTS						
1.	Brief Description	VMWare Support License Renewal						
2.	Purpose	To provide maintenance and support for the VMWare server environment.						
3.	Who will be affected	City Wide (All Departments)						
4.	Benefits	Support will be provided if we have issues within VMWare, and the ability to upgrade to updated releases.						
5.	Schedule (beginning date)	Upon Execution						
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Information Technology						
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Information Technology						
8.	COST	\$8,516.90						
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"/> 	Technology Fund - Machine/Equip Maintenance - 004.904006464 - \$8,516.90						
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	_____



DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: September 25, 2023

To: Mayor Chokwe Antar Lumumba

From: Dr. Muriel Reid, Director of Information Technology

Subject: Purchase Justification for VMWare Support

This quote is for the renewal of our VMWare support (Account Number 114858282 - Contract Number 324179288) which expired on September 7, 2023. This support helps us if we have problems with our VMWare environment and allows security upgrades to the infrastructure. We use VMWare to create and maintain the virtual servers. All production and legacy servers are hosted in the VMWare environment. Two quotes were received for a one year renewal.


I recommend the purchase from Metrix Solutions which was the lowest at a cost of \$8,516.90.

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

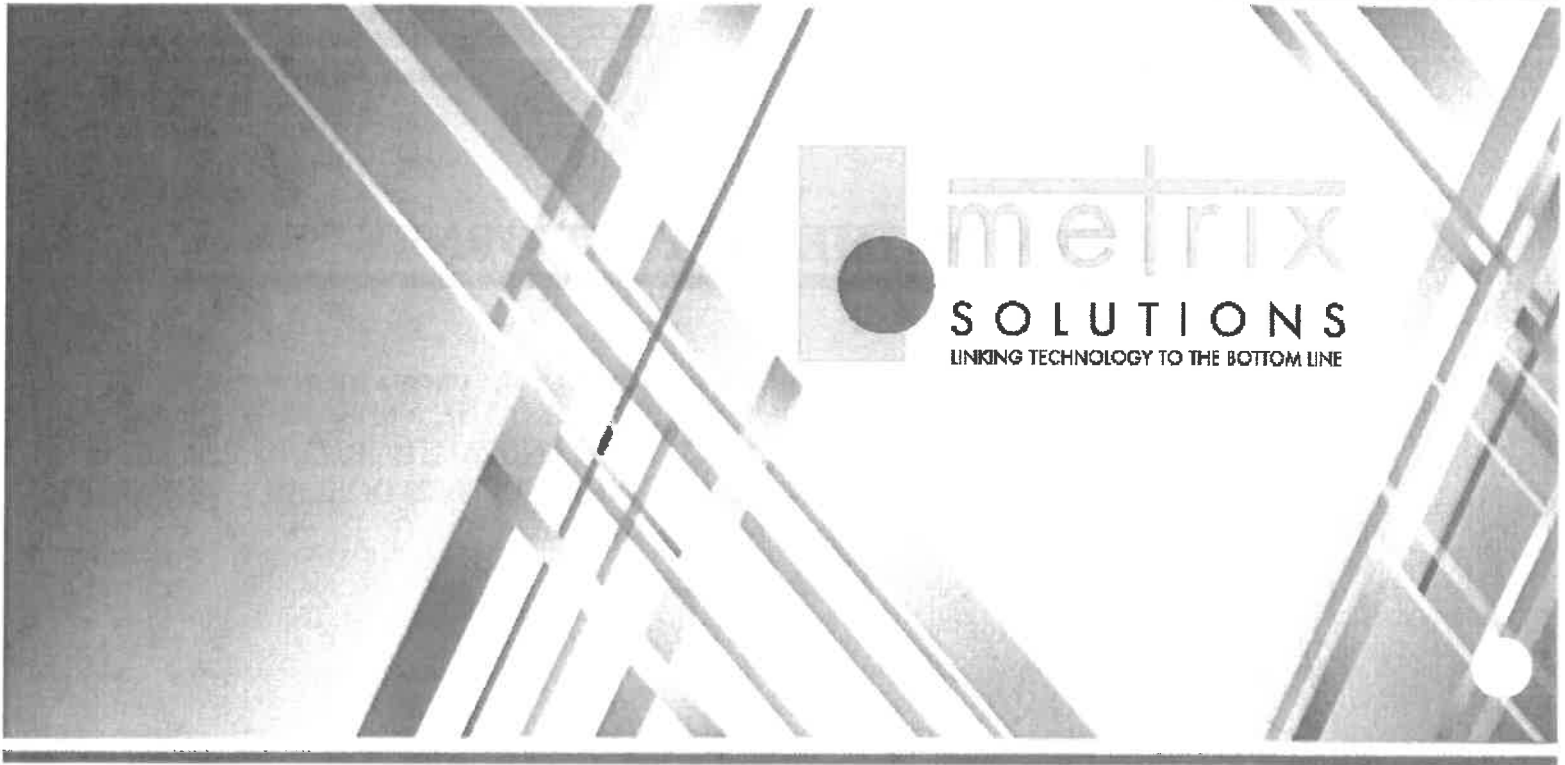
OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO PROCURE THE VMWARE SUPPORT
This ORDER AUTHORIZING THE MAYOR TO PROCURE THE VMWARE SUPPORT AND
MAINTENANCE FROM METRIX SOLUTIONS, LLC, AND AUTHORIZING PAYMENT IN
THE AMOUNT OF EIGHT THOUSAND FIVE HUNDRED SIXTEEN DOLLARS AND NINETY
CENTS is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Sondra Moncure, Deputy City

Date



We have prepared a quote for you

CoJ - VMware Renewal - Expired 9-7-2023 - 2023-9-11

Quote # 058191
Version 1

Prepared for:

City of Jackson

Dr. Muriel Reid
mreid@city.jackson.ms.us

190 E. Capitol Street Suite 175
Jackson, MS 39211
www.metrixsolutions.com
6013522120



Products

Item	Description	Price	Qty	Ext. Price
Coverage from 9-8-2023 until 9-7-2024				
VR8-OSTC-P-SSS-C	Production Support Coverage VMware vRealize Operations 8 Standard (Per CPU) Contract: 324179288	\$474.50	4	\$1,898.00
VCS8-STD-P-SSS-C	VMware Support and Subscription Production - 1 Year - Service - 24 x 7 x 30 Minute - Technical Contract: 324179288	\$1,859.46	1	\$1,859.46
VS8-EPL-P-SSS-C	Production Support Coverage VMware vSphere 8 Enterprise Plus for 1 processor Contract: 324179288	\$1,189.86	4	\$4,759.44
Subtotal:				\$8,516.90

CoJ - VMware Renewal - Expired 9-7-2023 - 2023-9-11

Prepared by:

Metrix Solutions

Keeley Wilkinson

601-863-0086

Fax

keeleywilkinson@pileum.com

Prepared for:

City of Jackson

353 S. Congress Street

Jackson, MS .39201

Dr. Muriel Reid

mreid@city.jackson.ms.us

(601) 624-5128

Quote Information:

Quote #: 058191

Version: 1

Delivery Date: 09/11/2023

Expiration Date: 10/07/2023

Quote Summary

Description	Amount
Products	\$8,516.90

Total: **\$8,516.90**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

Quote

DATE

09/27/23

AMOUNT

\$ 2,000.00

\$ 2,000.00

\$ 6,000.00

\$ 10,000.00

\$ 10,000.00



Updated as of April 2021

VMware Technical Support and Subscription and VMware Success 360 Services (“SnS”) Terms and Conditions (For On-Premises Software Products)

VMware, Inc., a Delaware corporation, or VMware International Unlimited Company, a company organized under the laws of Ireland, as applicable (“**VMware**”), will provide Technical Support and Subscription and VMware Success 360 Services (“**Services**”) as specified in these Terms and Conditions (“**SnS Terms**”) to the customer identified in an Order (“**Customer**”), pursuant to these SnS Terms and the Data Processing Addendum (which is incorporated into these SnS Terms by this reference), and as set forth at the VMware Support Services Website, <http://www.vmware.com/support/services.html>. The VMware entity, effective date, Software, and Services level will be as set forth on the applicable enterprise license agreement, SnS order form, Customer’s purchase order, or, if Customer has purchased support on a per-incident basis, the registration form completed by Customer for that purchase (each, an “**Order**”). Any terms used but not defined in these SnS Terms have the meanings set forth in the VMware End User License Agreement (“**EULA**”).

1. **Definitions.** For purposes of these SnS Terms, the following definitions apply:

1.1 “**Content**” means data provided by Customer to VMware to address a Technical Support issue. Content does not include customer account or relationship data that VMware uses in connection with a Technical Support request, or data collected by VMware to verify the support entitlement or to facilitate any communications.

1.2 “**Data Processing Addendum**” means the then-current version of the VMware Data Processing Addendum located at <https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-data-processing-addendum.pdf>.

1.3 “**Deliverables**” means any reports, analyses, scripts templates, code, or other work results to be delivered by VMware to Customer under the SnS Terms.

1.4 “**Error**” means a failure in the Software to materially conform to the specifications described in the applicable product documentation (“**Documentation**”).

1.5 “**Modified Code**” means any modification, addition and/or development of code scripts deviating from the predefined product code tree(s)/modules developed by VMware for production deployment or use. Modified Code excludes customizable Software options for which VMware offers Services.

1.6 “**Services Fees**” means the fees for Services specified in a VMware or reseller invoice.

1.7 “**Services Period**” means the period for which Customer has purchased the Services and any subsequent renewal periods, and commences: (a) for Software Licenses for which Services are mandatory, on the date the applicable Software License Key(s) are made available for download, and (b) for Software Licenses for which Services are optional, on the date of purchase of the Services.

1.8 “**Severity**” is a measure of the relative impact an Error has on the use of the Software, as assigned by Customer when opening a support request. The following Severity levels apply to all Software:

(a) “**Severity One**” means Customer’s production system or other mission critical system(s) are down and no workaround such as application level redundancy is immediately available, or (i) all or a substantial portion of Customer’s mission critical data is at a significant risk of loss or corruption; (ii) Customer has had a substantial loss of service or capacity (>10%); or (iii) Customer’s business operations have been severely disrupted.

(b) “**Severity Two**” means that major functionality of the Customers system is severely impaired such that (i) operations can continue in a restricted fashion, but normal day to day management or configuration of the system has been adversely affected; or (ii) a major deployment milestone is at risk; ongoing and incremental installations or upgrades are affected; (iii) Customer has a minor loss of capacity (<10%); (iv) Customer has loss some or all of their redundancy functionality; or (v) there is a substantial risk of an imminent service outage.

(c) “**Severity Three**” means a partial, non-critical loss of functionality of the Software such that: (i) the operation of some component(s) is impaired but allows the Customer to continue using the Software; or (ii) initial installation milestones are at minimal risk; or (iii) failures of the Software that do not affect the normal daily operations of the Customer’s system.

(d) “**Severity Four**” means general usage questions and cosmetic issues, including errors in the Documentation, or general issues with performance management or logging functionality.

1.9 “**Software**” means software on the VMware price list, and all components shipped with the Software, including Open Source Software components.



1.10 "Subscription Services" means any Maintenance Releases, Minor Releases, and Major Releases to the Software and related Documentation that VMware provides to Customer.

(a) **"Maintenance Release"** or **"Update"** means a generally available release of the Software that typically provides maintenance corrections only or high severity bug fixes, designated by means of a change in the digit to the right of the second decimal point (e.g. Software 5.0 >> Software 5.0.1), or for certain Software by a change in the digit of the Update number (e.g., Software 5.0 Update 1).

(b) **"Minor Release"** means a generally available release of the Software that: (i) introduces a limited number of new features, functionality, and minor enhancements; (ii) fixes for high severity and high priority bugs identified in the current release; and (iii) is designated by a change in the digit to the right of the decimal point (e.g., Software 5.0>>Software 5.1).

(c) **"Major Release"** also known as an **"Upgrade"** means a generally available release of the Software that: (i) contains functional enhancements and extensions; (ii) fixes for high severity and high priority bugs; and (iii) is designated by VMware by a change in the digit to the left of the first decimal point (e.g., Software 5.0 >> Software 6.0).

1.11 "Technical Support" means telephone or web-based technical assistance by VMware to Customer's technical contact(s) regarding installation of the Software, Errors, and technical product problems, at the corresponding Services level purchased by Customer.

1.12 "Third Party Products" means any software or hardware that is manufactured by a party other than VMware and is either (i) not delivered with the Software, or (ii) not incorporated into the Software.

2. Service Terms.

2.1 Provision of Services. VMware will provide Services to Customer during the Services Period at the Services level purchased. Customer's use of a Subscription Services release will be subject to the terms of the VMware Product Guide posted at <https://www.vmware.com/download/eula> on the date Customer first installs that release.

2.2 End of Availability. VMware may, at its discretion, decide to retire any Software and/or Services offering from time to time ("**End of Availability**"). VMware will notify affected customers, and will post information regarding End of Availability and the timeline for discontinuing the affected Services at <https://www.vmware.com/support/policies/lifecycle.html>. VMware has no obligation to provide Services for any Software after the End of Availability date published in the life cycle policy for that Software.

2.3 Purchase Requirements.

(a) Except as otherwise provided, Customer must purchase Services for the initial Services Period for the most current, generally available version of the Software.

(b) Customer must purchase and/or renew Services at the same Services level for all licenses for a particular Software product installed in a given environment, such as Test, Development, QA, or Production (e.g., a customer cannot purchase Production level support for only one license of vSphere in its lab and purchase Basic level support for the other vSphere licenses in that environment).

(c) Except as otherwise provided in the applicable price list, the minimum term for any Services offering is one (1) year.

(d) Upon renewal of Services, these SnS Terms will automatically update to the then-current Services terms and conditions set forth at https://www.vmware.com/files/pdf/support/support_terms_conditions.pdf.

2.4 Exclusions.

(a) Services do not cover problems caused by the following:

(i) unusual external physical factors such as inclement weather conditions that cause electrical or electromagnetic stress, or a failure of electric power, air conditioning or humidity control; neglect; misuse; operation of the Software with other media not in accordance with manufacturer's specifications; or causes other than ordinary use;

(ii) use of the Software that deviates from any operating procedures as specified in the Documentation;

(iii) Third-Party Products; other than the interface of the Software with the Third-Party Products;

(iv) Modified Code;

(v) issues relating to VMware cloud service offerings;

(vi) any customized deliverables created by VMware, VMware partners, or third party service providers;

(vii) use of the Software with unsupported tools (e.g., Java Development Kit (JDK); Java Runtime Environment (JRE)), APIs, interfaces or data formats other than those included with the Software and supported as set forth in the Documentation. Customer may request assistance from VMware for such problems, for an additional fee.



- (b) If VMware suspects that a reported problem may be related to Modified Code, VMware, may, in its sole discretion,
 - (i) request that the Modified Code be removed, and/or
 - (ii) inform Customer that additional assistance may be obtained by Customer from various product discussion forums or by engaging VMware's consulting services group for an additional fee.

2.5 Customer Responsibilities. VMware's obligation to provide the Services is subject to the following:

- (a) Customer agrees to receive communications from VMware via email, telephone, and other formats, regarding Services (such as communications concerning support coverage, Errors or other technical issues, availability of new releases of the Software, and training options).
- (b) Customer's technical contact must cooperate with VMware to enable VMware to deliver the Services.
- (c) As between VMware and Customer, Customer is solely responsible for use of the Software by its personnel, and must properly train its personnel in the use of the Software.
- (d) Customer must promptly report to VMware all problems with the Software, and must implement all corrective procedures provided by VMware reasonably promptly after receipt of the corrective procedures.
- (e) Before contacting VMware for Technical Support, Customer must protect and back up the data and information stored on the systems on which the Software is used, and must confirm that the data and information is protected and backed up in accordance with any applicable Customer or regulatory requirements. VMware is not responsible for lost data or information in the event of Errors or other malfunction of the Software or the systems on which the Software is used.
- (f) Customer must have dedicated resources available to work 24x7 on Severity One Errors.

3. Services Fees, Service Offerings, and Authorized Technical Contacts, Deliverables.

3.1 Services Fees.

- (a) Services Fees are payable on the effective date specified in the applicable Order or, in the case of a renewal Services Period, no later than the date of commencement of the renewal term. Services Fees are specified in the applicable price list and are non-refundable.
- (b) If Customer renews or adds a Services offering that has a minimum term of one (1) year, Customer may elect to make Services for all of its Software Licenses coterminous with the renewed or added Services. In that case, VMware will prorate the applicable Services Fees to extend the current Services Period to make it coterminous with the renewed or added Services.
- (c) For Software that is licensed on a perpetual basis, if Customer purchases Services after acquiring the Licenses, or had elected not to renew Services and later wishes to re-enroll in the Services, Customer must move to the then-current Major Release of the Software and must pay: (i) the applicable Services Fees for the current Services Period; (ii) the amount of Services Fees that would have been paid for the period of time that Customer was not enrolled in the Services, and (iii) a twenty percent (20%) reinstatement fee on the sum of the Services Fees in (i) and (ii).
- (d) If Customer purchases a License to upgrade up from one edition of the Software to another (e.g., VMware vSphere Standard to VMware vSphere Enterprise Plus), any unused portion of the Services Period on the original License will be converted and used to extend the Services Period for the new License. This paragraph (d) does not apply to customers who have purchased Services through an enterprise license agreement.

3.2 Advanced and Complimentary Services Offerings.

- (a) Certain advanced Services (e.g., Business Critical Support, Mission Critical Support, Premier Support, Premier Support for Healthcare, Telco, Financial, and Fed, and Mission Critical Support for Workspace ONE) require that Customer also purchase a base level of support. See the Services description at <https://www.vmware.com/support/services.html>.
- (b) VMware may, at its discretion, offer complimentary Services, including VMware Complimentary Update Services for certain Software, as more fully described on the VMware Technical Support Services website, at <https://www.vmware.com/support/services/complimentary.html>. "VMware Complimentary Update Services" means the provision of Maintenance Releases and Minor Releases to Customer, at no cost. This VMware Complimentary Update Service does not include providing any Major Releases.

3.3 Authorized Technical Contacts. The number of authorized technical contacts to which Customer is entitled is limited depending on the level of Services Customer purchased. For more information on the detailed number of authorized contacts, see the comparison chart for On-Premises Support at <https://www.vmware.com/support/services.html>. The contact information of authorized technical contacts must be provided on an individual basis (i.e., each technical contact) and must not be a group alias.

3.4 License to Deliverables. If Deliverables are included in the Services, VMware grants Customer a non-exclusive, non-transferrable, irrevocable (except in case of breach of the SnS Terms) perpetual license, without the right to sublicense, to use and copy, for Customer's internal business operations only (the "Deliverables License").



4. Payment, Warranty, Limitation of Liability, and Termination

4.1 Payment Terms. VMware will invoice Customer or Customer's reseller for Services Fees promptly following Customer's purchase. Payment is due within thirty (30) days of the date of the invoice. Services Fees are exclusive of any taxes, duties, or similar charges imposed by any government. Customer must pay or reimburse VMware for all federal, state, dominion, provincial, or local sales, use, personal property, excise, value added, withholding or other taxes, fees, or duties relating to the transactions contemplated by these SnS Terms (other than taxes on the net income of VMware). Amounts not paid on time are subject to a late charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by applicable law. If payment of any Services Fee is delinquent, VMware may also suspend performance of all Services until such delinquency is corrected.

4.2 Limited Warranty. VMware warrants that the Services will be performed in a workmanlike manner and will conform to industry standards. Upon Customer providing VMware with a reasonably detailed written notice of the alleged nonconformance, VMware will use reasonable efforts to re-perform the Services. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMANCE OF SERVICES.

4.3 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VMWARE WILL NOT BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, ARISING FROM ITS PERFORMANCE OR NON-PERFORMANCE UNDER THESE SNS TERMS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO CUSTOMER. VMWARE'S LIABILITY UNDER THESE SNS TERMS WILL NOT, IN ANY EVENT, EXCEED THE SERVICES FEES PAID BY CUSTOMER TO VMWARE FOR SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT MOST DIRECTLY GIVING RISE TO THE CLAIM.

4.4 Termination of Services. VMware may terminate all Services at any time if (a) Customer is in breach of its License restrictions or (b) Customer is in material breach of these SnS Terms.

5. Customer Support Data.

5.1 Submission of Content. In connection with a Technical Support request, Customer may upload Content to VMware's systems. That Content will vary depending on the product and the context of the Technical Support issue. Content may consist of: (a) detailed system information about the failure such as the name and state of the affected operating system, logs, Virtual Machine descriptions (not including the contents of virtual disks or snapshot files), system identifiers, IP addresses, and user identifiers; and (b) core dumps, which may contain a full record of the memory image at the time of the crash including CPU and memory information related to the failure, passwords, cryptographic keys, and/or application data, depending upon the technical state at the time of the failure. Customer is solely responsible for taking steps necessary to protect any sensitive or confidential information, or Personal Data, included in Content. Those steps may include Customer obfuscating or removing such information or, depending on the product, otherwise working with VMware at the time of submission to limit the disclosure of such information.

5.2 Restricted Content. Customer must not submit any Content to VMware that: (a) Customer does not have the right to provide to VMware; (b) constitutes information that is regulated by the Health Insurance Portability and Accountability Act, as amended and supplemented, and the regulations thereunder (collectively, "HIPAA"), or any similar federal, state, or local laws, rules, or regulations, unless Customer has signed a Business Associate Agreement (as defined by HIPAA) with VMware; (c) contains financial information of any individual; or (d) is regulated by law or regulation without complying with the applicable laws or regulations. If Customer submits any Content in contravention of this Section 5.2, then Customer is solely responsible for the consequences of that submission.

5.3 Personal Data. To the extent Customer provides Personal Data (as defined in the Data Processing Addendum) to VMware as part of the Content, VMware will process the Personal Data in accordance with the Data Processing Addendum.

5.4 Use of Content. VMware may review and analyze Content to address a Technical Support request. VMware may use the results of that review and analysis, in combination with (i) data VMware collects from Customer regarding Customer's use of the Software (such as configuration, performance, and usage data) and (ii) information VMware maintains about the Customer's account, to provide support to VMware customers, and to improve VMware products, services, and user experiences.

5.5 Disclosure of Content. If VMware is required by a subpoena, court order, agency action, or any other legal or regulatory requirement, to disclose any Content, VMware will provide Customer with notice and a copy of the demand, as soon as practicable, unless VMware is prohibited from doing so pursuant to applicable law or regulation. If Customer requests, VMware will, at Customer's expense, take reasonable steps to contest and to limit the scope of any required disclosure.

6. Miscellaneous.

6.1 Transfer; Assignment. Customer may not assign or delegate these SnS Terms to any third party without VMware's prior written consent.



6.2 Governing Law. These SnS Terms are governed by the laws of the State of California without regard to conflict of laws principles. Customer and VMware consent to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California for the adjudication of any disputes under these SnS Terms.

6.3 Entire Agreement. These SnS Terms, the Data Processing Addendum, the applicable Order, the EULA to the extent it applies, and the information on the VMware Support Services Website, together constitute the entire agreement of the parties with respect to provision of the Services by VMware to Customer, and supersedes all prior written or oral communications, understandings, and agreements.

6.4 Customer Forms. Except as expressly set forth in these SnS Terms, no terms of any purchase order or other business form that Customer may use will affect the obligations of the parties under these SnS Terms, and any purchase order or other business form which contains additional or conflicting terms is hereby rejected by VMware. Customer agrees that purchase orders do not have to be signed by Customer to be valid and enforceable.

6.5 Amendment and Waiver. Any amendment or waiver of the provisions of these SnS Terms must be in writing signed by both parties to be effective.

6.6 Severability. If any provision of these SnS Terms is found to be invalid or unenforceable, the remaining terms will continue to be valid and enforceable to the fullest extent permitted by law.

6.7 Language. The English language versions of these SnS Terms, the Technical Support guide found at https://www.vmware.com/files/pdf/support/tech_support_guide.pdf, and the policies at <https://www.vmware.com/support/policies/index> are the governing versions of such documents and policies; any translation into languages other than English is for convenience only.

6.8 Survival. Any provision of these SnS Terms that, by its nature and context is intended to survive, including provisions relation to payment of outstanding fees, confidentiality, warranties, and limitation of liability, will survive termination of these SnS Terms. The Data Processing Addendum will continue to be effective to the extent VMware continues to process Personal Data after termination of these SnS Terms.

6.9 Use of Third Parties. VMware may deliver the Services with the assistance of our affiliates or suppliers.

14

ORDER RATIFYING THE ACCEPTANCE OF IT PROFESSIONAL SERVICE AND ERP IMPLEMENTATIONS FROM RESULT BIZ, LLC AND AUTHORIZING PAYMENT FOR SAID SERVICES IN THE AMOUNT OF SEVENTEEN THOUSAND SIX HUNDRED EIGHTY DOLLARS AND NO CENTS.

12/17/23
City of Jackson
City Assembly

WHEREAS, on August 18, 2020, the governing authorities for the city of Jackson authorized the mayor to execute a professional service agreement with Result Biz, LLC for the implementation, post-implementation, and training for the Enterprise Resource Planning (“ERP”) and Kronos System; and

WHEREAS, the city’s professional service agreement with Result Biz, LLC expired on August 1, 2023; however, from August 5, 2023, to September 30, 2023, Result Biz, LLC provided 272 hours of services to the benefit of the city of Jackson; and

WHEREAS, the Department of Information Technology requests the governing authorities for the city of Jackson to accept and ratify the services provided by Results Biz, LLC and authorize Seventeen Thousand Six Hundred Eighty Dollars and No Cents (\$17,680.00); and

WHEREAS, the Department of Information Technology recommends payment of Resultz Biz, LLC’s invoices for these services conducted citywide through the Department of Information Technology for the ERP support and training.

IT IS THEREFORE ORDERED that the acceptance of services performed by Resultz Biz, LLC to the city of Jackson is hereby ratified, and Seventeen Thousand Six Hundred Eighty Dollars and No Cents (\$17,680.00) for the provision of IT professional services and ERP Implementation is authorized.

Agenda Item No. 14
1.3.2024
(Reid, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(REID, LUMUMBA)
DATE 11/7/2023

POINTS		COMMENTS	
1.	Brief Description/Purpose	Order ratifying the professional services agreement with Resultz Biz for post implementation, support, and training for the Enterprise Resource Planning (ERP) system.	
2.	Purpose	Provide quality training for current and future employees.	
3.	Who will be affected	All Departments	
4.	Benefits	This professional service agreement provides training and support for the ERP system.	
5.	Schedule (beginning date)	Upon Council Approval	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Information Technology	
8.	COST	\$17,680.00	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund Other Professional Services – 004.904.00.6419 = \$17,680.00	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u>

Revised 2-04



DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: November 7, 2023
To: Mayor Chokwe Antar Lumumba
From: Dr. Muriel Reid, Director
Subject: Professional Service Agreement with Resulyz Biz, LLC

In 2018, The City entered into a professional service agreement with Resultz Biz, LLC, a local Jackson, Mississippi company, to assist with implementation of the Enterprise Resources Planning (ERP) software.

Resultz Biz has assisted citywide during the post implementation, training, and support. The Department of Information Technology recommends ratifying and authorizing this agreement.

/mjr

004.904.00.6419

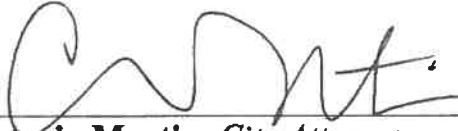
Office of the City Attorney

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

12/11/23
CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE ACCEPTANCE OF IT PROFESSIONAL SERVICE AND ERP IMPLEMENTATIONS FROM RESULT BIZ, LLC AND AUTHORIZING PAYMENT FOR SAID SERVICES IN THE AMOUNT OF SEVENTEEN THOUSAND SIX HUNDRED EIGHTY DOLLARS AND NO CENTS** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney ASM.

12/13/23
Date



Invoice

Comprehensive IT Computer Consulting & Training Services

Date: 10/6/2023

Vendor#: 72737
Invoice# 093023

Please pay: Resultz Biz - Ed Pierre for the following service:

IT Professional Services. ERP Implementation

To: City Of Jackson, MS

Finance Division/Accounts Payable P.O. Box 17, Jackson Mississippi 39205

Date of Service	Job	Payment Terms	Due Date
Sept 16 2023 - Sept 30 2023,	IT ERP, Kronos, City of Jackson, MS	Due on receipt	15 days

Hours	Description	Unit Price	Line Total
80	IT Professional Services: ERP Implementation	65.00	\$5200.00
		Subtotal	\$5200.00
		Sales Tax	-0-
		Total	\$5200.00

Thank you for your business!

Resultz Biz 5945 Hanging Moss Rd, Jackson, MS 39206 Phone 323-717-0768
Fax 769-447-5420 ed@resultzbiz.co



Invoice

Comprehensive IT Computer Consulting & Training Services

Date: 8/21/2023

Vendor#: 72737
Invoice# 081823mod2

Please pay: Resultz Biz - Ed Pierre for the following service:

IT Professional Services. ERP Implementation

To: City Of Jackson, MS

Finance Division/Accounts Payable P.O. Box 17, Jackson Mississippi 39205

Date of Service	Job	Payment Terms	Due Date
17 Aug 05 2023 - Aug 18, 2023	IT ERP, Kronos, City of Jackson, MS	Due on receipt	15 days
Hours	Description	Unit Price	Line Total
40	IT Professional Services: ERP Implementation	65.00	\$2600.00
			Subtotal \$2600.00
			Sales Tax -0-
			Total \$2600.00

Thank you for your business!

Resultz Biz 5945 Hanging Moss Rd, Jackson, MS 39206 Phone 323-717-0768
Fax 769-447-5420 ed@resultzbiz.co



Invoice

Comprehensive IT Computer Consulting & Training Services

Date: 9/1/2023

Vendor#: 72737
Invoice# 090123

Please pay: Resultz Biz - Ed Pierre for the following service:

IT Professional Services. ERP Implementation

To: City Of Jackson, MS

Finance Division/Accounts Payable P.O. Box 17, Jackson Mississippi 39205

Date of Service	Job	Payment Terms	Due Date
Aug 19 2023 - Sept 01, 2023	IT ERP, Kronos, City of Jackson, MS	Due on receipt	15 days

Hours	Description	Unit Price	Line Total
80	IT Professional Services: ERP Implementation	65.00	\$5200.00
		Subtotal	\$5200.00
		Sales Tax	-0-
		Total	\$5200.00

Thank you for your business!

Resultz Biz 5945 Hanging Moss Rd, Jackson, MS 39206 Phone 323-717-0768
Fax 769-447-5420 ed@resultzbiz.co



Invoice

Comprehensive IT Computer Consulting & Training Services

Date: 9/15/2023

Vendor#: 72737
Invoice# 091523

Please pay: Resultz Biz - Ed Pierre for the following service:

IT Professional Services. ERP Implementation

To: City Of Jackson, MS

Finance Division/Accounts Payable P.O. Box 17, Jackson Mississippi 39205

Date of Service	Job	Payment Terms	Due Date
17 Setp 02 2023 - Sept 15, 2023	IT ERP, Kronos, City of Jackson, MS	Due on receipt	15 days
Hours	Description	Unit Price	Line Total
72	IT Professional Services: ERP Implementation	65.00	\$4680.00
			Subtotal \$4680.00
			Sales Tax -0-
			Total \$4680.00

Thank you for your business!

Resultz Biz 5945 Hanging Moss Rd, Jackson, MS 39206 Phone 323-717-0768
Fax 769-447-5420 ed@resultzbiz.co

15

OFFICE OF THE CLERK
 Scott Lumumba

ORDER RATIFYING AND AUTHORIZING THE PAYMENT OF SIX HUNDRED AND FORTY-THREE DOLLARS AND TWENTY CENTS (\$643.20) TO THE JACKSON CONVENTION CENTER FOR FOOD AND BEVERAGE PROVIDED TO THE VENDORS SUPPORTING THE CITY OF JACKSON'S 2023 ANNUAL SENIOR HEALTH AND WELLNESS FAIR.

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

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

WHEREAS, on Thursday, October 19, 2023, from 7 a.m. to 5 p.m., the City of Jackson, along with other business and community stakeholders, hosted the Annual Senior Health and Wellness Fair at the Jackson Convention Complex; and

WHEREAS, the Department of Human and Cultural Services, the Senior Services Division, paired with over twenty-five (25) vendors from the surrounding area to host the 2023 Annual Senior Health and Wellness Fair in the city to advance the moral and other interest of the city of Jackson and to promote Jackson and to bring into favorable notice the opportunities, possibilities, and resources of the city; and

WHEREAS, the Department of Human and Cultural Services recommends that the governing authority for the city of Jackson find that the payment of Six Hundred and Forty-Three Dollars and Twenty Cents (\$643.20) to the Jackson Convention Center for food and beverage provided to the vendors during the 2023 Annual Senior Health and Wellness Fair advertised and brought favorable notice to the opportunities and resources of the city of Jackson, and; therefore, the mayor is authorized under Section 17-3-1 to expend such funds; and

WHEREAS, the Jackson Convention Center's invoice is as follows,

Meals	Price per item	Total
4 Gallons of Coffee	\$55.00	\$ 220.00
4 Water Stations	\$39.00	\$156.00
5 Dozen Assorted Mini Danishes	\$32.00	\$160.00
Food Subtotal		\$536.00
20% Administrative Fee		\$107.20
Total Charges Due:		\$643.20


Agenda Item No. 15
 1.3.2024
 (Scott, Lumumba)

IT IS HEREBY ORDERED that the governing authority for the city of Jackson find that the payment of Six Hundred and Forty-Three Dollars and Twenty Cents (\$643.20) to the Jackson Convention Center for food and beverage provided to the vendors during the 2023 Annual Senior Health and Wellness Fair in the city was to advance the moral and other interest of the city of Jackson and to promote Jackson and to bring into favorable notice the opportunities, possibilities, and resources of the city.

IT IS FURTHER ORDERED that the payment is authorized and shall be taken from the General Fund.

MEMORANDUM

TO: The Honorable Chokwe A. Lumumba
Mayor

FROM: Pamela Scott, Ph.D., LCSW, Director 
Department of Human and Cultural Services

DATE: November 21, 2023

SUBJECT: Payment to Jackson Convention Complex for refreshments served during the Annual Senior Health and Wellness Fair

The Department of Human and Cultural Services Senior Services Division held the Annual Senior Health and Wellness Fair at the Jackson Convention Complex on October 19, 2023. This Order authorizes payment in the amount of \$643.20 to the Jackson Convention Complex for refreshments served to the vendor.

Should you desire additional information, please do not hesitate to notify me.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/21/23
DATE

P O I N T S		C O M M E N T S					
1.	Brief Description/Purpose	Order a authorizes payment to Jackson Convention Complex for refreshments served to vendors during the Annual Senior Health and Wellness Fair.					
2.	Mayoral Priority Addressed <ul style="list-style-type: none"> o Public Safety o Economic Development o Housing o Infrastructure o Education 	None					
3.	Public Policy Initiative <ul style="list-style-type: none"> o Youth & Education o Crime Prevention o Changes in City Government o Neighborhood Enhancement o Economic Development o Infrastructure and Transportation o Quality of Life 	Quality of Life					
4.	Who/What will be affected & Benefits	Promotes and encourages healthy living and educates senior citizens on the importance of maintaining good health.					
5.	<ul style="list-style-type: none"> o Contract o Project (Beginning date) (Completion date)	October 19, 2023					
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Jackson Convention Complex (All Wards)					
7.	Action implemented by: <ul style="list-style-type: none"> o Mayor's Office o City Department o Consultant 	Department of Human and Cultural Services Senior Services Division					
8.	COST	\$643.20					
9.	Source of Funding <ul style="list-style-type: none"> o General Fund o Enterprise o Grant o Bond Other	General Fund – 920.30 6299					
10.	EBO participation	ABE	%	WAIVER	yes	no	N/A
		AABE	%	WAIVER	yes	no	N/A
		WBE	%	WAIVER	yes	no	N/A
		HBE	%	WAIVER	yes	no	N/A
		NABE	%	WAIVER	yes	no	N/A

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
A.M. 12/16/23

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AND AUTHORIZING THE PAYMENT OF SIX HUNDRED AND FORTY-THREE DOLLARS AND TWENTY CENTS (\$643.20) TO THE JACKSON CONVENTION CENTER FOR FOOD AND BEVERAGE PROVIDED TO THE VENDORS SUPPORTING THE CITY OF JACKSON 2023 ANNUAL SENIOR HEALTH AND WELLNESS FAIR** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney A.M.

12/13/23
Date

16

OFFICE OF THE ATTORNEY
11/17/23
KUM

ORDER AUTHORIZING PAYMENT TO FISHER FIRE EXTINGUISHER SERVICE, INC. TO INSPECT FIRE EXTINGUISHERS FOR SIX SENIOR CENTERS UNDER THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES SENIOR SERVICES DIVISION IN THE AMOUNT OF FIVE HUNDRED AND TEN DOLLARS AND NO CENTS (All Wards).

WHEREAS, the following buildings are under the auspices of the City of Jackson, Mississippi Department of Human and Cultural Services Senior Services Division: Sykes Senior Center, Johnnie Champion Senior Center, Tougaloo Senior Center, Westside Senior Center, Smith Robertson Senior Center and T.L. Love Senior Center; and

WHEREAS, the Department of Human and Cultural Services Senior Services Division receives state funds through the Mississippi Department of Human Services Division of Aging and Adult Services; and

WHEREAS, the Mississippi Department of Human Services Division of Aging and Adult Services requires all providers to conduct annual fire extinguisher and maintenance checks for its facilities; and

WHEREAS, the Fisher Fire Extinguisher Service, Inc. provided an estimate for the 2023 annual inspection for the facilities mentioned above, as follows:

ITEM	DESCRIPTION	QTY	COST	TOTAL
Annual Inspection	Champion Center Annual Inspection, Hand Portable Fire Extinguisher Per NFPA 10	1	\$85.00	\$85.00
Annual Inspection	Smith Roberston Center Annual Inspection, Hand Portable Fire Extinguisher Per NFPA 10	1	\$85.00	\$85.00
Annual Inspection	Skyes Center Annual Inspection, Hand Portable Fire Extinguisher Per NFPA 10	1	\$85.00	\$85.00
Annual Inspection	TL Love Center Annual Inspection, Hand Portable Fire Extinguisher Per NFPA 10	1	\$85.00	\$85.00
Annual Inspection	Tougaloo Center Annual Inspection, Hand Portable Fire Extinguisher Per NFPA 10	1	\$85.00	\$85.00
Annual Inspection	Westside Center Annual Inspection, Hand Portable Fire Extinguisher Per	1	\$85.00	\$85.00

Agenda Item No. 16
1.3.2024
(Scott, Lumumba)

	NFPA 10			
	Note: New 5# ABC Extinguisher \$82.00, new 10# ABC extinguisher \$99.00. Any recharges or other service will be billed on separate order.			
			Subtotal	\$ 510.00

WHEREAS, authorizing payment to Fisher Fire Extinguisher Service, Inc is in the best interest of the City of Jackson and its citizenry to ensure the safety and well-being would be served.

IT IS HEREBY ORDERED to authorize payment to Fisher Fire Extinguisher Service, Inc. to inspect fire extinguishers at six Senior Centers under the auspices of the Department of Human and Cultural Services Senior Services Division in an amount not to exceed Five Hundred and Ten Dollars and No Cents (\$510.00).

MEMO

TO: The Honorable Chokwe A. Lumumba, Mayor
City of Jackson

FROM: Pamela Scott, Ph.D., LCSW, Director 
Department of Human and Cultural Services

DATE: November 13, 2023

SUBJECT: **Order Authorizing Payment to Fisher Fire Extinguisher Service,
Inc. to Inspect Fire Extinguishers at Six Senior Centers under the
Department of Human and Cultural Services Senior Services Division**

Order authorizing payment to Fisher Fire Extinguisher Service, Inc., to inspect fire extinguishers for six senior centers under the auspices of the Department of Human and Cultural Services Senior Services Division in the amount of five hundred and ten dollars and no cents (\$510.00). Inspections are conducted annually to ensure the safety and well-being of the City of Jackson and its citizenry.

Should you desire additional information, please feel free to contact me.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 11/13/23

POINTS		COMMENTS						
1.	Brief Description/Purpose	Order authorizing payment to Fisher Fire Extinguisher Service, Inc. to inspect fire extinguishers for six Senior Centers under the auspices of the Department of Human and Cultural Services Senior Services Division in the amount of five hundred and ten and no cents (\$510.00). (All Wards).						
2.	Public Policy Initiative <ul style="list-style-type: none"> <input type="checkbox"/> Youth & Education <input type="checkbox"/> Crime Prevention <input type="checkbox"/> Changes in City Government <input type="checkbox"/> Neighborhood Enhancement <input type="checkbox"/> Economic Development <input type="checkbox"/> Infrastructure and Transportation <input type="checkbox"/> Quality of Life 	Quality of Life						
3.	Who will be affected	Citizens in the City of Jackson will be affected.						
4.	Benefits	The quality of life for residents of the City of Jackson will be improved.						
5.	Schedule (Beginning date) (Completion date)	Work to begin upon approval by City Council						
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide						
7.	Action implemented by: <ul style="list-style-type: none"> <input type="checkbox"/> Mayor's Office <input type="checkbox"/> City Department <input type="checkbox"/> Consultant 	Department of Human and Cultural Services Senior Services Division						
8.	COST	\$510.00						
9.	Source of Funding <ul style="list-style-type: none"> <input type="checkbox"/> General Fund <input type="checkbox"/> Enterprise <input type="checkbox"/> Grant <input type="checkbox"/> Bond Other	434.206419						
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
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Telephone: (601) 960-1799
Facsimile: (601) 960-1756


OFFICE OF THE CITY ATTORNEY
11/17/23 A.M.

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT TO FISHER FIRE EXTINGUISHER SERVICE, INC. TO INSPECT FIRE EXTINGUISHERS FOR SIX SENIOR CENTERS UNDER THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES SENIOR SERVICES DIVISION IN THE AMOUNT OF FIVE HUNDRED AND TEN DOLLARS (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* 

12/13/23
Date

17

OFFICE OF THE CITY ATTORNEY
12/16/23 *Sam*

ORDER RATIFYING AND ACCEPTING A GRANT FROM THE CENTER FOR WORKFORCE INCLUSION, INC. IN THE AMOUNT OF \$434,438.00 TO SUPPORT THE SENIOR AIDES PROGRAM FOR TWELVE MONTHS AND AUTHORIZING THE MAYOR TO EXECUTE THE WORKFORCE INCLUSION SCSEP SPONSOR AGREEMENT AND RELATED DOCUMENTS AND THE CONTRIBUTION OF MATCHING NON-FEDERAL FUNDS IN THE AMOUNT OF \$62,484.00.

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

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

WHEREAS, on August 11, 2023, the Center for Workforce Inclusion, Inc. (the “Center”) awarded the city of Jackson the “PY2023 Workforce Inclusion Grant Agreement for the Senior Community Service Employment Program (SCSEP)” grant for the term of July 1, 2023, through June 30, 2024; and

WHEREAS, the grant will provide temporary employment to no less than 62 low-income older Mississippians living in Hinds, Rankin, Scott and Warren counties. These older adults will participate in the Senior Community Service Employment Program, a cornerstone program of the Older Americans Act and the only federal job training program targeted exclusively to low-income, older jobseekers; and

WHEREAS, the Center has also approved an Alternative Training waiver from the Department of Labor in PY2023 to support additional, robust upskilling for SCSEP job seekers through multiple approaches to provide digital literacy training; and

WHEREAS, as a subgrantee of the Center, the city of Jackson Senior Services Division was awarded \$434,438.00 in federal funds, and the city must provide matching non-federal dollars in the amount of \$62,484.00 for a total funding of \$496,922.00; and

WHEREAS, with regard to the federal funds provided by the Center, the city must spend at least \$379,627.00 for SCSEP Participant Wages and Fringes Benefits. The maximum to be spent on Administrative Costs is \$37,868.00, of \$54,811.00 funds available for Administrative and Program/Other Costs; and

WHEREAS, at the city’s discretion and in the best interests of the SCSEP Program, the balance of the Federal funds may be spent (1) on additional Participant Wages and Fringe Benefits; (2) On Program/Other Costs (not Participant Wages and Fringe Benefits or Administrative Costs);

Agenda Item No. 17
1.3.2024
(Scott, Lumumba)

(3) on a maximum of \$37,868 for Administrative Costs; or (4) on any combination of the three (3) options above; and

WHEREAS, the Center may change funding at any time; and

WHEREAS, the city may give priority enrollment to individuals who are veterans and eligible spouses of veterans, 65 years of age or older; or have a disability; have limited English proficiency or low literacy skills; reside in rural areas; have low employment prospects; have failed to find employment after utilizing services provided under Title I of the Workforce Innovation and Opportunity Act; are formerly incarcerated, are homeless or at risk for homelessness; and

WHEREAS, the city's obligations and grant compliance requirements, recordkeeping requirements, and duties are set forth in the PY2023 Workforce Inclusion SCSEP Grant Agreement, a copy is attached to this Order and made a part of these minutes; and

WHEREAS, the Department of Human and Cultural Services will designate a program director who will oversee this grant on behalf of the city of Jackson; and

WHEREAS, the program director will coordinate with the Center to ensure that the city of Jackson complies with the terms of the grant agreement; and

WHEREAS, the Department of Human and Cultural Services recommends that the governing authorities for the city of Jackson accept the grant award of \$434,438.00 from the Center and authorize the Mayor to execute a Workforce Inclusion SCSEP Sponsor Agreement, Attachment 2, "Assurances," the Sponsor Budget Proposal Form, and the Signature Delegation information with the Center that commenced on July 1, 2023, and shall terminate on June 30, 2024.

IT IS HEREBY ORDERED and hereby ratified that the Mayor is authorized to accept the grant award of \$434,438.00 from the Center and execute a Workforce Inclusion SCSEP Sponsor Agreement, Attachment 2, "Assurances," the Sponsor Budget Proposal Form, and the Signature Delegation information with the Center that commenced on July 1, 2023, and shall terminate on June 30, 2024.

IT IS FURTHER ORDERED that the Department of Human and Cultural Services is authorized to provide \$62,484.00 of non-federal matching funds from the general fund to comply with the Center's PY2023 Workforce Inclusion Grant Agreement for the Senior Community Service Employment Program.


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/08/2023
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	Order authorizes Mayor to execute an agreement with Center for Workforce Inclusion, Inc. (Center) for grant to provide employment opportunities for persons age 55 and older in selected counties.																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life																																													
3.	Who will be affected	Seniors in Hinds, Rankin, Warren, and Scott Counties who are 55 years of age or older with incomes within 125% of the poverty level are affected.																																													
4.	Benefits	Seniors are afforded an opportunity to supplement their incomes and receive training for employment.																																													
5.	Schedule (beginning date)	July 1, 2023 – June 30, 2024																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City of Jackson is the program sponsor; however, participants are residents of Hinds, Rankin, Scott, and Warren Counties. A majority of the program participants are residents of Hinds County.																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human and Cultural Services Senior Services Division																																													
8.	COST	\$ 496,922																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> X ▪ Grant <input type="checkbox"/> X ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund - \$62,484 Grant - \$434,438																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

MEMORANDUM

TO: The Honorable Chokwe Antar Lumumba
Mayor

FROM: Pamala Scott, Ph.D., LCSW, Director 
Department of Human and Cultural Services

DATE: November 8, 2023

SUBJECT: FISCAL YEAR 2023-2024 SENIOR AIDES PROGRAM GRANT AGREEMENT FOR THE
PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024

This Order authorizes you to execute an agreement with Center for Workforce Inclusion, Inc. (Center) for the period of July 1, 2023 – June 30, 2024 for funding related to the employment and provision of training opportunities to individuals fifty-five (55) years of age and older in Hinds, Warren, Scott, and Rankin counties who meet certain economic criteria.

The City has been awarded \$434,438.00 in grant funding for the Senior AIDES Program for a twelve month period beginning July 1, 2023 through June 30, 2024. The city must provide a match of \$62,484.00.

Should you desire additional information, please do not hesitate to notify me.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
12/16/23
A.M.

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING AND ACCEPTING A GRANT FROM THE CENTER FOR WORKFORCE INCLUSION, INC. IN THE AMOUNT OF FOUR HUNDRED AND THIRTY FOUR THOUSAND FOUR HUNDRED AND THIRTY EIGHT DOLLARS AND ZERO CENTS (\$434,438.00) TO SUPPORT THE SENIOR AIDES PROGRAM FOR TWELVE MONTHS AND AUTHORIZING THE MAYOR TO EXECUTE THE WORKFORCE INCLUSION SCSEP SPONSOR AGREEMENT AND RELATED DOCUMENTS AND THE CONTRIBUTION OF MATCHING NON-FEDERAL FUNDS IN THE AMOUNT OF SIXTY TWO THOUSAND FOUR HUNDRED AND EIGHTY FOUR DOLLARS AND ZERO CENTS (\$62,484.00) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* 

12/13/23
Date

18

OFFICE OF THE CITY ATTORNEY
CRM

RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON NOVEMBER 21, 2023, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND AND/OR LOAN.

WHEREAS, the Mayor and City Council of the Jackson of Jackson, Mississippi (the "Governing Body"), acting for and on behalf of the City of Jackson, Mississippi (the "City"), hereby finds, determines, adjudicates and declares as follows:

Heretofore, on November 21, 2023, the Governing Body adopted a resolution entitled "**RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI TO ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FORTY MILLION DOLLARS (\$40,000,000) TO RAISE MONEY FOR THE PURPOSE OF THE (A) REPAIR, MAINTENANCE AND/OR RECONSTRUCTION OF ROADS, STREETS AND BRIDGES BASED UPON AN EQUAL SHARE OF THE BOND PROCEEDS TO BE EVENLY DISTRIBUTED TO EACH OF THE SEVEN (7) WARDS THROUGHOUT THE CITY OR AS AGREED UPON BY THE GOVERNING BODY LESS THE COSTS OF ISSUANCE; (B) STORM WATER AND DRAINAGE IMPROVEMENTS BASED UPON AN EQUAL SHARE OF THE BOND PROCEEDS TO BE EVENLY DISTRIBUTED TO EACH OF THE SEVEN (7) WARDS THROUGHOUT THE CITY OR AS AGREED UPON BY THE GOVERNING BODY LESS THE COSTS OF ISSUANCE AS AUTHORIZED BY SECTIONS 27-67-31 THROUGH 27-67-35, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME; (C) AUTHORIZING THE USE OF THE BOND PROCEEDS FOR EMERGENCY PURPOSES AS AGREED UPON BY THE GOVERNING BODY FOR USES ALLOWED UNDER THE ACT; AND (D) FUNDING CAPITALIZED INTEREST AND A DEBT SERVICE RESERVE FUND, IF APPLICABLE, AND PAYING THE COSTS OF ISSUANCE FOR THE BONDS AND DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.**" (the "Intent Resolution") wherein the Governing Body indicated its intent to (a) issue a revenue bond of the City, in one or more series, to be sold to the Mississippi Development Bank (the "Bank") in a total aggregate principal amount not to exceed Forty Million Dollars (\$40,000,000), and/or (b) enter into a loan with the Bank to borrow money from the Bank in a total principal amount not to exceed Forty Million Dollars (\$40,000,000), as the date and hour for any protest to be made and filed against the issuance of such revenue bonds, revenue bond and/or loan as described in the Intent Resolution.

As required by law and as directed by the Intent Resolution, said Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Mississippi Link* and/or *The Clarion Ledger*, newspapers published in the City, and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days before January 2, 2024, and

Agenda Item No. 18
1.3.2024
(Scott, Lumumba)

the last publication to be not more than seven (7) days prior to such date, as evidenced by the publisher's affidavit heretofore presented and attached hereto as **EXHIBIT A**.

On or prior to 10:00 o'clock a.m. on January 2, 2024, no written protest against the issuance of such loan as described in the Intent Resolution, had been filed or presented by qualified electors of the City with the City Clerk of the City (the "City Clerk") in her office located in City Hall.

The Governing Body did meet at its usual meeting place in City Hall at 10:00 o'clock a.m. on January 2, 2024, and the Governing Body does hereby find, determine and adjudicate that no protest against the issuance of the loan as described in the Intent Resolution had been duly filed with the City Clerk on or before 10:00 o'clock a.m. on January 2, 2024, as required by the Intent Resolution.

The Governing Body is now authorized and empowered by the provisions of Sections 27-67-31 through 27-67-35 et seq., Mississippi Code of 1972, as amended (the "**Infrastructure Modernization Act**") and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "**Bank Act**") and together with the Infrastructure Modernization Act, the "**Act**") and other applicable laws of the State of Mississippi, to issue such loan as described in the Intent Resolution, all in a total aggregate principal amount of not to exceed \$40,000,000 without any election on the question of the issuance thereof at any time within a period of two (2) years after January 2, 2024.

The amount of the loan so proposed to be issued, when added to the outstanding indebtedness of the City, will not exceed any constitutional or statutory limitation of indebtedness.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

SECTION 1. That the Mayor and City Council of the City of Jackson, Mississippi (the "**Governing Body**"), acting for and on behalf of the City of Jackson, Mississippi (the "**City**"), is authorized by the Infrastructure Modernization Act to issue its \$40,000,000 Modernization Revenue Bond, Series 2024 (the "**Series 2024 City Bond**") for sale to the Bank for the issuance of its \$40,000,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2024 (City of Jackson, MS Modernization Revenue Bond Project) (the "**Series 2024 Bonds**") for the purposes set forth in the Infrastructure Modernization Act and Bank Act, including, but not limited to the (a) repair, maintenance and/or reconstruction of roads, streets and bridges based upon an equal share of the Bond proceeds to be evenly distributed to each of the seven (7) wards throughout the City or as agreed upon by the Governing Body less the costs of issuance; (b) storm water and drainage improvements based upon an equal share of the Bond proceeds to be evenly distributed to each of the seven (7) wards throughout the City or as agreed upon by the Governing Body the costs of issuance; (c) authorizing the of the Bond proceeds for emergency purposes as agreed upon by the Governing Body for uses as allowed under the Act and as approved by the Governing Body; and (d) funding capitalized interest and a debt service reserve fund, if applicable and paying the costs of issuance of the borrowing (the "**Project**").

SECTION 2. The Series 2024 Bonds or the Series 2024 City Bond may be issued in one or more series and, if issued, the principal and interest on the loan and the issuance of the Bonds through the Bank shall be payable over a period not to exceed sixteen (16) years solely from those

revenues (the "**Use Tax Revenue**") derived from those certain monies remitted from the State of Mississippi (the "**State**") to the City in January and July of each calendar year pursuant to the Infrastructure Modernization Act. The loan and Bonds of the Bank shall not constitute an indebtedness of the City within the meaning of any statutory or charter restriction, limitation, or provision, and the taxing power of the City will not be pledged to the payment of the Loan or the Bonds, but the same, together with the interest thereon, shall be payable solely from the Use Tax Revenue allowed to be pledged for the payment of debt service pursuant to the Act.

SECTION 3. The Series 2024 Bonds and/or the Series 2024 City Bond and/or Loan shall be issued and offered for sale in accordance with the further orders and directions of this Governing Body.

[Remainder Intentionally Left Blank]

Council Member _____ made the motion and Council Member _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Yeas:

Nays:

Abstained:

Absent:

The President of the Council then declared the resolution passes and adopted this the 2nd day of January, 2024.

APPROVED BY:

/s/ _____
PRESIDENT OF THE CITY COUNCIL

/s/ _____
MAYOR

ATTEST:

/s/ _____
CITY CLERK

(SEAL)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON NOVEMBER 21, 2023, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND AND/OR LOAN, CITY OF JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

12/27/23
Date

EXHIBIT A
PROOF OF PUBLICATION

RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON NOVEMBER 21, 2023, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND AND/OR LOAN.

WHEREAS, the Mayor and City Council of the Jackson of Jackson, Mississippi (the "Governing Body"), acting for and on behalf of the City of Jackson, Mississippi (the "City"), hereby finds, determines, adjudicates and declares as follows:

Heretofore, on November 21, 2023, the Governing Body adopted a resolution entitled "**RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI TO ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FORTY MILLION DOLLARS (\$40,000,000) TO RAISE MONEY FOR THE PURPOSE OF THE (A) REPAIR, MAINTENANCE AND/OR RECONSTRUCTION OF ROADS, STREETS AND BRIDGES BASED UPON AN EQUAL SHARE OF THE BOND PROCEEDS TO BE EVENLY DISTRIBUTED TO EACH OF THE SEVEN (7) WARDS THROUGHOUT THE CITY OR AS AGREED UPON BY THE GOVERNING BODY LESS THE COSTS OF ISSUANCE; (B) STORM WATER AND DRAINAGE IMPROVEMENTS BASED UPON AN EQUAL SHARE OF THE BOND PROCEEDS TO BE EVENLY DISTRIBUTED TO EACH OF THE SEVEN (7) WARDS THROUGHOUT THE CITY OR AS AGREED UPON BY THE GOVERNING BODY LESS THE COSTS OF ISSUANCE AS AUTHORIZED BY SECTIONS 27-67-31 THROUGH 27-67-35, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME; (C) AUTHORIZING THE USE OF THE BOND PROCEEDS FOR EMERGENCY PURPOSES AS AGREED UPON BY THE GOVERNING BODY FOR USES ALLOWED UNDER THE ACT; AND (D) FUNDING CAPITALIZED INTEREST AND A DEBT SERVICE RESERVE FUND, IF APPLICABLE, AND PAYING THE COSTS OF ISSUANCE FOR THE BONDS AND DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.**" (the "Intent Resolution") wherein the Governing Body indicated its intent to (a) issue a revenue bond of the City, in one or more series, to be sold to the Mississippi Development Bank (the "Bank") in a total aggregate principal amount not to exceed Forty Million Dollars (\$40,000,000), and/or (b) enter into a loan with the Bank to borrow money from the Bank in a total principal amount not to exceed Forty Million Dollars (\$40,000,000), as the date and hour for any protest to be made and filed against the issuance of such revenue bonds, revenue bond and/or loan as described in the Intent Resolution.

As required by law and as directed by the Intent Resolution, said Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Mississippi Link* and/or *The Clarion Ledger*, newspapers published in the City, and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days before January 2, 2024, and

the last publication to be not more than seven (7) days prior to such date, as evidenced by the publisher's affidavit heretofore presented and attached hereto as **EXHIBIT A**.

On or prior to 10:00 o'clock a.m. on January 2, 2024, no written protest against the issuance of such loan as described in the Intent Resolution, had been filed or presented by qualified electors of the City with the City Clerk of the City (the "**City Clerk**") in her office located in City Hall.

The Governing Body did meet at its usual meeting place in City Hall at 10:00 o'clock a.m. on January 2, 2024, and the Governing Body does hereby find, determine and adjudicate that no protest against the issuance of the loan as described in the Intent Resolution had been duly filed with the City Clerk on or before 10:00 o'clock a.m. on January 2, 2024, as required by the Intent Resolution.

The Governing Body is now authorized and empowered by the provisions of Sections 27-67-31 through 27-67-35 et seq., Mississippi Code of 1972, as amended (the "**Infrastructure Modernization Act**") and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "**Bank Act**") and together with the Infrastructure Modernization Act, the "**Act**") and other applicable laws of the State of Mississippi, to issue such loan as described in the Intent Resolution, all in a total aggregate principal amount of not to exceed \$40,000,000 without any election on the question of the issuance thereof at any time within a period of two (2) years after January 2, 2024.

The amount of the loan so proposed to be issued, when added to the outstanding indebtedness of the City, will not exceed any constitutional or statutory limitation of indebtedness.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

SECTION 1. That the Mayor and City Council of the City of Jackson, Mississippi (the "**Governing Body**"), acting for and on behalf of the City of Jackson, Mississippi (the "**City**"), is authorized by the Infrastructure Modernization Act to issue its \$40,000,000 Modernization Revenue Bond, Series 2024 (the "**Series 2024 City Bond**") for sale to the Bank for the issuance of its \$40,000,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2024 (City of Jackson, MS Modernization Revenue Bond Project) (the "**Series 2024 Bonds**") for the purposes set forth in the Infrastructure Modernization Act and Bank Act, including, but not limited to the (a) repair, maintenance and/or reconstruction of roads, streets and bridges based upon an equal share of the Bond proceeds to be evenly distributed to each of the seven (7) wards throughout the City or as agreed upon by the Governing Body less the costs of issuance; (b) storm water and drainage improvements based upon an equal share of the Bond proceeds to be evenly distributed to each of the seven (7) wards throughout the City or as agreed upon by the Governing Body the costs of issuance; (c) authorizing the of the Bond proceeds for emergency purposes as agreed upon by the Governing Body for uses as allowed under the Act and as approved by the Governing Body; and (d) funding capitalized interest and a debt service reserve fund, if applicable and paying the costs of issuance of the borrowing (the "**Project**").

SECTION 2. The Series 2024 Bonds or the Series 2024 City Bond may be issued in one or more series and, if issued, the principal and interest on the loan and the issuance of the Bonds through the Bank shall be payable over a period not to exceed sixteen (16) years solely from those

revenues (the "**Use Tax Revenue**") derived from those certain monies remitted from the State of Mississippi (the "**State**") to the City in January and July of each calendar year pursuant to the Infrastructure Modernization Act. The loan and Bonds of the Bank shall not constitute an indebtedness of the City within the meaning of any statutory or charter restriction, limitation, or provision, and the taxing power of the City will not be pledged to the payment of the Loan or the Bonds, but the same, together with the interest thereon, shall be payable solely from the Use Tax Revenue allowed to be pledged for the payment of debt service pursuant to the Act.

SECTION 3. The Series 2024 Bonds and/or the Series 2024 City Bond and/or Loan shall be issued and offered for sale in accordance with the further orders and directions of this Governing Body.

[Remainder Intentionally Left Blank]

Council Member _____ made the motion and Council Member _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Yeas:

Nays:

Abstained:

Absent:

The President of the Council then declared the resolution passes and adopted this the 2nd day of January, 2024.

APPROVED BY:

/s/
PRESIDENT OF THE CITY COUNCIL

/s/
MAYOR

ATTEST:

/s/
CITY CLERK

(SEAL)

EXHIBIT A
PROOF OF PUBLICATION

19

OFFICE OF THE CITY ATTORNEY
DePaul
1/2/24

ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL SERVICES AND PAYMENTS RELATED TO RECEIVING PROFESSIONAL HEATING, AIR CONDITIONING, AND PLUMBING SERVICES BY UPCHURCH SERVICES LLC FOR MAINTENANCE AND REPAIRS FOR THE CITY OF JACKSON DEPARTMENT OF PARKS AND RECREATION FACILITIES (HUTTON, LUMUMBA)

WHEREAS, the Jackson Zoo has five (5) Mini Split air conditioning systems in various animal exhibits that need inspections and repairs/servicing work; and

WHEREAS, the Jackson Zoo requested and received a quote for inspections of all the Mini Split systems from Upchurch Services LLC (Upchurch); and

WHEREAS, Upchurch (vendor no. 70240) is an active vendor with the City of Jackson; and

WHEREAS, Upchurch is a Limited Liability Company, currently in Good Standing with the Mississippi Secretary of State, created pursuant to the Laws of the State of Mississippi on July 31, 2002; and

WHEREAS, the quote submitted by Upchurch included labor and materials to inspect each of the five (5) Mini Split systems and to provide a customer report with findings and recommendations; and

WHEREAS, there are no repair costs included in the quote for inspections of the Mini Split systems at the Jackson Zoo; and

WHEREAS, Upchurch's above-described quote for the Mini Split systems for inspection, findings, and recommendations, with no repair costs included, totals ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250.00); and

WHEREAS, it is in the best interests of the City of Jackson and the Jackson Zoo to have the HVAC services described above performed by Upchurch to provide efficiency and safer habitats for animals, keepers, and patrons; thus

IT IS HEREBY ORDERED that the above-described quote from Upchurch for HVAC services of the Mini Split systems at the Jackson Zoo is accepted and approved and that payment in the amount of ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250.00) be made to Upchurch from account no. 390-498.00-6317; and

IT IS FURTHER ORDERED that all future HVAC and plumbing services performed by Upchurch for the Parks & Recreation Department is approved and that payments for said HVAC and

plumbing services be made to Upchurch from “Other Repairs and Maintenance” Category of the Parks and Recreation Department’s Budget; and

IT IS FURTHER ORDERED that the Mayor is authorized to execute any document (s) needed to effectuate the above HVAC and plumbing services that are to be performed by Upchurch.

BY: HUTTON, LUMUMBA

ITEM NO:	
DATE:	

Parks & Recreation Department
633 North State Street 5th Floor
Jackson, MS 39202
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

To: Mayor Chokwe Antar Lumumba
From: Stephen Hutton, Interim Director
CC: Abram Muhammad, Deputy Director
Department of Parks & Recreation
Date: November 15, 2023
Re: **FUTURE SERVICES RATIFICATION – UPCHURCH SERVICES, LLC.**

Order requesting approval to ratify future professional services and payments related to receiving professional heating, air conditioning, and plumbing services by Upchurch Services, LLC. for maintenance and repairs for the City of Jackson Department Parks and Recreation facilities.

The Department of Parks and Recreation Department recommends that this Order be submitted for the Council's consideration.

Thank you.

SH/sa

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: November 15, 2023

P O I N T S		C O M M E N T S																																													
1.	Brief Description	Order requesting approval to ratify future professional services and payments related to receiving professional heating, air conditioning, and plumbing services by Upchurch Services, LLC. for maintenance and repairs for the City of Jackson Department Parks and Recreation facilities.																																													
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life																																													
3.	Who will be affected	The City of Jackson employees, volunteers, and patrons of the Jackson Zoo.																																													
4.	Benefits	Allows the department to meet the demands and goals of the City of Jackson, while providing entertainment to the City.																																													
5.	Schedule (beginning date)	Upon Council Approval																																													
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Ward 5																																													
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation – Jackson Zoo (David Wetzel / Angela White)																																													
8.	COST	One Thousand Two Hundred Fifty Dollars (\$1,250.00)																																													
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	One Thousand Two Hundred Fifty Dollars (\$1,250.00) to Upchurch Services, LLC. Account no. 390-498.00-6317 “Other Repairs and Maintenance” Category																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	√	N/A	√	AABE	_____ %	WAIVER	yes	___	no	√	N/A	√	WBE	_____ %	WAIVER	yes	___	no	√	N/A	√	HBE	_____ %	WAIVER	yes	___	no	√	N/A	√	NABE	_____ %	WAIVER	yes	___	no	√	N/A	√
ABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							
AABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							
WBE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							
HBE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							
NABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
UPCHURCH SERVICES, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	720634
Status:	Good Standing
Effective Date:	07/31/2002
State of Incorporation:	Mississippi
Principal Office Address:	1792 Dancy Boulevard Horn Lake, MS 38637

Registered Agent

Name
REGISTERED AGENT SOLUTIONS, INC
8927 Lorraine Rd., Ste. 204-A
Gulfport, MS 39503

Officers & Directors

Name	Title
David Upchurch 1792 DANCY BLVD. WEST HORN LAKE, MS 38637	Manager
Krystal Everett 1792 DANCY BLVD. WEST HORN LAKE, MS 38637	Manager

• Cindy U Hawkins
P. O. BOX 8106
GREENWOOD,
MS 389358106

Member

David Upchurch
1792 DANCY BLVD. WEST
HORN LAKE, MS 38637

President

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
12/21/23

OFFICE OF THE CITY ATTORNEY

This **ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL SERVICES AND PAYMENTS RELATED TO RECEIVING PROFESSIONAL HEATING, AIR CONDITIONING, AND PLUMBING SERVICES BY UPCHURCH SERVICES, LLC FOR MAINTENANCE AND REPAIRS FOR THE CITY OF JACKSON DEPARTMENT OF PARKS AND RECREATION FACILITIES** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Justin Powell, Deputy City Attorney JP 12/21/23

12/21/23
Date

20

OFFICE OF THE CITY ATTORNEY
12/21/23

ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL SERVICES FROM AND PAYMENT TO ALPHA MEDIA LLC FOR RADIO COMMERCIALS PROMOTING THE FOLLOWING UPCOMING EVENTS: THE DANCE OF THE PRINCESS AND THE FROG, FLIPPING OUT TUMBLING, AND THE FIREWORKS EXTRAVAGANZA FOR THE PARKS AND RECREATION DEPARTMENT (MUHAMMAD, LUMUMBA)

WHEREAS, the City of Jackson Parks and Recreation – Programming Division annually hosts several family-orientated events for the constituents of the City of Jackson; and

WHEREAS, the Programming Division will be hosting the Dance of the Princess and the Frog at Thalia Maria Hall on February 03, 2024, at 7PM; and

WHEREAS, the Programming Division will be hosting a Flipping Out Tumbling Event at Thalia Maria Hall on April 20, 2024, at 10:30 AM; and

WHEREAS, the Programming Division will be hosting the Fireworks Extravaganza at Smith Wills Stadium on July 03, 2024, at 5PM; and

WHEREAS, the Programming Division requested a quote from Alpha Media LLC (Alpha Media) for radio advertisements promoting each of the above events; and

WHEREAS, Alpha Media is an active vendor (vendor number 63637) with the City of Jackson; and

WHEREAS, Alpha Media is a Limited Liability Company in Good Standing with the State of Mississippi since April 17, 2013; and

WHEREAS, Alpha Media will provide twenty-six (26) radio commercials on WJMI for the Dance of The Princess and The Frog from January 05, 2024, through February 03, 2024, totaling FIVE HUNDRED DOLLARS (\$500.00); and

WHEREAS, Alpha Media will provide twenty-six (26) radio commercials on WJMI for the Flipping Out Tumbling Event from March 20, 2024, through April 20, 2024, totaling FIVE HUNDRED DOLLARS (\$500.00); and

Agenda Item No. 20
1.3.2024
(Muhammad, Lumumba)

WHEREAS, Alpha Media will provide twenty-six (26) radio commercials on WJMI for the Firework Extravaganza from June 01, 2024, through July 01, 2024, totaling FIVE HUNDRED DOLLARS (\$500.00); and

WHEREAS, it is in the best interests of the City of Jackson that the above-described radio advertisements to be aired by Alpha Media on WJMI for the purpose of promoting several upcoming family-orientated events that are being hosted by the Parks and Recreation Department be approved and that payment be approved and made to Alpha Media for said radio advertisements; thus

IT IS HEREBY ORDERED that Alpha Media (vendor number 63637) is approved to broadcast the above-described radio advertisements promoting the Dance of the Princess and the Frog, the Flipping Out Tumbling Event, and the Fireworks Extravaganza on WJMI, and that payment, as described below, be made to Alpha Media (vendor number 63637):

1. Payment in the amount of FIVE HUNDRED DOLLARS (\$500.00) from account number 005-501.25-6419 for providing twenty-six (26) radio commercials promoting Dance of the Princess and the Frog that will be held at Thalia Maria Hall on February 03, 2024; and
2. Payment in the amount of FIVE HUNDRED DOLLARS (\$500.00) from account number 005-501.25-6419 for providing twenty-six (26) radio commercials promoting the Flipping Out Tumbling that will be held at Thalia Maria Hall on April 20, 2024; and
3. Payment in the amount of FIVE HUNDRED DOLLARS (\$500.00) from account number 005-501.25-6419 for providing twenty-six (26) radio commercials promoting the Fireworks Extravaganza that will be held at Smith Wills Stadium on July 03, 2024; and

IT IS FURTHER ORDERED that the Mayor be authorized to execute any document(s) needed to effectuate the above-described radio advertisements to be provided by Alpha Media promoting the events described in the Order above.

Items No: _____ Date: _____
(MUHAMMAD, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: December 12, 2023

POINTS		COMMENTS																																													
1.	Brief Description	Order requesting approval of acceptance, future services and payment ratification with Alpha Media, LLC. for radio commercials for the Dance of the Princess and The Frog, Flipping Out Tumbling Event, and the Fireworks Extravaganza.																																													
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life Youth and Education Crime Prevention Economic Development																																													
3.	Who will be affected	The City of Jackson employees, volunteers, and citizens.																																													
4.	Benefits	Allows the department to meet the demands and goals of the City of Jackson, while providing entertainment to the City.																																													
5.	Schedule (beginning date)	Upon Council Approval																																													
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide																																													
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation – Programming Division																																													
8.	COST	ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00)																																													
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	One Thousand Five Hundred Dollars (\$1,500.00) Account no. 005-501.25-6419 “Other Professional Services” Category to Alpha Media, LLC.																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	√	N/A	√	AABE	_____ %	WAIVER	yes	___	no	√	N/A	√	WBE	_____ %	WAIVER	yes	___	no	√	N/A	√	HBE	_____ %	WAIVER	yes	___	no	√	N/A	√	NABE	_____ %	WAIVER	yes	___	no	√	N/A	√
ABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							
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NABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							

Parks & Recreation Department
633 North State Street 5th Floor
Jackson, MS 39202
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

To: Mayor Chokwe Lumumba
From: Abram, Muhammad Director
Department of Parks & Recreation
Date: December 12, 2023
Re: ALPHA MEDIA, LLC – ACCEPTANCE OF PROFESSIONAL SERVICES

Order requesting approval of acceptance, future services and payment ratification with Alpha Media, LLC. for radio commercials for the Dance of the Princess and The Frog, Flipping Out Tumbling Event, and the Fireworks Extravaganza.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/sa

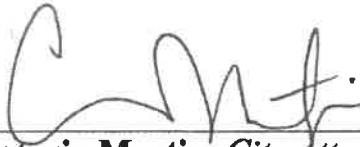
Office of the City Attorney

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
12/27/23

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL SERVICES FROM AND PAYMENT TO ALPHA MEDIA, LLC. FOR RADIO COMMERCIALS PROMOTING THE FOLLOWING UPCOMING EVENTS: THE DANCE OF THE PRINCESS AND THE FROG, FLIPPING OUT TUMBLING, AND THE FIREWORKS EXTRAVAGANZA FOR THE PARKS AND RECREATION DEPARTMENT is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Justin Powell, Deputy City Attorney JP 12/21/23

12/27/23
Date

ORDER



Orders
Order / Rev: 728127
Alt Order #:
Product Desc: The Dance Of The Princess and The Frc
Estimate:
Flight Dates: 01/30/24 - 02/03/24
Original Date / Rev: 12/12/23 / 12/12/23
Order Type: CONTROLLED

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

Agency Name: City of Jackson Parks and Recreation
Buying Contact:
Billing Contact:
 1000 Metro Center
 Jackson, MS 38205

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

Advertiser Name: City of Jackson Parks and Recreation
Demographic: HH
Product Code: Municipal Government
Revenue Code 1: Direct Business
Revenue Code 2: Spot
Revenue Code 3: General Revenue
Priority: P-04

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

Bill Plan

Start Date	End Date	# Spots	Gross Amount	Net Amount
01/01/24	01/31/24	10	\$0.00	\$0.00
02/01/24	02/03/24	16	\$500.00	\$500.00

Totals

Month	# Spots	Gross Amount	Net Amount	Rating
January 2024	10	\$0.00	\$0.00	0.00
February 2024	16	\$500.00	\$500.00	0.00
Totals	26	\$500.00	\$500.00	0.00

Account Executive

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	01/30/24	02/03/24	Mo-Su 6a-10a Mo-Su 6a-10a	CM	8:00 AM-10:00 AM (8:00 AM-10:00 AM)	-11111-	1:00	5	\$0.00	P-04	0.00	NM	5	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>				<u>Rate</u>		<u>Rating</u>			
		Week: 01/29/24	02/04/24	-11111-		5				\$0.00		0.00			
N 2	WJMI	01/30/24	02/03/24	Mo-Su 10a-3p Mo-Su 10a-3p	CM	10a-3p	-2222-	1:00	10	\$0.00	P-04	0.00	NM	10	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>				<u>Rate</u>		<u>Rating</u>			
		Week: 01/29/24	02/04/24	-2222-		10				\$0.00		0.00			
N 3	WJMI	01/30/24	02/03/24	Mo-Su 3p-7p Mo-Su 3p-7p	CM	3p-7p	-2222--	1:00	8	\$0.00	P-04	0.00	NM	8	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>				<u>Rate</u>		<u>Rating</u>			
		Week: 01/29/24	02/04/24	-2222--		8				\$0.00		0.00			
N 4	WJMI	01/30/24	02/03/24	Mo-Su 7p-12m Mo-Su 7p-12m	CM	7:00 PM-10:00 PM (7:00 PM-10:00 PM)	---11--	1:00	2	\$0.00	P-04	0.00	NM	2	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>				<u>Rate</u>		<u>Rating</u>			
		Week: 01/29/24	02/04/24	---11--		2				\$0.00		0.00			
N 5	WJMI	02/03/24	02/03/24	Sign-On/Sign-Off Sign-On/Sign-Off	NS	12a-12a	-----1-	:00	1	\$500.00	P-04	0.00	NS	1	\$500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>				<u>Rate</u>		<u>Rating</u>			
		Week: 01/29/24	02/04/24	-----1-		1				\$500.00		0.00			

ORDER



Orders
Order / Rev: 728119
Alt Order #:
Product Desc: Flipping Out Tumbling Event
Estimate:
Flight Dates: 04/16/24 - 04/20/24
Original Date / Rev: 12/12/23 / 12/13/23
Order Type: CONTROLLED

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

Agency Name: City of Jackson Parks and Recreation
Buying Contact:
Billing Contact:
 1000 Metro Center
 Jackson, MS 39205

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

Advertiser Name: City of Jackson Parks and Recreation
Demographic: HM
Product Codes: Municipal Government
Revenue Code 1: Direct Business
Revenue Code 2: Spot
Revenue Code 3: General Revenue
Priority: P-04

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

Plan

Totals

Start Date	End Date	# Spots	Gross Amount	Net Amount
04/01/24	04/20/24	26	\$500.00	\$500.00

Month	# Spots	Gross Amount	Net Amount	Rating
April 2024	26	\$500.00	\$500.00	0.00
Totals	26	\$500.00	\$500.00	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	04/16/24	04/20/24	Mo-Su 6a-10a Mo-Su 6a-10a	CM	8:00 AM-10:00 AM (8:00 AM-10:00 AM)	-11111-	1:00	5	\$0.00	P-04	0.00	NM	5	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>			<u>Rate</u>			<u>Rating</u>			
		Week: 04/15/24	04/21/24	-11111-		5			\$0.00			0.00			
N 2	WJMI	04/16/24	04/20/24	Mo-Su 10a-3p Mo-Su 10a-3p	CM	10a-3p	-2222-	1:00	10	\$0.00	P-04	0.00	NM	10	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>			<u>Rate</u>			<u>Rating</u>			
		Week: 04/15/24	04/21/24	-2222-		10			\$0.00			0.00			
N 3	WJMI	04/16/24	04/20/24	Mo-Su 3p-7p Mo-Su 3p-7p	CM	3p-7p	-2222--	1:00	8	\$0.00	P-04	0.00	NM	8	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>			<u>Rate</u>			<u>Rating</u>			
		Week: 04/15/24	04/21/24	-2222--		8			\$0.00			0.00			
N 4	WJMI	04/16/24	04/20/24	Mo-Su 7p-12m Mo-Su 7p-12m	CM	7:00 PM-10:00 PM (7:00 PM-10:00 PM)	---11--	1:00	2	\$0.00	P-04	0.00	NM	2	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>			<u>Rate</u>			<u>Rating</u>			
		Week: 04/15/24	04/21/24	---11--		2			\$0.00			0.00			
N 5	WJMI	04/20/24	04/20/24	Sign-On/Sign-Off Sign-On/Sign-Off	NS	12a-12a	-----1-	:00	1	\$500.00	P-04	0.00	NS	1	\$500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>			<u>Rate</u>			<u>Rating</u>			
		Week: 04/15/24	04/21/24	-----1-		1			\$500.00			0.00			
													Totals	26	\$500.00

ORDER

99
JAN
WJMI
FM 7.1

Order # 728136
Alt Order #
Product Desc: Jackson Fireworks Extravaganza
Estimate:
Flight Dates: 06/29/24 - 07/03/24
Original Date / Rev: 12/12/23 / 12/12/23
Order Type: CONTROLLED

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

Agency Name: City of Jackson Parks and Recreation
Buying Contact:
Billing Contact:
1000 Metro Center
Jackson, MS 39205

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

Advertiser Name: City of Jackson Parks and Recreation
Demographic: HH
Product Codes: Municipal Government
Revenue Code 1: Direct Business
Revenue Code 2: Spot
Revenue Code 3: General Revenue
Priority: P-04

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

Bill Plan

Start Date	End Date	# Spots	Gross Amount	Net Amount
06/01/24	06/30/24	10	\$0.00	\$0.00
07/01/24	07/03/24	16	\$500.00	\$500.00

Totals

Month	# Spots	Gross Amount	Net Amount	Rating
June 2024	10	\$0.00	\$0.00	0.00
July 2024	16	\$500.00	\$500.00	0.00
Totals	26	\$500.00	\$500.00	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	06/29/24	07/03/24	Mo-Su 6a-10a Mo-Su 6a-10a	CM	6:00 AM-10:00 AM (6:00 AM-10:00 AM)	11-21	1:00	5	\$0.00	P-04	0.00	NM	5	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>				<u>Rate</u>		<u>Rating</u>			
		Week: 06/24/24	06/30/24	-----11		2				\$0.00		0.00			
		Week: 07/01/24	07/07/24	111---		3				\$0.00		0.00			
N 2	WJMI	06/29/24	07/03/24	Mo-Su 10a-3p Mo-Su 10a-3p	CM	10a-3p	22--22	1:00	10	\$0.00	P-04	0.00	NM	10	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>				<u>Rate</u>		<u>Rating</u>			
		Week: 06/24/24	06/30/24	-----22		4				\$0.00		0.00			
		Week: 07/01/24	07/07/24	22----		6				\$0.00		0.00			
N 3	WJMI	06/29/24	07/03/24	Mo-Su 3p-7p Mo-Su 3p-7p	CM	3p-7p	22--22	1:00	8	\$0.00	P-04	0.00	NM	8	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>				<u>Rate</u>		<u>Rating</u>			
		Week: 06/24/24	06/30/24	-----22		4				\$0.00		0.00			
		Week: 07/01/24	07/07/24	22----		4				\$0.00		0.00			
N 4	WJMI	07/02/24	07/02/24	Mo-Su 7p-12m Mo-Su 7p-12m	CM	7:00 PM-10:00 PM (7:00 PM-10:00 PM)	-2-----	1:00	2	\$0.00	P-04	0.00	NM	2	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>				<u>Rate</u>		<u>Rating</u>			
		Week: 07/01/24	07/07/24	-2-----		2				\$0.00		0.00			
N 5	WJMI	07/03/24	07/03/24	Sign-On/Sign-Off Sign-On/Sign-Off	NS	12a-12a	--1----	:00	1	\$500.00	P-04	0.00	NS	1	\$500.00



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Alpha Media LLC	Legal
L&L Broadcasting LLC	Previous Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1019482
Status:	Good Standing
Effective Date:	04/17/2013
State of Incorporation:	DE
Principal Office Address:	1211 SW 5TH AVENUE, Suite 750 PORTLAND, OR 97204

Registered Agent

Name
C T CORPORATION SYSTEM 645 LAKELAND EAST DRIVE, Suite 101 FLOWOOD, MS 39232

Officers & Directors

Name	Title
Donald Robert Proffitt 1211 SW 5th Avenue, Suite 600 Portland, OR 97204	Manager, Member
John Grossi 1211 SW 5th Avenue, Suite 600 Portland, OR 97204	Manager

INTEROFFICE MEMORANDUM

TO: Shannon Amos, Investment Budget Supervisor
Parks and Recreation

FROM: Lisa Wilson, Recreation Manager *LW*
Parks and Recreation

SUBJECT: REQUESTING A PURCHASE ORDER FOR ALPHA MEDIA, LLC.

DATE: DECEMBER 12, 2023 ,

CC: Abram Muhammad, Deputy Director
Parks and Recreation

This service is needed for the Marketing component (Radio Spots) of getting the word out to the citizens of Jackson about the Dance of the Princess and the Frog that will be held at Thalia Mara Hall these services will provided by ALPHA MEDIA, LLC, at a cost of \$500.00 the event will be held on February 3, 2024.

Account #: 501.25-6419 OTHER PROFESSIONAL SERVICES

INTEROFFICE MEMORANDUM

TO: Shannon Amos, Investment Budget Supervisor
Parks and Recreation

FROM: Lisa Wilson, Recreation Manager *LW*
Parks and Recreation

SUBJECT: REQUESTING A PURCHASE ORDER FOR ALPHA MEDIA, LLC.

DATE: DECEMBER 12, 2023

CC: Abram Muhammad, Deputy Director
Parks and Recreation

This service is needed for the Marketing component (Radio Spots) of getting the word out to the citizens of Jackson about the Fireworks Extravaganza that will be held at Smith Wills Stadium these services will provided by ALPHA MEDIA, LLC, at a cost of \$500.00 the event will be held on July 3, 2024.

Account #: 501.25-6419 OTHER PROFESSIONAL SERVICES

INTEROFFICE MEMORANDUM

TO: Shannon Amos, Investment Budget Supervisor
Parks and Recreation

FROM: Lisa Wilson, Recreation Manager *LW*
Parks and Recreation

SUBJECT: REQUESTING A PURCHASE ORDER FOR ALPHA MEDIA, LLC.

DATE: DECEMBER 12, 2023

CC: Abram Muhammad, Deputy Director
Parks and Recreation

This service is needed for the Marketing component (Radio Spots) of getting the word out to the citizens of Jackson about the Flipping Out Tumbling Event that will be held at Thalia Mara Hall these services will provided by ALPHA MEDIA, LLC, at a cost of \$500.00 the event will be held on April 20, 2024.

Account #: 501.25-6419 OTHER PROFESSIONAL SERVICES

ALPHA MEDIA ITEM

2052



THE CITY OF JACKSON
DEPARTMENT OF PARKS AND RECREATION
CHAMPION DANCE CENTER

&
MONTAGE THEATRE OF DANCE

PRESENTS:

*The Paper of The Princess
and The Frog*

February

3

SATURDAY

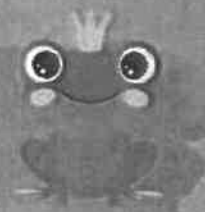
Admission: \$5 (CASH ONLY)
Children 6 years old & Under Free

Thalia Mara Hall | DOORS OPEN @ 6:00 P.M.
225 N. Pascagoula St. | SHOW STARTS @ 7:00 P.M.
Jackson, MS 39201

Parking will be provided in the
Parking Garage Only

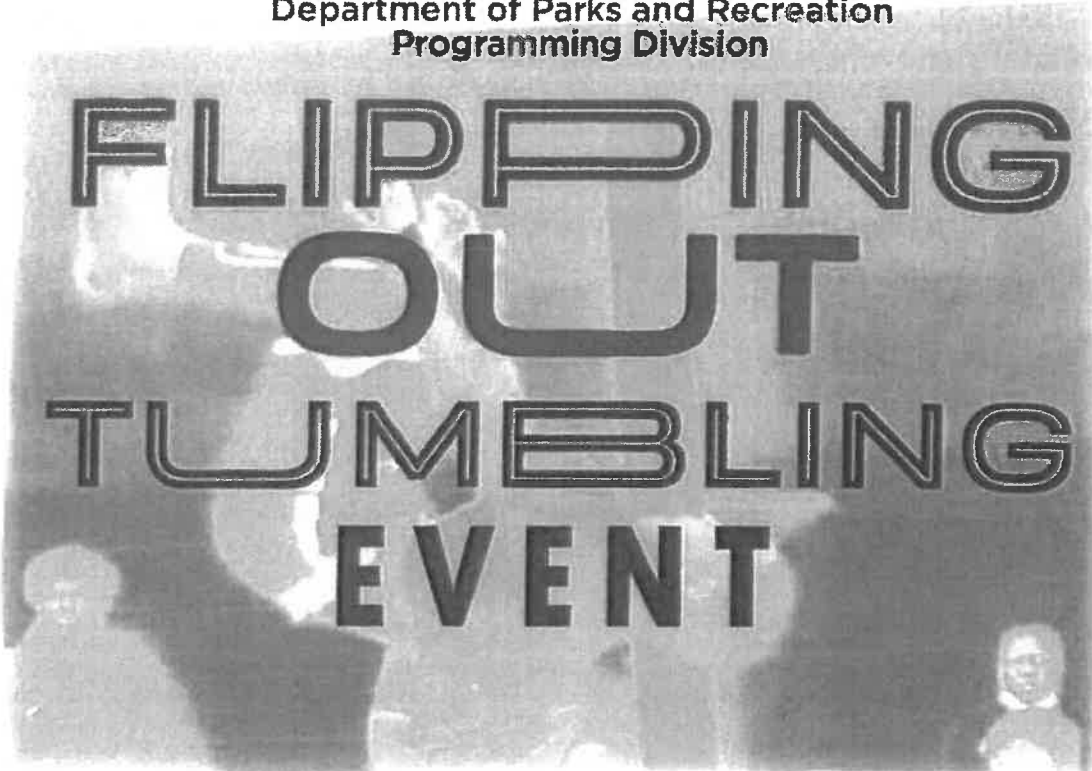


Princess





Department of Parks and Recreation
Programming Division



April 20, 2024

**Check - in at 9:30 am
Competition starts at 10:30 a.m.**



Thalia Mara Hall

255 E. Pascagoula St. | Jackson, MS 39201

**Scan Here to Register
\$15 Registration Fee**

5 YEARS OLD & UP

Door Admission \$5 cash only

For more information, contact Kim Jones 601.316.1327

JPS Disclaimer: The Distribution of this material does not constitute an endorsement or an indication of support by the Jackson Public School District. Parents and students should determine for themselves if they want to use the services. The school district accepts no liability in this matter.



2024

JACKSON'S

Fireworks

EXTRAVAGANZA

WEDNESDAY | JULY 3

FREE ADMISSION | FIREWORKS DISPLAY AT NIGHTFALL

SMITH WILLS STADIUM

1200 LAKELAND DRIVE, JACKSON, MS 39216

GATES OPEN AT 4:30 PM

COME AND ENJOY
A FAMILY FRIENDLY EVENT

SPECTACULAR
FIREWORKS SHOW

8:15PM-UNTIL

KIDZ ZONE 5PM-7PM

WATER SLIDES • FACE PAINTING • GAMES • SPACE JUMPS

FOOD VENDORS
ENTERTAINMENT • 7PM-8:45PM

FOR MORE INFORMATION, PLEASE CALL 601.960.0471



CITY OF JACKSON MS-DEPARTMENT OF PARKS AND RECREATION



COJ_PARKS_RECREATION

THE CITY OF
JACKSON
MISSISSIPPI

JPS Disclaimer: The Distribution of this material does not constitute an endorsement or an indication of support by the Jackson Public School District. Parents and students should determine for themselves if they want to use the services. The school district accepts no liability in this matter.

21

OFFICE OF THE CITY ATTORNEY
12/21/23

ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL LIGHTING AND SOUND CONTROL SERVICES FROM AND PAYMENT TO THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES (IATSE) LOCAL 589 FOR STAGE LIGHTING AND SOUND CONTROL SERVICES FOR THE DANCE OF THE PRINCESS AND THE FROG FOR THE PARKS AND RECREATION DEPARTMENT ON FEBRUARY 03, 2024 (MUHAMMAD, LUMUMBA)

WHEREAS, the City of Jackson Parks and Recreation – Programming Division annually hosts several events for the constituents of the City of Jackson; and

WHEREAS, the Programming Division will be hosting the family-orientated Dance of the Princess and the Frog (Event) at Thalia Mara Hall on February 03, 2024, at 7PM; and

WHEREAS, the Programming Division will need professional stage lighting and sound control services for the Event; and

WHEREAS, the Programming Division requested a quote for stage lighting and sound control professional services from IATSE Local 589 who is affiliated with Thalia Mara Hall; and

WHEREAS, IATSE Local 589 is an active vendor (vendor number 67504) with the City of Jackson; and

WHEREAS, IATSE Local 589 (vendor number 67504) is being requested to conduct stage lighting and sound control professional services for the Event; and

WHEREAS, IATSE Local 589 (vendor number 65704) submitted a quote to provide professional services at the Event to the Parks and Recreation Department for the following: set up of Event: two (2) flyman, two (2) stage hands, one (1) audio technician, one (1) lighting technician, and one (1) steward; show: one (1) sound technician, one (1) lighting technician, and one (1) stagehand for a total cost of ONE THOUSAND TWO HUNDRED FIFTY-SIX DOLLARS (\$1,256.00) with an industry standard twenty-one percent (21%) fee for payroll related expenses of TWO HUNDRED SIXTY-EIGHT DOLLARS AND SEVENTY-SIX CENTS (\$268.76) for a grand total of ONE THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS AND SEVENTY-SIX CENTS (\$1,524.76); and

WHEREAS, it is in the best interests of the City of Jackson that the above-described professional lighting and sound control services to be provided by IATSE Local 589 (vendor number 65704) for the Event be approved and that payment in the amount of ONE THOUSAND

Agenda Item No. 21
✓ 1.3.2024
(Muhammad, Lumumba)

FIVE HUNDRED TWENTY-FOUR DOLLARS AND SEVENTY-SIX CENTS (\$1,524.76) be approved and made to IATSE Local 589 (vendor number 65704); thus

IT IS HERBY ORDERED that the above-described professional lighting and sound services to be provided by IATSE Local 589 (vendor number 65704) at the Event is approved; and

IT IS FURTHER ORDERED that a payment in the amount of ONE THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS AND SEVENTY-SIX CENTS (\$1,524.76) be made from account number 005.501.25-6419 to IATSE Local 589 (vendor number 65704) for providing the above-described professional services; and

IT IS FURTHER ORDERED that the Mayor is authorized to execute any document(s) needed to effectuate the above-described professional services that are to be performed by IATSE Local 589 (vendor number 65704) at the Event.

Items No: _____ Date: _____
(MUHAMMAD, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: December 15, 2023

POINTS		COMMENTS																																													
1.	Brief Description	Order requesting approval of acceptance, future services and payment ratification with IASTE Local 589 for stage lighting and sound control professional services for the Dance of the Princess and the Frog for the Parks and Recreation Department on February 03, 2024.																																													
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life Youth and Education Crime Prevention Economic Development																																													
3.	Who will be affected	The City of Jackson employees, volunteers, and citizens.																																													
4.	Benefits	Allows the department to meet the demands and goals of the City of Jackson, while providing entertainment to the City.																																													
5.	Schedule (beginning date)	Upon Council Approval																																													
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide																																													
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation – Programming Division																																													
8.	COST	ONE THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS and SEVENTY-SIX CENTS (\$1,524.76)																																													
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	ONE THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS and SEVENTY-SIX CENTS (\$1,524.76) Account no. 005-501.25-6419 “Other Professional Services” Category to IASTE LOCAL 589																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	√	N/A	√	AABE	_____ %	WAIVER	yes	___	no	√	N/A	√	WBE	_____ %	WAIVER	yes	___	no	√	N/A	√	HBE	_____ %	WAIVER	yes	___	no	√	N/A	√	NABE	_____ %	WAIVER	yes	___	no	√	N/A	√
ABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							
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Parks & Recreation Department
633 North State Street 5th Floor
Jackson, MS 39202
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

To: Mayor Chokwe Lumumba
From: Abram, Muhammad Director
Department of Parks & Recreation
Date: December 13, 2023
Re: **IATSE Local 589 – APPROVAL OF PROFESSIONAL SERVICES**

Order requesting approval of acceptance, future services and payment ratification with IASTE Local 589 for stage lighting and sound control professional services for the Dance of the Princess and the Frog for the Parks and Recreation Department on February 03, 2024.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/sa

**THE CITY OF JACKSON
DEPARTMENT OF PARKS AND RECREATION
CHAMPION DANCE CENTER
&
MONTAGE THEATRE OF DANCE**

PRESENTS:

*The Dance of the Princess
and The Frog*

February

3

SATURDAY

**Admission: \$5 (CASH ONLY)
Children 6 years old & Under Free**

**Thalia Mara Hall
225 E. Pascagoula St.
Jackson, MS 39201**

**DOORS OPEN @ 6:00 P.M.
SHOW STARTS @ 7:00 P.M.**



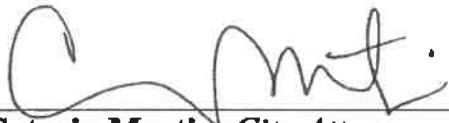
Office of the City Attorney

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
12-21-23

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING APPROVAL ^{To} OF PROFESSIONAL SECURITY SERVICES FROM AND APPROVING PAYMENT OF ~~KENNETH WEST~~ FOR SIX (6) HOURS OF SECURITY SERVICES FOR THE DANCE OF THE PRINCESS AND THE FROG FOR THE PARKS AND RECREATION DEPARTMENT ON FEBRUARY 03, 2024, AND APPROVING FUTURE PROFESSIONAL SECURITY SERVICES TO BE PROVIDED BY KENNETH WEST FOR THE PARKS AND RECREATION DEPARTMENT is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Justin Powell, Deputy City Attorney JP 12-21-23

12/27/23

Date


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
Justin Powell
12-21-23

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL LIGHTING AND SOUND CONTROL SERVICES FROM AND PAYMENT TO THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES (IASTE) LOCAL 589 FOR STAGE LIGHTING AND SOUND CONTROL SERVICES FOR THE DANCE OF THE PRINCESS AND THE FROG FOR THE PARKS AND RECREATION DEPARTMENT ON FEBRUARY 03, 2024 is legally sufficient for placement in NOVUS Agenda.



Cataria Martin, City Attorney
Justin Powell, Deputy City Attorney *JP 12-21-23*

12/27/23

Date

22

OFFICE OF THE CITY ATTORNEY
12/21/23

ORDER REQUESTING APPROVAL OF PROFESSIONAL SECURITY SERVICES FROM AND APPROVING PAYMENT TO KENNETH WEST FOR SIX (6) HOURS OF SECURITY SERVICES FOR THE DANCE OF THE PRINCESS AND THE FROG FOR THE PARKS AND RECREATION DEPARTMENT ON FEBRUARY 03, 2024, AND APPROVING FUTURE PROFESSIONAL SECURITY SERVICES TO BE PROVIDED BY KENNETH WEST FOR THE PARKS AND RECREATION DEPARTMENT (MUHAMMAD, LUMUMBA)

WHEREAS, the City of Jackson Parks and Recreation – Programming Division annually host several events for the constituents of the City of Jackson; and

WHEREAS, the Programming Division will be hosting the Dance of the Princess and the Frog (Event) at Thalia Mara Hall on February 03, 2024, at 7PM; and

WHEREAS, to provide a safe environment for the attendees of the Event, the Programming Division will need to provide professional security services; and

WHEREAS, the Programming Division requested a quote for professional security services from Kenneth West, who is a professional police officer; and

WHEREAS, Kenneth West is an active vendor (vendor number 71842) with the City of Jackson; and

WHEREAS, Kenneth West operates as a Sole Proprietor and there is no legal distinction between the owner and the business entity; and

WHEREAS, Kenneth West is being requested to provide his professional security services for the Event on February 03, 2024, from 6:00 PM to 11:00 PM; and

WHEREAS, Kenneth West provided a quote to the Parks and Recreation Department for five (5) hours of security services, at the rate of EIGHTEEN DOLLARS (\$18.00) per hour, totaling NINETY DOLLARS (\$90.00); and

WHEREAS, it is in the best interests of the City of Jackson that Kenneth West provide professional security services at the Event described in this Order and that his professional security services, when needed, be approved for any future events being held by the Parks and Recreation Department; thus

IT IS HEREBY ORDERED that the above-described professional security services to be provided by Kenneth West (vendor number 71842) for the Event is approved and that future

Agenda Item No. 22
1.3.2024
(Muhammad, Lumumba)

professional security services to be provided by Kenneth West (vendor number 71842), when needed by the Parks and Recreation Department, is further approved; and

IT IS FURTHER ORDERED that a payment in the amount of NINETY DOLLARS (\$90.00) be made to the Kenneth West (vendor number 71842) from account no. 005-501.25-6419 for providing five (5) hours of professional security services, at the rate of EIGHTEEN DOLLARS (\$18.00) per hour, for the Dance of the Princess and the Frog at Thalia Maria Hall on February 03, 2024, at from 6:00 PM to 11:00 PM; and

IT IS FURTHER ORDERED that the Mayor is authorized to execute any document(s) needed to effectuate the above-described professional security services that are to be performed by Kenneth West (vendor number 71842).

Items No: _____ **Date:** _____
(MUHAMMAD, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: December 13, 2023

P O I N T S		C O M M E N T S																																													
1.	Brief Description	Order requesting approval of acceptance, future services and payment ratification with Kenneth West for six (6) hours of professional security services for the Dance of the Princess and the Frog for the Parks and Recreation Department on February 03, 2024																																													
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life Youth and Education Crime Prevention Economic Development																																													
3.	Who will be affected	The City of Jackson employees, volunteers, and citizens.																																													
4.	Benefits	Allows the department to meet the demands and goals of the City of Jackson, while providing entertainment to the City.																																													
5.	Schedule (beginning date)	Upon Council Approval																																													
5.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide																																													
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation – Programming Division																																													
8.	COST	NINETY DOLLARS (\$90.00)																																													
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Ninety Dollars (\$90.00) Account no. 005-501.25-6419 “Other Professional Services” Category to Kenneth West																																													
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Parks & Recreation Department
633 North State Street 5th Floor
Jackson, MS 39202
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

To: Mayor Chokwe Lumumba
From: Abram, Muhammad Director
Department of Parks & Recreation
Date: December 13, 2023
Re: **KENNETH WEST - ACCEPTANCE OF PROFESSIONAL SERVICES**

Order requesting approval of acceptance, future services and payment ratification with Kenneth West for six (6) hours of professional security services for the Dance of the Princess and the Frog for the Parks and Recreation Department on February 03, 2024.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/sa

INTEROFFICE MEMORANDUM

TO: Shannon Amos, Investment Budget Supervisor
Parks and Recreation

FROM: Lisa Wilson, Recreation Manager *LW*
Parks and Recreation

SUBJECT: REQUESTING A PURCHASE ORDER FOR KENNETH WEST

DATE: OCTOBER 23, 2023

CC: Abram Muhammad, Deputy Director
Parks and Recreation

This service is a request for Security at the "Princess and the Frog Dance Event" that will be held at Thalia Mara Hall services by KENNETH WEST, at a cost of \$90.00 the event will be held on February 3rd.

Account #: 501.25-6419 OTHER PROFESSIONAL SERVICES

POLICE OFFICER SECURITY QUOTE

Quote Date: 10/23/23

Princess and the Frog
Event

2/3/24
Date

Parks and Recreation
Lessee

601-960-0855
**Phone
Number**

Thalia Mara Hall
Facility

(601) 960-1537
Phone #

Checks must be made payable to each individual officer.

OFFICER NAME	TIME IN	TIME OUT	TOTAL HOURS (4 hour minimum)	HOURLY RATE (\$18 per hour or portion of hour)	AMOUNT DUE
Kenneth West	6:00 p.m.	11:00 p.m.	5	\$18.00	\$90.00

Shannon Amos, Supervisor
Parks and Recreation



Steve Hutton, Interim Director
Parks and Recreation

FROM: Parks and Recreation Department

RE: Vendor Certification as a Sole Proprietorship

The attorneys for the City of Jackson have recently created a requirement that all City of Jackson vendors must be registered with the Secretary of State or be classified as a Sole Proprietorship.

A Sole Proprietorship would be a vendor who's business is run by one person and there is no legal distinction between the owner and the business entity. Sole Proprietors may operate under their own name or under a trade name.

Please confirm below that you are operating as a Sole Proprietorship and return to:

Shannon Amos
samos@jacksonms.gov
601.960.0399

I, Kenneth West
(Individual's Name)

doing business as N/A
(Name of Business if different than Individual's Name, or mark N/A)

do hereby certify that I am operating my business as a Sole Proprietor, and therefore have not registered my business with the Mississippi Secretary of State's Office.

Kenneth West
(Signature)

23

BA 1/21/24

ORDER AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE SOUTHEAST SUSTAINABILITY DIRECTORS NETWORK FOR REVITALIZING COMMUNITIES THROUGH REINVESTMENT AND RENEWAL OF EXISTING ASSETS

WHEREAS, the City of Jackson's Office of Economic Development (OED) requires technical assistance in the areas of (1) grant strategy, (2) community and stakeholder engagement, (3) technical exploration, and (4) federal proposal development to develop a federal proposal for the U.S. EPA Multipurpose, Assessment, RLF, and Cleanup (MARC) Grants; and

WHEREAS, U.S. EPA MARC Grants will be utilized to (1) revitalize communities by transforming underutilized sites into viable and utilized community assets with a focus on developing community gardens, parks, and other green spaces; and (2) provide workforce and business development centered on green-based environmental improvements while also generating local economic impact; and

WHEREAS, the Southeast Sustainability Directors Network (SSDN) will provide technical assistance, through TCG Consulting, to help identify and prioritize brownfield sites, Phase I and II environmental site assessments, develop an AWP and remediation plans, redevelop sites into green spaces, incorporate workforce training, calculate cost, and identify federal resources to assist with targeting hazards city-wide, and community engagement; and

WHEREAS, the City of Jackson finds it reasonable to partner with SSDN to provide technical assistance to help OED to develop and submit a federal proposal for the U.S. EPA MARC Grants.

NOW, THEREFORE, IT IS HEREBY ORDERED that the City of Jackson is authorized to enter into a Memorandum of Understanding (MOU) with the Southeast Sustainability Directors Network (SSDN).

Agenda Item No. 23
1.3.2024
(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 A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE SOUTHEAST SUSTAINABILITY DIRECTORS NETWORK FOR REVITALIZING COMMUNITIES THROUGH REINVESTMENT AND RENEWAL OF EXISTING ASSETS								
2.	Purpose	Technical Assistance to develop and submit a federal proposal								
3.	Who will be affected	Citywide								
4.	Benefits	1. Development of community gardens, parks and other green spaces 2. Workforce and business development ("green economy")								
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	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___
	See attached sheets from Vendors									

Department of Planning and Development



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

TO: Mayor Chokwe Lumumba
FROM: Chloe Dotson BUPD. MURP., Director
Department of Planning and Development

A handwritten signature in blue ink, appearing to be "CWM".

DATE: November 20, 2023

RE: ORDER AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE SOUTHEAST SUSTAINABILITY DIRECTORS NETWORK FOR REVITALIZING COMMUNITIES THROUGH REINVESTMENT AND RENEWAL OF EXISTING ASSETS

The agenda item which accompanies this memo requests that Jackson City Council authorize the Mayor to execute a Memorandum of Understanding with the Southeast Sustainability Directors Network (SSDN) for the Revitalizing Communities through Reinvestment and Renewal of Existing Assets project for technical assistance to develop and submit a federal proposal for U.S. EPA Multipurpose, Assessment, RLF, and Cleanup (MARC) Grants. A federal award will help the City to revitalize communities by transforming the underutilized sites into viable and utilized community assets and increase workforce and business development centered on green-based environmentalism.

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

RM
12/13/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE SOUTHEAST SUSTAINABILITY DIRECTORS NETWORK FOR REVITALIZING COMMUNITIES THROUGH REINVESTMENT AND RENEWAL OF EXISTING ASSETS** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



12/27/23

Date

Memorandum of Understanding for:

Revitalizing Communities through Reinvestment and Renewal of Existing Assets

This is a Memorandum of Understanding (“MOU”), dated **October 23, 2023** (“Effective Date”), between **Jackson, Mississippi** (“Lead Community”), and the Southeast Sustainability Directors Network (“SSDN”), a fiscally sponsored project of the Urban Sustainability Directors Network (“USDN”) - an Illinois nonprofit corporation - to implement the **Revitalizing Communities through Reinvestment and Renewal of Existing Assets** (“Project”).

Together, SSDN/USDN and the Lead Community enter this MOU, which describes partnership roles.

Purpose. The funds would be used by the city of Jackson to complete a city-wide assessment of environmental sites, as well as to develop an area-wide strategy and remediation plans for properties deemed hazardous and detrimental to public health.

Scope. This MOU authorizes Lead Community access to SSDN’s Local Infrastructure Hub (LIH) Cohort, with technical assistance (TA) provider **Michelle Thomas/TCG Consulting** assisting the Lead Community in developing a federal proposal for the [U.S. EPA Multipurpose, Assessment, RLF, and Cleanup \(MARC\) Grants](#). TA is needed to help identify and prioritize brownfield sites, Phase I and Phase II environmental site assessments, develop an AWP and remediation plans, redevelop sites into green spaces, incorporate workforce training, calculate cost, and identify federal resources to assist with targeting hazards city-wide, and community engagement. A federal award will help the city revitalize communities by transforming underutilized sites into viable and utilized community assets, with a focus on developing community gardens, parks, and other green spaces. It could also spur additional private investment in areas where potential is often unrealized.

1. Project Term

SSDN/USDN and the Lead Community agree to a Project Term of **8 Months** from the award notification on **October 23, 2023**. If more time is required, the Lead Community indicates this to [fund management](#) as soon as that is known, so an extension can be documented.

2. Responsibilities

a. **SSDN.** SSDN, as a project investor, is responsible for:

- i. **Directly funding the TA provider.** SSDN provides funding for the project in an amount not to exceed **\$30,000** in **Option 1** Payment(s) are made directly to the TA provider to cover time spent on behalf of the city of Jackson, MS.
- ii. **LIH program management.** SSDN/USDN contracts with [Sutherland & Associates](#) to manage its competitive member opportunities. This fund management team assists with any decision-making that impacts this MOU. They receive, confirm, and process all

deliverables, quarterly reports, and invoices. They monitor progress and capture the impacts of the investment.

- iii. **LIH budget management.** SSDN's LIH staff team ensures that Project funds are expended per the proposed budget, in accordance with the terms in this MOU and to fulfill the scope of this final and awarded proposal.

b. Lead Community. Jackson, MS as the Lead Community, is responsible for:

- i. **Project management and coordination.** Providing the project management and coordination necessary to complete the project.
- ii. **Final Products and Reporting.** By June 30, 2024 submitting:
 - **Project Products / Outputs.** All substantial products and outputs produced as noted in Table 1.
 - **Final Project Report.** A final project report, as noted in Table 1.
- iii. **Assisting SSDN with impact communication.** Presenting Impacts In an SSDN venue, if requested.¹

3. Project Participants and Primary Contacts. The primary agreed upon method of communication is email.

i. Lead Community and Primary Contact:

Yika Hoover, Deputy Director of Economic Development
200 S President St, Suite 223, Jackson, Mississippi 39201
thoover@jacksonms.gov
(601) 960-1611

ii. SSDN LIH Primary Contact: Nick Deffley, Director, Federal Programs, Southeast Sustainability Directors Network, nick@southeastssdn.org

Other Participants.

- i. **Other Jurisdictions:** Welcome assistance with cross-sector partnerships and community engagement.

ii. Regional governmental entity:

Tamika Jenkins, Executive Director, Hinds County Economic Development Authority, P. O. Box 248, Jackson, MS 39205, tamika@selecthinds.com
(601) 353.6056

- 1. **Role:** Identifying and prioritizing environmental hazards across the City and County
- 2. **Co-ownership responsibilities:** Integrating green-based tutelage in current workforce development engagements.

iii. Community Partners: None listed

iv. Consultant: Michelle Thomas/TCG Consulting

¹ This request is subject to SSDN's communications schedule and is not guaranteed to be made.

4. Project Scope. Project activities, deliverables, and due dates are scheduled below in Table 1.²

Table 1. Schedule of Project Deliverables and Payments

#	Deliverables	Due Date
	Signed MOU: it is anticipated that work will at times proceed signing to avoid delays in hitting federal deadlines.	Not later than 30 days after draft MOU is delivered for modification.
1	Deliverable 1: a local partnership necessary to advance an application is formed.	February 1, 2024
2	Deliverable 2: partners have convened to design the work plan.	April 30, 2024
3	Deliverable 3: a federal application is developed and submitted.	May 31, 2024
	Final grantee report describing lessons / Impacts (this form will be sent 1 month prior to due date by fund management to the Lead Community)	June 30, 2024

5. Lobbying. No funds can be used for lobbying as described by the Internal Revenue Service.

Acceptance of this Memorandum of Understanding

The City of Jackson, MS accepts the roles and timeline described in this MOU.

Name: Chloe Dotson

Title: Director, Department of Planning & Development

Signature: _____

City Tax ID Number:³ 64-6000503

Project Lead Contact Information:

Yika Hoover, Deputy Director of Economic Development
 200 S President St, Suite 223, Jackson, Mississippi 39201
thoover@jacksonms.gov
 (601) 960-1611

² Please add these dates to calendars(s) and proactively notify SSDN Fund Management if it is anticipated that any deliverable due dates will shift after this award agreement is executed. Schedules will be adjusted accordingly. Table 1 becomes the project's Deliverables Report. This method keeps each party clear and aligned on the status of the work.

³ USDN collects this information for their annual auditing purposes.



*Code-City: LH12 Jackson MS
Project Amount: Up to \$30K in TA
Completion Date: June 30, 2024*

Signing for the Urban Sustainability Directors Network on behalf of SSDN:

Signature: _____

Name: Jamal Brown

Title: Director of Finance, People, and Culture

Date: _____

Appendix 1 - Final Project Application Form

1. Name this SSDN application.

Revitalizing Communities through Reinvestment and Renewal of Existing Assets

2. Lead Southeastern local government name and State.

Jackson, Mississippi

If the applying entity is a community-based organization (CBO), complete items a-e about the local government represented in this application. Not Applicable

If the CBO is representing multiple communities, complete items a-e for each one.

- a. **Has a climate action plan been locally adopted? Yes/No**
- b. **Is there a formal commitment to equity? Yes/No**
- c. **Is there dedicated staff hired to write grant applications? Yes/No**
- d. **Have you, as this application form author, ever applied for and/or managed federal funds for this community before? Yes/No**
- e. **Do you anticipate the grant recipient will need support managing or implementing the project if a federal award is made? Yes/No**

3. Name the ideal federal funding grant program, federal application due amount, and application submission date being targeted. If there are more than one programs of interest, list them from highest to lowest priority. If a federal funding opportunity has not yet been identified, state that here.

U.S. EPA Multipurpose, Assessment, RLF, and Cleanup (MARC) Grants

4. Briefly describe the project that this community is ready to implement with federal funding, if known.

The funds would be used by the city of Jackson to complete a city-wide assessment of environmental sites, as well as to develop an area-wide strategy and remediation plans for properties deemed hazardous and detrimental to public health.

The program's primary focus is on conducting Phase I and Phase II Environmental Site Assessments to detect the presence of petroleum or other hazardous materials and to select brownfield sites for clean-up based on contaminants, sources, and levels of contamination.

We wish to test soil and groundwater for contamination and identify any environmental concerns associated with property redevelopment.

Our goal is twofold: first, to revitalize communities by transforming underutilized sites into viable and utilized community assets, with a focus on developing community gardens, parks, and other green spaces; and second, to provide workforce and business development centered on green-based environmental improvements while also generating local economic impact.

5. Name the federal proposal development stage.

Grant Strategy

These are also the technical assistance categories you will request in Question 6 for options 1 and 2:

- **Grant strategy:** help with identifying and aligning community needs to federal funding opportunities.
- **Engagement:** community and stakeholder ownership in proposal planning.
- **Technical exploration:** expertise in a specific topic, like energy efficiency.
- **Federal proposal development:** support drafting and submitting a proposal.

6. Choose the desired assistance option.

Option 1. Access to 1:1 help from SSDN's LIH Cohort.

- Up to \$30,000 in TA value to assist with up to 3 of the 4 categories listed in question 5:
 - a. **Which of these assistance category(ies) is help needed in?**

Grant strategy, Engagement, and Federal Proposal Development

- b. **Describe the TA needed in the chosen category(ies):**

Help is needed to identify and prioritize brownfield sites, Phase I and Phase II environmental site assessments, develop an AWP and remediation plans, redevelop sites into green spaces, incorporate workforce training, calculate cost and identify federal resources to assist with targeting hazards city-wide, and community engagement.

7. Explain how a federal award will help underserved members of the community.

A federal award would help the City revitalize communities by transforming underutilized sites into viable and utilized community assets, with a focus on developing community

gardens, parks, and other green spaces. It could also spur additional private investment in areas where potential is often unrealized.

8. How will community members be engaged in the creation of a federal application?

To reach our goal of revitalizing communities by transforming underutilized sites into viable and utilized community assets, we will conduct a series of public outreach sessions on the project to gain input from the community on potential sites and their prioritization. The project is a city-wide effort that will encompass distressed neighborhoods. Some of these areas are historically underserved and underrepresented when it comes to public funds to resolve environmental issues completely or by infusion of private funding when opportunity is overshadowed by perception.

9. Provide the primary point of contact's information.

This person functions as the project lead.

Yika Hoover, Deputy Director of Economic Development
200 S President St, Suite 223, Jackson, Mississippi 39201
thoover@jacksonms.gov
(601) 960-1611

10. Name all partners and their roles.

We welcome assistance with cross-sector partnerships and community engagement.

a. Regional governmental entity:

Tamika Jenkins, Executive Director, Hinds County Economic Development Authority
P. O. Box 248, Jackson, MS 39205
tamika@selecthinds.com
(601) 353.6056

- i. Role: Identifying and prioritizing environmental hazards across the City and County
- ii. Co-ownership responsibilities: Integrating green-based tutelage in current workforce development engagements.

11. Project milestones.

- (1.) By February 1, 2024: a local partnership necessary to advance an application is formed.
- (2.) By April 30, 2024: partners have convened to design the work plan.
- (3.) By May 31, 2024: a federal application is developed and submitted.

24

OFFICE OF THE CITY CLERK
JAC
10/19/20

ORDER AUTHORIZING THE MAYOR TO ENTER INTO GRANT AGREEMENTS EXPENDING AN AMOUNT NOT TO EXCEED \$232,454 IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) CORONAVIRUS CARES ACT FUNDING TO PREPARE, PREVENT, AND RESPOND TO THE COVID-19 PANDEMIC TO VARIOUS MICRO ENTERPRISES IN THE CITY OF JACKSON. (ALL WARDS)

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

WHEREAS, the Community Development Block Grant (CDBG), Public Law 116-94, was enacted on December 20, 2019, providing assistance for low and moderate-income persons and special needs populations across the country; and

WHEREAS, the U. S. Department of Housing and Urban Development allocated CDBG funding for housing, community, and economic development activities; and

WHEREAS, on February 18, 2020, the Office of Housing and Community Development was notified of CDBG funding in the amount of one million eight hundred seventy-one thousand nine hundred eighty-two dollars (\$1,871,982.00); and

WHEREAS, the Coronavirus Aid Relief and Economic Security Act (“CARES Act”) (Public Law 116-136) was enacted on March 27, 2020, in response to the Coronavirus (COVID-19) Pandemic; and

WHEREAS, the U. S. Department of Housing and Urban Development allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

WHEREAS, on April 2, 2020, the Office of Housing and Community Development was notified of supplemental funding in the amount of one million one hundred one thousand two hundred twenty-five dollars (\$1,101,225.00) and on September 11, 2020, was awarded supplemental funding in the amount of one million four hundred sixty-seven thousand two hundred eighty-three dollars (\$1,467,283.00); and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development Division (OHCD) and Office of Economic Development (OED), recommends that the Mayor be authorized to use CDBG-CV CARES ACT funds to provide grants to microenterprises in the City of Jackson, expending CARES ACT funds in an amount not to exceed two hundred thirty-two thousand and four-hundred fifty-four dollars (\$232,454), in the

Agenda Item No. 24
1.3.2024
(Dotson, Lumumba)

City of Jackson, beginning December 19, 2023 through September 30, 2024; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to expend CDBG-CV CARES Act funds in amounts not to exceed two hundred thirty-two thousand and four-hundred fifty-four dollars (\$232,454) to provide grants for microenterprises in the City of Jackson, beginning December 19, 2023 through September 30, 2024.

Item No.: _____

Date: _____

By: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

Date: December 5, 2023

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO ENTER INTO GRANT AGREEMENTS EXPENDING AN AMOUNT NOT TO EXCEED \$232,454 IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) CORONAVIRUS CARES ACT FUNDING TO PREPARE, PREVENT, AND RESPOND TO THE COVID-19 PANDEMIC TO VARIOUS MICRO ENTERPRISES IN THE CITY OF JACKSON. (ALL WARDS)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	5. Economic Development
3.	Who will be affected	Eligible micro-enterprises in the City of Jackson
4.	Benefits	To provide CDBG-CV (CARES ACT) funding for eligible economic development activities.
5.	Schedule (beginning date)	November 1, 2023
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	All Wards
7.	Action implemented by: <input checked="" type="checkbox"/> City Department <input type="checkbox"/> Consultant	Office of Economic Development
8.	COST	\$232,454
9.	Source of Funding <input type="checkbox"/> General Fund <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other	CDBG-CV (CARES ACT) Funds Account # 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 ENTER INTO GRANT AGREEMENTS EXPENDING AN AMOUNT NOT TO EXCEED \$232,454 IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) CORONAVIRUS CARES ACT FUNDING TO PREPARE, PREVENT, AND RESPOND TO THE COVID-19 PANDEMIC TO VARIOUS MICRO ENTERPRISES IN THE CITY OF JACKSON. (ALL WARDS)

The Department of Planning and Development, through its Office of Housing and Community Development Division (OHCD) and Office of Economic Development (OED), recommends that the Mayor be authorized to use CDBG-CV CARES ACT funds to provide grants to microenterprises in the City of Jackson, expending CARES ACT funds in an amount not to exceed two hundred thirty-two thousand and four-hundred fifty-four dollars (\$232,454), in the City of Jackson, beginning November 1, 2023, through September 30, 2024.

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

Office of the City Attorney

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

ALL 12/12/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO ENTER INTO GRANT AGREEMENTS EXPENDING AN AMOUNT NOT TO EXCEED TWO HUNDRED AND THIRTY-TWO THOUSAND AND FOUR HUNDRED AND FIFTY-FOUR DOLLARS AND NO CENT (\$232,454.00) IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) CORONAVIRUS CARES ACT FUNDING TO PREPARE, PREVENT, AND RESPOND TO THE COVID-19 PANDEMIC TO VARIOUS MICRO ENTERPRISES IN THE CITY OF JACKSON (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



12/13/23
Date

SPECIAL MEETING OF THE CITY COUNCIL

TUESDAY, May 26, 2020 10:00 A.M.

135

WHEREAS, the Department of Planning and Development, through its Transit Division, desires to enter into an agreement for non-hazardous waste removal at its administrative and maintenance facility located at 1785 Highway 80 West, Jackson, Mississippi; and

WHEREAS, Pitres' Environmental Services, Inc. was the only respondent to the staff's March 5, 2020, request for quotes to provide the non-hazardous waste removal; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute the agreement and related documents with Pitres' Environmental Services, Inc. to provide the services for thirty-six (36) month commencing on June 1, 2020 through May 31, 2023; and

WHEREAS, the cost shall not exceed \$1.15 per gallon for Non-Hazardous Liquids, \$1.65 per gallon for Non-Hazardous Solids, and \$100.00 per Profile Application, which is covered by FTA funds and the City's local match; and

WHEREAS, an increase in price must be approved by the governing authorities; and

WHEREAS, this agreement will expire after thirty-six (36) months unless approval is granted by the governing authorities.

IT IS THEREFORE, ORDERED that the Mayor is authorized to execute the agreement with Pitres' Environmental Services, Inc. for non-hazardous waste removal at the JTRAN Administrative and Maintenance Facility for an amount not to exceed \$1.15 per gallon for Non-Hazardous Liquids, \$1.65 per gallon for Non-Hazardous Solids, and \$100.00 per Profile Application through May 31, 2023.

IT IS FURTHER ORDERED that the services shall be paid for using Federal Transit Administration (FTA) grant funds at 80% and local match from General Fund at 20% to the Office of Transportation

Council Member Tillman moved adoption; President Lindsay seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

ORDER AUTHORIZING NOTICING THE PUBLIC THAT THE CITY OF JACKSON IS CONSIDERING AMENDMENT NUMBER 2 TO ITS 2015-2019 FIVE YEAR (5-YEAR) CONSOLIDATED PLAN, AMENDMENT NUMBER 1 TO ITS 2019 ONE-YEAR ACTION PLAN OF THE CONSOLIDATED PLAN, AND AMENDMENT TO THE CITIZEN PARTICIPATION PLAN; AND UNLESS THERE ARE OBJECTIONS DURING THE COMMENT PERIOD, AUTHORIZING THE ADOPTION OF THE AMENDMENT.

WHEREAS, on August 11, 2015, found at Minute Book 6-H, Page 550, the Mayor was authorized to submit the City of Jackson's 2015 - 2019 Five Year Consolidated Plan to the U. S. Department of Housing and Urban Development; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") (Public Law 116-136) was enacted on March 27, 2020 in response to the Coronavirus (COVID-19) Pandemic; and

WHEREAS, the U. S. Department of Housing and Urban Development allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

WHEREAS, on April 2, 2020, the Office of Housing and Community Development was notified of supplemental funding in the following amounts: \$1,101,225 - Community Development Block Grant (CDBG), \$208,689 - Housing Opportunities for Persons with AIDS (HOPWA), and \$575,228 - Emergency Solutions Grants (ESG) funds; and

SPECIAL MEETING OF THE CITY COUNCIL

TUESDAY, May 26, 2020 10:00 A.M.

136

WHEREAS, federal regulations require amendments to a jurisdiction's 5-year Consolidated and One-year Action Plans in order to utilize increases in funding and to establish new projects and programs; and

WHEREAS, the federal regulations found at 24 CFR 91.105 require the jurisdiction to adopt a citizen participation plan that sets forth the jurisdiction's policies and procedures for citizen participation; and

WHEREAS, in response to COVID-19, the federal government is allowing certain waivers to several federal requirements; and

WHEREAS, it is necessary to amend the Citizen Participation Plan to allow for the exceptions provided in the waivers to permit a minimum 5-day comment period on Substantial Amendments to Consolidated and Annual Action Plans during the Coronavirus Pandemic. The waivers also allow for virtual public hearings to comply with restrictions on large gatherings of more than 10 people.

IT IS, THEREFORE, ORDERED that notice be given to the public that the City of Jackson is considering Amendment Number 2 to its 2015-2019 Five Year (5 YR) Consolidated Plan and Amendment Number 1 to the 2019 One-Year Action Plan of the Consolidated Plan by:

Increasing available funding to include CARES Act funding awarded to the City of Jackson; and, including projects to expend the CARES Act funding in preparing, preventing and responding to the Coronavirus.

IT IS FURTHER ORDERED that at the conclusion of the public comment period, unless there are objections from the general public, that the amendment to the 2015 – 2019 Consolidated and the 2019 Annual Action Plan, along with amendments to the Citizen Participation Plan will be considered adopted. However, if there are objections from the public, these objections will be presented to the governing authorities for consideration prior to the adoption of the

President Lindsay moved adoption; Council Member Tillman seconded.

Yeas- Banks, Foote, Lindsay, Priestler, Stamps and Tillman.

Nays- None.

Absent- Stokes.

ORDER AUTHORIZING MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH XEROX CORPORATION TO BE USED BY THE OFFICE OF THE CITY ATTORNEY AND THE OFFICE OF THE CITY PROSECUTOR.

WHEREAS, on March 28, 2017, the Jackson City Council approved an Order authorizing the Mayor to execute a 36-month copier rental agreement with Xerox Corporation for two (2) W7970, and one (1) 7855PT copiers for the Office of the City Attorney and the Office of the City Prosecutor; and

WHEREAS, the contract with XEROX expired in March, 2020; and

WHEREAS, the Office of the City Attorney and City Prosecutor desires to enter into a 36-month rental agreement of three (3) copy machines: two XEROX C8070H and one C8045H; and

WHEREAS, Xerox Corporation, at 2627 Ridgewood Road, Jackson, Mississippi provides through State Contract No. 072788800, two XEROX C8070H (Office of the City Attorney) and one C8045H (Office of the City Prosecutor).

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute necessary documents with Xero providing for a 36-month rental of three (3) rental copiers: two XEROX C8070H (Office of the City Attorney) at a combined total of \$436.52 and one C8045H (Office of the City Prosecutor) at a cost of \$192.14 per month to include service and supplies, except paper and staples.



ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-3000

September 11, 2020

The Honorable Chokwe Lumumba
Mayor of Jackson
P.O. Box 17
Jackson, MS 39205

Dear Mayor Lumumba:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department immediately allocated \$2 billion on March 27, 2020, the same day President Trump signed the Act, based on the fiscal year 2020 CDBG formula; this constituted the first round of CDBG-CV funds. Next, \$1 billion was required by the Act to be allocated to States and insular areas within 45 days of enactment of the Act; HUD accomplished this on May 11, 2020, and this constituted the second round of CDBG-CV funds. Finally, the remaining \$2 billion in CDBG-CV funds was required by the Act to be allocated to states and local governments at the discretion of the Secretary on a rolling basis; HUD accomplished this on September 11, 2020, and this constituted the third round of CDBG-CV funds. Additionally, up to \$10 million will be set aside for technical assistance.

Accordingly, this letter informs you that your jurisdiction's allocation for the third round is \$1,467,283. Your cumulative amount for all allocation rounds is \$2,568,508.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2019 and FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the HUD Secretary to grant waivers and alternative requirements of statutes and regulations the HUD Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent,

prepare for, and respond to coronavirus.

The CDBG CARES Act Federal Register Notice (FR-6218-N-01) was released on August 10, 2020. The notice describes the allocations and grant procedures applicable to the CDBG-CV grants. It also describes the program flexibilities, waivers, and alternative requirements that apply to the CDBG-CV grants as well as the fiscal year 2019 and 2020 CDBG grants. As further such flexibilities become available, they will be posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and the requirement that each grantee have adequate procedures to prevent the duplication of benefits (DOB). HUD will provide guidance and technical assistance on DOB, the prevention of fraud, waste, and abuse, and on documenting the impact of this program for beneficiaries.

Reminder, all CPD Grantees must ensure they maintain active Dun and Bradstreet Numbering System (DUNS) numbers in the System for Award Management (SAM) system. Entities must have an active and unexpired DUNS before execution of grant agreements to avoid delays in the obligation of funds- which will delay your ability to drawdown funds in the Integrated Disbursement & Information System (IDIS). Grantees are required to maintain an active SAMs registration by re-activating their DUNS number annually in the SAM system for the entire drawdown period of their grants. DUNS numbers can be registered and renewed each year at the following website: <https://www.sam.gov/SAM/>.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,



John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development



U. S. Department of Housing and Urban Development

Jackson Field Office, Southeast / Caribbean
Dr. A. H. McCoy Federal Building, Room 910
100 West Capital Street
Jackson, Mississippi 39269-1096

November 30, 2021

Valerie Tucker, Interim Deputy Director
City of Jackson
Office of Housing and Community Development
218 S. President Street
Jackson, MS 39201

Dear Ms. Tucker:

SUBJECT: CARES Act Award Transmittal

The Jackson Field Office would like to thank you for your continued diligence in responding to the coronavirus crisis. The Coronavirus Aid, Relief and Economic Security (CARES) Act provides funding to enable your community to prevent, prepare for, and respond to coronavirus through providing quality subsidized housing and expanding economic opportunities for low-and moderate-income persons through Department of Housing and Urban Development (HUD) programs.

Your community has been awarded CARES Act funding as noted below. You will need to execute a grant agreement amendment for any subsequent rounds of funding in addition to the original grant agreement for Round 1 program funds.

One grant agreement or grant agreement amendment, as applicable, is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG-CV) Round 3 \$2,568,508

Transmittal of a grant agreement or grant agreement amendment does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as the grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement.

CARES Act Provisions

The CARES Act awards follow the existing regulations for each program, with additional flexibilities and suspensions that have been provided by HUD as well as those that will be outlined in forthcoming applicable program Notices. Access the current waiver memoranda on HUD.gov here: https://www.hud.gov/program_offices/comm_planning. The Federal Register Notices for each program are posted on the HUD website as listed below:

- CDBG-CV Notice: https://www.hud.gov/sites/dfiles/CPD/documents/CDBG-CV_Note_Federal_Register_Publication_2020-08.pdf

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all
www.hud.gov espanol.hud.gov

Administrative Guidelines

- Electronic signatures and email transmission are approved for the following:
- Grant agreements
 - Grant agreement amendments
 - IDIS Online Access Request Form (HUD 27055)
 - Request for Release of Funds
 - Direct Deposit Sign-Up form (SF-1199A)


The Chief Elected Official and/or designee should execute two (2) copies of each attached grant agreement or grant agreement amendment, as applicable. To establish a Line of Credit for the supplemental CARES Act funds, it will be necessary for your agency to sign, execute and return one (1) copy of each Grant Agreement. Electronic signature and email submission of the agreement to the field office is approved. Return one (1) copy of each agreement or amendment to this office to the attention of Donnetta McAdoo, Director, Community Planning and Development. Please ensure the signatory signs the CDBG-CV grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG-CV Funding Approval/Agreement should not be electronically signed in box 12c. Maintain a copy of each agreement with the original signature on site in your program files.

If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055), which can be signed and notarized electronically. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed electronically by your financial institution and returned to this office by email with a copy of a voided check.

You are reminded that these grants are subject to the provisions of 24 CFR Part 58 Environmental Review Procedures unless requirements are waived through the CARES Act. Funds for covered activities may not be obligated or expended until HUD has approved the release of funds. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required. Updated procedures are available at <https://www.hudexchange.info/news/office-of-environment-and-energy-guidance-in-response-to-covid-19/>.

Thank you for your efforts in supporting community needs in order to prevent, prepare for and respond to coronavirus, and we are available to assist you in accomplishing your programs goals. If you have any questions or need further information or assistance, please contact Dana Jones, Sr. CPD Representative at dana.t.jones@hud.gov.

Sincerely,


Donnetta McAdoo, Director
Office of Community Planning and
Development

Enclosures

Funding Approval/Agreement
 Title I of the Housing and Community
 Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in Item 5 of Standard Form 424) Jackson	3a. Grantee's 9-digit Tax ID Number 646000903	3b. Grantee's 9-digit DUNS Number 199732731
2. Grantee's Complete Address (as shown in Item 5 of Standard Form 424) 200 S President St Jackson, MS 39201-4307	4. Date use of funds may begin (mm/dd/yyyy) 11/30/2021	5a. Project/Grant No. 1 B-20-MW-28-0003
	5b. Project/Grant No. 2	6a. Amount Approved \$2,568,508
		6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(a) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Donnetta Meadlo	Grantee Name (Contractual Organization) Jackson (Jackson(City Of))
Title CPD Director	Title
Signature 	Signature
Date (mm/dd/yyyy) 11/30/2021	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 08/11/2021 9b. Date Grantee Notified (mm/dd/yyyy) 11/30/2021 9c. Date of Start of Program Year (10/01/2020)	10. Check one <input type="checkbox"/> a. Orig. Funding Approval <input checked="" type="checkbox"/> b. Amendment Amendment Number
11. Amount of Community Development Block Grant		FY (2020)	
a. Funds Reserved for this Grantee		\$2,568,508	
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved
N/A

Loan Guarantee Acceptance Provisions for Designated Agencies:
 The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12b. Name and complete Address of Public Agency Jackson(City Of) 200 S President St Jackson, MS 39201-4307	12c. Name of Authorized Official for Designated Public Agency Chakula A. Lumsden
Title Mayor	Signature

HUD Accounting use Only

Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	193										
	176										
			Y				Project Number		Amount		
			Y				Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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Additional CDBG-CV Requirements

In addition to the terms and conditions in the Funding Approval/Agreement, the following requirements apply to Grantees receiving CDBG-CV funds in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Pub. L. 116-136).

- 1) The Grantee agrees to comply with the requirements in the CARES Act that apply to CDBG-CV grants and must use the CDBG-CV grant funds to prevent, prepare for and respond to coronavirus.**
- 2) The grantee agrees to comply with the requirements of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.) and implementing regulations at 24 CFR part 570, as now in effect and as may be amended from time to time, and as modified by the rules, waivers and alternative requirements published by HUD from time to time. Rules, waivers and alternative requirements of Federal Register notices applicable to CDBG-CV grants are hereby incorporated into and made a part of the grant agreement.**
- 3) The Grantee may use CDBG-CV funds as reimbursement for previously incurred costs, provided that those costs are allowable and consistent with the CARES Act's purpose to prevent, prepare for and respond to coronavirus.**
- 4) The grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442).**
- 5) The period of performance for the funding assistance specified in the Funding Approval/Agreement ("Funding Assistance") shall be six years. It shall begin on the date specified in item 4 in the Funding Approval/Agreement and shall end six years later, on the month and day specified in item 4. The Grantee shall not incur any obligations to be paid with the Funding Assistance after this period of performance.**
- 6) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Funding Approval/Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Funding Approval/Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.**

Administering <u>Department/Agency</u>	<u>Indirect cost rate</u>	Direct <u>Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 5200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- 7) In addition to the conditions contained in the Funding Approval/Agreement (form HUD 7082), the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- 8) The grantee shall ensure that no CDBG-CV funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- 9) The Grantee or unit of general local government that directly or indirectly receives CDBG-CV funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- 10) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- 11) CDBG-CV funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - This condition is included as requirement on the use of fiscal year 2020 CDBG funds by the Community Development Fund heading, Department of Housing and Urban Development Appropriations Act, 2020, Public Law 116-94, and is made applicable to this grant by the CARES Act).

Microenterprise Grant Agreement

THIS AGREEMENT entered into on _____, 2023 by and between the **City of Jackson, Mississippi**, (hereinafter referred to as the “Grantor”) and _____ (hereinafter referred to as the “Grantee”), a _____ (form of business structure) authorized to do business in the State of Mississippi, having its principal offices at _____.

WITNESSETH:

WHEREAS, the Grantor has applied for and received funds from the United States Department of Housing and Urban Development (hereinafter referred to as HUD) for the execution and implementation of the Community Development Block Grant COVID-19 Program (CDBG-CV) pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act);

WHEREAS, the Grantor, in accordance with its Consolidated Plan, Annual Action Plan, and Small Business Grant Program Procedures, desires to provide CDBG-CV funds to Small Business Enterprises (SBEs) who are suffering financially as a result of the COVID-19 pandemic;

WHEREAS, the Grantee has submitted to the Grantor an application for a grant for the reimbursement of expenses related to maintaining operations in response to a detrimental financial impact experienced due to the COVID-19 pandemic;

WHEREAS, the Grantor has determined that the expenses meet the conditions of the federal regulations governing Community Development Block Grant programs as well as the conditions set forth in the Grantor’s Small Business Grant Procedures Manual description and desires to assist the Grantee;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, it is agreed as follows:

PART I DEFINITION AND PURPOSE

A. DEFINITIONS

- 1) “GRANTOR” means CITY OF JACKSON, MISSISSIPPI - GOVERNMENT
- 2) “GRANTEE” means MICROENTERPRISES
- 3) “HUD” means the Secretary of the U.S. Department of Housing and Urban Development or a person authorized to act on its behalf.
- 4) “CDBG” means the Community Development Block Grant Program
- 5) “CDBG-CV” means the Community Development Block Grant Coronavirus Aid, Relief, and Economic Security Act, also known as the “CARES Act”, established in response to the economic fallout of the COVID-19 pandemic.

- 6) Full-Time Equivalents (FTEs) means an employee working at least 40 hours weekly; or two part-time employees.
- 7) National Objective means the HUD-approved objective for developing viable communities by expanding economic opportunities primarily for persons in low- to moderate-income areas.
- 8) "LMI" means low- to moderate-income.
- 9) "LMA" means low- to moderate area benefit for activities that benefit a residential neighborhood, benefiting all residents in a particular area, where at least 51 percent of the residents are LMI persons.
- 10) "LMC" means a limited clientele category where 51 percent of the beneficiaries of an activity have to be LMI persons.
- 11) "LMJ" means job creation and retention LMI benefit addresses activities designed to create or retain permanent jobs, at least 51 percent of which (computed on a full-time equivalent basis) will be made available to or held by LMI persons.

B. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Grantee will implement the Scope of Services set forth within this Agreement. Financial assistance provided under this Agreement will help businesses survive this health crisis. The Community Development Block Grant National Objective of assistance to low-to-moderate-income (LMI) persons will be achieved as grants to expand economic opportunities within a Community Development Block Grant National Objective that benefits low- moderate-income persons in low- moderate-income areas. Consistent therewith, the above-stated Whereas Clauses are restated, adopted, and made a part hereof.

PART II SCOPE OF SERVICES, ELIGIBLE ACTIVITIES, AND NATIONAL OBJECTIVE

A. SCOPE OF SERVICES

The Grantee income shall, in a satisfactory and proper manner as determined by GRANTOR, perform the tasks outlined in Exhibit "A" (attached hereto and made a part hereof).

B. ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The project is being carried out as assistance provided to a private, for-profit business under 24 CFR Part 570.203 "Special economic development activities." Grant proceeds can be used for the following purposes:

- Reimbursement for up to 12 months' expenses related to maintaining operations, including internal or external repairs and renovations, of a microenterprise experiencing a negative financial impact due to the COVID-19 pandemic.
- Reimbursement for up to twelve (12) months of rent or mortgage payment. Applicants must not be delinquent on rent.

- Staff Salaries (Payroll) for the business.
- Utilities for the business (Electricity, Natural Gas, and Water/Sewer)
- Real Property Taxes
- Commercial Liability Insurance (Structural)

The maximum request is limited to \$30,000, and the minimum is limited to \$1,000.

The CDBG National Objective of assistance to low-to-moderate income (LMI) persons will be achieved as grants to businesses that meet the Low Mod Area (LMA), Low Mod Clientele (LMC), or Low Mod Jobs (LMJ) criteria in accordance with HUD-provided guidelines.

PART III GRANT TERMS, TIME OF PERFORMANCE, DISBURSEMENT, CONDITIONS OF FUNDING, AND DEFAULT

A. GRANT AMOUNT

The Grantor agrees to grant on a reimbursement basis to the Grantee the amount of _____ (the "Grant") of CDBG-CV funds for payment of eligible costs associated with the Project, as outlined in the Scope of Services, Exhibit "A." In no event shall the total disbursement exceed the maximum and total authorized Grant amount.

TIME OF PERFORMANCE

The effective date of this Agreement and all the rights and duties designated hereunder are contingent upon the timely release of funds for this Project under the grant agreement between HUD and the Grantor. The effective date of expenditures incurred shall be January 1, 2022, and remain in full force and effective through December 31, 2023. Only expenditures incurred during the program period will be considered for reimbursement. Invoices will not be honored that pre-date/post-date the effective dates above.

Businesses meeting the LMJ National Objective must adhere to the following time performance guidelines:

- a. The effective date for job retention shall be the date of this Agreement and remain in full force and effect for three months. The Grantee must provide the Grantor with proof of at least one full-time equivalent (FTE) job retained during this period. The person who retains the job must be a low-moderate-income person. For purposes of this Agreement, the person who retains the job will be considered income qualified if the salary paid for this full-time equivalent job does not exceed \$16,640 annually, the income limit for a single-person household.
- b. For jobs that pay more than the income limit for a single-person household, and if the job retained is held by a low to moderate-income person, the Grantee must provide income information for the employee's household. The annual household income must be less than the 80 percent income limit for the Jackson, Mississippi MSA.

- c. The Grantee must complete an Initial Payroll Report provided by the Grantor for their employees as of the date of this Grant Agreement. At the end of the three months, the Grantee must submit a payroll report for their employees that shows three months of payroll.

B. DISBURSEMENT OF GRANT FUNDS

Grant funds shall be reimbursed to the Grantee for all costs permitted by Federal and Grantor guidelines. In no event shall the Grantor provide advance funding to the Grantee hereunder.

The Grantee shall submit to the Grantor a request for reimbursement form accompanied by an invoice attached hereto and made a part hereof and supporting documentation for each eligible cost to be uploaded as a required document into the online portal.

Invoices received from the Grantee pursuant to this Agreement shall be in a form acceptable to Grantor and reviewed and subject to approval by Grantor to verify that the funds have been expended in conformity with the Agreement. As part of the review process, Grantor reserves the right to request reasonable documentation as determined by Grantor, which shall be provided by Grantee as a prior condition of disbursement.

Upon grant approval, Grantor will process for payment of the approved amount. Invoices will normally be paid within forty-five (45) days following GRANTOR'S final approval.

C. CONDITIONS OF GRANT

The obligation of the Grantor to disburse Grant proceeds under this Agreement is subject to the following:

- 1) That the Grantee has the full power and authority to execute, deliver and perform the Grant Program Agreement and to enter into and carry out the transactions contemplated thereby. Such execution, delivery, and performance do not, and will not, violate any provision of law applicable to the Grantee and will not conflict with or result in a default under any agreement or instrument to which the Grantee is a party to or by which it or any of its property or assets is or may be bound. All of the documents necessary to document this transaction have, by proper action, been duly authorized, executed, and delivered, and all necessary actions have been taken to constitute the Grant Program Agreement valid and binding obligations of the Grantee.
- 2) That the representations and warranties of the Grantee are correct and that the Grantee agrees to immediately refund to the Grantor all monies paid to it under the Program if it is determined by the Grantor that any material misrepresentation was made by or on behalf of the Grantee which would have rendered the Grantee ineligible to receive the grant.
- 3) That the Grantee shall implement this Agreement in accordance with the applicable Federal, State, and local laws, ordinances, and codes, and amendments and additions thereto as may from time to time be made. The Federal, State, and local laws, ordinances, and codes are minimal regulations that may be supplemented by more restrictive guidelines set forth by Grantor.

- 4) That there are no actions, suits, or proceedings pending or threatened against or affecting the Grantee, if adversely determined, would individually or in the aggregate materially impair the ability of the Grantee to perform any of its obligations under the Grant Program Agreement or adversely affect the financial condition of the Grantee. Grantee must notify within seven (7) business days of any such actions, suits, or proceedings pending or threatened against or affecting the Grantee.
- 5) That the Grantee is not in default under any of the Grant Program Agreement or the payment of any indebtedness for borrowed money or under any agreement or instrument evidencing any such indebtedness, and in no event has occurred which by notice, or passage of time or otherwise would constitute any such event of default.
- 6) That the Grantee shall abide by the stipulations, conditions, and covenants of this Agreement and shall duly pay all rent, taxes, assessments, insurance premiums, and other liabilities.
- 7) That the Grant funds shall only be used for the reimbursement of eligible costs as described in "Part I" of this Agreement. Grantee shall maintain such records as are necessary and convenient for the Grantor to verify that the use of the grant is in accordance with this Agreement.
- 8) That the Grantee shall obtain and provide to the Grantor a valid DUNS (Data Universal Numbering System) number from Dun and Bradstreet, as required by the United States Office of Management and Budget prior to executing this Agreement.
- 9) That the Grantee shall provide to the Grantor a valid completed vendor application & W9 form.
- 10) That disbursement will be contingent upon receipt of complete and accurate invoices and supporting documentation pursuant to the Agreement.
- 11) That the Grantee shall comply with all requirements imposed on the Grantor under its CDBGCV Agreement including, without limitation, the requirements of 24 CFR Part 570 and the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).
- 12) That the Grantee shall give prompt notice in writing to the Grantor of any adverse development, legal, financial, or otherwise, which would materially affect its business, properties, or affairs or the ability of the Grantee to perform its obligations under this Agreement. Grantee must notify Grantor within seven (7) working days of any such adverse development.
- 13) That the Grantee shall not change the general character of its business as conducted or conceived of at the date hereof, engage in any type of business not reasonably related to its business as normally conducted, or relocate the business outside the approved program Jackson area.

- 14) That the business certifies that disbursements from this grant will not duplicate any funding from Federal programs (PPP, EIDL, SBA, etc.), State of Mississippi programs, or any other COVID-19-related funding programs.

D. DEFAULT

Each of the following shall be an “Event of Default”:

- 1) Any representation or warranty made by the Grantee in the application herein or any other Grant Program Agreement or connection herewith shall prove incorrect in any material respect when made.
- 2) Grantee fails to maintain a business or services that were described in the application.
- 3) Grantee fails to maintain all required documents current that was initially submitted at the time of application and approved by the Grantor.
- 4) Grantee ceases to operate the business before the end of the Grant term.
- 5) Grantee fails to perform or observe any other terms or conditions contained in this Agreement.
- 6) Grantee fails to abide by program rules and regulations.
- 7) An unremedied adverse change in financial condition, organization, management, operation, or assets of Grantee which would warrant withholding or not making any further disbursements.
- 8) Grantee fails to notify the Grantor of adverse changes or impending litigation within the time specified in III.C.4.

E. REMEDIES FOR DEFAULT OF THE GRANT

In the event of a Default by the Grantee, the Grantor may at any time thereafter terminate this Agreement. In such event, the Grantor will declare the grant immediately due and payable, at which time all sums paid to the Grantee shall immediately become due and payable. Grantor shall promptly advise Grantee in writing of the acceleration under this paragraph, but failure to do so shall not impair the effect of such declaration.

PART IV GENERAL CONDITIONS

A. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

In carrying out the project, the Grantee shall not discriminate based on race, color, disability, national origin, religion, familial status, or sex, exclude any person from the benefits of or subject any persons to discrimination under any activity carried out by the performance of this Agreement.

B. EVALUATION AND MONITORING

The Grantee agrees that Grantor will carry out periodic monitoring and evaluation activities, as determined necessary by Grantor, during the term of this Agreement. Upon Grantor request, the Grantee agrees to furnish and make copies of such records and information as is determined necessary by Grantor. Additionally, the Grantee shall submit the information required by GRANTOR and HUD to enable Grantor to evaluate said progress and to enable GRANTOR to complete reports required by HUD. The Grantee shall allow Grantor and HUD to monitor the Grantee on site. Such site visits may be scheduled or unscheduled as determined by GRANTOR or HUD.

C. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the Grantor, City of Jackson, HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Grantee to Grantor, the Grantor, HUD, or the Comptroller General of the United States for examination all its records with respect to all matters covered by the Agreement.

D. INDEMNIFICATION

The Grantee shall protect, defend, reimburse, indemnify, and hold the Grantor, its agents, employee, and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind of character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during the performance of the terms of this Agreement or due to the acts or omissions of the Grantee. The Grantee's aforesaid indemnity and hold harmless obligation, or portion of applications thereof shall apply to the fullest extent permitted by law. The Grantee further agrees to hold the Grantor harmless and will indemnify the Grantor for any funds which the Grantor is obligated to refund the Federal Government arising out of the conduct, any activities, and administration of the Grantee.

E. INSURANCE REQUIREMENT

The Grantee must carry liability and property insurance. If, for any reason, Grantee defaults on insurance payments, Grantor must be notified within three (3) working days. Grantee must maintain insurance throughout the duration of the Grant term if not all funds are immediately due and payable in accordance with the termination for cause section.

F. CONFLICT OF INTEREST

The Grantee covenants that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, which would conflict with any manner or degree with the performance of this Agreement and that no person having any conflict of interest will be employed by or subcontracted by the Grantee. Any possible conflict of interest on the part of the Grantee or its employees shall be disclosed in writing to Grantor.

G. TERMINATION

The Grantor may terminate this Agreement at any time for cause or convenience upon written notice to the Grantee. In the event of early termination, the Grantee shall not be relieved of liability to the Grantor for damages sustained by the Grantor by virtue of any breach of the Agreement by the Grantee, and the Grantor may withhold any payment to the Grantee for set-off purposes until such time as the exact amount of damages due to the Grantor from the Grantee is determined.

1) TERMINATION FOR CAUSE

If, through any cause, Grantee shall fail to fulfill in the timely and proper manner its obligations under this Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Grantor shall thereupon have the right to terminate this Agreement early or suspend payments, in whole or part, by giving written notice of such termination or suspension of payments and specifying the effective date of the termination or suspension. The Grantee shall repay the full value of the Grant, unless otherwise specified by Grantor, within thirty (30) days of receiving the termination notice from the Grantor.

2) TERMINATION DUE TO CESSATION

In the event the grant to the Grantor under Title I of the Housing and Community Development Act of 1974 (as amended) and the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) is suspended or terminated, the Agreement shall be suspended or terminated effective on the date HUD specifies.

In the event the business ceases to exist or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the Grantor specifies. The determination that the Grantee has ceased or suspended the operation of its business shall be made solely by the Grantor, and the Grantee, its successors, or assigns in interest agrees to be bound by the Grantor's determination. The Grantee shall repay the full value of the grant, unless otherwise specified by Grantor, within thirty (30) days of receiving the termination notice from the Grantor.

3) TERMINATION FOR CONVENIENCE OF THE GRANTOR

The Grantor may terminate this Agreement at any time by giving at least ten (10) working days' notice in writing from the Grantor to the Grantee. If this Agreement is terminated early by the Grantor as provided herein, the Grantee will be reimbursed for allowable expenses until the effective date of the termination.

4) TERMINATION FOR CONVENIENCE OF THE GRANTEE

The Grantee may terminate this Agreement at any time by giving at least ten (10) working days prior written notice to Grantor. If the Grantee has received funds through this Agreement, the Grantee shall return all funds to the Grantor prior to the termination of this Agreement.

H. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

AMENDMENTS

The Grantor may, at its discretion, amend this Agreement to conform to changes in Federal, State, local, or HUD guidelines, directives, and objectives. Such Amendments shall be incorporated by

written amendment as part of this Agreement.

I. NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery, electronic mail, or other delivery service requiring signed acceptance. Such notice shall be deemed given on the day on which it personally served, if by mail, on the day of actual receipt, or by electronic mail, on the day it was sent. Grantees are required to check emails regularly. If sent to the Grantor, notices shall be addressed to:

Mailing Address:
City of Jackson
Department of Planning & Development
Office of Economic Development
200 S President St, Ste 223
Jackson, MS 39213

If sent to the Grantee, notices shall be addressed to:

Name of Owner Business Name

Address

J. NO FORFEITURE

The rights of the Grantor under this Agreement shall be cumulative, and failure on the part of the Grantor to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

K. ENTIRETY OF CONTRACTUAL AGREEMENT

The Grantor and Grantee agree that this Agreement sets forth the entire Agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions in this Agreement may be added to, modified, superseded, or otherwise altered except by a written instrument executed by the parties hereto.

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitute the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

L. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

M. NON ASSIGNABILITY

Neither party shall assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the other party.

N. ATTORNEY'S FEES

Should Grantor successfully bring any manner of legal action against Grantee, or successfully defend against any suit brought by Grantee, arising out of or in connection with this Agreement, Grantee agrees to pay all reasonable attorneys' fees as well as costs incurred by Grantor in bringing or defending such an action, through and including all appeals.

O. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

P. LEGAL COUNSEL

Grantee is encouraged to seek the advice of Grantee's legal counsel prior to entering into this Agreement.

Q. PUBLIC DISCLOSURE

Information provided by the Grantee may be subject to public disclosure.

F. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and venue for any action shall be in Jackson, Mississippi.

Failure to comply with the above-mentioned Conditions and Assurances or breach of any terms of the Grant Agreement, violation of the policies and procedures governing the CARES ACT: Economic Development Component, or violation of any and all applicable federal and state laws and regulations will result in the termination of the Contract and the demand for repayment of any grant funds.

IN WITNESS WHEREOF, this Contract is executed by the Parties hereto on this the ____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
MAYOR

ATTEST:

BY: _____
City Clerk

BUSINESS:

BY: _____
OWNER

WITNESSES:

BY: _____

WITNESS

BY: _____
WITNESS

EXHIBIT "A" SCOPE OF SERVICES

SCOPE OF SERVICES

The Grantee income shall, in a satisfactory and proper manner as determined by GRANTOR, perform the tasks outlined in Exhibit "A" (attached hereto and made a part hereof).

ELIGIBLE ACTIVITIES

The project is being carried out as assistance provided to a private, for-profit business under 24 CFR Part 570.203 "Special economic development activities." Grant proceeds can be used for the following purposes:

- Reimbursement for up to 12 months' expenses related to maintaining operations, including internal or external repairs and renovations, of a microenterprise experiencing a negative financial impact due to the COVID-19 pandemic.
- Reimbursement for up to twelve (12) months of rent or mortgage payment. Applicants must not be delinquent on rent.
- Staff Salaries (Payroll) for the business.
- Utilities for the business (Electricity, Natural Gas, and Water/Sewer)
- Real Property Taxes
- Commercial Liability Insurance (Structural)

The maximum request is limited to \$20,000, and the minimum is limited to \$1,000.

NATIONAL OBJECTIVE

The CDBG National Objective of assistance to low-to-moderate income (LMI) persons will be achieved as grants to businesses that meet the Low Mod Area (LMA), Low Mod Clientele (LMC), or Low Mod Jobs (LMJ) criteria in accordance with HUD-provided guidelines.

EXHIBIT "B"

**INVOICE COVER SHEET FOR PROGRAM PARTICIPANTS OF THE
MICROENTERPRISE GRANT PROGRAM**

Program Participant Business Name: _____

Invoice period from January 1, 2022, to December 31, 2023

Category of Requested Item	Amount Requested

Total Amount Approved:
Total Amount of First Check:

Submitted by Business Representative: _____ Date: _____

Total Amount Requested:

25

OFFICE OF THE CITY CLERK
12/12/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE OPTIONAL TWO-YEAR RENEWAL WITH MISSISSIPPI YARD BARBER FOR LANDSCAPING AND GROUND MAINTENANCE OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION FACILITIES

WHEREAS, on November 10, 2020, the governing authorities authorized the Mayor to execute the agreement with Mississippi Yard Barber to provide landscaping and ground maintenance of the City of Jackson's Public Transportation Facilities; and

WHEREAS, the action of November 10, 2020, related to the extension is recorded in Minute Book 6S, Page 176; and

WHEREAS, Mississippi Yard Barber has provided a written proposal of the extension of terms of said agreement pursuant to Item#6 of the Master Purchase Agreement for an extension beginning January 1, 2024 through December 31, 2025; and

WHEREAS, the Scope of Work is defined in Exhibit A of the Master Purchase Agreement; and

WHEREAS, the Department of Planning and Development, Transit Division, is recommending that the governing authorities authorize the Mayor to execute Extension to the Agreement with Mississippi Yard Barber to provide landscaping and ground maintenance of the City of Jackson's Public Transportation Facilities beginning January 1, 2024 through December 31, 2025 at a cost not to exceed two hundred fifty-five thousand dollars (\$255,000.00); and

WHEREAS, the Federal Transit Administration will provide two hundred four thousand dollars (\$204,000.00) or eighty percent (80%) to fund the procurement described, with a local match from FY2024 and FY2025 of fifty-one thousand dollars (\$51,000.00) or twenty percent (20%).

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the optional two-year renewal with Mississippi Yard Barber to provide landscaping and ground maintenance of the City of Jackson's Public Transportation Facilities beginning January 1, 2024 through December 31, 2025 at a cost not to exceed two hundred fifty-five thousand dollars (\$255,000.00) with two hundred four thousand dollars (\$204,000.00) or eighty percent (80%) funded by FTA and a local match from FY2024 and FY2025 of fifty-one thousand dollars (\$51,000.00) or twenty percent (20%).


Agenda Item No. 25
1.3.2024
(Dotson, Lumumba)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 12/19/2023

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE OPTIONAL TWO-YEAR RENEWAL WITH MISSISSIPPI YARD BARBER FOR LANDSCAPING AND GROUND MAINTENANCE OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION FACILITIES
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	6. Infrastructure & Transportation.
3.	Who will be affected	Residents and visitors of JAMF
4.	Benefits	Residents and visitors of JAMF
5.	Schedule (beginning date)	January 1, 2024
6.	Location:	Department of Planning & Development/Office of Transportation/All wards
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation
8.	COST	\$255,000.00 FY2024: \$127,500.00 FY2025: \$127,500.00
9.	Source of Funding General Fund <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond Other	187.565.50.6461 Grant(80%): \$204,000.00 General Fund(20%): \$51,000.00
10.	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A <u>X</u> AABE ___% WAIVER yes ___ no ___ N/A <u>X</u> WBE ___% WAIVER yes ___ no ___ N/A <u>X</u> HBE ___% WAIVER yes ___ no ___ N/A <u>X</u> NABE ___% WAIVER yes ___ no ___ N/A <u>X</u>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Chloe Dotson, Director
Department of Planning & Development 

FROM: Christine Welch, Deputy Director
Office of Transportation 

DATE: November 30, 2023

RE: Agenda Item for December 19, 2023 City Council Meeting

The attached agenda item authorizes the Mayor to extend the Agreement with Mississippi Yard Barber to provide landscaping and ground maintenance of the City of Jackson's Public Transportation Facilities beginning January 1, 2024 through December 31, 2025 at a cost not to exceed two hundred fifty-five thousand dollars (\$255,000.00) with two hundred four thousand dollars (\$204,000.00) or eighty percent (80%) funded by FTA and a local match from FY2024 and FY2025 of fifty-one thousand dollars (\$51,000.00) or twenty percent (20%).

A city council authorization order approved on November 10, 2023 and attached for reference. It is respectfully requested that this contract addendum be executed.

It is the recommendation of this department that this contract addendum be approved. If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail cwelch@city.jackson.ms.us.

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
12/27/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH MISSISSIPPI YARD BARBER FOR LANDSCAPING AND GROUND MAINTENANCE OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION FACILITIES** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

12/27/23

Date

Kristie Metcalfe, *Deputy City Attorney*



**CITY OF JACKSON
EXTENSION OF CONTRACT AGREEMENT**

City of Jackson desires the extension of the following described contract with your company.

Vendor: Mississippi Yard Barber
Date: 11/29/2023
Contact: Roger Stewart
Email: mississippiyardbarber@gmail.com
Contract Ref#: RFQ#2020-02
Name of the Bid: Landscaping & Ground Maintenance Services

Buyer: Chokwe A. Lumumba, Mayor Phone: 601.960.0864 Fax: 601.326.5416

Length of Contract Extension: January 1, 2024 thru December 31, 2025

Additional Options to Renew (Years): 2
Remaining Renewals (after this one): 0

NOTE: Please choose the desired renewal option, sign, and send back to us. Provide a current Certificate of Insurance named to the City of Jackson.

YES. I agree to extend the contract specified above.
 YES WITH AMENDMENT. I agree to extend the contract specified with amendment.
 NO. I agree to extend the contract specified above.

Buyer's Signature: _____
Date: _____

Name & Title of Authorized Signatory: Roger Stewart, Owner

Signature: *Roger Stewart, Owner*
Date: 12/1/2023

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH MISSISSIPPI YARD BARBER FOR LANDSCAPING AND GROUND MAINTENANCE OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION FACILITIES.

WHEREAS, the City of Jackson ("City") has determined that it is in the City's best interest to seek a professional company to provide landscaping and ground maintenance of the City's public transit facilities; and

WHEREAS, the Department of Planning and Development, through its Transit Division, issued a Request for Quotes on August 14, 2020, for a qualified company to provide landscaping and ground maintenance; and

WHEREAS, the successful respondent will be asked to provide landscaping and ground maintenance for 1785 Highway 80W, 300 W Capitol Street, and 1025 University Blvd; and

WHEREAS, in response to the Request for Quotes, the Transit Division received responses from two (2) companies qualified to provide said landscaping and ground maintenance; and

WHEREAS, after thorough review and consideration, the Transit Division determined that based on the best value procurement policy, Mississippi Yard Barber will provide the best value to the City of Jackson in accordance to provide landscaping and ground maintenance; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute the agreement and related documents with Mississippi Yard Barber to provide landscaping and ground maintenance of the City's public transportation facilities at a cost not to exceed \$139,815; and

WHEREAS, the Federal Transit Administration will pay eighty (80) percent of the cost or \$111,852.00, with a twenty (20) percent local match of \$27,963.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the agreement and related documents with Mississippi Yard Barber to provide Landscaping and Ground Maintenance at a cost not to exceed \$139,815.00, with eighty (80) percent of the cost or \$111,852.00 to be paid by the Federal Transit Administration and twenty (20) percent or \$27,963.00 from local match.

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

Yeas - Banks, Foote, Lindsay and Tillman.

Nays - None.

Absent – Stamps 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 November 10, 2020. 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.

CONTRACT FOR LANDSCAPING SERVICES AND GROUND MAINTENANCE

1. Parties. The parties to this contract are the CITY OF JACKSON (hereinafter "City") and MISSISSIPPI YARD BARBER (hereinafter "Contractor").
2. Purpose. The purpose of this contract is for the City to engage Contractor to provide landscaping services and ground maintenance for the City.
3. Scope of Services. Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit "A", captioned "Scope of Services", which is attached hereto and made a part hereof by reference. The scope of services is from RFQ#2020-02 (Re-Issue), for Landscaping Services and Ground Maintenance, which is incorporated herein by reference.
4. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Exhibit "B", captioned "Additional Terms and Conditions", which is attached hereto and made a part hereof by reference.
5. Consideration. As consideration for the performance of the services referenced in Exhibit "A", the City agrees to compensate Contractor as provided in Exhibit "C", captioned "Compensation", which is attached hereto and made a part hereof by reference. The consideration for the services provided shall not exceed \$139,815.00 without prior approval by the governing authorities.
6. Period of Performance. This contract will become effective for the period beginning January 1, 2021 and ending on December 31, 2023, upon the approval and signature of the parties hereto. The City has the option to execute on two (2) one-year option. The period of performance will commence upon contract signing and will continue for as long the fees are maintained in accordance with the governing authorities' authorization. The period of performance is subject to the rights of the succeeding governing authorities to void.
7. Method of Payment. Contractor agrees to accept payments referenced in Paragraph 5, "Consideration", to be paid as billed by Contractor, upon review and approval by City. Contractor agrees to submit invoices to the City that contain a detailed account of each billing. Payment will be remitted no later than forty-five (45) days following receipt of an approved invoice. Contractor is classified as an independent contractor and not a contractual employee of the City. As such, any compensation due and payable to Contractor will be paid as gross amounts.
8. Service Locations. The Contractor will provide services at JTRAN Administrative and Maintenance Facility (JAMF) located at 1785 Highway 80W, Jackson, MS; Union Station located at 300 W Capitol Street, Jackson, MS; and Old JTRAN Building located

at 1025 University Blvd, Jackson, MS (until sold and/or disposed).

9. Tax Exemption. The City of Jackson is exempt from payment of all Federal, State, and Local taxes in connection with this Agreement. Said taxes shall not be included in the invoice pricing. Said taxes shall not be included in the invoice pricing. City will provide Contractor with a certificate acceptable to the taxing authorities exempting City from payment of these taxes. This provision does not relieve the Contractor from the responsibility to pay all applicable taxes for goods, services, and labor acquired in the performance of this Agreement. Notwithstanding the foregoing, in no event shall City be obligated to pay any tax paid or owed on income or net worth of Contractor or paid for Contractor's doing business in any particular locality or jurisdiction.
10. Compliance with Laws. The Contractor agrees to observe and comply with all laws, ordinances, rules, and regulations of the United States of America, the State of Mississippi, Federal Transportation Administration (FTA), and the City of Jackson which are applicable to its activities under this Agreement. Those laws, status, ordinances, rules, regulations, and procedural requirements which are imposed on City of Jackson as a recipient of Federal or State funds are hereby imposed on the City, including but not limited to, OMB Circular A-102 referenced in 23 CFR 172.7, which are herein incorporated by this reference and made a part thereof. The Contractor's signature affixed and dated shall constitute a certification under penalty of perjury under the law of the State of Mississippi that the Contractor has, unless exempt, complied with the Federal Transportation Administration (FTA) applicable clauses.
11. Availability of Funds. It is expressly understood and agreed that the obligation of the City to proceed under this agreement is conditioned upon the appropriation of funds by the United States Department of Transportation. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, through the failure of the federal government to provide funds 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, the City shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
12. Insurance.
 - a. The Contractor shall procure and maintain, at its own expense, insurance for the duration of this agreement against any and all claims for injuries to persons or damages to property which may in any way arise from, or in connection with, the performance of the work hereunder by the Contractor, its agents, contractors, representatives or employees. The Contractor shall ensure that all insurance requirements are met by the subcontractors.
 - b. Contractor shall, at its own expense, procure, and maintain in effect at all times during

this agreement insurance coverage provided by a Mississippi admitted insurer licensed to transact business in Mississippi, as least as broad as hereinafter provided, including insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services set forth in this Agreement by the Contractor's agents, representatives, employees, or subcontractors as follows:

- **Workers' Compensation** – Workers' Compensation Insurance as required by the Mississippi Labor Code. In signing this agreement, the Contractor certifies that pursuant to Section 71-3-5 of Mississippi Code of 1972, as amended, that Contractor is aware of the provisions of applicable state and federal laws which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this contract, as necessary.
 - **Comprehensive General or Commercial Liability** – Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than ONE MILLION DOLLARS (\$1,000,000). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act by Contractor under this agreement or the general aggregate limit shall be twice the required occurrence limit.
 - **Motor Vehicle Liability Insurance** – If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors, utilize a motor vehicle in performing any of the work or services under this agreement, owned/non-owned automobiles liability insurance providing combined single limits covering bodily injury damage with limits of no less than ONE MILLION DOLLARS (\$1,000,000) per incident or occurrence, and providing property damage liability of no less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) per incident or occurrence.
- c. All insurance policies will list the City of Jackson as an additional insured. The Vendor shall provide copies of insurance documentation to the City and/or verification that the City of Jackson is an additional insured on the policy.
 - d. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
 - e. The City may reserve the right to request from carriers, certificates of insurance regarding the required coverage.

13. Stop Work Order.

- a. *Order to Stop Work:* The Deputy Director, may, by written order to Contractor at any

time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 60 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

- i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
- i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

14. Termination for Convenience.

- a. *Termination.* The Deputy Director or designee may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The Deputy Director or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection ~~with the terminated work and on the date set in the notice of termination~~ Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders

connected with the terminated work. The Deputy Director or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the City. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

15. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Deputy Director or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Deputy Director or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Deputy Director or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Deputy Director or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the City has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due Contractor such sums as the Deputy Director or designee deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Deputy Director or designee within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from

other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Deputy Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
 - f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
16. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by the City upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
17. Requirements Contract. During the period of the contract, Contractor shall provide all the services described in the contract. Contractor understands and agrees that this is a requirement contract and that the City shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the City is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the City of Jackson may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date indicated below, after first being authorized so to do.

BY: MISSISSIPPI YARD BARBER

Roger St
Roger Stewart, Owner

Date: 12/3/2020

Attest: _____

Date: _____

BY: THE CITY OF JACKSON

Chokwe A. Lumumba
Chokwe A. Lumumba, Mayor

Date: 12/28/2020

Attest: Angela Hameir

Date: 12/28/2020

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor will perform the following services upon request of the City in fulfillment of the purposes of this contract:

1. The Contractor shall furnish all labor, material, supplies, vehicles, equipment, tools, skills, and supervision necessary for the satisfactory completion of all landscaping services and ground maintenance specified. The equipment and materials provided by the Contractor shall remain the property of the Contractor. Professional landscaping services and ground maintenance include, but are not limited to, litter, leaves, and debris pick up and removal prior to mowing (cups, napkins, bags, etc.); branch removal and placement in designated location (Contracting City to haul away); lawn mowing of all grass areas; grass border trimming or edge trimming of lawn adjacent to curbs, sidewalks, pavement, driveways, parking areas, buildings, property lines, etc.; string trimming around posts, fences, trees, monuments, hedges, planter beds, mulched areas, etc.; blowing all trimmings, leaves, clippings, and debris off of roadway, sidewalks, paths, walkways, pavilions, parking lots, and other surfaces or areas (Do not blow onto streets or into storm drains); shrub bed maintenance (weed removal and removal of litter); pruning; and notify Contracting City of any safety issues and waste debris or large illegally dumped materials. Each time work is performed, the Contractor must check in and out with the City representative.
2. All landscaping services and ground maintenance must be performed at the City's convenience so as not to interrupt its normal operations. Contractor may be required to perform the landscaping services and ground maintenance outside of the City's regular business hours. Contractor personnel is required to sign-in and sign-out. Security provisions must be strictly observed. All Contractor personnel must be uniformed or have visible identification at all times. Contractor personnel may be required to provide photographic identification for inspection upon entering facilities and/or grounds. The Contractor is advised that for all City's facilities, Contractor personnel shall strictly abide by all City policies and procedures at all times. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.
3. Detailed scope and specific requirements of the work required will be provided by the City prior to a specific project or need. Such scope and requirements will include, but are not limited to, description of work activities, definition of particular deliverables, and time frames. All landscaping services and ground maintenance must equal or exceed the specifications listed. The absence of detailed specifications or the omission of a detailed description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality equipment and workmanship are to be used.
4. Provide all labor, material, supplies, vehicles, equipment, tools, skills, and supervision necessary for the satisfactory completion of all landscaping services and ground maintenance. The equipment and materials provided by the Contractor shall remain the property of the Contractor. All material, equipment, etc., used in the provision of these services shall comply with industry standards and all Occupational Safety Hazards Act (hereinafter "OSHA") safety requirements. Further, that all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall be borne solely by the Contractor.
5. Provide all landscaping services and ground maintenance as needed and/or scheduled by the Contracting City during the hours specified by the Contracting City.

- a. The Contractor and Contracting City shall develop a schedule of services. Failure to maintain the schedule without concurrence of the Contracting City shall be considered a service deficiency. Failure to deliver satisfactory services may be considered default. The service schedule may be changed to meet the Contracting City needs when mutually agreed upon by both parties. The Contractor shall coordinate with the City to schedule service times and dates. Schedule may be adjusted at any time by the City to better compliment the City's requirements and to accommodate unexpected schedule changes and/or added events. The City may suspend the schedule during periods of dry weather or wet weather conditions.
 - b. If the Contractor fails to adhere to the lawn and landscaping service schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, the City will inform the Contractor and the Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, the City may terminate the contract without further obligation to the Contractor.
 - c. The Contractor shall respond to all landscaping services and ground maintenance requests within a twenty-four (24) hour period.
 - d. Time between routine services shall vary based on precipitation patterns, temperature, and season. The frequency of mowing will be as needed and the schedule will vary at the City's discretion as a result (i.e., the frequency of mowing will decrease during a drought; while extra mowing may be required in wet periods).
6. Contractor shall maintain the grounds in a neat and clean condition. The grounds include all lawn areas, under shrubs and trees, and all shrubbery or planter beds. Professional landscaping services and ground maintenance include, but not limited to:
- a. *Debris Removal Requirements.* Prior to mowing, the Contractor shall be responsible for the collection and removal of all litter and debris to include, but not limited to, any foreign material (cups, napkins, bags, etc.), garbage, leaves, dead branches, lumber, tires, appliances, and mattresses. The litter shall be legally discarded off-site at a reputable landfill/waste facility at the Contractor's expense. There shall be no debris and/or litter left at the curb. Any debris that requires special handling shall be collected and moved to a designated location or area identified by the City to haul away. Contractor shall notify the City of any safety issues and waste debris or large illegally dumped materials.
 - b. *Mowing Requirements.* Contractor shall be responsible for the lawn mowing of all grass areas in accordance to the height standards set by the City. Contractor shall mow all grass areas to a continuous height, as dictated by rainfall accumulation and effect on growth. Mowing heights shall be measured with mower on a flat, paved surface. A high-quality cut shall be provided using mowers with sharp cutting edges. Mowing shall be accomplished in such a manner as not to damage property, trees, shrubs, signs, or other appurtenances. Contractor shall remove minor obstacles or obstructions from areas to be mowed and replace when finished. When mowing around vehicles the Contractor shall mow in directions as to keep grass clippings off the vehicles. Deflective guards shall be in place during mower operations. Grass clippings thrown or blown onto paved areas must be removed. Grass clippings shall be removed when they are excessive, clump, or are such as to negatively impact the health of the lawn. Bunches and rows resulting from mowing shall be removed or raked out. ~~Discharge~~

from mowers does not need to be collected but it must be evenly distributed (i.e., no clumping or rows left by mowers).

- c. *Trimming and Edging Requirements.* All grass under and around trees, shrubs, picnic tables, fences, poles, posts, signage, walls, building foundations, monuments, rocks, sprinkler heads, valves, HAV systems, planter beds, mulched areas, property lines, asphalt or concrete paved areas, curbs, sidewalks, walkways, driveways, ramps, garbage rack enclosures, or any other permanent structure or obstacle shall be trimmed to match the height and appearance of the surrounding mowed grass. Vegetation in banks, ditches, or any other area not accessible by mower that is within grounds location being mowed must also be trimmed each time the area is mowed. Trimming may be accomplished by hand clipping or by using "weed eater" type equipment. Any trees, shrubs, or grass areas that are killed by trimming operation shall be replaced by the Contractor; and any structure damaged by the trimming operation shall be repaired or replaced by the Contractor. Edge adjacent to all asphalt or concrete paved areas, such as but not limited to entrances to buildings, curbs, sidewalks, walkways, and driveways. Trimming and edging operations shall be done the same day as grass cutting. Grass cutting shall not be considered complete until all trimming and edging operations are accomplished.
- d. *Blowing Requirements.* Contractor shall remove all trimmings, leaves, and clippings off of roadway, sidewalks, paths, walkways, entrance areas, pavilions, dumpster areas, parking lots, and other surfaces or areas. Grass clippings and trimmings shall be removed from sidewalks and other paved areas the same day the grass is cut. Contractor shall not blow litter, leaves, and other debris onto streets, adjacent streets, or into storm drains. Grass cutting shall not be considered complete until all blowing operations are accomplished.

7. Professional landscaping services and ground maintenance include, but are not limited to:

- a. *Planter and Shrub Bed Maintenance.* Contractor shall ensure all mulched plant bed areas are consistently kept weed-free. Remove old mulch and replenish mulch as requested by the Contracting City. City may occasionally purchase mulch for the Contractor to spread or annuals, perennials, or shrubs for the Contractor to plant.
- b. *Pruning Requirements.* Before the growing season, Contractor shall shape, prune, and trim small trees and ornamental plantings, including shrubs, and remove all debris to a designated location or area identified by the Contracting City to haul away. Contractor will trim and shape all shrubbery, prune dead, broken, and diseased wood or branches from small trees and ornamental plantings, and remove "sucker shoots" from all deciduous trees. There shall be no debris and/or litter left at the curb. While litter shall be legally discarded off-site at a reputable landfill/waste facility at the Contractor's expense, any debris that requires special handling shall be collected and moved by the Contractor to a designated location or area identified by the Contracting City to haul away. Contractor shall notify the Contracting City of any safety issues and waste debris or large illegally dumped materials.
- c. *Aeration Requirements.* All appropriate lawn areas shall be aerated once a year in the spring, excluding ball field areas and embankment areas.
- d. *Weed/Disease Control.* Contractor shall remove grass and weeds from cracks in all sidewalks, curbs, parking areas, graveled areas, asphalt or concrete paved areas, and around the building perimeters.

Fenced areas shall be cleaned of all weeds and vines.

- e. *Lawn Maintenance.* Contractor shall fill in holes in the lawn with topsoil, reseed bare areas with seed that is appropriate to area seeded (sun, shade, or mixture thereof), apply initial watering for successful germination, and over seed all grassy areas once a year, in the fall, excluding ball field areas and embankment areas.
8. Be responsible for any damage to the facilities, building, interior, or their approaches in provision of landscaping services and ground maintenance and shall be held for replacing or repairing any damage due to negligence on the part of the Contractor or Contractor personnel to any person(s) and/or property. The Contractor shall replace and repair any damage to any building or property, including but not limited to the replacement of any damaged finished surfaces (sidewalks, curbs, etc.) caused by performance of the landscaping services and ground maintenance. The City may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property. Contractor shall take all necessary precautions to reduce or eliminate damage to irrigation system.
 9. Abide by all Federal, State and/or City policies, procedures, ordinances, and/or laws pertaining to the City's operation at all times, including but not limited to the items listed below. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.
 - a. All facilities are non-smoking; the Contractor and its personnel must adhere to this requirement. The use of tobacco products is prohibited, except within designated smoking areas.
 - b. It is illegal to have in one's possession any illegal drug or alcoholic beverage while on city property. Contractor staff shall not consume any illegal or illegally obtained drug or alcoholic beverage while on duty.
 - c. The Contractor's employees should refrain from using foul, abusive, or profane language on city property.
 - d. The Contractor's employees shall not flirt or fraternize with City personnel or any visitor at the City.
 - e. Contractor's employees shall not solicit or otherwise interfere with the work of the City employees.
 - f. Contractor's employees shall not engage in personal activities (such as, but not limited to texting, personal phone calls, reading magazines, etc.) while on the job, and shall comply with the City's restrictions regarding visitation with friends, family members or acquaintances while on the job.
 - g. The City reserves the right to inspect and search all Contractor personnel and/or vehicles anytime while on facility grounds.
 - h. Contractors are required to sign-in and sign-out at most state facilities. Security provisions for all city facilities must be strictly observed.
 - i. Contractor personnel may be required to provide photographic identification for inspection upon entering city facilities and/or grounds. Contractor identification badges, personal identification of the individual employee, and/or visitor badges shall be worn and clearly visible while on city property.
 10. Perform all services provided in the contract between the Contractor and the City in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agencies. The Contractor shall be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property

of every description used in connection therewith. No statement within this RFQ shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.

11. Contractors shall also:

- a. Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal, and local laws such as social security and withholding taxes;
- b. Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required;
- c. Provide qualified, competent, well-trained, drug-free, and appropriately dressed contract worker(s) and/or employee(s) to perform the duties required; Proper dress shall include long pants (slacks), and shirts or blouses with sleeves (short or long). Shirts and blouses shall remain buttoned. Clothing should be appropriate for weather conditions. Examples of clothing not considered appropriate shall include tank tops, shirts with no sleeves, shirts with cut out sleeves, shirts with sleeves rolled up to the shoulder, shorts, and flagging vests with no shirts.
- d. Accurately describe the job duties required to the contract worker(s) and/or employee(s);
- e. Properly manage and supervise its contract worker(s) and/or employee(s);
- f. Handle disciplinary matters promptly and prohibit contract worker(s) from approaching City staff for assistance with their own management or supervisory issues;
- g. Remove from duty any contract worker(s) and/or employee(s) not properly and fully performing his/her duties;
- h. Communicate with and provide all required and/or necessary reports to the City Representative;
- i. Ensure that the contract worker(s) and/or employee(s) report to work at the time and place specified by the City; and,
- j. Replace immediately, at no additional expense to the City, any contract worker(s) and/or employee(s) not performing satisfactorily.

12. The City shall:

- a. Extend all necessary cooperation in scheduling landscaping services and ground maintenance.
- b. Designate a City representative who will be the point of contact for the City Representative during the contract period.
- c. Has the right to suspend the schedule during periods of dry weather or wet weather conditions in its sole discretion.

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

Exhibit "B" includes (alphabetically by title) various service contracting clauses that were included in RFQ No. 2020-02 (Re-Issue), Landscaping and Ground Maintenance Service, and are available for use in this contract. Many clauses require the inclusion of additional information.

1. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the City, which the City may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Approval. It is understood that this contract requires approval by the City Council. If this contract is not approved, it is void and no payment shall be made hereunder.
3. Attorney's Fees and Expenses. Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
4. Authority to Contract. Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
5. Information Designated by Contractor as Confidential. Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information. Subject to Section 25-61-9, any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by

Contractor or its subcontractor without the express written approval of the City shall result in the immediate termination of this agreement.

6. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that City is a public entity and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to City pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, City shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The City shall not be liable to the Contractor for disclosure of information required by court order or required by law.
7. Contractor Personnel. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the City reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
8. Debarment and Suspension. Contractor certifies to the best of its knowledge and belief, that it:
 - a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal government or City or any political subdivision;
 - b. has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - c. has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and,
 - e. has not, within a three-year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
9. Disclosure of Confidential Information. In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*

10. Exceptions to Confidential Information. Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:
 - a. is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 - b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
 - c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - d. is independently developed by the recipient without any reliance on confidential information;
 - e. is or later becomes part of the public domain or may be lawfully obtained by the City or Contractor from any nonparty; or,
 - f. is disclosed with the disclosing party’s prior written consent.
11. Errors in Extension. If the unit price and the extension price are at variance, the unit price shall prevail.
12. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.
13. Failure to Enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
14. Final Payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by federal law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City’s claims against Contractor under this contract.
15. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

16. HIPAA Compliance. Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
17. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the City. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.
18. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the City and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the City, and the City shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the City shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the City for its employees.
19. Integrated Agreement/Merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the City and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the City or Contractor on the basis of draftsmanship or preparation hereof.
20. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. Amendments must have prior approval by the governing authorities and be in writing.

21. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
22. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:

Roger Stewart, Owner
Mississippi Yard Barber
173 Northwind Drive
Madison, MS 39110

For the City:

City of Jackson
200 President Street
Jackson, MS 39201
Attn: Municipal Clerk

With a Copy to:

Christine Welch, Deputy Director
City of Jackson, Transit Division
1785 Highway 80W
Jackson, MS 39204

23. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the City and Contractor.
24. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the City and agreed to by Contractor.
25. Ownership of Documents and Work Papers. City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to City upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from City and subject to any copyright protections.

26. Quality Control. Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
27. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
28. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the City, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of Contractor.
29. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the City of Jackson's Internal Audit Office, its designees, or other authorized bodies.
30. Right to Inspect Facility. The City may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the City.
31. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
32. City Property. Contractor will be responsible for the proper custody and care of any city-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.

33. Third Party Action Notification. Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
34. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Jackson, Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
35. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

EXHIBIT "C"**COMPENSATION**

The Contractor will charge the unit price listed below (as submitted in response to RFQ#2020-02 (Re-Issue), for Landscaping and Ground Maintenance Services:

JTRAN LANDSCAPING/BEAUTIFICATION PRICING SCHEDULE	
LOCATION: 1025 UNIVERSITY BLVD (3.73 ACRES)	
Description of Service	Unit Price
INITIAL CLEANUP	\$2,450.00
TURF	
REGULAR GRASS CUTTING/WEED EATING	\$125.00
REGULAR EDGING/TRIMMING OR DETAIL	\$300.00
FERTILIZATION OF GRASS	\$75.00
APPLICATION OF PRE-EMERGENT HERBICIDE	\$250.00
APPLICATION OF POST EMERGENT HERBICIDE	\$250.00
APPLICATION OF FUNGICIDE/INSECTICIDE/PESTICIDE	\$250.00
BEDS/SHRUBS	
HAND REMOVAL OF WEEDS	\$75.00
PRUNING OF SMALL SHRUBS	\$250.00
REMOVAL OF SMALL SHRUBS & REPLACEMENT	\$75.00
FERTILIZATION OF SMALL SHRUBS	\$300.00
APPLICATION OF PRE-EMERGENT HERBICIDE	\$150.00
TREES	
TRIMMING OF SMALL TREES	\$50.00
REMOVAL OF FALLEN LEAVES	\$150.00
FERTILIZATION OF SMALL TREES	\$150.00
FLOWER BEDS/POTS	
DEADHEAD/PRUNE	\$150.00
EDGE/TRIM/DETAIL	\$325.00
FERTILIZE FLOWERS AND BEDS	\$125.00
HAND REMOVAL OF WEEDS	\$75.00
APPLICATION OF PRE-EMERGENT HERBICIDE	\$150.00
MULCH	
MULCH AROUND SMALL SHRUBS	\$225.00
MULCH AROUND SMALL TREES AND WELLS	\$150.00
HARDSCAPES	
REMOVE LANDSCAPE CLIPPINGS	\$100.00
REMOVE TRASH IN LANDSCAPE	\$55.00
BLOW ALL WALKWAYS	\$50.00
REMOVE WEEDS IN CUBS/WALKWAYS/PARKING LOTS	\$50.00
OPTIONAL SERVICES	
SMALL TREE REMOVAL 10'-15' TALL	\$50.00
BIG TREE REMOVAL 15' AND ABOVE	\$700.00
MULCH REMOVAL & REPLACEMENT	\$500.00

JTRAN LANDSCAPING/BEAUTIFICATION PRICING SCHEDULE

LOCATION: 300 W CAPITAL ST (1.3 ACRES)

Description of Service	Unit Price
INITIAL CLEANUP	\$600.00
TURF	
REGULAR GRASS CUTTING/WEED EATING	\$360.00
REGULAR EDGING/TRIMMING OR DETAIL	\$325.00
FERTILIZATION OF GRASS	\$75.00
APPLICATION OF PRE-EMERGENT HERBICIDE	\$100.00
APPLICATION OF POST EMERGENT HERBICIDE	\$100.00
APPLICATION OF FUNGICIDE/INSECTICIDE/PESTICIDE	\$100.00
BEDS/SHRUBS	
HAND REMOVAL OF WEEDS	\$75.00
PRUNING OF SMALL SHRUBS	\$250.00
REMOVAL OF SMALL SHRUBS & REPLACEMENT	\$75.00
FERTILIZATION OF SMALL SHRUBS	\$25.00
TREES	
TRIMMING OF SMALL TREES	\$50.00
FERTILIZATION OF SMALL TREES	\$50.00
APPLICATION OF FUNGICIDE/INSECTICIDE/PESTICIDE	100.00
FLOWER BEDS/POTS	
DEADHEAD/PRUNE	\$25.00
EDGE/TRIM/DETAIL	\$350.00
FERTILIZE FLOWERS AND BEDS	\$200.00
HAND REMOVAL OF WEEDS	\$50.00
APPLICATION OF PRE-EMERGENT HERBICIDE	\$100.00
MULCH	
MULCH AROUND SMALL SHRUBS	\$450.00
MULCH AROUND SMALL TREES AND WELLS	\$100.00
MULCH FLOWER BEDS (PER FLOWER TYPE)	\$100.00
HARDSCAPES	
REMOVE TRASH IN LANDSCAPE	\$75.00
BLOW ALL WALKWAYS	\$75.00
REMOVE WEEDS IN CUBS/WALKWAYS/PARKING LOTS	\$50.00
OPTIONAL SERVICES	
SMALL TREE REMOVAL 10'-15' TALL	\$50.00
BIG TREE REMOVAL 15' AND ABOVE	\$700.00
MULCH REMOVAL & REPLACEMENT	\$500.00
LANDSCAPING ROCK PLACEMENT	\$1,000.00

JTRAN LANDSCAPING/BEAUTIFICATION PRICING SCHEDULE	
LOCATION: 1785 HIGHWAY 80 W (4.3 ACRES)	
Description of Service	Unit Price
INITIAL CLEANUP	\$1,500.00
TURF	
REGULAR GRASS CUTTING/WEED EATING	\$360.00
REGULAR EDGING/TRIMMING OR DETAIL	\$250.00
FERTILIZATION OF GRASS	\$250.00
APPLICATION OF PRE-EMERGENT HERBICIDE	\$250.00
APPLICATION OF POST EMERGENT HERBICIDE	\$250.00
APPLICATION OF FUNGICIDE/INSECTICIDE/PESTICIDE	\$200.00
BEDS/SHRUBS	
PLACEMENT AND REMOVAL OF PERENNIALS	\$25.00
HAND REMOVAL OF WEEDS	\$75.00
PRUNING OF SMALL SHRUBS	\$250.00
REMOVAL OF SMALL SHRUBS & REPLACEMENT	\$75.00
APPLICATION OF PRE-EMERGENT HERBICIDE	\$250.00
APPLICATION OF POST EMERGENT HERBICIDE	250.00
APPLICATION OF FUNGICIDE/INSECTICIDE/PESTICIDE	20.00
TREES	
TRIMMING OF SMALL TREES	\$50.00
SHAPING OF SMALL TREES	\$50.00
REMOVAL OF FALLEN LEAVES	\$150.00
FERTILIZATION OF SMALL TREES	\$100.00
FLOWER BEDS/POTS	
DEADHEAD/PRUNE	\$25.00
EDGE/TRIM/DETAIL	\$500.00
FERTILIZE FLOWERS AND BEDS	\$50.00
HAND REMOVAL OF WEEDS	\$50.00
APPLICATION OF PRE-EMERGENT HERBICIDE	\$175.00
APPLICATION OF POST EMERGENT HERBICIDE	\$175.00
APPLICATION OF FUNGICIDE/INSECTIDE/PESTICIDE	\$150.00
MULCH	
MULCH AROUND SMALL SHRUBS	\$200.00
MULCH AROUND SMALL TREES AND WELLS	\$200.00
HARDSCAPES	
REMOVE LANDSCAPE CLIPPINGS	\$50.00
REMOVE TRASH IN LANDSCAPE	\$50.00
BLOW ALL WALKWAYS	\$25.00
REMOVE WEEDS IN CUBS/WALKWAYS/PARKING LOTS	\$25.00
OPTIONAL SERVICES	
SMALL TREE REMOVAL 10'-15' TALL	\$50.00

BIG TREE REMOVAL 15' AND ABOVE	\$700.00
MULCH REMOVAL & REPLACEMENT	\$500.00
LANDSCAPING ROCK PLACMENT	\$1,000.00

26

CE-9
24
1/2/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SUBMIT A PROPOSAL TO APPLY FOR THE ROBERT WOOD JOHNSON FOUNDATION'S PIONEERING IDEAS: EXPLORING THE FUTURE TO BUILD A CULTURE OF HEALTH, SPECIFICALLY ECONOMIC DEVELOPMENT

WHEREAS, the overarching purpose of the Robert Wood Johnson Foundation's Pioneering Ideas: Exploring the Future to Build a Culture of Health is to assist states, cities, counties/parishes, Native American Tribes or other units of local government in undertaking comprehensive programs to identify and influence health equity in the future within four areas of focus: (1) Future of Evidence; (2) Future of Social Interaction; (3) Future of Food; and (4) Future of Work; and

WHEREAS, the Robert Wood Johnson Foundation has invited the City of Jackson, through its Office of Economic Development (OED) in the Department of Planning and Development, to submit a proposal titled "ReImagineJXN: Igniting Our Preferred Futures"; and

WHEREAS, OED's proposal builds upon the City of Jackson's commitment to the Dignity Economy by addressing three futures: (1) Future of Work, the Workplace, and Learning; (2) Infusion of Equity and Dignity to provide recommendations to help assist Jackson to be future-ready; (3) Future of Urban Economic Development; and

WHEREAS, OED's proposed funding amount will not exceed eight hundred thousand dollars (\$800,000); and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all documents and agreements necessary to submit a proposal to apply for the Robert Wood Johnson Foundation's Pioneering Ideas: Exploring the Future to Build a Culture of Health, specifically economic development.

Agenda Item No. 26
1.3.2024
(Dotson, Lumumba)

Department of Planning and Development



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

TO: Mayor Chokwe Lumumba
FROM: Chloe Dotson BUPD. MURP., Director
Department of Planning and Development
DATE: November 20, 2023

A handwritten signature in black ink, appearing to read "MUM".

RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SUBMIT A PROPOSAL TO APPLY FOR THE ROBERT WOOD JOHNSON FOUNDATION'S PIONEERING IDEAS: EXPLORING THE FUTURE TO BUILD A CULTURE OF HEALTH, SPECIFICALLY ECONOMIC DEVELOPMENT

The agenda item which accompanies this memo requests the City Council to authorize the submission of a proposal titled "ReImagineJXN: Igniting Our Preferred Futures" to the Robert Wood Johnson's *Pioneering Ideas: Exploring the Future to Build a Culture of Health*.

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

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 MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SUBMIT A PROPOSAL TO APPLY FOR THE ROBERT WOOD JOHNSON FOUNDATION'S PIONEERING IDEAS: EXPLORING THE FUTURE TO BUILD A CULTURE OF HEALTH, SPECIFICALLY ECONOMIC DEVELOPMENT								
2.	Purpose	To submit a proposal focused on exploring the Future of Work to improve health equity and economic development								
3.	Who will be affected	City of Jackson								
4.	Benefits	Improved health equity and economic development in the City of Jackson								
5.	Schedule (beginning date)	Upon approval								
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	citywide								
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Planning & Development								
8.	COST	\$0								
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"/> 									
1	EBO participation See attached sheets from Vendors	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__

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

REC 12/13/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SUBMIT A PROPOSAL TO APPLY FOR THE ROBERT WOOD JOHNSON FOUNDATION'S PIONEERING IDEAS: EXPLORING THE FUTURE TO BUILD A CULTURE OF HEALTH, SPECIFICALLY ECONOMIC DEVELOPMENT** is legally sufficient for placement in NOVUS Agenda.


Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



12/27/23
Date

Call for Proposals

Proposal Deadline: May be submitted on a rolling basis



Robert Wood Johnson Foundation

Pioneering Ideas: Exploring the Future to Build a Culture of Health

BACKGROUND

The Robert Wood Johnson Foundation (RWJF) is working alongside others to help build a better, more equitable future where everyone living in the United States has a fair and just opportunity to live the healthiest life possible. We call that future a [Culture of Health](#).

We live in a dynamic world, where unforeseen global events, new technologies, scientific discoveries, changes in our climate, economy, demographics, and more, continually shape where and how we live, learn, work, and play. These changes will profoundly impact [health equity](#) in our society, from our individual health and the health of our families to the health of our communities.

RWJF's *Pioneering Ideas for an Equitable Future* team is charged with helping the Foundation anticipate, adapt to, and influence this evolving landscape to ensure a better future.

Pioneering Ideas for an Equitable Future investments explore emerging cultural, scientific, technological, environmental, economic, and health-related trends, and support cutting-edge ideas in and beyond the fields of health and health care that have the potential to help and/or hinder our progress toward advancing health equity. We do this with the explicit goal of understanding and influencing the trajectory of these trends, by accelerating positive outcomes and averting or mitigating negative consequences.

Fifteen years ago, it was hard to fathom how certain innovations would impact our lives today. Smartphones, virtual assistants, behavioral economics, CRISPR, self-driving cars, solar storage, facial recognition, GMOs, eSports scholarships, YouTube influencers, the sharing economy, and more, were either nonexistent or in their nascent form.

Now, imagine what the world might look like in the next 15 years. What dramatic changes might we see in where and how we live, learn, work, and play? What can we do today to create a better, more equitable tomorrow?

The *Pioneering Ideas for an Equitable Future* team seeks to answer these questions, anticipate the future, and support unconventional approaches and breakthrough ideas that can help lead the way to a future where everyone in the United States can live their healthiest life possible. The *Pioneering Ideas: Exploring the Future to Build a Culture of Health* call for proposals (CFP) seeks applications from visionary thinkers across the nation who are doing cutting-edge work to advance health equity.

THE PROGRAM

Pioneering Ideas: Exploring the Future to Build a Culture of Health welcomes proposals that are primed to influence health equity in the future. We seek ideas that address any of RWJF's *Pioneering Ideas for an Equitable Future* team's four current areas of focus described below: **1) Future of Evidence; 2) Future of Social Interaction; 3) Future of Food; and 4) Future of Work**. Additionally, under **Open Exploration**, also described below, this call for proposals seeks ideas that might fall outside of these four focus areas but which offer unique approaches to advancing health equity and our progress toward a Culture of Health.

Call for Proposals

Proposal Deadline: May be submitted on a rolling basis

The changes we seek require diverse perspectives and cannot be accomplished by any one person, organization or sector. We want to hear from scientists, anthropologists, artists, urban planners, community leaders—anyone, anywhere—who has a new or unconventional idea that could alter the trajectory of health and improve health equity and well-being for generations to come.

The following descriptions are not meant to be prescriptive or exhaustive.

Future of Evidence

Today, the validity and credibility of evidence, and even what counts as evidence, is being questioned. Trust in institutions is declining and misinformation is threatening hard won advances in public health. A better understanding of trends that are affecting how the definition, creation, value, dissemination, use and acceptance of evidence is changing is critical. We must ensure that evidence will represent currently underrepresented populations, include a broader definition of expertise, and lay the groundwork for future practices that promote health equity.

New types of researchers, participants, data, data collection and analytic methods hold great promise to help uncover insights about our health and well-being. Since our inception, the Robert Wood Johnson Foundation has been driven by a continuous cycle of research, evaluation and learning. We invest in research to help to identify the root causes of health disparities in America, and potential solutions to improve health, equity and well-being. Evidence is a cornerstone to our approach to building a Culture of Health.

Past *Pioneering Ideas for an Equitable Future* projects have explored how technology is changing the capacity and speed at which academic research can occur; who has access to the tools (e.g., AI), data, and infrastructure for collaboration; and the implications for new fields of study such as cognitive neuroscience and sociogenomics. As we continue our exploration into the future of evidence, we want to better understand what guardrails may need to be in place to protect and advance equity, and what policies and practices may help safeguard the integrity of evidence, while promoting more accessible research that invites a diversity of thought.

Future of Social Interaction

New technologies including social media, artificial intelligence, and augmented reality are changing the nature of our individual and group social interactions: the quality of those interactions, where and how they take place, who is and isn't included, and more. How these tools and platforms are designed now and in the future—and by whom—present both opportunities and challenges for reducing social isolation or promoting exclusivity; for fostering civil society or promoting divisiveness; for creating a more collaborative, inclusive workforce or promoting a more fractured and less empowered workforce.

Strong social connections and a sense of belonging help communities, families and individuals thrive. How we connect with and treat each other, both in real life and in digital spaces, influences our perception of ourselves and others, our civility, self-agency, and how power is wielded. And this, in turn, impacts our mental and physical health, and family, community, and civic well-being.

Past *Pioneering Ideas for an Equitable Future* projects have explored innovative ways to foster meaningful connections in real life and how technology can enhance or hinder these connections. As we continue our exploration into the future of social interaction, a deeper understanding of emerging trends may reveal opportunities to support unique models of strong social networks and influence how technology can be designed and deployed in ways that support positive social interactions.

Call for Proposals

Proposal Deadline: May be submitted on a rolling basis

Future of Food

What we eat and how we produce and consume our food has evolved over time. Understanding this evolution teaches us about civilization, power, equity, technology, sustainability, illness and, ultimately, health. The food a society produces, consumes, and wastes reflects what that society values, how it approaches scarcity and survival, and what it thinks about abundance, health, and wealth. Today, food and food production is changing under the influence of external forces, from climate change to technological advances to shifts in consumer values.

Food and access to healthy food are determinants of health. To some, including Indigenous thinkers, food is also medicine. Many in the United States don't have reliable access to healthy food. And some go hungry. As a nation, we are both malnourished and obese.

Past *Pioneering Ideas for an Equitable Future* projects have explored ways to prevent and address the effects of climate change, eliminate food waste, and transform food systems. As we continue our exploration into the future of food, we want to understand how changes to where and how food is produced, sold, shared, consumed and disposed of impacts health equity, changes our diets, and could offer potential solutions to climate change.

Future of Work

The nature and structure of work is changing. Technological advancements, globalization, shifts in population, and many other factors are redefining what work is, how it is organized, and what it means to be an employee. From who gets hired, to what education and skills are needed, to what benefits and wages are offered, to where and when one works, as well as how the work is managed—these significant changes in work conditions and arrangements will have large-scale implications for individuals, families, and communities, and for equity and power.

The nature and structure of work has significant influence on individual, family, and community health far beyond the economic benefits it conveys. It is a determinant of health and well-being in its own right and influences nearly all other determinants, such as where one lives and whether one has access to health benefits and, importantly, our individual and collective sense of purpose and belonging.

Past *Pioneering Ideas for an Equitable Future* projects have explored the implications of workplace monitoring, gig work, unstable scheduling, and diminishing access to health benefits. As we continue our exploration into the future of work, we hope to reveal how changes to the nature and structure of work may impact health and well-being and how work policies can be shaped to advance health equity.

Open Exploration

As RWJF pursues the ambitious vision of a Culture of Health, it is more important than ever to double down on innovation, explore new frontiers, and embrace risk.

In addition to the four focus areas mentioned above, this CFP seeks applications from disruptive thinkers who have cutting edge ideas that have the potential to improve health equity and that may fall outside of these areas. We want to experiment and test out ideas and explore emerging trends that are ahead of the curve or that are at the edge of our collective imagination.

We want to collaborate with pioneering thinkers who have the potential to transform our thinking, challenge long-held assumptions, and ask questions that help uncover new paths toward health equity and a Culture of Health.

Past *Pioneering Ideas for an Equitable Future* projects have seeded novel approaches to research, care delivery, and helping people live healthier lives. From artificial intelligence, blockchain, citizen science, impact of noise on community health, to how networks influence behavior and more, RWJF's Pioneer team explores the future.

Call for Proposals

Proposal Deadline: May be submitted on a rolling basis

ELIGIBILITY CRITERIA

Preference will be given to applicants that are tax exempt under Section 501(c)(3) of the Internal Revenue Code and are not private foundations or Type III supporting organizations. Applicant organizations must be based in the United States or its territories. Submissions from teams that include both U.S. and international members are eligible, but the lead applicant must be based in the United States.

SELECTION CRITERIA

Applications will be evaluated based on, but not limited to the following criteria:

Strength of health equity focus: How will this project increase opportunities for everyone to live the healthiest life possible, no matter who they are, where they live, or how much money they make?

Strength of insight: How will this project help anticipate, adapt to, and influence the future in 5 to 15 years?

Strength of idea: Is this project pioneering in one or more of these ways?

- Offers a new take or perspective on a long-running, perplexing problem;
- Challenges assumptions or cultural practices;
- Takes an existing idea and give it a new spin—or a novel application;
- Applies ideas from other fields; and/or
- Explores how an emerging trend will shape the future
- Describe in which other way you see your project as pioneering

We are interested only in future-oriented ideas. If your proposal does not center around anticipating the next 5–15 years, it is not a fit for this funding opportunity.

For your best chance at success, we encourage you to consider whether your idea is appropriate for this Pioneering Ideas: Exploring the Future to Build a Culture of Health funding opportunity. You may find one of RWJF's other [current funding opportunities](#) to be a better fit for your work. To make an informed and honest assessment about whether your idea is right for this CFP, please read the above Selection Criteria, as well as the [General frequently asked questions \(FAQs\)](#) and [Pioneering Ideas: Exploring the Future to Build a Culture of Health-specific FAQs](#) and sample application.

Visit the [Grants Explorer](#) on [rwjf.org](#) to view all grants in the Pioneering Ideas for an Equitable Future portfolio.

TOTAL AWARDS

The average *Pioneering Ideas for an Equitable Future* grant in 2019 was \$315,031. However, there is not an explicit range for budget requests. You should request the amount of funding you will need to complete your proposed project—including direct and indirect costs—for the entire duration of your grant. Grant periods are flexible, though generally range from 1 to 3 years.

OUR EQUITY, DIVERSITY, AND INCLUSION COMMITMENT

The Robert Wood Johnson Foundation is committed to building a Culture of Health that provides everyone in America a fair and just opportunity for health and well-being. Achieving this goal requires focus on equity, diversity, and inclusion. To that end, we are committed to fostering diverse perspectives. We recognize that individuals' perspectives are shaped by a host of factors, such as their race, ethnicity, gender, physical and mental ability, age,

Call for Proposals

Proposal Deadline: May be submitted on a rolling basis

socioeconomic status, gender identity and expression, sexual orientation, familial status, education, religion, legal status, military service, political affiliation, geography, and other personal and professional experiences.

We know that the presence of diverse perspectives alone is not sufficient. Therefore, we also are committed to creating inclusive environments where all individuals are encouraged to share their perspectives and experiences. We believe that only through valuing our differences and similarities, and remaining vigilant in advancing equity, will we be able to maintain an equitable workplace and actively pursue equity in all aspects of our work. We commit to being continuous learners and working alongside others to cultivate equity, diversity, and inclusion.

MONITORING

RWJF monitors our grantees' efforts and careful stewardship of grant funds to assure accountability. Grantees will be required to submit periodic narrative and financial reports.

USE OF GRANT FUNDS

Grant funds may be used for project staff salaries, consultant fees, data collection and analysis, meetings, supplies, project-related travel, and other direct project expenses, including a limited amount of equipment essential to the project, and indirect costs to support the operations of the applicant organization. In keeping with RWJF policy, grant funds may *not* be used to support clinical trials of unapproved drugs or devices, to construct or renovate facilities, for lobbying, for political activities, or as a substitute for funds currently being used to support similar activities.

OPEN ACCESS

In order to ensure RWJF-supported research is made accessible to a wide and diverse audience, grantees who publish findings in peer-reviewed publications must do so in open access journals and/or must include funds in their budgets to cover the cost of making the resulting publications open access (typically \$2,000–\$5,000 per manuscript).

HOW TO APPLY

Proposals for this solicitation must be submitted via the RWJF online system. Visit the [Pioneering Ideas: Exploring the Future to Build a Culture of Health](#) web page and use the "Apply Online" link. If you have not already done so, you will be required to register at my.rwjf.org before you begin the application process. You will receive an email invitation with a link to the RWJF online system and additional instructions. To begin your proposal, select the link in the email and follow the instructions.

There are two phases in the proposal review process:

Phase 1: Brief Proposals

Applicants must submit a brief proposal with a project description and summary and include a preliminary budget.

Phase 2: Full Proposals

Selected Phase 1 applicants may be invited to submit a full proposal accompanied by a detailed budget, budget narrative, and additional information. The Proposal Narrative section may not exceed 10 pages.

Due to the volume of proposals we receive, RWJF does not provide individual critiques of proposals submitted.

During the application process applicants may send questions to:

Call for Proposals

Proposal Deadline: May be submitted on a rolling basis

Email: pioneeringideas@rwjf.org

Prior to submitting an inquiry, please review the [General frequently asked questions \(FAQs\)](#) and [Pioneering Ideas: Exploring the Future to Build a Culture of Health-specific FAQs](#)

PROGRAM DIRECTION

Direction and technical assistance for this program are provided by the Robert Wood Johnson Foundation.

Responsible staff members at the Robert Wood Johnson Foundation are:

Lori Melichar, *senior director*

Sabrina Ton, *program associate*

Shakila Woltz, *grants management coordinator*

Sharleen Rajput, *program financial analyst*

Jody Struve, *communications officer*

KEY DATES

Proposals will be accepted throughout the year on a rolling admission. All applications will be reviewed. We strive to get back to all applicants as quickly as possible. Depending on the volume of proposals received, applicants can expect to receive a response as early as one month and no later than six months as to whether their application has been accepted for further consideration or turned down.

Please note that from time to time, we may temporarily suspend receipt of new proposals to this solicitation in order to refresh our focus areas.

ABOUT THE ROBERT WOOD JOHNSON FOUNDATION

The Robert Wood Johnson Foundation (RWJF) is committed to improving health and health equity in the United States. In partnership with others, we are working to develop a Culture of Health rooted in equity that provides every individual with a fair and just opportunity to thrive, no matter who they are, where they live, or how much money they have. For more information, visit www.rwjf.org.

Sign up to receive email alerts on upcoming calls for proposals at <https://www.rwjf.org/en/email-subscriptions.html>

50 College Road East
Princeton, NJ 08540-6614

27

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MV CONTRACT TRANSPORTATION INC. FOR THE PROVISION OF OPERATIONS AND MAINTENANCE OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN) COMMENCING JANUARY 1, 2024.

OFFICE OF THE CITY CLERK
APR 10 10 10 AM 2024

WHEREAS, on November 7, 2023, the City Council approved an order authorizing the Mayor to enter into a contract with MV Transportation, Inc.; and

WHEREAS, this order seeks to correct the legal name of the contractor from MV Transportation, Inc. to MV Contract Transportation Inc. in order to execute a maintenance and operation contract; and

WHEREAS, the City of Jackson (City) has determined that it is in the City's best interest to seek a professional management company to operate and maintain the City's public transit system (JTRAN) and is authorized to enter into a contract for the operation and maintenance of said public transportation system; and

WHEREAS, the City issued a Request for Proposal on August 25, 2023 for a transit operator company to provide operations and maintenance of JTRAN and received responses from two transit companies; and

WHEREAS, based on the best value procurement policy, reviewed by the review committee, City staff and administration, MV Contract Transportation Inc. has been determined to provide the best value in the operations and maintenance of JTRAN for the next four years commencing on January 1, 2024 through December 31, 2027 with three one-year options to be exercised at the future sole discretion of City Council as described in "Exhibit A" attached hereto and incorporated herein by reference; and

WHEREAS, the City shall pay MV Contract Transportation Inc. an estimated amount in FY 2023-2024 of eight million five hundred ninety-nine thousand seven hundred thirty-two dollars (\$8,599,732), in FY 2024-2025, nine million five hundred sixty-seven thousand six hundred forty-seven dollars (\$9,567,647), in FY 2025-2026 nine million nine hundred fifty-three thousand four hundred thirty-eight dollars (\$9,953,438) and in FY 2026-2027 ten million five hundred fifty-two thousand eighty-five dollars (\$10,552,085) based on the operation of forty-eight thousand seven hundred seventy-six (48,776) annual revenue vehicle service hours for JTRAN fixed route and fifty thousand two hundred nineteen (50,219) annual trips for demand response service the first year of the contract, excluding no-shows and cancellations, to the base cost per trip rate and increase the number of trips and hours by 3% for each year thereafter plus a start-up costs for actual expenses incurred with supporting documentation not to exceed two hundred sixty-nine thousand five hundred and seventy-two dollars and nine cents (\$269,572.09); and

WHEREAS, to ensure that the public transportation services are not interrupted, the transition plan will incorporate the formal transfer of all relevant documents required to establish and maintain MV Contract Transportation Inc. as the transit operations and maintenance contractor for the City and that MV Contract Transportation Inc. is authorized to work with Transdev Services

Agenda Item No. 27
1.3.2024
(Dotson, Lumumba)

Incorporation, Inc. to facilitate the transition of operations to MV Contract Transportation Inc. control by December 31, 2023.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to enter into an Agreement with MV Contract Transportation Inc. for the provision of Operations and Maintenance of the public transportation system (JTRAN) for a four (4) year period commencing January 1, 2024 through December 31, 2027, with three, one-year options to be exercised upon approval of the City Council.

IT IS FURTHER ORDERED, that should an agreement with MV Contract Transportation Inc. not be executed, that the Mayor is authorized to negotiate and execute an Agreement with Transdev Services Incorporation, Inc., as the second most responsive bidder and shall negotiate a BAFO with Transdev Services Incorporation based on the costs listed on Exhibit A.

IT IS, FURTHER ORDERED that the City shall pay MV Contract Transportation Inc. an estimated amount in FY 2023-2024 of eight million five hundred ninety-nine thousand seven hundred and thirty-two dollars (\$8,599,732), in FY 2024-2025, nine million five hundred sixty-seven thousand six hundred and forty-seven dollars (\$9,567,647), in FY 2025-2026 nine million nine hundred fifty-three thousand four hundred and thirty-eight dollars (\$9,953,438) and in FY 2026-2027 ten million five hundred fifty-two thousand and eighty-five dollars (\$10,552,085) based on the operation of forty-eight thousand seven hundred and seventy-six (48,776) annual revenue vehicle service hours for JTRAN fixed route and fifty thousand two hundred and nineteen (50,219) annual trips for demand response service the first year of the contract, excluding no-shows and cancellations, to the base cost per trip rate and increase the number of trips and hours by 3% for each year thereafter plus a start-up costs for actual expenses incurred with supporting documentation not to exceed two hundred sixty-nine thousand five hundred and seventy-two dollars and nine cents (\$269,572.09).

Item# _____
Agenda Date:
By: (Dotson, Lumumba)

(See Exhibit A, Attached hereto)

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor
THRU: Chloe Dotson, Director Department of Planning & Development *Cum*
FROM: Christine F. Welch, Deputy Director Office of Transportation
DATE: October 20, 2023
RE: Agenda Item for November 7, 2023 City Council Meeting

The attached agenda item authorizes the Mayor to enter into an Agreement with MV Contract Transportation. for the provision of Operations and Maintenance for the public transportation system (JTRAN) for a four-year period commencing January 1, 2024 through December 31, 2027. This agreement provides for three (3), one-year options exercised in the future upon approval of the City Council.

On August 25, 2023, the Department of Planning and Development, Office of Transportation, Transit Services Division, released a Request for Proposals (RFP) for a contractor for the operation and maintenance of the JTRAN system for a four (4) year period with three (3) one-year options. The Transit Services Division is maintaining the current level of service operation of 48,774 annual revenue vehicle service hours for JTRAN fixed route and 50,208 annual trips for demand response service the first year of the contract, excluding no-shows and cancellations, to the base cost per trip rate and increase the number of hours and trips by three percent (3%) for each year thereafter.

The City is looking to the proposed Contractor to assist in keeping the transit operations as lean, mean, and efficient and to be mindful of all costs proposed to ensure the future sustainability of the transit program. We desire to collaborate with a company to transform this operation to the next level and to embody their professional philosophy for operation and maintenance of a transit system from day one. The questions asked in the best and final offer (BAFO) to the proposed Contractor was how they can assist the City in meeting that objective in a reasonable and economical manner.

The contractor retained will not be allowed to sub-contract transit operations and maintenance services for the system. The proposed contractor assumes all liability associated with cost and insurance for a fixed monthly cost, plus an hourly variable rate based on a definition.

The City received two proposals from the following companies:

- MV Contract Transportation, Inc
- Transdev Services

The review committee recommended that MV Contract Transportation continue with the best and final offer (BAFO) process based on the high-ranking score and that Transdev Services no longer be considered in the process. The review committee felt that both of the proposed contractors was well qualified to provide the services. However, the critical components were how the proposed contractor's regional management team would support the local team and be able to interact with City staff. Maintenance is our weakest link. The proposed contractor showed an aggressive approach to our Maintenance Plan and

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 11/7/2023

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR ENTER INTO AN AGREEMENT WITH MV CONTRACT TRANSPORTATION FOR THE PROVISION OF OPERATIONS AND MAINTENANCE OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN) COMMENCING JANUARY 1, 2024.
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	6. Infrastructure & Transportation.
3.	Who will be affected	All citizens and visitors of the City of Jackson
4.	Benefits	All citizens and visitors of the City of Jackson
5.	Schedule (beginning date)	January 1, 2024
6.	Location:	Department of Planning & Development/Office of Transportation/All Wards
7.	Action implemented by: City Department	Department of Planning & Development/Office of Transportation
8.	COST	Year 1: \$8,599,732 Year 2: \$9,567,647 Year 3: \$9,953,438 Year 4: \$10,552,085
9.	Source of Funding General Fund x Grant Bond Other	Federal Transit Administration (FTA) Section 5307 funding – 80% for preventative maintenance and ADA paratransit operations. And 50% for a portion of the operational costs. (187-4473) General Fund – 20 % for preventative maintenance and ADA paratransit operations to 50% for a portion of the operational costs. All additional costs not covered by FTA grants would be covered by General Fund. (187-5911).
10.	EBO participation	DBE <u>2.50</u> % WAIVER yes ___ no <u>X</u> N/A ___ AABE ___% WAIVER yes ___ no ___ N/A <u>X</u> WBE ___% WAIVER yes ___ no ___ N/A <u>X</u> HBE ___% WAIVER yes ___ no ___ N/A <u>X</u> NABE ___% WAIVER yes ___ no ___ N/A <u>X</u>

Office of the City Attorney

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
DLK 1/27/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MV CONTRACT TRANSPORTATION INC. FOR THE PROVISION OF OPERATIONS AND MAINTENANCE OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN) COMMENCING JANUARY 1, 2024** is legally sufficient for placement in NOVUS Agenda.




Catoria Martin, *City Attorney*

12/27/23

DATE

Kristie Metcalfe, *Deputy City Attorney*



28

ORDER AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO PAY PROFESSIONAL ASSOCIATION DUES, CONFERENCE FEES, AND TRAVEL-RELATED EXPENSES ASSOCIATED WITH REPRESENTING THE CITY OF JACKSON AND ITS EMPLOYEES AS IS REASONABLE AND NECESSARY TO THE PERFORMANCE OF THE DUTIES OF THE DEPARTMENT OF PUBLIC WORKS

OFFICE OF THE CITY ATTORNEY
1/3/2024

WHEREAS, the Attorney General opined a municipality may pay professional association dues for individuals if the public entity determines that the professional association dues or licensing fees are reasonable and necessary to the performance of the employee's duties, the membership must accrue to the benefit of the municipality, and any benefit to the individual must be merely incidental; and

WHEREAS, the City of Jackson employs licensed engineers and architects who are required to obtain professional development hours or continuing educational credits to retain their licenses; and

WHEREAS, the City of Jackson employs team members whom are required to obtain professional development hours or continuing educational credits for various certifications; and

WHEREAS, the engineers, architects, and other team members for the City of Jackson are usually members of at least one of the following organizations:

1. American Society of Civil Engineers (ASCE)
2. Institute of Transportation Engineers (ITE)
3. American Institutes of Architects (AIA)
4. Solid Waste Association of North America (SWANA)
5. American Public Works Association (APWA)

WHEREAS, various seminars, conferences, workshops, and other educational programs are held from time to time that require team members to travel for required hours and credits; and

WHEREAS, there is no authority to pay travel-related expenses prior to the approval by the governing authorities; therefore, the Department of Public Works requests the authority to pay in an amount not to exceed \$1,000, but shall not exceed the amount available in the budget, for travel expenses in connection with the attendance of any seminars, conferences, workshops, and other educational programs related to the team members' responsibilities and related to the above-referenced professional organizations

IT IS, THEREFORE, ORDERED that the governing authorities for the City of Jackson determines the above-referenced professional association dues are reasonable and necessary to the performance of the duties of Public Works team members and authorizes the

Agenda Item No. 28
1.3.2024
(Wright, Lumumba)

Department of Public Works to pay organizational dues for Public Works team members with such amount not to exceed the amount available in the Department budget.

IT IS, FURTHER, ORDERED that the governing authorities find it necessary and proper to authorize the Department of Public Works to pay professional association conference and seminar expenses and travel related expenses in the amount not to exceed \$1,000 per person, but shall not exceed the amount available in the budget, for travel expenses in connection with the attendance of any seminars, conferences, workshops, and other educational programs related to the Public Works team member's responsibilities and associated with the above-referenced professional organizations.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 21, 2023

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	Order authorizing payment of professional organization dues and conference fees for Public Works
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6 Infrastructure and Transportation
3.	Who will be affected	City staff
4.	Benefits	Authorize payment of professional organization dues and conference fees for Public Works. This had been previously done as purchase orders.
5.	Schedule (beginning date)	After approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works,
8.	COST	Varies by divisional budget
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Public Works General Fund (Fund 1) Public Works Solid Waste Enterprise Fund (Fund 9)
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

Department of Public Works



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

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Louis Wright
Chief Administrative Officer

Date: December 21, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing payment of organizational dues, conference and seminar fees, and travel to said conferences. Public Works staff in Engineering and Solid Waste are members of professional organizations such as Solid Waste Association of North America, American Institutes of Architects, and the American Society of Civil Engineers as part of their work for the City of Jackson. Team members attend conferences and seminars that count for professional hours related to their membership and professional certification. While Public Works strive to attend local events, it may be necessary to travel to a conference during the year. Organizational dues, conference registrations, and travel when necessary are budgeted within the affected divisions. Previously, this had been done on routine purchase orders. Based on legal advise, Public Works seeks Council approval to pay these routine expenses.

If you have any questions or comments, please call me.


Office of the City Attorney

455 East Capitol Street
Post Office Box 2719
Jackson, Mississippi 39207
Telephone: (601) 960-1199
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
12/27/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO PAY PROFESSIONAL ASSOCIATION DUES, CONFERENCE FEES, AND TRAVEL-RELATED EXPENSES ASSOCIATED WITH REPRESENTING THE CITY OF JACKSON AND ITS EMPLOYEES AS IS REASONABLE AND NECESSARY TO THE PERFORMANCE OF THE DUTIES OF THE DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.



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

12/27/23

DATE

29

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1/FINAL TO THE CONTRACT OF FORDICE CONSTRUCTION COMPANY, INC., AUTHORIZING RELEASE OF RETAINAGE, PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCEMENT OF ONE YEAR WARRANTY FOR THE COLONIAL CIRCLE BRIDGE PROJECT, STATE PROJECT NUMBER ERBR-25(03)

OFFICE OF THE CLERK OF COURTY
12/16/23
2023

WHEREAS, the City of Jackson executed a contract with Fordice Construction Company, Inc. for the Colonial Circle Bridge Project; and

WHEREAS, Change Order No. 1/Final decreases the contract amount by \$100,910.46 due to contingency line items for utility work that were not used during the project; and

WHEREAS, a final inspection was held by the Department of Public Works, and the Department recommends acceptance of the project; and

WHEREAS, the bonding company, Fidelity and Deposit Company of Maryland, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept Change Order No. 1/Final and authorize final payment in the amount of \$29,364.08 to Fordice Construction Company, Inc.

IT IS, THEREFORE ORDERED that the Mayor is authorized to execute Change Order No. 1/Final to the Contract with Fordice Construction Company, Inc, for the Colonial Circle Bridge Project, decreasing the contract amount by \$100,910.46 for a final contract amount of \$587,281.54.

IT IS FURTHER ORDERED that final payment in the amount of \$29,364.08 to Fordice Construction Company, Inc. is hereby authorized.

IT IS FURTHER ORDERED that the one-year warranty commence effective the date of the final inspection and that the Municipal Clerk is authorized to publish the Notice of Completion of the Colonial Circle Bridge Project.

Agenda Item No. 29
1.3.2024
(Wright, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET December 26, 2023
 DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Order to close out the Colonial Circle Bridge Project
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life
3.	Who will be affected	Motorists on Colonial Circle west of Old Canton Rd.
4.	Benefits	Bridge construction project
5.	Schedule (beginning date)	Construction Complete
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Colonial Circle west of Old Canton Rd (Ward 1)
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	COST	Decreases \$100,910.46 to the contract amount. New and final contract amount: \$587,281.54 Final payment of \$29,364.08
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	ERBR/1% Sales Tax
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

Department of Public Works



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

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Louis Wright
Chief Administrative Officer

Date: December 26, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda that closes out the contract with Fordice for the Colonial Circle bridge project.

The proposed change in contract amount is a decrease of \$100,910.46 to \$587,281.54. The agenda item authorizes final payment in the amount of \$29,364.08, authorizes release of securities held in lieu of retainage, authorizes commencement of the one year warranty, and authorizes publication of the notice of completion. It is the recommendation of this office that the order be approved. If you have any questions or comments, please call me.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-3999
Facsimile: (601) 960-1736
2023

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1/FINAL TO THE CONTRACT OF FORDICE CONSTRUCTION COMPANY, INC., AUTHORIZING RELEASE OF RETAINAGE, PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCEMENT OF ONE YEAR WARRANTY FOR THE COLONIAL CIRCLE BRIDGE PROJECT, STATE PROJECT NUMBER ERBR-25(03)** is legally sufficient for placement in NOVUS Agenda.



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

12/27/23
DATE

CHANGE ORDER NUMBER ONE (1) and FINAL

**COLONIAL CIRCLE BRIDGE
REPLACEMENT**

City Project No. ERBR-25(03)

DATE DECEMBER 6, 2023
TITLE Colonial Circle Bridge Replacement
City Project No. ERBR-25(03)
OWNER City of Jackson
CONTRACTOR FORDICE CONSTRUCTION COMPANY
P. O. Box 1101
Vicksburg, MS 39181
ENGINEER CIVILTech, Inc.
5420 Executive Place
Jackson, Mississippi 39208
ORIGINAL CONTRACT PRICE \$ 688,192.00
TOTAL DEDUCT CHANGE ORDER NO. 1 \$(100,910.46)
**FINAL CONTRACT PRICE INCLUDING
CHANGE ORDER NUMBER 1** \$ 587,281.54

DESCRIPTION OF CHANGES See Page 2

JUSTIFICATION See Page 2

APPROVALS

Accepted By
Fordice Construction Company



Hunter L. Fordice, President

Recommended By
CIVILTech, INC.



Ethore Moody, P.E., President

Recommended for Approval
CITY OF JACKSON

Robert Lee, P.E., City Engineer, DPW

Approved
CITY OF JACKSON

Chokwe Antar Lumumba, Mayor

Acceptance of final payment by Contractor constitutes a complete and general release of the City from all claims and liability of whatever nature, whether then known or unknown, whether then existing or thereafter arising, and whether in contract, tort, or other basis of relief. No payment, including final payment, nor partial or entire use or occupancy of the Work, shall be construed as acceptance of effective, incomplete or nonconforming Work, and Contractor shall remain responsible and liable for

**COLONIAL CIRCLE BRIDGE REPLACEMENT
CITY PROJECT NO: ERFR-25(03)
CHANGE ORDER NUMBER ONE (1) AND FINAL**

Q NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
D	General of Asphalt Pavement	6.67	SY	\$ 10.50	\$ 70.03 ADD
E	Narrow Basewidth	150.00	CY	\$ 35.00	\$ 5,250.00
A	Temporary BRP Poles (1" Dia.)	(200.00)	LF	\$ 5.00	\$ 1,000.00 DEDUCT
A	Temporary Junction Checks, With/Out	(130.00)	BALE	\$ 9.00	\$ 1,170.00 DEDUCT
A	Similar Material (1.5X) (Class 5, Group B)	4.00	TON	\$ 70.00	\$ 280.00 ADD
BEG	Size 610 Crushed Stone Base	28.61	TON	\$ 100.00	\$ 2,861.00 DEDUCT
B	10" Mix Asphalt ST (9.5mm)	124.566	TON	\$ 240.00	\$ 30,000.00
B	10" Mix Asphalt ST (13.5mm)	35.13	TON	\$ 310.00	\$ 10,890.30
A	old Milling	(270.00)	SY	\$ 16.50	\$ 4,455.00 DEDUCT
D	Tiller Adjustment - Water Line - Leak Repair (Complete)	11.00	LS	\$ 10,000.00	\$ 110,000.00 DEDUCT
D*	Tiller Adjustment - to Robinson Airtion 156 LF of 28" RCP Sanitary Sewer Line (including) (Complete)	11.00	LS	\$ 70,000.00	\$ 770,000.00 DEDUCT
D*	Tiller Adjustment - Robinson Airtion 140 LF of 4" Water Line, Flirtin, Valves (Complete)	11.00	LS	\$ 30,000.00	\$ 330,000.00 DEDUCT
B	4" Wide Thermo Traffic Strip (C/W)	186.00	LF	\$ 4.50	\$ 837.00 DD
E-1	4" Wide Thermo Traffic Strip (C/W)	1,091.00	LF	\$ 4.50	\$ 4,759.50 DD
B	1/2" x 1/2" x 1/2" Rip-Rap (200 lb)	5.85	TON	\$ 145.00	\$ 848.25 DD
B	concrete under Rip-Rap (1" Dia V)	1.67	SY	\$ 6.50	\$ 10.85 DD
D	1/2" x 1/2" x 1/2" Rip-Rap (200 lb)	16.00	BAG	\$ 40.00	\$ 720.00 ADD
A	Rebar Assembly (Solar) w/Sign & Marker (Complete)	(2.00)	BAG	\$ 14,500.00	\$ 29,000.00 DEDUCT
A	Rebar Assembly (Solar) w/Sign & Marker (Complete)	(2.00)	BAG	\$ 14,500.00	\$ 29,000.00 DEDUCT
A	Rebar Assembly (Solar) w/Sign & Marker (Complete)	(1.00)	BAG	\$ 14,500.00	\$ 14,500.00 DEDUCT
C	4" Promoted Concrete Pillar	(100.00)	LF	\$ 68.00	\$ 6,800.00 DEDUCT
BEG					
A	Rebar Assembly (AC Power) w/Sign & Marker (Complete)	2.00	BAG	\$ 14,500.00	\$ 29,000.00 ADD
A	Rebar Assembly (AC Power) w/Sign & Marker (Complete)	2.00	BAG	\$ 15,500.00	\$ 31,000.00 ADD
A	traffic Signal Conduit, 1" Bore	404.00	LF	\$ 27.00	\$ 10,908.00 ADD
A	traffic Signal Conduit, 1" PVC	25.00	LF	\$ 47.00	\$ 1,175.00 DD
A	over Blar with Water Blank and Panel	2.00	BAG	\$ 2,900.00	\$ 5,800.00 ADD
A	traffic Signal Cable, AWG#102 Conductor	502.00	LF	\$ 4.00	\$ 2,008.00 ADD
TOTAL DEDUCT IN CONTRACT AMOUNT CHANGE ORDER NO. 1 AND FINAL					\$ 2,106,216.36

JUSTIFICATION - PAY ITEM CHANGES

1. This change order rectifies final "as-built" quantities for the project.
2. New items were added to change from solar power to AC power because of the trees obscuring the solar panels to provide enough sunlight.

CITY OF JACKSON, MISSISSIPPI
 CONTRACTOR'S MONTHLY ESTIMATE
 City Project Number : ERBR-25(03)

Colonial Circle Bridge Replacement

Estimate No. : Six (6) & FINAL
 Period : November 1, 2023 thru November 7, 2023

Contractor : Fordice Construction Company

P.O. Box 1101
 Vicksburg, MS 39181
 (601) 636-5807

ITEM	PLAN QUANTITY	ALLOWED THIS MONTH	ALLOWED TO DATE	UNIT	UNIT PRICE	AMOUNT THIS MONTH	TOTAL AMOUNT TO DATE
Mobilization	1		1	LS	\$30,000.00	\$0.00	\$30,000.00
Cleaning & Grubbing	1		1.00	LS	10,000.00	0.00	10,000.00
Removal of Bridge	1		1.00	Each	15,000.00	0.00	15,000.00
Removal of Asphalt Pavement	160		166.67	SY	10.50	0.00	1,750.04
Unclassified Excavation (LVM)	420		420	CY	10.50	0.00	4,410.00
Borrow Excavation	290		240	CY	35.00	0.00	8,400.00
Seeding	1		1	Acre	2,000.00	0.00	2,000.00
Temporary Silt Fence (Type I)	200		0	LF	5.00	0.00	0.00
Temporary Erosion Checks, Wattles	120		0	Bale	9.00	0.00	0.00
Granular Material (LVM)(CI 5, Gp B)	17		21	Ton	70.00	0.00	1,470.00
Size 610 Crushed Stone Base	20		48.61	Ton	100.00	0.00	4,861.00
Hot Mix Asphalt, ST (9.5 mm)	100		75.04	Ton	240.00	0.00	18,009.60
Hot Mix Asphalt, ST (12.5 mm)	25		80.13	Ton	310.00	0.00	18,640.30
Cold Milling	540		270	SY	16.50	0.00	4,455.00
Tack Coat	75		75	Gal	12.00	0.00	900.00
Travel Lane Rumble Strips (Complete)	1,200		1,200	LF	2.25	0.00	2,700.00
Utility Adjustment - Water Line - Leak Repair (Complete)	1		0	LS	10,000.00	0.00	0.00
Utility Adjustment - Adjustment to Existing Waterline - Add Supports (Complete)	1		1	LS	17,500.00	0.00	17,500.00
Utility Adjustment - to Relocate Approx 136 LF of 28" RCP Sanitary Sewer Line including Bypass Pumping, All Appurtenances (Complete)	1		0	LS	70,000.00	0.00	0.00
Utility Adjustment - Relocate approximately 140 LF of 4" Water Line, Piping, Valves, Casing, Supports, All Appurtenances (Complete)	1		0	LS	30,000.00	0.00	0.00

	PLAN QUANTITY	ALLOWED THIS MONTH	ALLOWED TO DATE	UNIT	UNIT PRICE	AMOUNT THIS MONTH	TOTAL AMOUNT TO DATE
Guardrails, "W" Beam - Post, Guardrail System, End Sections (Complete)	187		187	LF	132.00	0.00	24,684.00
4" Wide Thermo Plastic Traffic Stripe (CW)	400		586	LF	4.50	0.00	2,637.00
4" Wide Thermo Plastic Traffic Stripe (CY)	514		1,571	LF	4.50	0.00	7,069.50
Grouted Rip-Rap (200 lb)	280		285.86	Tons	145.00	0.00	41,448.25
Geotextile Under Riprap, Ty V	290		291.67	SY	6.50	0.00	1,895.86
Maintenance of Traffic	1		1,000	LS	7,000.00	0.00	7,000.00
Raised Pavement Markers	20		38	Each	40.00	0.00	1,520.00
Flasher Assembly (Solar) w/sign & radar (Complete)	0		0	Each	14,500.00	0.00	0.00
Flasher Assembly (AC Power) w/sign & radar (Complete)	2		2	Each	14,500.00	0.00	29,000.00
Flasher Assembly (Solar) w/sign "Curve Ahead" (Complete)	0		0	Each	14,000.00	0.00	0.00
Flasher Assembly (AC Power) w/sign "Curve Ahead" (Complete)	2		2	Each	15,500.00	0.00	31,000.00
Flasher Assembly Replace existing w/new Solar (Complete)	0		0	Each	14,000.00	0.00	0.00
Traffic Signal Conduit, 1" Bored	406		404	Lin Ft	27.00	0.00	10,908.00
Traffic Signal Conduit, 1" PVC	40		25	Lin Ft	47.00	0.00	1,175.00
Power Riser with Meter Base and Panel	3		2	Each	2,900.00	0.00	5,800.00
Traffic Signal Cable, AWG #10/2 Conductor Attenuator Unit & Assembly (Complete)	496		502	Lin Ft	4.00	0.00	2,008.00
1			1	Unit	40,000.00	0.00	40,000.00
Bridge Items							
30'-0" CLEAR ROADWAY WIDTH							
3@19' Precast Concrete Spans							
Test Pile	2		2	Each	6,500.00	0.00	13,000.00
14" Prestressed Concrete Piling	580		480	LF	68.00	0.00	32,640.00
End Span							
19' Precast Concrete Slab Unit, 3.5' Inter.	8		8	Each	4,700.00	0.00	37,600.00
19' Precast Concrete Slab Unit, 4.5' Inter.	4		4	Each	5,100.00	0.00	20,400.00
19' Precast Concrete Slab Unit, 3.5' Ext.	4		4	Each	5,200.00	0.00	20,800.00
19' Precast Concrete Barrier Rail	76		76	LF	300.00	0.00	22,800.00
33' Precast Concrete Cap, End Unit	2		2	Each	9,350.00	0.00	18,700.00
Precast Concrete Wing	4		4	Each	1,400.00	0.00	5,600.00

	PLAN QUANTITY	ALLOWED THIS MONTH	ALLOWED TO DATE	UNIT	UNIT PRICE	AMOUNT THIS MONTH	TOTAL AMOUNT TO DATE
<u>Intermediate Span</u>							
19' Precast Concrete Slab Unit, 3.5' Inter.	4		4	Each	4,700.00	0.00	18,800.00
19' Precast Concrete Slab Unit, 4.5' Inter.	2		2	Each	5,100.00	0.00	10,200.00
19' Precast Concrete Slab Unit, 3.5' Exter.	2		2	Each	5,200.00	0.00	10,400.00
19' Precast Concrete Barrier Rail	38		38	LF	300.00	0.00	11,400.00
36' Precast Concrete Cap, Intermediate	2		2	Each	9,350.00	0.00	18,700.00

TOTAL CONSTRUCTION ITEMS

Less Retainage at 0.0 %

TOTAL AMOUNT NOW DUE AND PAYABLE

TOTAL AMOUNT EARNED TO DATE	\$587,281.54
LESS RETAINAGE @ 5.0 %	0.00
TOTAL AMOUNT DUE AND PAYABLE	\$587,281.54
LESS PREVIOUS PAYMENTS	(587,917.48)
AMOUNT CURRENTLY DUE & PAYABLE	\$29,364.08

CONTRACTOR'S CERTIFICATE FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:  **Construction Company**

By: 
Hunter L. Fordice, President

Date: November 7, 2023

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 29,364.08

ENGINEER :

By: *[Signature]*

Date: Dec 7 2023

30

ORDER RATIFYING PROCUREMENT OF SERVICES AND REPAIRS FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS BY THE BUILDING MAINTENANCE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS

OFFICE OF THE CITY CLERK
CITY OF JACKSON
1/3/24

WHEREAS, the Building Maintenance Division of the Department of Public Works had need of certain services and repairs to equipment necessary to the operation and maintenance of the City's buildings; and

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

WHEREAS, the services and repairs to equipment set forth in certain invoices attached hereto were provided for the City's buildings; and

WHEREAS, in order to ensure the continued and proper operation and maintenance of the City's buildings, it is necessary to pay these outstanding invoices to continue receiving any needed parts or equipment, or any needed services for these vendors.

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

Amteck Sprinkler, LLC.	\$735.00
TK Elevator	\$9,225.22
Anderson Environmental Services	\$3,250.00
Advanced Microsystems Inc.	\$366.30
Global Sector Security, LLC	\$307.50
Total	\$16,684.02

Agenda Item No. 30
1.3.2024
(Wright, Lumumba)

BY: WRIGHT, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 26, 2023
DATE

(as revised 3/6/01)

POINTS		COMMENTS
1.	Brief Description / Purpose	ORDER RATIFYING PROCUREMENT OF SERVICES AND REPAIRS FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS BY THE BUILDING MAINTENANCE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Citizens of Jackson
4.	Benefits	The Building Maintenance Division will use these funds to pay overdue payments for maintenances provide by certain vendors throughout the City of Jackson.
5.	Schedule (beginning date)	Scheduled date following City Council Approval
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	City Wide
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	\$16,684.02
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Several Accounts
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____



**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Honorable Chokwe A. Lumumba, Mayor
From: Louis Wright, Jr., Chief Administrative Officer
Date: December 26, 2023

Agenda Item: **ORDER RATIFYING PROCUREMENT OF SERVICES AND REPAIRS FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS BY THE BUILDING MAINTENANCE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS**

Council Meeting: Regular Council Meeting, January 3, 2024

Purpose: The Building Maintenance Division will use these funds to pay overdue payments for equipment repairs and services provided by various vendors.

Cost: \$16,684.02

Project/Contract Type: N/A

Funding Source: Several accounts

Schedule/Time: January 16, 2024, if approved for payment

DPW Manager: Stanley Arnold

Background: The Building Maintenance Division will use these funds to pay overdue payments for equipment repairs and services provided by various vendors.


Office of the City Attorney


455 East Capitol Street
Post Office Box 2778
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1699
Facsimile: (601) 960-1666

OFFICE OF THE CITY ATTORNEY
12/27/23

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING PROCUREMENT OF SERVICES AND REPAIRS FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS BY THE BUILDING MAINTENANCE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS is legally sufficient for placement in NOVUS Agenda.



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

12/27/23

DATE



City of Jackson
ATTN:
PO Box 17
Jackson, MS 39201

INVOICE

INVOICE #: 850403521
INVOICE DATE: 10/25/23
CUSTOMER NUMBER: CH008
SERVICE ORDER: 50403081
CUSTOMER PO:

INVOICE TOTAL: \$ 735.00

DUE DATE: 11/24/23

TERMS: NET 30 DAYS

For work performed at:
Union Station
300 West Capitol Street,
Jackson, MS 39203

OTHER COSTS

10/09/23	Quoted Price to Perform Perform annual fire eprnkler inspection. Reports Attached	735.00
	Other Costs Total:	735.00

COMMENTS

Inspection PerformedMade annual eprnkler inspection all systems left in full service.

SUBTOTAL: 735.00
TAX: 0.00
INVOICE TOTAL: 735.00

REMIT TO: Amteck, LLC PO Box 55194 Lexington, KY 40555
8592559846



TK Elevator Corporation
 3100 Interstate North Cir SE Ste 600
 Atlanta, GA 30339-2227

MAINTENANCE INVOICE

INVOICE DATE: 10/01/2023
 CUSTOMER #: 64886
 JOB #: US61747
 INVOICE #: 9007480141
 PO #: L800480-L800850
 SERVICE DATE: 10/01/2023 TO 10/31/2023
 TERMS: IMMEDIATE
 TOTAL DUE: \$4,812.81

TO VIEW AND PAY ONLINE GO TO: <http://onl.tkelevator.blltruel.com>
 USE THIS ENROLLMENT TOKEN: 8VL RDZ VPG

ITEM	QUANTITY	DESCRIPTION	EXTENDED AMOUNT
		Elevator COJ-PLANETARIUM <i>DDI. 419.10.6464 ✓</i>	
C201US	2	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-ARTS CENTER <i>DDI. 418.10.6347 ✓</i>	\$298.64
C202US	2	Platinum - Full Maintenance, Overtime portion not covered - Escalator COJ-AUDITORIUM <i>DDI. 419.10.6464 ✓</i>	\$724.12
C201US	1	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-ATTORNEY'S OFFICE <i>DDI. 453.00.6464 ✓</i>	\$153.93
C201US	1	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-JRA BLDG <i>DDI. 423.00.6419 ✓</i>	\$148.27
C201US	2	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-EUDORA WELTY LIBRARY <i>DDI. 453.00.6464 ✓</i>	\$376.92
C201US	2	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-WARREN HOOD (BARNETT BLDG) <i>DDI. 453.00.6464 ✓</i>	\$696.82
C201US	3	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-AUDITORIUM <i>DDI. 419.10.6464 ✓</i>	\$418.18
C201US	1	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-CENTRAL FIRE STATION <i>DDI. 441.70.6419</i>	\$153.93



TKE Elevator Corporation
 3100 Interstate North Cir SE Ste 600
 Atlanta, GA 30339-2227

MAINTENANCE INVOICE

INVOICE DATE: 11/01/2023
 CUSTOMER #: 84865
 JOB #: US81747
 INVOICE #: 3007680828
 PO #: L600460-L600850
 SERVICE DATE: 11/01/2023 TO 11/30/2023
 TERMS: IMMEDIATE
 TOTAL DUE: \$4,612.61

TO VIEW AND PAY ONLINE GO TO: <https://tkelevator.bifftrust.com>
 USE THIS ENROLLMENT TOKEN: SVL RDZ VPG

ITEM	QUANTITY	DESCRIPTION	EXTENDED AMOUNT
C201US	4	Elevator COJ-CITY HALL 001.453.00.6464 ✓ Platinum - Full Maintenance, Overtime portion not covered - Elevator	\$1,026.20
C201US	1	COJ-POLICE DEPARTMENT 001.442.25.6317 ✓ Platinum - Full Maintenance, Overtime portion not covered - Elevator	\$140.27
C201US	1	COJ-CENTRAL COMM BLDG 001.453.00.6464 ✓ Platinum - Full Maintenance, Overtime portion not covered - Elevator	\$28.50
C201US	2	COJ-PLANETARIUM 001.418.10.6317 ✓ Platinum - Full Maintenance, Overtime portion not covered - Elevator	\$296.54
C201US	1	COJ-ARTS CENTER 001.418.10.6317 ✓ Platinum - Full Maintenance, Overtime portion not covered - Elevator	\$153.93
C201US	1	COJ-ATTORNEY'S OFFICE 001.453.00.6464 ✓ Platinum - Full Maintenance, Overtime portion not covered - Elevator	\$140.27
C201US	2	COJ-JRA BLDG 001.423.00.6419 ✓ Platinum - Full Maintenance, Overtime portion not covered - Elevator	\$685.62
C201US	1	COJ-WARREN HOOD (BARNETT BLDG) 001.453.00.6464 ✓ Platinum - Full Maintenance, Overtime portion not covered - Elevator	\$153.93
C201US	1	COJ-CENTRAL FIRE STATION 001.441.70.6419 ✓ Platinum - Full Maintenance, Overtime portion not covered - Elevator	

001.406.10.6419

PA# 77240109

SECURITY SOLUTIONS PLUS, LLC

Statement

P.O. BOX 720055
BYRAM, MS 39272-0055
(601) 346-6000

DATE

10/31/2023

BILL TO

Advanced Microsystems, Inc.
C/O Jitu Patel
655 Lake Harbour Dr.
Suite 200
Ridgeland, MS 39157

TERMS	DUE DATE	ACCOUNT #	AMOUNT DUE
Net 15	11/15/2023	Temp	\$366.30

DATE	DESCRIPTION	AMOUNT	BALANCE		
09/30/2023	Balance forward		326.50		
10/31/2023	INV #102316. Cloud Based Access Control Monitoring (4 Doors)	39.80	366.30		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
39.80	39.80	167.30	39.80	79.60	\$366.30

PLEASE CUT ALONG DOTTED LINE AND SEND IN WITH YOUR PAYMENT TO:

SECURITY SOLUTIONS PLUS
P.O. BOX 720055
BYRAM, MS 39272-0055

"SECURITY SOLUTIONS PLUS WOULD LIKE TO THANK YOU FOR YOUR BUSINESS"

Amount Enclosed: _____

Account Number: _____

77240111

Global Sector Security LLC
 3953 Underwood Drive
 Flowood, MS 39232

Invoice

Date	Invoice #
11/16/2023	66643

Bill To:
Thalia Mara Hall 255 East Pascaguola Street Jackson, MS 39201

		P.O. No.	Terms
			Due upon receipt
Quantity	Description	Rate	Amount
1.5	Labor	135.00	202.50T
1	Off site programming	105.00	105.00T
	Time zones were turned off. Replaced screw and added spacer. Reconnected camera systems for ITH and AC.		
	Sales Tax	0.00%	0.00
		Invoice Total	\$307.50

*Beginning January 1, 2021, a 3% fee will be added to each credit card payment.
 **Global Sector Services is a small business entity as defined by GSA guidelines.

Phone #	Fax #
6019824585	601-982-4591

31

ORDER RATIFYING REPAIRS TO NETWORK CABLING AT THE MUNICIPAL GARAGE BY PILEUM CORPORATION AND AUTHORIZING PAYMENTS TO SAID VENDOR FROM THE DEPARTMENT OF PUBLIC WORKS

OFFICE OF THE CITY ATTORNEY
2024
1/3/2024

WHEREAS, the Municipal Garage Division of the Department of Public Works had need of repairs to network cabling at the Municipal Garage; and

WHEREAS, due to exigent circumstances, namely the inability to access the City network, which is required to use Munis, Novus, City email, as well as other applications, the procurement of these necessary repairs was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, repairs set forth in certain invoices attached hereto were provided to the Department of Public Works, Municipal Garage Division, and the outside repairs have been completed.

IT IS, THEREFORE, ORDERED that payment to the following vendor in the amount set forth be made, consistent with the attached invoice:

Pileum Corporation	\$7,494.36
Total	\$7,494.36

Agenda Item No. 31
1.3.2024
(Wright, Lumumba)

BY: WRIGHT, LUMUMBA

Pileum Corporation
 PO Box 3488, Dept. 05-081
 Tupelo, MS 38803-3488
 (601) 352-2120



Questions about your bill?
 PileumAR@pileum.com

Bill To:
City of Jackson Attn: Eric Fox 353 S. Congress Street Jackson, MS 39201

Date	Invoice
01/23/2023	P87808

Terms	Due Date	PO Number	Reference
Due Upon Receipt	01/23/2023	METI31091 - 23000731	Order #11170

Products & Other Charges	Quantity	Price	Amount
Billable Products & Other Charges			
7133800: 23/4PR SOL NS CAT6 CMR BLUE	9000.00	\$0.23	\$2,070.00
NK688MBL-PAN: JACK CAT6 NET-KEY BLACK	30.00	\$7.77	\$233.10
NK688MBU-PAN: JACK CAT6 NET-KEY BLUE	30.00	\$7.77	\$233.10
NKPP48FMY-PAN: 48P FLUSH MOUNT PATCH PANEL	1.00	\$67.30	\$67.30
NK6PC10BUY: MODCORD CAT6 BLUE 10'	30.00	\$4.53	\$135.90
NKF2S: 2 PORT NET KEY FACEPLATE	2.00	\$3.37	\$6.74
NKF4S: 4 PORT NET KEY FACEPLATE	8.00	\$4.20	\$33.60
ATI-103: Panduit Labels for 4 Pair Cable	30.00	\$0.13	\$3.90
CBL-REMOVAL: CABLE REMOVAL	1.00	\$275.00	\$275.00
LD10: Panduit Raceway	6.00	\$25.88	\$155.28
JBX3510EI-A-PAN: Panduit Low Profile Surface Box	5.00	\$6.80	\$34.00
WM3019-20-02: 3' Wall Mount Enclosure W/Fan	1.00	\$1,069.54	\$1,069.54
NK6PC3BUY: MODCORD CAT6 BLUE 3'	30.00	\$3.23	\$96.90
Get-Install: Installation	1.00	\$3,080.00	\$3,080.00

Make checks payable to Pileum Corporation	Invoice Subtotal:	\$7,494.36
	Sales Tax:	\$0.00
	Invoice Total:	\$7,494.36
	Payments:	\$0.00
	Credits:	\$0.00
	Balance Due:	\$7,494.36

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/22/2023

DATE

P O I N T S		C O M M E N T S									
1.	Brief Description/Purpose	ORDER RATIFYING REPAIRS TO NETWORK CABLING AT THE MUNICIPAL GARAGE BY PILEUM CORPORATION AND AUTHORIZING PAYMENTS TO SAID VENDOR FROM THE DEPARTMENT OF PUBLIC WORKS									
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	6. Infrastructure & Transportation									
3.	Who will be affected	Department of Public Works									
4.	Benefits	Repair Service									
5.	Schedule (beginning date)	Upon Council Approval									
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City Wide									
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Public Works									
8.	COST	\$7,494.36									
9.	Source of Funding <ul style="list-style-type: none"> ▪ Enterprise Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.456.10 6317									
10.	EBO participation	ABE	_____	%	WAIVER	yes	___	no	___	N/A	___
		AABE	_____	%	WAIVER	yes	___	no	___	N/A	___
		WBE	_____	%	WAIVER	yes	___	no	___	N/A	___
		HBE	_____	%	WAIVER	yes	___	no	___	N/A	___
		NABE	_____	%	WAIVER	yes	___	no	___	N/A	___



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Louis Wright, Jr.
Chief Administrative Officer

Date: December 22, 2023

Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item authorizing payment to Pileum for repairs to network wiring at the Municipal Garage. The Garage Manager attempted to procure these repairs by a Limited Purchase Order due to the failure of the network at the Municipal Garage to the City-wide network. However, since the amount of the purchase was in excess of \$5,000 and the Garage Manager did not obtain two quotes, the LPO could not be paid. Prior to this issue arising, the work was completed and now the vendor should be paid. It is the recommendation of this office that this item be approved. If you have any questions, please call me.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-1779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
12/27/23

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING REPAIRS TO NETWORK CABLING AT THE MUNICIPAL GARAGE BY PILEUM CORPORATION AND AUTHORIZING PAYMENTS TO SAID VENDOR FROM THE DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.



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

12/27/23
DATE

32

ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401

OFFICE OF THE CITY ATTORNEY
26
2023

WHEREAS, the governing authorities for the City of Jackson authorized a professional services agreement with Canizaro Cawthon Davis, A Professional Association (hereinafter "CCD") on July 12, 2016, for architectural services related to the construction of a new Fire Station 20 Building, City Project No. 15B7003.401, which was executed on December 19, 2016 in the amount of \$183,182.00; and

WHEREAS, the professional services agreement was amended, as Amendment No. 1, on January 14, 2020 with an expiration date of January 1, 2022 with an additional agreement amount of \$39,946.00; and

WHEREAS, the City accepted the bid of Castle Black Construction in the amount of \$3,080,000.00 and entered into a contract in that amount with the construction substantial completion date of October 24, 2022; and

WHEREAS, Amendment No. 2 to the Contract with CCD revised the construction fee consistent with the bid, setting the basic fee at \$224,840.00 and increasing the allowable reimbursable expenses by \$2,000.00 to a total allowable amount of \$8,000.00; and

WHEREAS, Castle Black Construction failed to substantially complete construction of the project pursuant to the terms of the contract and filed for Chapter 11 Bankruptcy; and

WHEREAS, Amendment No. 3, approved on February 28, 2023, provided additional architectural and engineering services necessary for the construction project, due to the failure of Castle Black to substantially complete the project within the contract time, at an additional cost of \$9,800.00 and an amended contract term through June 30, 2023; and

WHEREAS, due to Castle Black Construction's failure to complete the project as of June 30, 2023, pursuant to Amendment No. 4, approved on July 18, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$5,000.00 with the agreement expiring September 30, 2023; and

WHEREAS, pursuant to Amendment No. 5 approved on October 10, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$5,000.00 with the agreement expiring December 30, 2023; and

WHEREAS, the building contractor has continued to exceed his contracted Substantial Completion date of October 24, 2022, which has resulted in the need for continued additional construction administration services from CCD, but since the firing of the construction superintendent the building contractor is again making significant progress toward substantial completion, which is now anticipated to occur in January 2024 and will allow the Fire Department to occupy the new fire station; and

WHEREAS, in order to provide the additional construction administration services necessary to complete the project, CCD has proposed Amendment No. 6, which will provide additional architectural and engineering services and allowances totaling \$10,000.00 to complete the project; and

Agenda Item No. 32
1.3.2024
(Wright, Lumumba)

WHEREAS, Amendment No.6 to the Agreement with CCD for Architectural Engineering Services is necessary to complete the construction of the new Fire Station 20 building and will increase the contract total to an amount not to exceed \$267,865.00; and

WHEREAS, the Fire Department and Department of Public Works recommends that the City accept the proposed Amendment No. 6 and also modify the completion date of the Agreement with CCD to June 30, 2024 to coincide with the projected final completion of construction.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No.6 to the professional services agreement with Canizaro Cawthon Davis, A Professional Association for additional architectural and engineering services for the new Fire Station 20, City Project No. 15B7003.401, increasing the total contract amount by \$10,000.00, resulting in a not to exceed amount of \$267,865.00, to be completed on or before June 30, 2024.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/26/23

DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401.			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life			
3.	Who will be affected	Occupants of Fire Station 20 and community served.			
4.	Benefits	Replacement of an outdated and unfit existing facility			
5.	Schedule (beginning date)	Upon approval by the City			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	3 No Medgar Evers Blvd, City present site of existing Fire Station 20			
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works, Engineering Division			
8.	COST	Amendment to the professional services agreement with Canizaro Cawthon Davis for additional architectural and engineering services for New Fire Station 20, City Project No. 15B7003.401. Amendment No. 6 in the amount of \$10,000.00 at a not to exceed cost of \$267,865.00, to be completed on or before June 30 2024.			
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Fire Dept Acct # - 0010-0300-509-50900-01-100-04-000-6824			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	



**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba
From: Louis Wright, Jr., Chief Administrative Officer
Date: December 26, 2023

Agenda Item: Contract Amendment New Fire Station #20 Building
City Project #: 15B7003.401
Council Meeting: Regular Council Meeting, January 3, 2023
Consultant: Canizaro Cawthon Davis

Design/Construction Administration

Purpose: Additional Architectural/Engineering Services New Fire Station #20
Cost: Total Contract \$267,865.00
This Amendment \$10,000.00
Project/Contract Type: Construction Administration
Funding Source: Fire Dept Acct # - 0010-0300-509-50900-01-100-04-000-6824
Schedule/Time: to June 30, 2024
DPW Manager: Robert Lee, PE /Lloyd Keller, Jr. AIA

Background:

Attached, you will find an item for the City Council Agenda for to amend the Consulting Services Contract to include additional Architectural and Engineering services for the design, production of construction documents and construction administration for the New Fire Station #20 building.

A professional services agreement was authorized with Canizaro Cawthon Davis on July 12, 2016, for architectural services related to the construction of a new Fire Station 20 Building, City Project No. 15B7003.401, in an amount not to exceed \$183,182.00, which was executed on December 19, 2016.

Contract Amendment No. 1 for additional consulting architectural and engineering services to modify the completed construction documents to include additional addendum items and for previous additional project revision investigation was authorized January 14, 2020 at an additional cost not to exceed \$39,946.00 with a completion date of January 1, 2022.



**City of Jackson
Department of Public Works**

The construction contract has been executed with Castle Black., Inc in the amount of \$3,080,000.00 establishing the consulting fee value, with a scheduled construction completion date of October 24, 2022

Contract Amendment No.2 was authorized on April 12, 2021 to provide additional architectural and engineering services for the construction project with a contract addition of \$14,937.00, and to modify the contract completion date to January 1, 2023

Contract Amendment No.3 was authorized on February 28, 2023 to provide additional architectural and engineering services for the construction project due to contractors delay with a contract addition of \$9,800.00, and to modify the contract completion date to June 30, 2023

Contract Amendment No.4 was authorized on July 18 2023 to provide additional architectural and engineering services for the construction project due to contractors delay with a contract addition of \$5,000.00, and to modify the contract completion date to September 30, 2023

The contractor continues to delay completion and his Surety Granite Re, Inc. has since become involved to complete the project.

Contract Amendment No.5 was authorized on October 10, 2023 to provide additional architectural and engineering services for the construction project due to contractors delay with a contract addition of \$5,000.00, and to modify the contract completion date to December 30, 2023

Contract Amendment No.6 is to provide for additional architectural and engineering services and allowances totaling \$10,000. to complete the project since the building contractor continues exceed his contracted Substantial Completion date of October 24, 2022 for the new Fire Station 20 building, the amended contracted amount not to exceed \$267,865.00 and to modify the completion date of the agreement from December 31, 2023 to June 30, 2024

Funding for this amendment is provided by Fire Dept Acct # - 0010-0300-509-50900-01-100-04-000-6824

It is the recommendation of this office that the additional architectural and engineering consulting services contract shall be approved.



**City of Jackson
Department of Public Works**

Original Authorized Contract Amount of \$183,182.00

Amendment No.1 Total contract value \$223,128.00 (addition of \$39,946.00)

Amendment No.2 Total contract value \$238,065.00 (addition of \$14,937.00)

Amendment No.3 Total contract value \$247,865.00 (addition of \$9,800.00)

Amendment No.4 Total contract value \$252,865.00 (addition of \$5,000.00)

Amendment No.5 Total contract value \$257,865.00 (addition of \$5,000.00)

Amendment No.6 Total contract value \$267,865.00 (addition of \$10,000.00)

Office of the City Attorney

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 AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401** is legally sufficient for placement in NOVUS Agenda.



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

12/27/23
DATE

 **Document G802® – 2017**

Amendment to the Professional Services Agreement

PROJECT: (name and address)
Fire Station #20
Jackson, Mississippi
CCD Project No. 16004
City of Jackson Project No.
15B7003.401

AGREEMENT INFORMATION:
Date: August 1, 2016

AMENDMENT INFORMATION:
Amendment Number: 006
Date: December 11, 2023

OWNER: (name and address)
City of Jackson
P.O. Box 17
Jackson, Mississippi 39205

ARCHITECT: (name and address)
CANIZARO CAWTHON DAVIS
129 S. President Street
Jackson, MS 39201-3605

The Owner and Architect amend the Agreement as follows:

Continue with contracted Basic Services and Additional Services because the Contractor, Castle Black Inc., has failed to complete the project in accordance with his project schedule.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

AIA Document B101 - 2007 Exhibit A. Add the following paragraph:

A.1.3.3 Add \$10,000.00 to the Contract Amount for Additional Services from January 1, 2024 through June 30, 2024 as per the hourly rates established in "Exhibit E" of the Professional Services Agreement.

Schedule Adjustment:

AIA Document B101 2007: Modify Paragraph 4.3.4 of the Agreement as follows:

4.3.4 If the services covered by this Agreement have not been completed by June 30, 2024, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services

SIGNATURES:

CANIZARO CAWTHON DAVIS
ARCHITECT (Firm name)

City of Jackson
OWNER (Firm name)


SIGNATURE

SIGNATURE

T. Steven Davis, AIA, President
PRINTED NAME AND TITLE

Chokwe A. Lumumba, Mayor
PRINTED NAME AND TITLE

December 11, 2023
DATE

DATE

33

OFFICE OF THE CITY ATTORNEY
11/29/23

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON, MISSISSIPPI IN THE MATTER OF "JAMES E. GRISHAM, JR. V. CITY OF JACKSON, MISSISSIPPI"; AND JOHN DOES 1-10; IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 22-583

WHEREAS, on September 7, 2022, James E. Grisham Jr. filed a Complaint in the Circuit Court of Hinds County, Mississippi, First Judicial District against the City of Jackson, Mississippi alleging the City negligently maintained its sewer system; and

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

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

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims in the lawsuit styled *James E. Grisham Jr. v. City of Jackson, Mississippi, et al.*, Civil Action No.: 22-583 execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiff and his Counsel, as full and final settlement of this matter.

APPROVED FOR AGENDA:

FINANCE

Budgeted: ___yes___no

LEGAL

CAO

MAYOR'S OFFICE

INITIALS: DATE:

Acct # 001519306414

Agenda Item No. 33
1.3.2024
(C.Martin, Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
11/29/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON, MISSISSIPPI IN THE MATTER OF "JAMES E. GRISHAM, JR. V. CITY OF JACKSON, MISSISSIPPI; AND JOHN DOES 1-10;"** IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 22-583 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Keyona Stewart, *Deputy City Attorney*



12/3/23
Date

34

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HIRING LEGAL COUNSEL TO REPRESENT THE CITY OF JACKSON ON ALL LEGAL MATTERS.

WHEREAS, it would be in the best interest of the City of Jackson, Mississippi to hire legal counsel to represent he City of Jackson; and

WHEREAS, 21-15-27 of the Mississippi Code of 1972 states, the governing authorities of any city or town, in this state, in addition to the authority now conferred upon them by Section 21-15-25, may in their discretion employ a firm of attorneys to represent them as their regular attorneys on the same terms, conditions and compensation as now provided for employment of an attorney as their regular attorney.

WHEREAS, the City of Jackson, Mississippi desires to employ a firm of attorneys to represent the City of Jackson on all legal matters.

THEREFORE, IT IS HEREBY ORDERED that the City Council of Jackson, Mississippi hereby orders the hiring of legal counsel to represent the City of Jackson on all legal matters.

Agenda Item No. 34
1.3.2024
(Stokes)

35

ORDER TO OVERRIDE THE DECEMBER 20, 2023 MAYOR'S VETO ON THE "ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RESTRICTING THE USE OF TAKE HOME CITY VEHICLES EXCEPT THOSE DEEMED ESSENTIAL ACCORDING TO THIS ORDINANCE IN ADDITION, RESTRICTING THE USE OF TAKE HOME CITY VEHICLES OUTSIDE OF THE CITY LIMITS OF JACKSON WITH NO EXCEPTIONS AND THE TRANSFER OF ANY VEHICLE FROM ANY DEPARTMENT TO ANOTHER, WITHOUT CITY COUNCIL APPROVAL" ON THE NOVEMBER 7, 2023 CITY COUNCIL MEETING MINUTES.

WHEREAS, the City Council passed Agenda Item No. 10 during its November 7, 2023 Regular City Council meeting, the adoption of the Jackson Code of Ordinances restricting the use of take home city vehicles except those deemed essential according to this ordinance in addition, restricting the use of take home city vehicles outside of the City limits of Jackson with no exceptions and the transfer of any vehicle from any department to another, without City Council approval; and

WHEREAS, the City Council of Jackson, Mississippi deemed it necessary to comply with Mississippi Code Annotated, § 21-8-9 which states, the legislative power of the municipality shall be exercised by the municipal council; and

WHEREAS, said Ordinance was passed by the City Council with seven (7) in favor, zero (0) opposing; and

WHEREAS, said Order was vetoed by Mayor Chokwe A. Lumumba on December 20, 2023; and

WHEREAS, Aaron Banks, President of the Jackson City Council, pursuant to 21-8-18(2) of the Mississippi Code Annotated of 1972, in response to the Honorable Chokwe A. Lumumba's veto, places this Order of reconsideration of vetoed Order before the City Council.

IT IS HEREBY ORDERED that the Ordinance of the City Council of Jackson, Mississippi restricting the use of take home city vehicles except those deemed essential according to this ordinance in addition, restricting the use of take home city vehicles outside of the city limits of Jackson with no exceptions and the transfer of any vehicle from any department to another, without city council approval be reinstated by a two-thirds majority vote of the members present and voting resolving to override the Mayor's veto.

Agenda Item No. 35
1.3.2024
(Banks)

VETO MESSAGE OF THE MAYOR OF JACKSON

WHEREAS, I, Chokwe A. Lumumba, Mayor, dispute the authority of the City Council of Jackson to issue legislation regulating the use of take-home vehicles and the ability of city departments to transfer vehicles; and


WHEREAS, the Mayor exercises the executive authority within the City of Jackson pursuant to Miss. Code Ann. Section 21-8-15, which includes the exclusive right to have superintending control of all the officers and affairs of the municipality; and

WHEREAS, the Order proposed by Council Member Aaron Banks on November 7, 2023, lacked legal sufficiency and had not been reviewed or approved by the Office of the City Attorney prior to its adoption; and

WHEREAS, upon review and research the Office of the City Attorney determined prior to implementation, this Ordinance requires the review of the Mississippi Attorney General to determine whether it violates Miss. Code Ann. Section 21-8-13 which states, "No member of the council shall give orders to any employee or subordinate of a municipality other than the council member's personal staff"; and

NOW, THEREFORE, I, Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi, pursuant to the authority vested in me by Section 21-8-17 (2) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby veto the action of the City Council of Jackson, Mississippi approving an Ordinance restricting the use of take-home vehicles and prohibiting the transfer of city vehicles between departments.

WITNESS MY HAND, on this th 20 day of December, 2023 at 4:30 am/pm



**CHOKWE A. LUMUMBA, MAYOR
CITY OF JACKSON, MISSISSIPPI**

Thereafter, **President Banks** requested that the Clerk read the Order:

ORDINANCE CREATING SECTION 118-383 OF THE CITY OF JACKSON CODE OF ORDINANCES AUTHORIZING THE DELEGATION OF PARKING REGULATION TO A PRIVATE ENTERPRISE.

WHEREAS, Section 21-37-32 of the Mississippi Code of 1972, as amended, authorizes a municipality to delegate all or a portion of the authority to enforce any municipal ordinance concerning the regulation of parking within the municipality or any portion thereof; and

WHEREAS, the City desires to delegate the enforcement of its parking regulations within those areas where the City Council has designated metered parking.

THEREFORE, BE IT ORDAINED as follows:

SECTION 1. Section 118-383 of the City of Jackson Code of Ordinances is created as follows:

Section 118-383. The governing authorities may delegate to an appropriate private enterprise through a contract the authority to enforce any ordinance concerning the regulation of parking with the City of Jackson or any part thereof, including, but not limited to, penalties for violations, deadlines for the payment of fines and late payment penalties for fines not paid when due. The contract may also provide that a summons or parking citation for the violation may be issued by a uniformed law enforcement officer, uniformed law enforcement employee or by uniformed personnel employed by the delegate serving under such contract.

SECTION 2. This ordinance shall be effective one month after its passage and publication by the Municipal Clerk.

SECTION 3. The Municipal Clerk shall cause this ordinance to be publish.

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

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

Nays – None.

Absent – None.

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RESTRICTING THE USE OF TAKE HOME CITY VEHICLES EXCEPT THOSE DEEMED ESSENTIAL ACCORDING TO THIS ORDINANCE IN ADDITION, RESTRICTING THE USE OF TAKE HOME CITY VEHICLES OUTSIDE OF THE CITY LIMITS OF JACKSON WITH NO EXCEPTIONS AND THE TRANSFER OF

ANY VEHICLE FROM ANY DEPARTMENT TO ANOTHER, WITHOUT CITY COUNCIL APPROVAL.

WHEREAS, the City Council of Jackson, Mississippi acknowledges its legislative and fiscal responsibility account for the receivables, expenses, and auditing of the city's financial assets; and

WHEREAS, the City Council of Jackson, Mississippi acknowledges and does hereby recognize, the need to achieve financial savings for the municipality of Jackson, by cutting cost in the use of vehicles and maintenance due to excessive and unnecessary use of any city employee; and

WHEREAS, the aim and goal of this ordinance is to prevent any waste of unnecessary fuel usage, and to prevent the damage of any city vehicles being utilized during a time that is not pertaining to work of the City of Jackson; and

WHEREAS, the City Council of Jackson, Mississippi recognizes the importance of keeping a proper audit of its assets; and

WHEREAS, the City Council of Jackson, Mississippi recognizes the importance of a vehicle/vehicles being purchased and approved by the City Council within a department staying within the department unless otherwise approved as a transfer of assets by the City Council of Jackson, Mississippi; and

WHEREAS, the only vehicles exempt from the restriction of not allowing employees to take home vehicles and deemed essential of this ordinance are as follows:

- 1) All police and certified personnel of the Jackson Police Department, as given permission by only the Chief of the Jackson Police Department.
- 2) Employees of the command staff of the Jackson Fire Department, as given permission by only the Chief of the Jackson Fire Department.
- 3) Essential employees of the Public Works Director as deemed essential by the public works department for emergency services only.
- 4) The Director of Planning and Development & Designated Code Enforcement Manager
- 5) The Director of Parks and Recreation
- 6) The Mayor of the City of Jackson

WHEREAS, the City Council of Jackson, Mississippi understands the value of employee travel for specific trainings, which shall be approved and managed by Department Director according to a policy approved by the City Attorney's office; and

WHEREAS, upon the violation of this ordinance and any such report of such violation, this matter shall be investigated by the city council according to its statutory authority. Be it also known, that the defunding or decrease of fuel and the budgeted amount for the purchase or lease of vehicles of the department in violation will be considered by the Jackson City council.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.**

BE IT HEREBY RESOLVED that the City Council of Jackson, Mississippi through its legislative and financial responsibility over the cities financial assets approved by the city council restricts the taking home of any city vehicles except those deemed essential and exempt according to this ordinance. In addition, the restriction of taking home a city vehicle outside of the city limits of Jackson, Mississippi is completely prohibited without any exemptions.

BE IT ALSO HEREBY RESOLVED that the City Council of Jackson, Mississippi with its legislative, financial, and auditing authority, in addition with its authority to approve the purchasing of vehicles within departments restricts the transfer of vehicles within departments without approval or amendment to the order purchasing the vehicle for said department of the City Council of Jackson, Mississippi.

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

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

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

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

Nays – None.

Absent – None.

* * * * *

ORDER APPROVING CLAIMS NUMBER 29529 to 29574 APPEARING AT PAGES 63 TO 79 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$2,161,278.85 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 29529 to 29574 appearing at pages 63 to 79, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$2,161,278.85 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	682,671.85
TECHNOLOGY FUND	67,446.04
PARKS & RECR. FUND	38,028.47
BUSINESS IMPROV FUND (LANDSCP)	862.73

