



**REVISED**

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

**August 30, 2022**

**AGENDA**

**10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. PASTOR JOHN A. WICKES OF MT. NEBO M.B. CHURCH

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

**INTRODUCTIONS**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

2. NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."
3. APPROVAL OF THE AUGUST 2, 2022 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
4. APPROVAL OF THE AUGUST 5, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
5. APPROVAL OF THE AUGUST 12, 2022 EMERGENCY SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
6. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP & REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-778 -459 ROLAND STREET - \$1,699.00. (WARD 4) (HILLMAN, LUMUMBA)

7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-848 – 237 SEWANEE DRIVE – \$1,699.00. (WARD 4 (HILLMAN, LUMUMBA))**
8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1165 – 5825 TURNER STREET – \$1,100.00. (WARD 4) (HILLMAN, LUMUMBA)**
9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-843 – 235 PARKSIDE PLACE – \$1,075.00. (WARD 5) (HILLMAN, LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1064 – 4420 ROBINSON ROAD – \$799.00. (WARD 5) (HILLMAN, LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-927 – 1736 REDDIX STREET– \$499.00. (WARD 4) (HILLMAN, LUMUMBA)**
12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC, TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-**

1143 - 1067 ALTA VISTA BLVD – \$500.00. (WARD 5) (HILLMAN, LUMUMBA)

**INTRODUCTION OF ORDINANCES**

13. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RENAMING NELSON DRIVE FROM GAULT STREET TO WILLIAMS DRIVE TO DR. OBIE MCNAIR, JR. DRIVE. (STOKES)**
14. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING WEST STREET FROM SOUTH DRIVE TO COURT STREET TO BEVERLY NELSON SHAW DRIVE. (STOKES)**
15. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING SECTION 2-166, OF THE CITY OF JACKSON, MISSISSIPPI CODE OF ORDINANCES, RESIDENCY REQUIREMENTS. (FOOTE)**

**REGULAR AGENDA**

16. **CLAIMS (MALEMBEKA, LUMUMBA)**
17. **PAYROLL (MALEMBEKA, LUMUMBA)**
18. **ORDER RE-APPOINTING JEANNE HAIRSTON TO THE JACKSON PUBLIC SCHOOL BOARD. (LUMUMBA)**
19. **ORDER CONFIRMING THE MAYOR'S NOMINATION OF DAVID BURKS, JR. TO THE JACKSON-HINDS LIBRARY BOARD. (LUMUMBA)**
20. **ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF) FOR REIMBURSEMENT OF OVERTIME SALARY COSTS ASSOCIATED WITH THE ATF TASK FORCE. (DAVIS, LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN LIFE ENHANCEMENT AND ACHIEVEMENT PROGRAM (LEAP), INC., FIRST TEE – CENTRAL MISSISSIPPI, AND THE CITY OF JACKSON, MISSISSIPPI FOR THE USE OF YOUTH GOLF AT THE PETE BROWN GOLF FACILITY AND GROVE PARK GOLF COURSE FOR A PERIOD OF TWO (2) YEARS COMMENCING FROM THE DATE OF MAYOR'S EXECUTION. (HARRIS, LUMUMBA)**
22. **ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF MAINTENANCE WORKER FROM 10 TO 19; EQUIPMENT OPERATOR FROM RANGE 12 TO RANGE 20; HEAVY EQUIPMENT OPERATOR FROM RANGE 14 TO RANGE 23; MECHANIC FROM RANGE 16 TO RANGE 23; CARPENTER FROM RANGE 15 TO RANGE 23 PLUMBER FROM RANGE 15 TO 23; CREW LEADER FROM RANGE 16 TO RANGE 21; HVAC TECHNICIAN FROM RANGE 17 TO RANGE 23 PAINTER FROM RANGE 15 TO RANGE 23; WELDER FROM RANGE 16 TO 23; HEAVY EQUIPMENT MECHANIC FROM RANGE 17 TO RANGE 23 SIGNAL TECHNICIAN FROM RANGE 16 TO RANGE 19; BRIDGES AND DRAINAGE SUPERVISOR FROM RANGE 19 TO RANGE 24; SEWER SYSTEMS SUPERVISOR FROM RANGE 19 TO RANGE 24; WATER MAINTENANCE AND DISTRIBUTION SUPERVISOR FROM RANGE 19 TO RANGE 24; STREET MAINTENANCE SUPERVISOR FROM RANGE 19 TO RANGE 24 ; AND SIGNAL SUPERVISOR FROM RANGE 19 TO RANGE**

24. (T. MARTIN, LUMUMBA)
23. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFERS TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS. (T. MARTIN, LUMUMBA)
24. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LFI FORT PIERCE, INC. D/B/A LABOR FINDERS TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS. (T. MARTIN, LUMUMBA)
25. ORDER AMENDING THE AUGUST 31, 2021 ORDER AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE DECREASING THE SUB-AWARD GRANT FROM \$165,540.00 TO \$153,927.24 TO PROVIDE FUNDING TO THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER. (HILLMAN, LUMUMBA)
26. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE FOR A SUB AWARD GRANT IN THE AMOUNT OF \$132,431.00 TO PROVIDE FUNDING TO THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER. (HILLMAN, LUMUMBA)
27. ORDER ACCEPTING THE TERM BID OF SMOKING JOES' CLEAN-UP SERVICE LLC FOR TWENTY-FOUR MONTH SALE OF RECYCLED REFRIGERATORS, OTHER WHITE GOODS, AIR CONDITIONER, GAS TANKS, AND VARIOUS SCRAP METALS (BID 96153-071222). (KING, LUMUMBA)
28. ORDER AUTHORIZING A SUPPORT SERVICES CONTRACT WITH BOSS USA FOR THE WATER-SEWER BUSINESS ADMINISTRATION DIVISION C2M UTILITY BILLING SYSTEM. (KING, LUMUMBA)
29. ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT OF UTILITY CONSTRUCTORS, INC. FOR THE 48" WATER TRANSMISSION LINE CONSTRUCTION PROJECT. (KING, LUMUMBA)
30. ORDER RATIFYING AN EMERGENCY CONTRACT WITH UNIVERSAL SERVICES LLC FOR THE REPLACEMENT OF THE FAILED COOLING TOWER AND CHILLER AT THE ARTS CENTER OF MISSISSIPPI AND AUTHORIZING PAYMENT. (C.MARTIN, LUMUMBA)
31. ORDER ACCEPTING PAYMENT OF \$1,725.50 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED {ORIENTE TAYLOR} AS A PROPERTY DAMAGE SETTLEMENT. (C.MARTIN, LUMUMBA)
32. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-28. (C.MARTIN,

**LUMUMBA)**

33. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN KELLYE UPSHAW vs. CITY OF JACKSON, CAUSE NO.: 20- 720, IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT. (C. MARTIN, LUMUMBA)**
34. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**
35. **ORDER APPOINTING ERIC WALL DEPUTY CLERK OF COUNCIL ON A PART-TIME BASIS. (JACKSON CITY COUNCIL)**
36. **AMENDED ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, AND BEN WIGGINS REMODELING, FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT FUNDS, HEALTHY HOMES SUPPLEMENTAL FUNDS (HHSF), AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES. (HILLMAN, LUMUMBA)**
37. **ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE CONTRACT AND PAYMENTS WITH SHOWER POWER, INC TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON AND AUTHORIZE PAYMENT FOR AN AMOUNT NOT TO EXCEED \$90,578.22. (ALL WARDS) (HILLMAN, LUMUMBA)**
38. **ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE CITY OF JACKSON. (ALL WARDS) (HILLMAN, LUMUMBA)**

**DISCUSSION**

39. **DISCUSSION: FIRE HYDRANTS (STOKES)**
40. **DISCUSSION: SCHOOL CROSSING SIGNS (STOKES)**
41. **DISCUSSION; DISASTER PREP/RESPONSE COMMITTEE REPORT - AUGUST 30, 2022 (HARTLEY)**
42. **DISCUSSION: GROVE PARK (GRIZZELL)**
43. **DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)**

**PRESENTATION**

**PROCLAMATION**

**RESOLUTIONS**

**REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS**

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP & REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-778 459 ROLAND STREET - \$1,699.00 - WARD 4**

OFFICE OF THE CLERK OF THE CITY OF JACKSON  
7/27/22

**WHEREAS**, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-21-778 located in Ward 4 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 459 Roland Street; and

**WHEREAS**, UNITY CLEANUP & REMOVAL LLC submitted the lowest bid of \$1,699.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, UNITY CLEANUP & REMOVAL LLC, through its representative, Calvin Edward Hill, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 459 Roland Street in an amount not to exceed \$1,699.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with UNITY CLEANUP & REMOVAL LLC, with its principal office located at 536 Eastview Street, Jackson, Mississippi 39209, that contains the following substantive provisions:

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$1,699.00.

**SECTION 2 - COMPENSATION:**

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The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

### SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

### SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

### SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.
- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.



SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

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

**City of Jackson, Mississippi**  
Chokwe A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**UNITY CLEANUP & REMOVAL, LLC**  
Calvin Hill  
536 Eastview St., Suite 4  
Jackson, Mississippi 39209

SECTION 10 - DEFAULT AND TERMINATION:

**A. Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of

the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

#### B. Termination for Convenience.

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

#### SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

#### SECTION 12 – INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

#### SECTION 13 – PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

#### SECTION 14 – HEADINGS:

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

#### SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A.The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B.The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C.If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D.The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E.If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:

- 1.Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;

- 2.Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for

performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 – PAYMENT:

A.The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.

B.The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a)This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with UNITY CLEANUP & REMOVAL LLC to cut vegetation and remedy conditions on the property located at 459 Roland Street deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,699.00 shall be paid to UNITY CLEANUP & REMOVAL LLC upon the completion of the services provided from funds budgeted for the Division.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**7/20/2022**  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																														
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																														
2.	<b>Public Policy Initiative</b> 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	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																														
3.	<b>Who will be affected</b>	All City of Jackson residents																																														
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																														
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																														
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	4  CITYWIDE																																														
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																														
8.	<b>COST</b>	\$ 1,699.00																																														
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	GENERAL FUNDING																																														
10.	<b>EBO participation</b>	<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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Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **UNITY CLEAN UP AND REMOVAL, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-778.

Thank you for your consideration.

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-778- 459 ROLAND STREET- \$1699.00 sufficient for placement in NOVUS Agenda.



Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *S.M.*

7/27/2020

DATE



OFFICE OF THE CITY CLERK  
7/27/22 J.M.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-848 – 237 SEWANEE DRIVE – \$1,699.00 – WARD 4**

**WHEREAS**, July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-21-848 located in Ward 4 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 237 Sewanee Drive; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL, LLC submitted the lowest bid of \$1,699.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL, LLC, through its representative, Calvin Edward Hill, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 237 Sewanee Drive in an amount not to exceed \$1,699.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with UNITY CLEANUP AND REMOVAL, LLC, with its principal office located at 536 Eastview Street, Jackson Mississippi 39209, that contains the following substantive provisions:

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$1,699.00

**SECTION 2 - COMPENSATION:**

#7

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

#### SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

#### SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

#### SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.
- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

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

**City of Jackson, Mississippi**  
Chokwe A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**UNITY CLEANUP & REMOVAL, LLC**  
Calvin Hill  
536 Eastview St., Suite 4  
Jackson, Mississippi 39209

SECTION 10 - DEFAULT AND TERMINATION:

**A. Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of

the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

#### B. Termination for Convenience.

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

#### SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

#### SECTION 12 – INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

#### SECTION 13 – PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – HEADINGS:

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A.The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B.The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C.If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D.The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E.If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:

- 1.Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
- 2.Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for

performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 – PAYMENT:

A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with UNITY CLEANUP AND REMOVAL, LLC to cut vegetation and remedy conditions on the property located at 237 Sewanee Drive deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,699.00 shall be paid to UNITY CLEANUP AND REMOVAL, LLC upon the completion of the services provided from funds budgeted for the Division.

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JUNE 14, 2022 FOR THE FOLLOWING CASES:

19-498	21-1064	21-1085	21-1101	21-1165	21-1333
21-148	21-1559	21-1577	21-320	21-645	21-778
21-812	21-824	21-848	21-843	21-1143	21-927
22-249	22-296	22-677	22-99	22-681	21-682

WHEREAS, Section 21-19-11 of the Mississippi Code as amended provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located within a municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

WHEREAS, hearings were held on June 14, 2022; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

1) Case #19-498: Parcel #58-60 located at 309 MCTYERE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) Case #21-1064 Parcel #824-5 located at 4420 ROBINSON ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.



3) Case #21-1085: Parcel #721-188 located at 103 NEEDLE COVE No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery; fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) Case #21-1101: Parcel #621-131 located at 3100 WHITTEN ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

5) Case #21-1165: Parcel #825-46 located at 5825 TURNER STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

6) Case #21-1333: Parcel #309-199 located at 306 FORD AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

7) Case #21-148 Parcel #118-21 located at 4210 WEST CAPITOL STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside

8) Case #21-1559: Parcel #124-72 located at 113 FREDRICA AVENUE UNIT AB: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) Case #21-1577: Parcel #128-63 located at 718 CLAIBORNE AVENUE: After hearing testimony from owner(s) Chelsea & Treyvon Singleton, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-320: Parcel #64-7 located at 209 WHITFIELD STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) Case #21-645 Parcel #164-17-8 located at 1135 HANDY AVENUE: After hearing testimony from owner Melvin...  
Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) Case #21-778: Parcel #305-109 located at 459 ROLAND STREET: After hearing testimony from owners, Willie Wilson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until July 14, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) Case #21-812: Parcel #698-284 located at 3288 WASHINGTON STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle

14) Case #21-824: Parcel #124-84 located at 2513 WEST CAPITOL STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

15) Case #21-843: Parcel #116-5 located at 235 PARKSIDE PLACE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) Case #21-848: Parcel #119-84 located at 237 SEWANEE DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside

17) Case #21-1143: Parcel #158-102 located at 1067 ALTA VISTA BLVD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) Case #21-927: Parcel #825-110 located at 1736 REDDIX STREET: After hearing testimony from owner(s) Daphne J. Nash & Eddie L. Shannon, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) Case #22-249: Parcel #578-76 located at 2135 SOUTHWOOD ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) Case #22-296: Parcel #4858-576-566 located at 1545 CEDAR PINE DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) Case #22-677: Parcel #409-854-22 located at 2720 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

22) Case #22-99: Parcel #411-184 located at 2852 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) Case #22-681: Parcel #721-140 located at 222 LAKE OF PINES DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) Case #21-682: Parcel #116-183 located at 238 GEORGIA AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

**IT IS HEREBY ORDERED** that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

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

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

Nays – None.

Absent – None.

#### **STATEMENT OF VOTES**

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.



## PROPOSED CONTRACT

### CONTRACT FOR WORK OTHER THAN DEMOLITION REMEDYING CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

WHEREAS, the City of Jackson is authorized by Section 21-19-11 of the Mississippi Code of 1972 to use municipal resources to address conditions on private property which present a menace to public health, safety, and welfare after notice and hearing; and

WHEREAS, the City Council of the Jackson, Mississippi adopted a resolution on the \_\_\_\_ day of \_\_\_\_\_, adjudicating the property described in the Scope of Work (**Exhibit A**) a menace to public health, safety, and welfare; and

WHEREAS, the aforementioned resolution authorized the use of municipal resources or contract labor to address the conditions on the subject parcel(s), which threaten public health, safety, and welfare; and

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

WHEREAS, the City of Jackson estimated and pre-determined the cost of performing the work or solicited quotes for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the Vendor is willing to perform the work for the City's pre-determined cost or based on the quote submitted.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and Vendor agree to the following:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

SECTION 2 - COMPENSATION TO BE PAID VENDOR:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (**Exhibit B**), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.



- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

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

**City of Jackson, Mississippi**  
Chokwe A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

**SECTION 10 - DEFAULT AND TERMINATION:**

**A. Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the

City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

SECTION 12 – INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 – PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – HEADINGS:

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
- C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
- D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:
  - 1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
  - 2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.
- E. If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:
  - 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
  - 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
- D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
- E. The Vendor will furnish all information and reports required by the City of Jackson.
- F. The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

**SECTION 17 – PAYMENT:**

- A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.
- B. The City may withhold, from the final payment, sums for liquidated damages.

**SECTION 18 - GENERAL PROVISIONS:**

(a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**SECTION 19 – ACCEPTANCE:**

**IN WITNESS WHEREOF**, the City and Vendor, acting herein by its duly authorized representative set their hand:

\_\_\_\_\_  
VENDOR'S NAME

Title \_\_\_\_\_

Date Executed: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

Attested by: \_\_\_\_\_  
City Clerk

Date attested: \_\_\_\_\_

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel # \_\_\_\_** bearing the **physical address** of \_\_\_\_ legally described as \_\_\_\_\_ for **Case # \_\_\_\_** :

*Add scope of work here and delete this line*

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**7/20/2022**

**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>			
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.			
2.	<b>Public Policy Initiative</b> 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	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life			
3.	<b>Who will be affected</b>	All City of Jackson residents			
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.			
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.			
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	4  CITYWIDE			
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	<b>COST</b>	\$ 1,699.00			
9.	<b>Source of Funding</b> ■ <b>General Fund</b> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	GENERAL FUNDING			
10.	<b>EBO participation</b>	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 ___	___ ___ ___ ___ ___

Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **UNITY CLEAN UP AND REMOVAL, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-848.


Thank you for your consideration.



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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-848- 237 SEWANEE DRIVE- \$1699.00 sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *S.M.*

*7/27/2022*

\_\_\_\_\_  
DATE



OFFICE OF THE CITY CLERK  
1/12/22  
A.UM

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1165 5825 TURNER STREET - \$1,100.00 - WARD 4**

**WHEREAS**, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022 for Case CE-21-1165 located in Ward 4 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 5825 Turner Street; and

**WHEREAS**, JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC submitted the lowest bid of \$1,100.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, through its representative, Donald Jones, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 5825 Turner Street in an amount not to exceed \$1,100.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, with its principal office located at 3172 Bilgray Drive, Jackson Mississippi 39212, that contains the following substantive provisions:

# 8

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$1,100.00.

**SECTION 2 - COMPENSATION:**

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

**SECTION 3 - PERIOD FOR PERFORMANCE:**

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

**SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:**

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

**SECTION 5 - INSURANCE:**

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits

for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

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

<b>City of Jackson, Mississippi</b>	<b>JONES LANDSCAPE &amp; CONTRACTOR SVCS, LLC</b>
Chokwe A. Lumumba, Mayor	Donald Jones
200 S. President Street	3172 Bilgray Drive
Post Office Box 17	Jackson, Mississippi 39212
Jackson, Mississippi 39205-0017	

**SECTION 10 - DEFAULT AND TERMINATION:**

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

SECTION 12 – INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 – PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – HEADINGS:

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A.The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B.The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C.If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D.The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E.If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:

- 1.Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
- 2.Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;
- 3.Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
- 4.Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

A.The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.

B.The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C.The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D.The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.



E.The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 – PAYMENT:

A.The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.

B.The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a)This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC to cut vegetation and remedy conditions on the property located at 5825 Turner Street deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,100.00 shall be paid to JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC upon the completion of the services provided from funds budgeted for the Division.



## PROPOSED CONTRACT

### CONTRACT FOR WORK OTHER THAN DEMOLITION REMEDYING CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

WHEREAS, the City of Jackson is authorized by Section 21-19-11 of the Mississippi Code of 1972 to use municipal resources to address conditions on private property which present a menace to public health, safety, and welfare after notice and hearing; and

WHEREAS, the City Council of the Jackson, Mississippi adopted a resolution on the \_\_\_\_ day of \_\_\_\_\_, adjudicating the property described in the Scope of Work (**Exhibit A**) a menace to public health, safety, and welfare; and

WHEREAS, the aforementioned resolution authorized the use of municipal resources or contract labor to address the conditions on the subject parcel(s), which threaten public health, safety, and welfare; and

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

WHEREAS, the City of Jackson estimated and pre-determined the cost of performing the work or solicited quotes for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the Vendor is willing to perform the work for the City's pre-determined cost or based on the quote submitted.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and Vendor agree to the following:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

SECTION 2 - COMPENSATION TO BE PAID VENDOR:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 - NOTICES:**

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

**City of Jackson, Mississippi**  
Chokwe A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

**SECTION 10 - DEFAULT AND TERMINATION:**

**A. Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the

City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

SECTION 12 – INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 – PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – HEADINGS:

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
- C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
- D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:
  - 1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
  - 2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.
- E. If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:
  - 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
  - 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
- D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
- E. The Vendor will furnish all information and reports required by the City of Jackson.
- F. The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 – PAYMENT:

- A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.
- B. The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

- (a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.
- (b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.
- (c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

SECTION 19 – ACCEPTANCE:

IN WITNESS WHEREOF, the City and Vendor, acting herein by its duly authorized representative set their hand:

\_\_\_\_\_  
VENDOR'S NAME

Title \_\_\_\_\_

Date Executed: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

Attested by: \_\_\_\_\_  
City Clerk

Date attested: \_\_\_\_\_



**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_ bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case #**\_\_\_ :

*Add scope of work here and delete this line*

**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JUNE 14, 2022 FOR THE FOLLOWING CASES:**

19-498	21-1064	21-1085	21-1101	21-1165	21-1333
21-148	21-1559	21-1577	21-320	21-645	21-778
21-812	21-824	21-848	21-843	21-1143	21-927
22-249	22-296	22-677	22-99	22-681	21-682

**WHEREAS**, Section 21-19-11 of the Mississippi Code as amended provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located within a municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

**WHEREAS**, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

**WHEREAS**, hearings were held on June 14, 2022; and

**WHEREAS**, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

**WHEREAS**, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

1) **Case #19-498: Parcel #58-60** located at **309 MCTYERE AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) **Case #21-1064 Parcel #824-5** located at **4420 ROBINSON ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

3) **Case #21-1085: Parcel #721-188** located at **103 NEEDLE COVE** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) **Case #21-1101: Parcel #621-131** located at **3100 WHITTEN ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

5) **Case #21-1165: Parcel #825-46** located at **5825 TURNER STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

6) **Case #21-1333: Parcel #309-199** located at **306 FORD AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

7) **Case #21-148 Parcel #118-21** located at **4210 WEST CAPITOL STREET**: After hearing testimony from owner(s) Zeric M. Buckner, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

8) **Case #21-1559: Parcel #124-72 located at 113 FREDRICA AVENUE UNIT AB: No** appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) **Case #21-1577: Parcel #128-63 located at 718 CLAIBORNE AVENUE:** After hearing testimony from owner(s) Chelsea & Treyvon Singleton, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) **Case #21-320: Parcel #64-7 located at 209 WHITFIELD STREET:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) **Case #21-645 Parcel #164-17-8 located at 1135 HANDY AVENUE:** After hearing testimony from owner(s) Melvina Veane, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 23, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) **Case #21-778: Parcel #305-109** located at **459 ROLAND STREET**: After hearing testimony from owner(s) Willie Wilson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until July 14, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) **Case #21-812: Parcel #698-284** located at **3288 WASHINGTON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle

14) **Case #21-824: Parcel #124-84** located at **2513 WEST CAPITOL STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

15) **Case #21-843: Parcel #116-5** located at **235 PARKSIDE PLACE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) **Case #21-848: Parcel #119-84** located at **237 SEWANEE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

17) **Case #21-1143: Parcel #158-102** located at **1067 ALTA VISTA BLVD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) **Case #21-927: Parcel #825-110** located at **1736 REDDIX STREET**: After hearing testimony from owner(s) **Daphne J. Nash & Eddie L. Shannon**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare: however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) **Case #22-249: Parcel #578-76** located at **2135 SOUTHWOOD ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) **Case #22-296: Parcel #4858-576-566** located at **1545 CEDAR PINE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) **Case #22-677: Parcel #409-854-22** located at **2720 NEWPORT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

22) **Case #22-99: Parcel #411-184** located at **2852 NEWPORT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) **Case #22-681: Parcel #721-140** located at **222 LAKE OF PINES DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) **Case #21-682: Parcel #116-183** located at **238 GEORGIA AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

**IT IS HEREBY ORDERED** that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

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

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

Nays – None.

Absent – None.

#### **STATEMENT OF VOTES**

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.



**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JUNE 14, 2022 FOR THE FOLLOWING CASES:**

19-498	21-1064	21-1085	21-1101	21-1165	21-1333
21-148	21-1559	21-1577	21-320	21-645	21-778
21-812	21-824	21-848	21-843	21-1143	21-927
22-249	22-296	22-677	22-99	22-681	21-682

**WHEREAS**, Section 21-19-11 of the Mississippi Code as amended provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located within a municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

**WHEREAS**, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

**WHEREAS**, hearings were held on June 14, 2022; and

**WHEREAS**, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

**WHEREAS**, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

1) **Case #19-498: Parcel #58-60** located at **309 MCTYERE AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) **Case #21-1064 Parcel #824-5** located at **4420 ROBINSON ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

3) **Case #21-1085: Parcel #721-188** located at 103 **NEEDLE COVE** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) **Case #21-1101: Parcel #621-131** located at 3100 **WHITTEN ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

5) **Case #21-1165: Parcel #825-46** located at 5825 **TURNER STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

6) **Case #21-1333: Parcel #309-199** located at 306 **FORD AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

7) **Case #21-148 Parcel #118-21** located at 4210 **WEST CAPITOL STREET**: After hearing testimony from owner(s) **Zeric M. Buckner**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

8) **Case #21-1559: Parcel #124-72 located at 113 FREDRICA AVENUE UNIT**  
**AB: No** appearance by owner or an interested party.  
Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00, Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) **Case #21-1577: Parcel #128-63 located at 718 CLAIRBORNE AVENUE:** After hearing testimony from owner(s) **Chelsea & Treyvon Singleton**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) **Case #21-320: Parcel #64-7 located at 209 WHITFIELD STREET:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) **Case #21-645 Parcel #164-17-8 located at 1135 HANDY AVENUE:** After hearing testimony from owner(s) **Melvina Veane**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 23, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) **Case #21-778: Parcel #305-109** located at **459 ROLAND STREET**: After hearing testimony from owner(s) **Willie Wilson**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until July 14, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) **Case #21-812: Parcel #698-284** located at **3288 WASHINGTON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle

14) **Case #21-824: Parcel #124-84** located at **2513 WEST CAPITOL STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

15) **Case #21-843: Parcel #116-5** located at **235 PARKSIDE PLACE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) **Case #21-848: Parcel #119-84** located at **237 SEWANEE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

17) **Case #21-1143: Parcel #158-102** located at **1067 ALTA VISTA BLVD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) **Case #21-927: Parcel #825-110** located at **1736 REDDIX STREET**: After hearing testimony from owner(s) **Daphne J. Nash & Eddie L. Shannon**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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19) **Case #22-249: Parcel #578-76** located at **2135 SOUTHWOOD ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) **Case #22-296: Parcel #4858-576-566** located at **1545 CEDAR PINE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) **Case #22-677: Parcel #409-854-22** located at **2720 NEWPORT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

22) **Case #22-99: Parcel #411-184** located at **2852 NEWPORT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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23) **Case #22-681: Parcel #721-140** located at **222 LAKE OF PINES DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) **Case #21-682: Parcel #116-183** located at **238 GEORGIA AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

**IT IS HEREBY ORDERED** that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

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

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

Nays – None.

Absent – None.

#### **STATEMENT OF VOTES**

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

7/20/2022  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	<b>Public Policy Initiative</b> 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	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	<b>Who will be affected</b>	All City of Jackson residents
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	4  CITYWIDE
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	<b>COST</b>	\$ 1,100.00
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING
10.	<b>EBO participation</b>	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 Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item


The attached agenda item is an Order requesting that the Mayor execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-1165.

Thank you for your consideration.

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1165- 5825 TURNER STREET- \$1,100.00 sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *S.M.*

*7/27/2020*  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
7/27/2020 4:00 PM

OFFICE OF THE CITY ATTORNEY  
4/12/22  
X.M.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-843 235 PARKSIDE PLACE - \$1,075.00 - WARD 5**

**WHEREAS**, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-21-843 located in Ward 5 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 235 Parkside Place; and

**WHEREAS**, JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC submitted the lowest bid of \$1,075.00; and

**WHEREAS**, JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, through its representative, Donald Jones, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 235 Parkside Place in an amount not to exceed \$1,075.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, with its principal office located at 3172 Bilgray Drive, Jackson Mississippi 39212, that contains the following substantive provisions:

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$1,075.00.

**SECTION 2 - COMPENSATION:**

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

# 19

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.
- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

#### SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

#### SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

#### SECTION 9 – NOTICES:

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

<b>City of Jackson, Mississippi</b>	<b>JONES LANDSCAPE &amp; CONTRACTOR SVCS, LLC</b>
Chokwe A. Lumumba, Mayor	Donald Jones
200 S. President Street	3172 Bilgray Drive
Post Office Box 17	Jackson, Mississippi 39212
Jackson, Mississippi 39205-0017	

#### SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each

day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

**B. Termination for Convenience.**

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

**SECTION 12 – INDEMNIFICATION:**

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

**SECTION 13 – PARTIES' RELATIONSHIP:**

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the

City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – HEADINGS:

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A.The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B.The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C.If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D.The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E.If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:

- 1.Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
- 2.Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

**SECTION 17 – PAYMENT:**



A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC to cut vegetation and remedy conditions on the property located at 235 Parkside Place deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,075.00 shall be paid to JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC upon the completion of the services provided from funds budgeted for the Division.

## PROPOSED CONTRACT

### CITY OF JACKSON, MISSISSIPPI Community Improvement Division

## DEMOLITION CONTRACT

THIS AGREEMENT made by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("CITY"), and CONTRACTOR., hereinafter called the ("VENDOR."), having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_.

WHEREAS, the CITY is a corporate body politic organized and existing pursuant to the laws of the State of Mississippi;

WHEREAS, the City Council of Jackson, Mississippi passed a resolution on \_\_\_\_\_, which declared the property described in the Scope of Work (**Exhibit A**) to be a menace to public health and safety, and in such a state of disrepair to warrant the demolition and removal of any structure(s), building(s), attachment(s) and/or appurtenance(s) to said real property;

WHEREAS, the CITY, pursuant to the aforementioned resolution, has decided to retain contract labor for the demolition of the structure and removal of debris at the subject location after the owner refused to demolish and remove the structure; and

WHEREAS, the CITY estimated the cost for performing the work or solicited quotes for the performance of the work; and

WHEREAS, the VENDOR has agreed to perform the work based on the CITY's pre-determined cost or based on the quote submitted;

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

#### SECTION 1 – LABOR AND MATERIALS

The contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in **Exhibit A**, attached hereto and made a part hereof in an amount not to exceed \$\_\_\_\_\_.

#### SECTION 2 -- NOTICE TO PROCEED

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (**Exhibit B**). The Vendor shall complete the work described in **Exhibit A** within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable

contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed.

### SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

### SECTION 4 - INSURANCE

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

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

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

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

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

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

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

#### SECTION 5 – ASBESTOS COMPLIANCE

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

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

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

#### SECTION 6 – PERMITS AND LICENSES

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

#### SECTION 7 – DEBRIS AND MATERIAL REMOVAL

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

#### SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

#### SECTION 9 – SUCCESSORS AND ASSIGNS

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

#### SECTION 10 – NOTICES

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

**City of Jackson, Mississippi**  
Chokwe A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding becomes available, the Vendor agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action against the Vendor.

#### SECTION 14 - INDEMNIFICATION

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The CONTRACTOR further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies, including but not limited to, the Mississippi Department of Environmental Quality as a result of the Vendor's negligence or wrongful failure to perform.

#### SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may, after giving thirty (30) days notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

#### SECTION 16 – NO AGENCY

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

#### SECTION 17 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

#### SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the City, then the Vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.
- D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the City:
  - 1. To any preference, priority or allocation order duly issued by the City.
  - 2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the C, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
  - 3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that Vendor fails in any of its obligations under this Section, the City may take one or more of the following actions to protect its interests:
  - 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;



2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
3. Debar Vendor from future work for City for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F. The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 21 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

SECTION 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

SECTION 22 – GENERAL PROVISIONS

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

SECTION 23 - ACCEPTANCE

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

\_\_\_\_\_  
VENDOR' S SIGNATURE

Title \_\_\_\_\_

Date attested: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_

Lumumba, Mayor

Attested By: \_\_\_\_\_

City Clerk

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_\_ bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case #** \_\_\_\_ :

*Add scope of work here and delete this line*

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JUNE 14, 2022 FOR THE FOLLOWING CASES:

19-498	21-1064	21-1085	21-1101	21-1165	21-1333
21-148	21-1559	21-1577	21-320	21-645	21-778
21-812	21-824	21-848	21-843	21-1143	21-927
22-249	22-296	22-677	22-99	22-681	21-682

WHEREAS, Section 21-19-11 of the Mississippi Code as amended provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located within a municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

WHEREAS, hearings were held on June 14, 2022; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

1) **Case #19-498: Parcel #58-60** located at 309 **MCTYERE AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) **Case #21-1064 Parcel #824-5** located at 4420 **ROBINSON ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

3) Case #21-1085: Parcel #721-188 located at 103 NEEDLE COVE No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) Case #21-1101: Parcel #621-131 located at 3100 WHITTEN ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

5) Case #21-1165: Parcel #825-46 located at 5825 TURNER STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure house: cut grass, weeds, shrubbery, fence line, bushes, saplings: remove trash debris, tree limbs and parts, tires; and clean curbside.

6) Case #21-1333: Parcel #309-199 located at 306 FORD AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house: cut grass, weeds, shrubbery, fence line, bushes, saplings: remove trash debris, tree limbs and parts, tires; and clean curbside.

7) Case #21-148 Parcel #118-21 located at 4210 WEST CAPITOL STREET: After hearing testimony of owners, Zerle M. Buckner,

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings: remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

8) Case #21-1559: Parcel #124-72 located at 113 FREDRICA AVENUE UNIT  
AB: No appearance by owner or an interested party.  
Hearing officer recommends that the  
property be adjudicated as a menace to public health, safety and welfare with assessment  
of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris,  
foundation, steps, driveway, tires, and any other items to insure property is clear and free of  
any and all health hazards, and cut grass and weeds.

9) Case #21-1577: Parcel #128-63 located at 718 CLAIRBORNE  
AVENUE: After hearing testimony from owner(s) Chelsea & Treyvon  
Singleton, hearing officer recommends that the property be adjudicated as  
a menace to public health, safety, and welfare; however, interested parties shall be  
afforded until June 30, 2022 to cure. If there is a default and the City proceeds with  
cleaning, hearing officer recommends an assessment of actual costs and a penalty of  
\$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash,  
debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree  
limbs, tree parts, tires, and clean curbside.

10) Case #21-320: Parcel #64-7 located at 209 WHITFIELD STREET: No  
appearance by owner or an interested party. Hearing officer recommends that the  
property be adjudicated as a menace to public health, safety and welfare with assessment  
of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line,  
bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) Case #21-645 Parcel #164-17-8 located at 1135 HANDY  
AVENUE: After hearing testimony from owner(s) Melvin  
and [unclear] be adjudicated as  
a menace to public health, safety and welfare; however, interested parties shall be  
afforded until June 30, 2022 to cure. If there is a default and the City proceeds with  
cleaning, hearing officer recommends an assessment of actual costs and a penalty of  
\$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris,  
foundation, steps, driveway, tires, and any other items to insure property is clear and free of  
any and all health hazards, and cut grass and weeds.

12) Case #21-778: Parcel #305-109 located at 459 ROLAND STREET: After hearing testimony from (owners) Willie Wilson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until July 14, 2022 to cure. If there is a default and the City proceeds with clearing, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) Case #21-812: Parcel #698-284 located at 3288 WASHINGTON STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle

14) Case #21-824: Parcel #124-84 located at 2513 WEST CAPITOL STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

15) Case #21-843: Parcel #116-5 located at 235 PARKSIDE PLACE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) Case #21-848: Parcel #119-84 located at 237 SEWANEE DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.



17) Case #21-1143: Parcel #158-102 located at 1067 ALTA VISTA BLVD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) Case #21-927: Parcel #825-110 located at 1736 REDDIX STREET: After hearing testimony from owner(s) Daphne J. Nash & Eddie L. Shannon, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) Case #22-249: Parcel #578-76 located at 2135 SOUTHWOOD ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) Case #22-296: Parcel #4858-576-566 located at 1545 CEDAR PINE DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) Case #22-677: Parcel #409-854-22 located at 2720 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

22) Case #22-99: Parcel #411-184 located at 2852 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) Case #22-681: Parcel #721-140 located at 222 LAKE OF PINES DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) Case #21-682: Parcel #116-183 located at 238 GEORGIA AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

IT IS HEREBY ORDERED that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

Council Member Stokes moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – None.

#### STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/20/2022  
DATE

POINTS		COMMENTS																																													
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>																																													
3.	<b>Who will be affected</b>	All City of Jackson residents																																													
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	<p>5</p> <p>CITYWIDE</p>																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	<p>PLANNING AND DEVELOPMENT DEPARTMENT</p> <p>COMMUNITY IMPROVEMENT DIVISION</p>																																													
8.	<b>COST</b>	\$ 1,075.00																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	GENERAL FUNDING																																													
10.	<b>EBO participation</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">ABE</td> <td style="width: 10%; text-align: right;">_____ %</td> <td style="width: 20%;">WAIVER</td> <td style="width: 5%;">yes</td> <td style="width: 5%;">_____</td> <td style="width: 5%;">no</td> <td style="width: 5%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 5%;">_____</td> </tr> <tr> <td>AABE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</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	_____																																							

Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

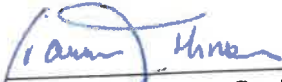
The attached agenda item is an Order requesting that the Mayor execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-843.

Thank you for your consideration.

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONESINC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-843- 235 PARKSIDE PLACE- \$1075.00 sufficient for placement in NOVUS Agenda.



Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *S.M.*

7/27/2020

DATE

OFFICE OF THE CITY ATTORNEY  
*S.M.*  
7/27/2020

OFFICE OF THE CITY CLERK  
7/27/22  
\$799.00

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1064 4420 ROBINSON ROAD - \$799.00 - WARD 5**

**WHEREAS**, July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-21-1064 located in Ward 5 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 4420 Robinson Road; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL, LLC submitted the lowest bid of \$799.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL, LLC, through its representative, Calvin Edward Hill, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 4420 Robinson Road in an amount not to exceed \$799.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with UNITY CLEANUP AND REMOVAL, LLC, with its principal office located at 536 Eastview Street, Jackson Mississippi 39209, that contains the following substantive provisions:

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$799.00.

**SECTION 2 - COMPENSATION:**

# 10

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

**SECTION 3 - PERIOD FOR PERFORMANCE:**

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

**SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:**

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

**SECTION 5 - INSURANCE:**

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.
- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.



**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

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

**City of Jackson, Mississippi**  
Chokwe A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**UNITY CLEANUP & REMOVAL, LLC**  
Calvin Hill  
536 Eastview St., Suite 4  
Jackson, Mississippi 39209

**SECTION 10 - DEFAULT AND TERMINATION:**

**A. Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of

the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

**B. Termination for Convenience.**

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

**SECTION 12 - INDEMNIFICATION:**

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

**SECTION 13 - PARTIES' RELATIONSHIP:**

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – HEADINGS:

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A.The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B.The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C.If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D.The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E.If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:

- 1.Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;

- 2.Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for

performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 – PAYMENT:

A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with UNITY CLEANUP AND REMOVAL, LLC to cut vegetation and remedy conditions on the property located at 4420 Robinson Road deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$799.00 shall be paid to UNITY CLEANUP AND REMOVAL, LLC upon the completion of the services provided from funds budgeted for the Division.



## **PROPOSED CONTRACT**

### **CONTRACT FOR WORK OTHER THAN DEMOLITION REMEDYING CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE**

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

WHEREAS, the City of Jackson is authorized by Section 21-19-11 of the Mississippi Code of 1972 to use municipal resources to address conditions on private property which present a menace to public health, safety, and welfare after notice and hearing; and

WHEREAS, the City Council of the Jackson, Mississippi adopted a resolution on the \_\_\_\_ day of \_\_\_\_\_, adjudicating the property described in the Scope of Work (**Exhibit A**) a menace to public health, safety, and welfare; and

WHEREAS, the aforementioned resolution authorized the use of municipal resources or contract labor to address the conditions on the subject parcel(s), which threaten public health, safety, and welfare; and

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

WHEREAS, the City of Jackson estimated and pre-determined the cost of performing the work or solicited quotes for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the Vendor is willing to perform the work for the City's pre-determined cost or based on the quote submitted.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and Vendor agree to the following:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

SECTION 2 - COMPENSATION TO BE PAID VENDOR:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (**Exhibit B**), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

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

**City of Jackson, Mississippi**  
Chokwe A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

**SECTION 10 - DEFAULT AND TERMINATION:**

**A. Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the



City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

**B. Termination for Convenience.**

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

**SECTION 12 – INDEMNIFICATION:**

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

**SECTION 13 – PARTIES' RELATIONSHIP:**

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – HEADINGS:

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
- C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
- D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:
  - 1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
  - 2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.
- E. If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:
  - 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
  - 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
- D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
- E. The Vendor will furnish all information and reports required by the City of Jackson.
- F. The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

**SECTION 17 – PAYMENT:**

- A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.
- B. The City may withhold, from the final payment, sums for liquidated damages.

**SECTION 18 - GENERAL PROVISIONS:**

- (a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.
- (b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.
- (c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**SECTION 19 – ACCEPTANCE:**

**IN WITNESS WHEREOF**, the City and Vendor, acting herein by its duly authorized representative set their hand:

\_\_\_\_\_  
VENDOR'S NAME  
Title \_\_\_\_\_  
Date Executed: \_\_\_\_\_

THE CITY OF JACKSON  
By: \_\_\_\_\_  
Chokwe Antar Lumumba, Mayor  
Attested by: \_\_\_\_\_  
City Clerk  
Date attested: \_\_\_\_\_

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel # \_\_\_\_** bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case # \_\_\_\_** :

*Add scope of work here and delete this line*

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JUNE 14, 2022 FOR THE FOLLOWING CASES:

19-498	21-1064	21-1085	21-1101	21-1165	21-1333
21-148	21-1559	21-1577	21-320	21-645	21-778
21-812	21-824	21-848	21-843	21-1143	21-927
22-249	22-296	22-677	22-99	22-681	21-682

WHEREAS, Section 21-19-11 of the Mississippi Code as amended provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located within a municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

WHEREAS, hearings were held on June 14, 2022; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

1) Case #19-498: Parcel #58-60 located at 309 MCTYERE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) Case #21-1064 Parcel #824-5 located at 4420 ROBINSON ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

3) Case #21-1085: Parcel #721-188 located at 103 NEEDLE COVE No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery; fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) Case #21-1101: Parcel #621-131 located at 3100 WHITTEN ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

5) Case #21-1165: Parcel #825-46 located at 5825 TURNER STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

6) Case #21-1333: Parcel #309-199 located at 306 FORD AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

7) Case #21-148 Parcel #118-21 located at 4210 WEST CAPITOL STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside

8) Case #21-1559: Parcel #124-72 located at 113 FREDRICA AVENUE UNIT AB: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) Case #21-1577: Parcel #128-63 located at 718 CLAIBORNE AVENUE: After hearing testimony from owner(s) Chelsea & Treyvon Singleton, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-320: Parcel #64-7 located at 209 WHITFIELD STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) Case #21-645 Parcel #164-17-8 located at 1135 HANDY AVENUE: After hearing testimony from owner Melvin

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.



Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

22) Case #22-99: Parcel #411-184 located at 2852 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) Case #22-681: Parcel #721-140 located at 222 LAKE OF PINES DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) Case #21-682: Parcel #116-183 located at 238 GEORGIA AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

IT IS HEREBY ORDERED that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

Council Member Stokes moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – None.

#### STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**7/20/2022**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	<b>Public Policy Initiative</b> 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	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	<b>Who will be affected</b>	All City of Jackson residents
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.
6.	<b>Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	5  CITYWIDE
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	<b>COST</b>	\$ 799.00
9.	<b>Source of Funding</b> ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDING
10.	<b>EBO participation</b>	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 Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **UNITY CLEAN UP AND REMOVAL, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-1064.

Thank you for your consideration.

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1064- 4420 ROBINSON ROAD- \$799.00 sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *f.um.*

*7/27/2022*  
\_\_\_\_\_  
DATE



OFFICE OF THE CITY ATTORNEY  
*Alan S. [Signature]*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-927 1736 REDDIX STREET - \$499.00 - WARD 4**

**WHEREAS**, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-21-927 located in Ward 4 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 1736 Reddix Street; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL, LLC submitted the lowest bid of \$499.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL, LLC, through its representative, Calvin Edward Hill, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1736 Reddix Street in an amount not to exceed \$499.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with UNITY CLEANUP AND REMOVAL, LLC, with its principal office located at 536 Eastview Street, Suite 4, Jackson, Mississippi 39209, that contains the following substantive provisions:

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$499.00.

**SECTION 2 - COMPENSATION:**

# 11

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

### SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

### SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

### SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.
- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.



SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

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

**City of Jackson, Mississippi**  
Chokwe A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**UNITY CLEANUP & REMOVAL, LLC**  
Calvin Hill  
536 Eastview St., Suite 4  
Jackson, Mississippi 39209

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of

the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

SECTION 12 – INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 – PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – HEADINGS:

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A.The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B.The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C.If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D.The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E.If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:

- 1.Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
- 2.Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for

performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 – PAYMENT:

A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with UNITY CLEANUP AND REMOVAL, LLC to cut vegetation and remedy conditions on the property located at 1736 Reddix Street deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$499.00 shall be paid to UNITY CLEANUP AND REMOVAL, LLC upon the completion of the services provided from funds budgeted for the Division.



## **PROPOSED CONTRACT**

### **CONTRACT FOR WORK OTHER THAN DEMOLITION REMEDYING CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE**

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

WHEREAS, the City of Jackson is authorized by Section 21-19-11 of the Mississippi Code of 1972 to use municipal resources to address conditions on private property which present a menace to public health, safety, and welfare after notice and hearing; and

WHEREAS, the City Council of the Jackson, Mississippi adopted a resolution on the \_\_\_\_ day of \_\_\_\_\_, adjudicating the property described in the Scope of Work (**Exhibit A**) a menace to public health, safety, and welfare; and

WHEREAS, the aforementioned resolution authorized the use of municipal resources or contract labor to address the conditions on the subject parcel(s), which threaten public health, safety, and welfare; and

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

WHEREAS, the City of Jackson estimated and pre-determined the cost of performing the work or solicited quotes for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the Vendor is willing to perform the work for the City's pre-determined cost or based on the quote submitted.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and Vendor agree to the following:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

SECTION 2 - COMPENSATION TO BE PAID VENDOR:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (**Exhibit B**), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

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

**City of Jackson, Mississippi**  
Chokwe A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

**SECTION 10 - DEFAULT AND TERMINATION:**

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the



City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

**B. Termination for Convenience.**

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

**SECTION 12 -- INDEMNIFICATION:**

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

**SECTION 13 -- PARTIES' RELATIONSHIP:**

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – HEADINGS:

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
- C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
- D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:
  - 1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
  - 2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.
- E. If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:
  - 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
  - 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
- D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
- E. The Vendor will furnish all information and reports required by the City of Jackson.
- F. The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

**SECTION 17 – PAYMENT:**

- A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.
- B. The City may withhold, from the final payment, sums for liquidated damages.

**SECTION 18 - GENERAL PROVISIONS:**

(a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**SECTION 19 – ACCEPTANCE:**

**IN WITNESS WHEREOF**, the City and Vendor, acting herein by its duly authorized representative set their hand:

\_\_\_\_\_  
VENDOR'S NAME

Title \_\_\_\_\_

Date Executed: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

Attested by: \_\_\_\_\_  
City Clerk

Date attested: \_\_\_\_\_

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_ bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case #** \_\_\_ :

*Add scope of work here and delete this line*

**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JUNE 14, 2022 FOR THE FOLLOWING CASES:**

<b>19-498</b>	<b>21-1064</b>	<b>21-1085</b>	<b>21-1101</b>	<b>21-1165</b>	<b>21-1333</b>
<b>21-148</b>	<b>21-1559</b>	<b>21-1577</b>	<b>21-320</b>	<b>21-645</b>	<b>21-778</b>
<b>21-812</b>	<b>21-824</b>	<b>21-848</b>	<b>21-843</b>	<b>21-1143</b>	<b>21-927</b>
<b>22-249</b>	<b>22-296</b>	<b>22-677</b>	<b>22-99</b>	<b>22-681</b>	<b>21-682</b>

**WHEREAS**, Section 21-19-11 of the Mississippi Code as amended provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community; and

**WHEREAS**, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

**WHEREAS**, hearings were held on June 14, 2022; and

**WHEREAS**, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

**WHEREAS**, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

1) **Case #19-498: Parcel #58-60** located at **309 MCTYERE AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) **Case #21-1064 Parcel #824-5** located at **4420 ROBINSON ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

3) **Case #21-1085: Parcel #721-188** located at **103 NEEDLE COVE** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) **Case #21-1101: Parcel #621-131** located at **3100 WHITTEN ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

5) **Case #21-1165: Parcel #825-46** located at **5825 TURNER STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

6) **Case #21-1333: Parcel #309-199** located at **306 FORD AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

7) **Case #21-148 Parcel #118-21** located at **4210 WEST CAPITOL STREET**: After hearing testimony from owner(s) **Zeric M. Buckner**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

8) **Case #21-1559: Parcel #124-72** located at **113 FREDRICA AVENUE UNIT AB:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) **Case #21-1577: Parcel #128-63** located at **718 CLAIBORNE AVENUE:** After hearing testimony from owner(s) **Chelsea & Treyvon Singleton**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) **Case #21-320: Parcel #64-7** located at **209 WHITFIELD STREET:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) **Case #21-645 Parcel #164-17-8** located at **1135 HANDY AVENUE:** After hearing testimony from owner(s) **Melvina Veane**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 23, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.



12) **Case #21-778: Parcel #305-109** located at **459 ROLAND STREET**: After hearing testimony from owner(s) **Willie Wilson**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until July 14, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) **Case #21-812: Parcel #698-284** located at **3288 WASHINGTON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle

14) **Case #21-824: Parcel #124-84** located at **2513 WEST CAPITOL STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

15) **Case #21-843: Parcel #116-5** located at **235 PARKSIDE PLACE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) **Case #21-848: Parcel #119-84** located at **237 SEWANEE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

17) **Case #21-1143: Parcel #158-102** located at **1067 ALTA VISTA BLVD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) **Case #21-927: Parcel #825-110** located at **1736 REDDIX STREET**: After hearing testimony from owner(s) **Daphne J. Nash & Eddie L. Shannon**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) **Case #22-249: Parcel #578-76** located at **2135 SOUTHWOOD ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) **Case #22-296: Parcel #4858-576-566** located at **1545 CEDAR PINE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) **Case #22-677: Parcel #409-854-22** located at **2720 NEWPORT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

22) **Case #22-99: Parcel #411-184** located at **2852 NEWPORT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) **Case #22-681: Parcel #721-140** located at **222 LAKE OF PINES DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) **Case #21-682: Parcel #116-183** located at **238 GEORGIA AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

**IT IS HEREBY ORDERED** that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

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

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

Nays – None.

Absent – None.

#### **STATEMENT OF VOTES**

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/20/2022  
DATE

	<b>P O I N T S</b>	<b>C O M M E N T S</b>															
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.															
2.	<b>Public Policy Initiative</b> 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	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life															
3.	<b>Who will be affected</b>	All City of Jackson residents															
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.															
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.															
6.	<b>Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	3  CITYWIDE															
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION															
8.	<b>COST</b>	\$ 499.00															
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDING															
10.	<b>EBO participation</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">ABE _____%</td> <td style="width: 25%;">WAIVER yes _____ no _____</td> <td style="width: 25%;">N/A _____</td> </tr> <tr> <td>AABE _____%</td> <td>WAIVER yes _____ no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE _____%</td> <td>WAIVER yes _____ no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE _____%</td> <td>WAIVER yes _____ no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE _____%</td> <td>WAIVER yes _____ no _____</td> <td>N/A _____</td> </tr> </table>	ABE _____%	WAIVER yes _____ no _____	N/A _____	AABE _____%	WAIVER yes _____ no _____	N/A _____	WBE _____%	WAIVER yes _____ no _____	N/A _____	HBE _____%	WAIVER yes _____ no _____	N/A _____	NABE _____%	WAIVER yes _____ no _____	N/A _____
ABE _____%	WAIVER yes _____ no _____	N/A _____															
AABE _____%	WAIVER yes _____ no _____	N/A _____															
WBE _____%	WAIVER yes _____ no _____	N/A _____															
HBE _____%	WAIVER yes _____ no _____	N/A _____															
NABE _____%	WAIVER yes _____ no _____	N/A _____															

Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item


The attached agenda item is an Order requesting that the Mayor execute a contract with **UNITY CLEAN UP AND REMOVAL, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-927.

Thank you for your consideration.

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-927- 1736 REDDIX STREET- \$499.00 sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *S.M.*

7/27/2020  
DATE

OFFICE OF THE CITY ATTORNEY  
7/27/2020  
S.M.





OFFICE OF THE CITY ATTORNEY  
7/17/22  
A.M.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC., TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1143 1067 ALTA VISTA BLVD – \$500.00 – WARD 5**

**WHEREAS**, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-21-1143 located in Ward 5 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 1067 Alta Vista Blvd.; and

**WHEREAS**, LOVE TRUCKING CO., INC., submitted the lowest bid of \$500.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, LOVE TRUCKING CO., INC., through its representative, Dennis Love, agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1067 Alta Vista Blvd in an amount not to exceed \$500.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with LOVE TRUCKING CO., INC., with its principal office located at 761 Woodlake Drive, Jackson Mississippi 39206, that contains the following substantive provisions:

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$500.00.

**SECTION 2 - COMPENSATION:**

#12

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

### SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

### SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

### SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.
- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

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

**City of Jackson, Mississippi**  
Chokwe A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**LOVE TRUCKING CO., INC.**  
Dennis Love  
761 Woodlake Drive  
Jackson, Mississippi 39206

**SECTION 10 - DEFAULT AND TERMINATION:**

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of

the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

**B. Termination for Convenience.**

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

**SECTION 12 – INDEMNIFICATION:**

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

**SECTION 13 – PARTIES' RELATIONSHIP:**

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – HEADINGS:

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A.The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B.The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C.If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D.The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E.If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:

- 1.Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;

- 2.Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for

performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 – PAYMENT:

A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with LOVE TRUCKING CO., INC., to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1067 Alta Vista Blvd deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$500.00 shall be paid to LOVE TRUCKING CO., INC., upon the completion of the services provided from funds budgeted for the Division.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**7/20/2022**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>				
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.				
2.	<b>Public Policy Initiative</b> 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	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life				
3.	<b>Who will be affected</b>	All City of Jackson residents				
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.				
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.				
6.	<b>Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	5	CITYWIDE			
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION				
8.	<b>COST</b>	\$ 500.00				
9.	<b>Source of Funding</b> ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDING				
10.	<b>EBO participation</b>	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 Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **LOVE TRUCKING CO., INC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-1143.

Thank you for your consideration.

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1143- 1067 ALTA VISTA BLVD- \$500.00 sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *S.M.*

\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
1/27/22  
S.M.

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
RENAMING NELSON DRIVE FROM GAULT STREET TO WILLIAMS DRIVE  
TO DR. OBIE MCNAIR, JR. DRIVE.**

**WHEREAS**, Dr. Obie McNair, Jr., M.D., is a highly respected and valued member of the medical community in the State of Mississippi who serves as a primary member of the Central Mississippi Health Services, Inc. health care team addressing the health disparities and needs of the Black and underserved citizens of Central Mississippi; and

**WHEREAS**, Dr. Obie McNair is a product of the community for which Nelson Drive is chosen to be named for him and his light continues to shine as he serves as a physician who deeply cares about the public health, safety, and welfare of others; and

**WHEREAS**, Dr. Obie McNair, Jr. and his service to the citizens of the City of Jackson shall be recognized and remembered by the designation of this street in his honor.

**NOW, THEREFORE, BE IT ORDAINED**, that the Jackson City Council hereby renames Nelson Street from Gault Street to Williams Drive to Dr. Obie McNair, Jr. Drive.

**SO ORDAINED**, this the \_\_\_\_\_ day of August , 2022.

**Agenda Item No.**

13

**Date: August 30, 2022**

**BY: STOKES**



**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
HONORARY RENAMING WEST STREET FROM SOUTH DRIVE TO  
COURT STREET TO BEVERLY NELSON SHAW DRIVE**

**WHEREAS**, The late Mrs. Beverly Nelson Shaw, wife, mother, and an outstanding citizen of the City of Jackson, who faithfully served as an administrator, EMS Coordinator, and Fire Captain of the Jackson Central Fire Station on West Street among her many other accolades and ground-breaking accomplishments; and

**WHEREAS**, Mrs. Beverly Nelson Shaw and her life and legacy shall forever be remembered and shall serve as an inspiration to all who know of her accomplishments and dedication to advancing the cause of public health, safety and service; and

**WHEREAS**, Mrs. Beverly Nelson Shaw and her service to the citizens of the City of Jackson shall never be forgotten by the designation of this street in her honor.

**NOW, THEREFORE, BE IT ORDAINED** that the Jackson City Council hereby honorary renames West Street from South Drive to Court Street to Beverly Nelson Shaw Drive.

**SO ORDAINED**, this the \_\_\_\_\_ day of August , 2022.

**Agenda Item No.** 14  
**Date: August 30, 2022**  
**BY: STOKES**



**ORDER RE-APPOINTING JEANNE HAIRSTON TO THE JACKSON PUBLIC SCHOOL BOARD.**

**WHEREAS**, the Jackson Public School Board consist of seven (7) members, for a term of five (5) years; and

**WHEREAS**, Jeanne Hairston, resident of Ward 5, has been re-appointed by the Mayor.

**IT IS THEREFORE ORDERED** that the Mayor's re-appointment of Jeanne Hairston to the Jackson Public School Board be confirmed with said term to expire on September 30, 2027.

Agenda Item No. 18  
Agenda Date: August 30, 2022  
(Lumumba)

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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OFFICE OF THE CITY ATTORNEY

This **ORDER RE-APPOINTING JEANNE HAIRSTON TO THE JACKSON PUBLIC SCHOOL BOARD** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

8/24/20  
Date



## **Jeanne Middleton Hairston, Ed.D.**

1105 Arbor Vista Blvd. Jackson, Mississippi 39209  
[docjeanne@gmail.com](mailto:docjeanne@gmail.com) 202/494-4495

### **Education**

Harvard University, Cambridge MA  
Administration, Planning and Social Policy  
M.Ed. 1972 and Ed.D. 1978

Millsaps College, Jackson MS  
Bachelor of Arts, Cum Laude  
Political Science 1971

### **Professional Employment History**

#### **DOC JMH, LLC**

Consultant to the MS Department of Archives and History, 2016-2017

Consultant to the Children's Defense Fund, Washington, DC 2013 - 2016

Children's Defense Fund, Washington, DC 2003 - 2013, National Director of the CDF Freedom Schools® Program, Washington, DC

Millsaps College Jackson, MS, 1978 - 2002, Department of Education Professor and Chair, Liberal Studies and Core Curriculum Professor, and Lecturer in the Adult Degree Program. Tenured Professor, achieved national accreditation for the teacher education program, founded the Millsaps College Principals' Institute.

Jackson Public School District Jackson, MS, 1975 - 1978, Research Assistant and Title I Project Evaluator, Office of Research and Evaluation.

#### **1968 - 1974**

Administrative Intern, Jackson Public Schools, 1974; Consultant to the Federation of Boston Community Schools, Boston, MA 1973; Faculty Teaching Fellow, Harvard University, Cambridge, MA 1972; Research Assistant, Mississippi Academic Freedom Coalition, Jackson, MS 1972; Research Assistant, Mississippi Institute of Politics, Jackson, MS 1970; Tutor/Counselor, Upward Bound Program, Tougaloo College, MS 1968.

### **Select Consultant Experience/Presentations/Publications**

Panelist for the Rabbi Nussbaum Lecture "The Courage of Their Convictions - The Millsaps Student Response to the 1970 Shootings at Jackson State University," Millsaps College April 2015.

Keynote Speaker, Charlotte, NC - Freedom School Partners 10<sup>th</sup> Anniversary Celebration, "What I Hoped for Growing Up in 1960s Mississippi," July 11, 2014.

Consultant for George Washington University on the development of 11<sup>th</sup> grade history tests for the U.S. Department of Defense, 2002 - 2003.

Conducted workshop on Diversity in America for the Leadership Jackson Program of the Metro Jackson Chamber of Commerce, November 2002.

Presenter at the Institutional Orientation for Continuing Accreditation for the National Council for Teacher Accreditation (NCATE) September 2001 and January 2002.

Provided technical assistance to the Madison County School District on the Anderson vs. Madison County School District Consent Order, July 2000.

Presenter, Joint Meeting of the Association for the Advancement of Educational Research and the National Academy for Educational Research, November 2001.

Presenter, Tenth International Conference of the National Association for Multicultural Education, November 2001.

Presenter, "Assessing Learning in the Classroom: Issues, Techniques, and Applications," Millsaps College, February, 2001.

Conducted Leadership Seminar in the Humanities on Servant Leadership, Millsaps College, Spring 1998.

Conducted workshop for the Kellogg Emerging Leaders Program for Delta State University, Center for Community Development, June 1997

Conducted workshop and served as consultant for the Delta State University Center for Community Development and the Community Educators Association of the Mid-Delta Empowerment Zone Alliance (MDEZA) on Transformative Education in Mississippi, Greenville, MS July 1997

"Education in Natchez, MS Prior to 1830," Noel Polk, Ed. Natchez Before 1830, University Press of Mississippi, 1989.

"Honoring Our Teachers: Reflections on America's Educational Heritage," Convocation Address, Millsaps College, Jackson, MS, August 28, 1986.

"Teacher Education: Certification, Evaluation, and Professional Development," Mississippi Association for Children Under Six, October 1984.

"Minority Contributions in Education," National Council of Negro Women, April 1984.

"Freedom Schools as Parallel Institutions," National Symposium on the Life of Mrs. Fannie Lou Hamer, Jackson State University, February 1984.

"State Textbook Adoptions: Pressures, Problems, and Propaganda," presented at the Twenty-first Annual National Education Association Conference on Human and Civil Rights in Education, Washington, D.C., February 1983; also published in the NEA proceedings.

Mississippi: Conflict and Change, eds., James Loewen, Charles Sallis and Jeanne Middleton, New York: Pantheon, 1974. Served as Expert Witness on Curriculum Development in *Loewen v Turnipseed*, 488 F. Supp. 1138, N.D. Miss (1980).

### **Honors and Awards**

Millsaps College Distinguished Alumna of the Year, 2016

Millsaps College Rabbi Perry Nussbaum Civil Justice Award, 2015

Board Member, MS Veterans of the Civil Rights Movement, 2015-2017

Millsaps College Board of Visitors, 2014 - 2017

"The Biography of Jeanne Middleton Hairston" African American National Biography, eds. H. L. Gates and E. Higgenbotham, Oxford University Press, 2008

Millsaps College Jim Livesay Service Award, 2003.

Governor's Appointment to the Southern Regional Education Board, 2002.  
Chair, Leadership Jackson Board of Trustees, 1997/98.  
Parents for Public Schools, Outstanding Alumna, Jackson Public Schools, Jackson, MS 1996.  
Dean's Academy, American Association for Colleges of Teacher Education, 1993.  
Omicron Delta Kappa, National Leadership Honor Society, 1989.  
Leadership Jackson (MS), 1988.  
Danforth Teaching Fellow, 1981.  
Outstanding Young Women of America, 1978.  
Danforth Graduate Fellow, 1971.  
Who's Who in Colleges and Universities, 1971.  
Summer Studies Fellowship, Harvard University, 1969 and 1970.  
Sigma Lambda, Women's Scholastic Honorary, 1970.  
Phi Alpha Theta, National History Honorary, 1970.

### **Digital Presence**

<http://wjtv.com/2015/11/14/new-mizzou-president-has-ties-to-jackson/>  
WJTV Interview On Michael Middleton named Interim President of University of Missouri November 2015  
[https://www.youtube.com/watch?v=XyPB\\_iUHSSI](https://www.youtube.com/watch?v=XyPB_iUHSSI)  
2015 Millsaps College Nussbaum Lecture  
<https://www.youtube.com/watch?v=w3DGGwbiRDI&list=PL52F789F89FACF330&index=11>  
Dr. Jeanne Middleton Hairston, National Director, CDF Freedom Schools® 2003 - 2013  
<http://www.tolerance.org/no-school-like-freedom-school>  
Teaching Tolerance, 2013  
<http://blogs.davidson.edu/podcasts/2012/03/21/dr-middleton-hairston-never-as-hot-as-it-was-in-the-summer-of-64/>  
Davidson College, 2012  
[http://www.ets.org/s/achievement\\_gap/conferences/strong\\_start/speakers.html](http://www.ets.org/s/achievement_gap/conferences/strong_start/speakers.html)  
Educational Testing Service, Speakers, 2012  
<http://www.mbench.org/s/1438/index.aspx?sid=1438&gid=1&pgid=521>  
2003 Winner, The Jim Livesay Service Award  
FACEBOOK: <https://www.facebook.com/jeanne.middletonhairston>

### **References**

Marian Wright Edelman, President, Children's Defense Fund  
25 E Street. Washington, DC 20024  
[medelman@childrensdefense.org](mailto:medelman@childrensdefense.org) 202/662-3593 (Special Assistant [msmith@childrensdefense.org](mailto:msmith@childrensdefense.org))

Representative Alyce G. Clarke, Mississippi Legislative District 69  
601/942-6241

Dr. Marlys T. Vaughn, Professor of Education, Millsaps College  
[vaughmt@millsaps.edu](mailto:vaughmt@millsaps.edu) 601/974-1351

Dr. Andy Mullins, Chief of Staff to the Chancellor, Emeritus, University of Mississippi  
[amullins@olemiss.edu](mailto:amullins@olemiss.edu) 662/816-0021

November 2017

## **JEANNE MIDDLETON HAIRSTON, Ed.D.**

Jeanne Middleton Hairston is the fourth child born to Chaplain (Colonel) Richard T. Middleton, II and Johnie Beadle Middleton, both families with roots in Mississippi that date to the 1860s. As the child of a military officer, Jeanne grew up in Mississippi and other states where she attended elementary school in Fort Lewis, Washington and middle school in Fort Leonard Wood, Missouri. Jeanne graduated from Jim Hill High School, and later Millsaps College, both in Jackson, MS.

Dr. Hairston was one of eight black students to desegregate Millsaps College in the late 1960s, earning her Bachelor's Degree *cum laude* in Political Science. Jeanne then attended Harvard University in Cambridge, Massachusetts, earning her Master's and Doctorate degrees in Administration, Planning, and Social Policy from the Harvard Graduate School of Education. She returned to Mississippi during graduate study and was employed by the Jackson Public School District in the Office of Research and Evaluation. Upon completion of graduate study in 1978, Jeanne joined the Department of Education at Millsaps College, the first African American to be appointed to the College's teaching faculty. While at Millsaps College, Dr. Hairston served as Chair of the Department of Education for eleven years, achieved national accreditation for the college's teacher education program, and founded the Millsaps College Principals' Institute which this summer celebrates its 25<sup>th</sup> year of service to educators throughout the southeast and beyond.<sup>1</sup>

Dr. Hairston is a contributing author of the 9<sup>th</sup> grade history textbook, Mississippi: Conflict and Change<sup>2</sup>, winner of the Lillian Smith Book Award in 1976. Dr. Hairston continues to support parents and educators through her work to create honest and appropriate texts for history and social studies instruction throughout America's schools. During her more than 25 years of experience in public and private pk-12 and post-secondary education, she provided professional and educational services to a diverse array of school districts, colleges and universities, community stakeholders, public officials, parent organizations and youth groups. Dr. Hairston recently completed 10 years as the National Director of the Children's Defense Fund Freedom Schools<sup>®</sup> Program headquartered in Washington, DC, serving in 2013 more than

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<sup>1</sup> [http://www.millsaps.edu/academics/education\\_principals\\_institute.php](http://www.millsaps.edu/academics/education_principals_institute.php)

<sup>2</sup> <http://www.libs.usg.edu/hargrett/lilliansmith/index.html>

11,000 children and families in 96 cities and 29 states. She currently provides consultant services to the Mississippi Department of Archives and History to support the opening of the 2Mississippi Museums<sup>3</sup> in December. Jeanne is married to James M. Hairston, Jr. and is the proud mother of two daughters, Johnie Valeska and Valara Jeanne, and bonus son J.R. Hairston. She is currently over-the-moon happy to be grandmother to her first grandchild, Micah Daniel.

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<sup>3</sup><https://www.mdah.ms.gov/2MM/>



**ORDER CONFIRMING THE MAYOR'S NOMINATION OF DAVID BURKS, JR.  
TO THE JACKSON-HINDS LIBRARY BOARD.**

**WHEREAS**, the Library Board consist of seven (7) members, for a term of five (5) years;  
and

**WHEREAS**, David Burks, Jr., resident of Ward 4, after evaluation of his qualifications,  
has been nominated by the Mayor to fill said vacancy.

**IT IS THEREFORE ORDERED** that the Mayor's appointment of David Burks, Jr. to  
the Jackson-Hinds Library Board be confirmed with said term to expire August 16, 2027.

Agenda Item No. 19  
Agenda Date: August 30, 2022  
(Lumumba)

Office of the City Attorney

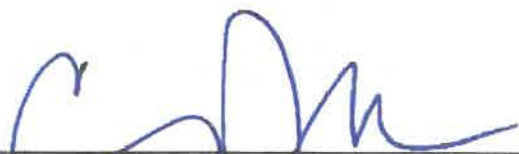
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S NOMINATION OF DAVID BURKS, JR. TO THE JACKSON-HINDS LIBRARY BOARD** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin, City Attorney**

8/24/22  
Date



## David Burks, Jr.

david@myfamilytechguy.com ♦ 205-529-9249  
2434 Overbrook Drive, Jackson, MS 39213

A 20+ year tech professional who specializes in repair for both Windows and Macintosh OS and setting up network systems for both wired and wireless connections. Known for patience, especially with less tech savvy individuals, part of my process is teaching and empowering those to feel confident in operating their machines. I'm called when others have tried and failed because I'm constantly learning and staying on top of the latest technology. I'm committed to solving all computer needs for my clients.

### RELEVANT WORK EXPERIENCE

#### **MyFamilyTechGuy, LLC - Jackson, MS**

**May 2020- Present**

##### *Founder and Lead Technician*

- ❖ Hardware and software repair for desktops and laptops
- ❖ New desktop, laptop, and printer setup
- ❖ Guidance for new purchases
- ❖ Wireless setup and signal strengthening
- ❖ Email setup – Apple mail, Google, Outlook, webmail
- ❖ Hardware/Software/Memory upgrades
- ❖ Increase memory and storage

#### **University of New Mexico - Albuquerque, NM**

**July 2014 -June 2019**

##### *IT Support Tech 2*

- ❖ Served as team leader on technology projects
- ❖ Senior support tech for imaging and migration user data from window 7 to window 10 laptops and desktops to ensure that user can get right back to work in their familiar environment, saving them extensive time reconfiguring device settings
- ❖ AV Tech for the Cancer Center and CDD (Center for Development and Disability)
- ❖ Facilitated presentations for WebEx, Zoom and Skype meetings for CDD
- ❖ Purchased hardware & software tech for CDD
- ❖ Managed the configuration and imaging for new laptop, desktop and tablets for CDD
- ❖ Provided user support, general problem analysis and resolution, technical assistance, and training for information systems
- ❖ Performed routine hardware and software maintenance and assisted in proper upkeep and utilization of system
- ❖ Reviewed, evaluated, and made recommendations on proposals for hardware and software acquisitions
- ❖ Maintained applicable records including user lists, user accounts and security, and equipment inventory
- ❖ Working knowledge of Cherwell ticketing system
- ❖ Experience with Microsoft Active Directory

**AT&T – Birmingham, AL**

**August 2009 – Sept 2013**

***AT&T DSL Technical and Customer Service Assistant***

- ◆ Provided quick, accurate, and efficient technical support for AT&T DSL customers
- ◆ Comprehensive knowledge of 4+ years of Remote PC troubleshooting
- ◆ 4+ years of experience performing advanced LAN and PC support in large business environment
- ◆ Handled, maintained, and documented assigned Help Desk tickets in a timely and professional manner
- ◆ Knowledge of TCP/IP
- ◆ Installed and inventoried corporate computers for DSL agents
- ◆ Experience setting up email clients, wireless printers, and routers for business and residential customers
- ◆ Assisted users with the installation, configuration and ongoing usability of desktop computers, peripheral equipment, and software
- ◆ Conducted several classes in Service Order training

**Belk Corporation – Birmingham, AL**

**Oct 2005 – March 2009**

***Area Sales Manager / ITS Coordinator***

- ◆ Consistently exceeded sales goals by over 20%
- ◆ Increased customer base by spearheading community outreach about company incentive programs
- ◆ Designed training resources for department staff to stay on top of new procedures and training tools
- ◆ Troubleshoot, install and repair IP telephone, computer, networks, and flat screen televisions

**CVS Drugs Stores – Bessemer, AL**

**May 1996 – Oct 2005**

***Store Manager and Corporation System Trainer***

- ◆ Trained new and acquired management staff on CVS program procedures and policies
- ◆ Instructed company reset team on new product lines in store within district and region
- ◆ Accomplished inventory control within the districts with .05% of shrinkage out of goal of 1.5%
- ◆ Reported issues concerning integration and training to field management

**EDUCATION**

Jackson State University, Jackson, Mississippi, 1974-1977, 93 credit hours

Majors: Business Administration, Music Education

**TRAINING**

ITIL® Foundation Certification, 2017 (*Preeminent global framework for IT service management and delivery*)

OFFICE OF THE CITY ATTORNEY  
9/12/2022

**ORDER AUTHORIZING THE CITY OF JACKSON POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES OR REIMBURSEMENT OF OVERTIME SALARY COSTS ASSOCIATED WITH THE ATF TASK FORCE.**

**WHEREAS**, it is in the best interest of the City of Jackson and the Jackson Police Department (JPD) to enter into a Memorandum of Agreement (MOA) for reimbursement of overtime salaries, travel, fuel, training, equipment and other similar costs of JPD law enforcement officers directly related to work performed by its officer(s) assigned as members of a joint operation/task force with Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) for the purpose of conducting an official investigation; and,

**WHEREAS**, the City of Jackson Police Department shall assign officer(s) to assist ATF in investigations of Federal, State, and local laws providing the officer will be assigned on a dedicated, rather than rotational basis and provided the officer cannot exceed the fiscal year reimbursement cap not to exceed seventeen thousand five hundred dollars (\$17,500.00); and,

**WHEREAS**, the JPD shall provide ATF, within ten (10) calendar days of the signing of the MOA with a JPD contact name, title, telephone numbers and the name of the official authorized to submit an invoice to the ATF; and

**WHEREAS**, Valura Scott of Fiscal Affairs will be contact person for JPD; and

**WHEREAS**, the JPD shall provide ATF, within ten (10) calendar days of the signing of the MOA with the financial information where the Law Enforcement Agency wants the Electronic Funds Transfer (EFT) payment deposited for reimbursement; and

**WHEREAS**, the funds will be deposited in fund 003(4420); and

**WHEREAS**, the JPD acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/ task force and are responsible for the payment of the overtime earnings, withholding, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable overtime charges incurred; and

**WHEREAS**, all reimbursable hours of overtime work covered under the MOA must be approved in advance by the assigned ATF Supervisor; and,

**WHEREAS**, the MOA and its procedures are subject to audit by ATF, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government and the Jackson Police Department agrees to permit such audits; and,

Agenda Item No: 20  
Agenda Date: August 30, 2022  
(Davis, Lumumba)

**WHEREAS**, the MOA is to become effective upon the signatures of all parties and shall end by the close of business on September 30, 2027, either party can cancel this MOA by providing a 60-calendar day written notice to the other party; and,

**THEREFORE, IT IS HEREBY ORDERED**, that the herein-described Memorandum of Agreement between the City of Jackson Police Department and the Bureau of Alcohol, Tobacco, Firearms and Explosives is hereby authorized to become effective upon the signatures of all parties until close of business on September 30, 2027; and

**IT IS, FURTHER ORDERED**, that the Mayor, Chief of Police and/or their designees, are authorized to execute any and all other documents necessary to fulfill the purpose of this order provided it does not obligate any additional monetary expense(s) to the City of Jackson.

**APPROVED FOR AGENDA:**

**Agenda Item #** \_\_\_\_\_

**Agenda Date** \_\_\_\_\_

**By: DAVIS, LUMUMBA**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**August 02, 2022**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>	
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE CITY OF JACKSON POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES OR REIMBURSEMENT OF OVERTIME SALARY COSTS ASSOCIATED WITH THE ATF TASK FORCE.</b>	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention	
3.	<b>Who will be affected</b>	City of Jackson	
4.	<b>Benefits</b>	City of Jackson will receive reimbursement funds from ATF.	
5.	<b>Schedule (beginning date)</b>	Effective upon signatures by the Authorized Personnel	
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	ALL WARDS  CITY WIDE	
7.	<b>Action implemented by:</b> ▪ City Department  ▪ Consultant	Jackson Police Department	
8.	<b>COST</b>	NONE TO CITY OF JACKSON:	
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant ▪ Bond ▪ Other x	Overtime for the Officer is reimbursed by ATF	
10.	<b>EBO Participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___




**Chief of Police**  
James E. Davis

**JACKSON POLICE DEPARTMENT**  
**Office of the Chief of Police**

**Assistant Chief of Police**  
Joseph Wade

## **Memorandum**

**To:** Chokwe Lumumba, Mayor

**From:** James E. Davis, Chief of Police  7-19-22

**Date:** July 19, 2022

**Re:** Order Authorizing the City of Jackson to Enter into a Memorandum of Agreement (MOA) with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) for Reimbursement of Overtime Salary Costs Associated with the ATF Task Force

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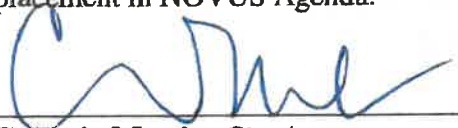
It is my recommendation that the Mayor authorize the City of Jackson to Enter into a Memorandum of Agreement (MOA) with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) for reimbursement of overtime salary costs associated with the ATF Task Force. The terms of the Agreement will end on September 30, 2027.

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

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 CITY OF JACKSON POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES OR REIMBURSEMENT OF OVERTIME SALARY COSTS ASSOCIATED WITH ATF TASK FORCE is sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Victoria James, Deputy City Attorney**

8/6/22  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
8/2/2022



**U.S. Department of Justice**

**Bureau of Alcohol, Tobacco,  
Firearms and Explosives**

*Washington, DC 20226  
www.atf.gov*

**MEMORANDUM OF AGREEMENT**

**Between the  
Bureau of Alcohol, Tobacco, Firearms and Explosives  
and  
Jackson Police Department  
for  
Reimbursement of Overtime Salary Costs  
associated with  
ATF TASK FORCE**

\*\*\*\*\*

This Memorandum of Agreement (MOA) is entered into by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), headquartered in Washington, D.C., and the Jackson Police Department, headquartered in Jackson, MS, for the purpose of reimbursement of overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by the Jackson Police Department in providing resources to assist ATF.

Payments may be made to the extent they are included in ATF's Fiscal Year Plan and the monies are available to satisfy the request(s) for reimbursable overtime expenses.

**I. DURATION OF THIS MEMORANDUM OF AGREEMENT**

This MOA is effective with the signatures of all parties, and if signed on different dates the later date. This MOA terminates at the close of business on September 30, 2027, subject to Section VII of the MOA.

**II. AUTHORITY**

This MOA is established pursuant to the following provisions:

1. Title 28, U.S.C., Section 524(c), the Department of Justice, Assets Forfeiture Fund, which provides for the payment of overtime salaries, travel, fuel, training, equipment and other similar costs of State and local law enforcement officers that are incurred in a joint asset forfeiture law enforcement operation with a Federal law enforcement agency participating in the Assets Forfeiture Fund initiative.



2. Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Bill, which provides for the reimbursement of overtime salary costs of local, county, or State law enforcement agencies incurred while assisting ATF in joint law enforcement operations.
3. Title 28, U.S.C., Section 530C, which provides that the activities of the Department of Justice (including any bureau, office, etc.) may be carried out through any means, including through contracts, grants, or cooperative agreements with non-Federal parties.

**This Memorandum of Agreement (MOA) is not a funding allocation document.**

### **III. PURPOSE OF THIS MEMORANDUM OF AGREEMENT**

This MOA establishes the procedures and responsibilities of both the Jackson Police Department and ATF for the reimbursement of certain overtime and other pre-approved expenses incurred pursuant to the authority in Section II.

### **IV. NAME OF JOINT OPERATION/TASK FORCE (if applicable)**

The name of this joint operation/task force: ATF TASK FORCE

### **V. CONDITIONS AND PROCEDURES**

- A. The Jackson Police Department shall assign officer(s) to assist ATF in investigations of Federal, state, and local laws. To the maximum extent possible, the officer(s) will be assigned on a dedicated, rather than rotational basis. The Jackson Police Department shall provide ATF with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.
- B. The Jackson Police Department shall provide ATF, within ten (10) calendar days of the signing of this MOA, with a contact name, title, telephone number and address. The Jackson Police Department shall also provide the name of the official responsible for providing audit information under paragraph VI of this MOA, and the name of the official authorized to submit an invoice to ATF under paragraph V, subparagraph E.
- C. The Jackson Police Department shall provide ATF, within ten (10) calendar days of the signing of this agreement, with the financial institution where the law enforcement agency wants the Electronic Funds Transfer (EFT) payment deposited for reimbursement. The mechanism for this is the Unified Financial Management System (UFMS) Vendor Request Form. Within the UFMS Vendor Request form, the DUNS Number should be provided (DUNS – Data Universal Numbering System, identifies business entities on a location-specific basis) under section 12. When completed, forward this form to the appropriate ATF field office address:

ATF, ATTN: RAC Robert Haar, 100 W Capitol Street, Jackson, MS 39269

- D. The Jackson Police Department may request reimbursement for payment of overtime expenses and other costs with prior ATF approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned as members of a joint operation/task force with ATF for the purpose of conducting an official investigation.
- E. Invoices submitted to ATF for the payment of expenses must be submitted on the appropriate forms as provided by ATF. The invoice shall be signed by an authorized representative of the Jackson Police Department and submitted to ATF field office for signature and verification of the invoice.
- F. The Jackson Police Department will submit all requests for reimbursable payments, together with the appropriate documentation, to ATF by the 10th day of each subsequent month that the agency is seeking reimbursement.
  - (1) If the reimbursement request is not received by the ATF field office by the 10th of the subsequent month, the ATF field office will advise the agency, in writing, that the reimbursement request is late, and if the reimbursement request is not received within the next 10 working days, the overtime costs will not be reimbursed.
  - (2) No waivers or extensions will be granted or honored. The Jackson Police Department will submit the request for reimbursement via mail, email, or fax to the following address:

ATF, ATTN: RAC Robert Haar, 100 W Capitol Street, Jackson, MS 39269,  
robert.haar@atf.gov
- G. The ATF Supervisor shall be responsible for certifying that the request is for overtime expenses incurred by the Jackson Police Department for participation with ATF during the joint operation/task force. The responsible State or local official shall also certify that requests for reimbursement of expenses have not been made to other Federal law enforcement agencies.
- √ H. The Jackson Police Department acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/task force and are responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable overtime charges incurred.
- I. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the ATF supervisor.

- J. All sworn State, county and local law enforcement officers cannot exceed the fiscal year reimbursement cap, which is the equivalent of 25 percent of a GS-12, Step-1 salary. Sworn law enforcement officers in the State, county or local law enforcement agency assigned to cover when a TFO/Special Deputy or other sworn law enforcement officer, has been called away on an ATF matter, shall not be reimbursed with SLOT funds.
- K. Any Sworn State, county and local law enforcement officer receiving funding from multiple sources, such as Organized Crime Drug Enforcement Task Force (OCDETF) or High Intensity Drug Trafficking Area (HIDTA), cannot exceed the fiscal year salary cap when all funding is combined; it is the RAC/GS's responsibility to ensure that the officer does not receive double funding in excess of the fiscal year cap.
- L. The ATF supervisor will forward all approved reimbursement requests to the Division Chief, Asset Forfeiture & Seized Property Division for payment.
- M. **This document (MOA) does not obligate funds.** Funding authority, with maximum reimbursement costs to any one law enforcement officer during the fiscal year (October 1 – September 30); will be provided through other documents. The agency will receive an allocation confirmation from the field division.

If available, the funding for fiscal years 2022, 2023, 2024, 2025 and 2026 is contingent upon annual appropriation laws, Title 28, U.S.C., Section 524(c), annual appropriations, and Title 31, U.S.C., Section 332.

If available, funding allocations for reimbursement of expenses will be transmitted through a separate document.

## VI. **PROGRAM AUDIT**

This MOA and its procedures are subject to audit by ATF, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government. The Jackson Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until such time as the audit is completed.

These audits include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as, the interview of any and all personnel involved in these transactions.

## **VII. REVISIONS**

The terms of this MOA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this MOA becomes effective upon the date of approval as stated in the amendment. Either party can cancel this MOA upon 60-calendar day's written notice to the other party. The ATF will only process request for overtime for overtime incurred before the date of cancellation, absent a specific written agreement to the contrary.

## **VIII. NO PRIVATE RIGHT CREATED**

This is an internal Government agreement between ATF and the Jackson Police Department and is not intended to confer any right or benefit to any private person or party.

## **IX. LIMITATIONS**

- A. The relationship between the Parties to this Agreement is and shall remain that of independent departments and agencies. Nothing herein shall be construed to imply either Party's employees are employees of the other.
- B. A determination that any term of this MOA is invalid for any reason shall not affect The validity of the remaining terms.
- C. The obligations in this MOA are subject to the availability of the necessary resources to the Parties. No provision of this MOA shall be interpreted to require obligation or payment of funds in violation of the Anti-deficiency Act, 31 U.S.C. Section 1341, or other applicable laws.
- D. Each Party shall assume the responsibility and liability for the acts and omissions of its own employees or agents in connection with the performance of their obligations under this Agreement that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death, except in the case of the federal Government, liability shall be determined pursuant to the Federal Tort Claim Act (FTCA – 28 U.S.C. Section 1346).
- E. The mutual covenants and terms, and any applicable MOUs, represent the entire Agreement and understanding of the Parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings relative to such subject matters. No representations or statements of any kind made by either Party, which are not expressly stated herein, shall be binding on such Party.

- F. Failure or delay on the part of any Party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.
- G. The terms and provisions in this Agreement shall be construed under the Applicable federal statutes and regulations.

**X. SIGNATURES AND ACKNOWLEDGEMENT**

- A. By subscription of their signatures below, the Parties represent and warrant that they are duly authorized to enter into this MOA on behalf of ATF and Jackson Police Department respectively.
- B. By subscription of their signatures below, the Parties acknowledge that they have read, understand, and intend to abide by the terms of this MOA.

\_\_\_\_\_  
 James Davis  
 Chief  
 Jackson Police Department

\_\_\_\_\_  
 Kurt H. Thielhorn  
 Special Agent in Charge  
 New Orleans Field Division  
 ATF

Date: \_\_\_\_\_

Date: \_\_\_\_\_

IHOR                      Digitally signed by IHOR  
 KOLCIO                    KOLCIO  
                                     Date: 2022.05.04  
                                     16:15:40 -04'00'

\_\_\_\_\_  
 Eric M. Lippold  
 Deputy Chief Financial Officer  
 Office of Management  
 ATF

Date: \_\_\_\_\_



OFFICE OF THE CITY ATTORNEY  
Darryl M. Harris

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN LIFE ENHANCEMENT AND ACHIEVEMENT PROGRAM (LEAP), INC., FIRST TEE – CENTRAL MISSISSIPPI, AND THE CITY OF JACKSON, MISSISSIPPI FOR THE USE OF YOUTH GOLF AT THE PETE BROWN GOLF FACILITY AND GROVE PARK GOLF COURSE FOR A PERIOD OF TWO (2) YEARS COMMENCING FROM THE DATE OF MAYOR'S EXECUTION**

**WHEREAS**, the *City of Jackson* owns public property located at *3200 Woodrow Wilson Drive Jackson, Mississippi*; which is commonly referred to as the *Pete Brown Golf Facility* and *1800 Walter Welch Drive Jackson, Mississippi*; which is commonly referred to as *Grove Park Golf Course*; and

**WHEREAS**, the *Pete Brown Golf Facility* and the *Grove Park Golf Course* has certain areas which may be utilized for greenspace use and/or golf related activities; and

**WHEREAS**, Life Enhancement and Achievement Program, Inc., is a Mississippi corporation which does business as First Tee-Central Mississippi; and

**WHEREAS**, First Tee-Central Mississippi is a youth development organization which enables kids to build strength of character, confidence, and resilience through a life skills curriculum, which integrates the sport of golf; and

**WHEREAS**, First Tee-Central Mississippi is interested in utilizing the City of Jackson's golf facilities for its program; and

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

**WHEREAS**, Section 21-27-1 of the Mississippi Code prohibits a municipality from granting to a person, firm, or corporation the *exclusive right* to use or occupy public places; and

**WHEREAS**, the *City of Jackson* is authorized by law to grant the *Chapter* with a *nonexclusive* right to use its greenspace and/or golf facilities; and

**WHEREAS**, the parties have reached an agreement concerning the use of the public municipal facilities located at the *Pete Brown Golf Facility* and the *Grove Park Golf Course*; and

**WHEREAS**, the terms of the agreement with Life Enhancement and Achievement Program, Inc., doing business as First Tee-Central Mississippi are as follows:

1. The *City* affords the *Chapter* the *non-exclusive* use of any of the greenspace and golf facilities located at the *Pete Brown Golf Facility* and the *Grove Park Golf Course* for a period of two (2) years commencing from the date of execution of this agreement by the Mayor of the City of Jackson. No costs will be assessed by the *City of Jackson* for the *Chapters* use of the greenspace and golf facilities.

Agenda Item No. 21  
Agenda Date: August 30, 2022  
(Harris, Lumumba)

OFFICE OF THE CITY ATTORNEY

2. The *City* will not alter its facility's operating hours. The Chapter's use of the facilities shall occur during the established operating hours of the *Pete Brown Golf Facility* and the *Grove Park Golf Course*.
  3. The *City* will provide use and access of the golf facilities to the Chapter's participants in accordance with the minimum access and program use requirements of the PGA Tour First Tee Foundation as follows:
    - (a) Registered participants in the First Tee Life Skills curriculum shall be permitted to utilize the courses at each facility consistent with policy of the City regarding youths under the age of 18. The current policy for youths under the age of 18 is no charge.
    - (b) Registered participants use includes access to the driving range, short game, and any practice area. Range balls will be provided to the participants at no cost.
    - (c) Registered participants may rent golf carts for use and will be charged rental fees in accordance with the established cart rental schedule.
- The Chapter agrees that the City's covenants in (a), (b), and (c) above meets the PGA Tour First Tee Foundation access criteria.
4. The Chapter will provide and administer golf instruction and/ or classroom instruction incorporating First Tee's Life Skills Experience curriculum.
  5. The Chapter and the City will specify and agree upon all golf instructors employed by the Chapter.
  6. The Chapter will be responsible for screening, employment and training of all of the Chapter's employees, including the golf instructors.
  7. The Chapter and all Chapter golf instructors shall be responsible for the supervision of the participants and shall ensure the safe and respectful use of the golf facilities by all persons accessing the same under the Agreement.
  8. The City will cooperate with the Chapter in coordinating and scheduling use of the facilities for golf related events such as tournaments with advance notice and during reasonable times.
  9. The City does not grant the Chapter exclusive use of the greenspace and/or golf facilities and does not favor the Chapter over other similarly situated groups or organizations. The Chapter agrees and understands that other similarly situated groups or organizations may be granted use of the greenspace and/or golf



OFFICE OF THE CITY ATTORNEY  
Tommy Mason

- facilities upon same or similar terms as the *Chapter's* use consistent with state law.
10. The *Chapter* will not make permanent physical improvements to the facilities prior to obtaining the written consent of the Director of the Department of Parks and Recreation. If permanent physical improvements are undertaken by the *Chapter*, then the same shall be in accordance with all applicable building, plumbing, gas, and electrical codes of the City. Any physical improvements to the greenspace and/or golf facilities shall become the property of the City.
  11. The *Chapter* may not charge and/or collect admission fees for attendance at any greenspace events.
  12. The *Chapter* will arrange for the attendance of any and all instructors and participants for its golf related activities. Instructors and participants secured by the *Chapter* are not employees of the City and nor are they considered to be agents, representatives, or independent contractors of the City.
  13. The *Chapter* shall ensure that its Instructors have the required certifications and qualifications to teach, coach, and supervise golf related activities.
  14. The *Chapter's* activities and use shall be reasonable, safe, and avoid unnecessary damages or destruction of the greenspace and/or golf facility. The *Chapter* agrees not to use the golf facilities for purposes other than greenspace related activities.
  15. The *Chapter* agrees that the greenspace and/ or golf facilities are the property of the *City of Jackson*, and it is being authorized to use the greenspace and/or golf facilities only. At any time, the *City of Jackson* may enter the facilities to care, inspect, or manage same.
  16. The *Chapter* shall report all vandalism to the Director of the Department of Parks and Recreation immediately upon its discovery. Thereafter, the *Chapter* shall submit a written report of such vandalism.
  17. The *Chapter* shall, at the *Chapter's* expense, obtain, keep in force, and provide the Director of the Department of Parks and Recreation with a certificate of insurance evidencing comprehensive liability coverage naming the City of Jackson as co-insured in combined limits not less than \$1,000,000 for bodily injury and property damage. The *Chapter* expressly releases the *City*, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the *City* against all damages, liabilities, expenses and losses incurred by the *City* as a result of the *Chapter's* performance under this Agreement.

OFFICE OF THE CITY CLERK

- 18. The Director of the Department of Parks and Recreation or his designee shall serve as the liaison between the *City* and the *Chapter* and, as such, shall interpret the requirements set forth in this Agreement and insure compliance therewith.
- 19. This Agreement may be terminated by either party upon giving ninety (90) days written notice to the other party, prior to the end of the initial term or any renewal term, in the event of the *Chapter's* default hereunder or in the event that the Golf facility is sold or operation are transferred to another entity.
- 20. The failure of the *City* to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of such term or condition.
- 21. The *Chapter* is in all respects an independent entity, not being a part of the *City* or associated therewith, except as a party to this Agreement. No third party beneficiary relationship shall be construed as being created by virtue of the parties' agreement.
- 22. Nothing contained herein shall be construed to be a waiver of governmental immunity by the *City*, its officers and employees.

**IT IS HEREBY ORDERED** that the Mayor shall be authorized to execute the Facility Use Agreement with Life Enhancement Achievement Program Inc.

**(HARRIS, LUMUMBA)**

Item No.:	
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

## OFFICE OF THE CITY ATTORNEY

This, ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN LIFE ENHANCEMENT AND ACHIEVEMENT PROGRAM INC., DOING BUSINESS AS FIRST TEE-CENTRAL MISSISSIPPI FOR USE OF PETE BROWN GOLF FACILITY AND GROVE PARK GOLF COURSE has been reviewed by me and is legally sufficient for placement in the NOVUS Agenda System.

\_\_\_\_\_  
Catoria Martin, City Attorney



\_\_\_\_\_  
Carrie Johnson  
Deputy City Attorney

\_\_\_\_\_  
Date

8/19/2020  
\_\_\_\_\_  
Date



## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 2, 2022

	POINTS	COMMENTS																																													
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute a Facility Use Agreement with LEAP Life Enhancement and Achievement Program (LEAP, Inc.), First Tee- Central Mississippi and the City of Jackson Parks & Recreation at Golf Facilities located at the Pete Brown Golf Facility and the Grove Park Golf Course for a period of two (2) years commencing from the date of execution of this agreement by the Mayor of the City of Jackson.																																													
2.	<b>Public Policy Initiative</b> 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	Youth & Education Crime Prevention Quality of Life																																													
3.	<b>Who will be affected</b>	Youth in the area served by this youth association.																																													
4.	<b>Benefits</b>	Provides youth with facilities on which they can participate in youth golf activities.																																													
5.	<b>Schedule (beginning date)</b>	Upon City Council Approval																																													
6.	<b>Location:</b> § WARD  § CITYWIDE ( <u>yes</u> or no) (area)  § Project limits if applicable	4																																													
7.	<b>Action implemented by:</b> § City Department <input type="checkbox"/>  § Consultant <input type="checkbox"/>	The Department of Parks & Recreation.																																													
8.	<b>COST</b>	N/A																																													
9.	<b>Source of Funding</b> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other <input type="checkbox"/>	N/A																																													
10	<b>EBO participation</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">___</td> <td style="width: 10%;">no</td> <td style="width: 10%;">√</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">√</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	√																																							



Parks & Recreation Department  
1000 Metro Center, Suite 104  
Jackson, MS 39209-7503  
601-960-0716 (Office)  
601-960-1576 (Fax)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

**To:** Mayor Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director  
Department of Parks & Recreation  
**Date:** August 2, 2022  
**Re:** LEAP, Inc. & First Tee – Central MS Facility Use Agreement

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Order authorizing the Mayor to execute a Facility Use Agreement with LEAP Life Enhancement and Achievement Program (LEAP, Inc.), First Tee- Central Mississippi and the City of Jackson Parks & Recreation at Golf Facilities located at the Pete Brown Golf Facility and the Grove Park Golf Course for a period of two (2) years commencing from the date of execution of this agreement by the Mayor of the City of Jackson.

The Department believes acceptance of this Agreement is in the best interest of the City of Jackson, and recommends this Order is approved.

IBHjr/sa





## FACILITY USE AGREEMENT

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This Golf Facility Use Agreement (Agreement) is entered into between the *City of Jackson, Mississippi*, a municipal corporation, hereinafter call "City", as owner of the Golf Facility, and *Life Enhancement and Achievement Program*, a 501(c)(3) nonprofit corporation, hereinafter called "*LEAP, Inc.*" doing business as **First Tee – Central Mississippi**, hereinafter called "Chapter".

### RECITALS:

WHEREAS, the *City of Jackson* owns public property located at *3200 Woodrow Wilson Drive Jackson, Mississippi*; which is commonly referred to as the *Pete Brown Golf Facility* and *1800 Walter Welch Drive Jackson, Mississippi* that is commonly referred to as *Grove Park Golf Course*; and

WHEREAS, the *Pete Brown Golf Facility* and the *Grove Park Golf Course* has certain areas which may be utilized for golf related activities; and

WHEREAS, the *Chapter* would like to utilize the City's' golf facilities for practice and other golf related activities; and

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

WHEREAS, Section 21-27-1 of the Mississippi Code prohibits a municipality from granting to a person, firm, or corporation the *exclusive right* to use or occupy public places; and

WHEREAS, the *City of Jackson* is authorized by law to grant the *Chapter* with a *non-exclusive* right to use its greenspace and/or golf facilities; and

WHEREAS, the parties have reached an agreement concerning the use of the public municipal facilities located at the *Pete Brown Golf Facility* and the *Grove Park Golf Course*;

WHEREAS, the Chapter is a youth development organization that enables kids to build strength of character, confidence, and resilience through a life skills curriculum integrated with the game of golf; and

WHEREAS, the Chapter does not deny access to its life skills curriculum based on ability to pay and secures sponsorships to provide no cost or reduced cost access to its life skills curriculum;

WHEREAS, the Chapter parties have reached an agreement concerning the use of the City's facilities to support its mission and programming;

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Now therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The *Chapter* confirms that it is a 501(c)(3) non-profit organization operating in accordance with the laws of the State of Mississippi and has the capacity to enter into this agreement. Upon execution of the agreement, the *Chapter* shall furnish to the Director of Department of Parks and Recreation's proof it is in good standing as a non-profit organization within the State of Mississippi.
2. The *City* affords the *Chapter* the *non-exclusive* use of any of the greenspace and golf facilities located at the *Pete Brown Golf Facility* and the *Grove Park Golf Course* for a period of two (2) years commencing from the date of execution of this agreement by the Mayor of the City of Jackson. No costs will be assessed by the *City of Jackson* for the *Chapters* use of the greenspace and/or golf facilities.
3. The *City* will not alter its facility's operating hours. The *Chapter's* use of the facilities shall occur during the established operating hours of the *Pete Brown Golf Facility* and the *Grove Park Golf Course*.
4. The *City* will provide use and access of the Golf Facilities to the *Chapter's* participants in accordance with the minimum access and program use requirements of the PGA Tour First Tee Foundation as follows:
  - (a) Registered participants in the First Tee Life Skills curriculum shall be permitted to utilize the courses at each facility consistent with policy of the *City* regarding youths under the age of 18. The current policy for youths under the age of 18 is no charge.
  - (b) Registered participants use includes access to the driving range, short game, and any practice area. Range balls will be provided to the participants at no cost.
  - (c) Registered participants may rent golf carts for use and will be charged rental fees in accordance with the established cart rental schedule.The *Chapter* agrees that the *City's* covenants in (a), (b), and (c) above meets the PGA Tour First Tee Foundation access criteria.
5. The *Chapter* will provide and administer golf instruction and/ or classroom instruction incorporating First Tee's Life Skills Experience curriculum.
6. The *Chapter* and the *City* will specify and agree upon all golf instructors

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employed by the *Chapter*.

7. The *Chapter* will be responsible for screening, employment and training of all of the *Chapter's* employees, including the golf instructors.
8. The *Chapter* and all *Chapter* golf instructors shall be responsible for the supervision of the participants and shall ensure the safe and respectful use of the Golf Facilities by all persons accessing the same under the Agreement.
9. The *City* will cooperate with the *Chapter* in coordinating and scheduling use of the facilities for golf related events such as tournaments with advance notice and during reasonable times.
10. The *City* does not grant the *Chapter* exclusive use of the greenspace and/or golf facilities and does not favor the *Chapter* over other similarly situated groups or organizations. The *Chapter* agrees and understands that other similarly situated groups or organizations may be granted use of the greenspace and/or golf facilities upon same or similar terms as the *Chapter's* use consistent with state law.
11. The *Chapter* will not make permanent physical improvements to the facilities prior to obtaining the written consent of the Director of the Department of Parks and Recreation. If permanent physical improvements are undertaken by the *Chapter*, then the same shall be in accordance with all applicable building, plumbing, gas, and electrical codes of the *City*. Any physical improvements to the greenspace and/or golf facilities shall become the property of the *City*.
12. The *Chapter* may not charge and/or collect admission fees for attendance at any greenspace events.
13. The *Chapter* will arrange for the attendance of any and all instructors and participants for its golf related activities. Instructors and participants secured by the *Chapter* are not employees of the *City* and nor are they considered to be agents, representatives, or independent contractors of the *City*.
14. The *Chapter* shall ensure that its Instructors have the required certifications and qualifications to teach, coach, and supervise golf related activities.
15. The *Chapter's* activities and use shall be reasonable, safe, and avoid unnecessary damages or destruction of the greenspace and/or golf facility. The *Chapter* agrees not to use the golf facilities for purposes other than greenspace related activities.
16. The *Chapter* agrees that the greenspace and/ or golf facilities are the property of

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the *City of Jackson*, and it is being authorized to use the greenspace and/or golf facilities only. At any time, the *City of Jackson* may enter the facilities to care, inspect, or manage same.

17. The *Chapter* shall report all vandalism to the Director of the Department of Parks and Recreation immediately upon its discovery. Thereafter, the *Chapter* shall submit a written report of such vandalism.
18. The *Chapter* shall, at the *Chapter's* expense, obtain, keep in force, and provide the Director of the Department of Parks and Recreation with a certificate of insurance evidencing comprehensive liability coverage naming the City of Jackson as co-insured in combined limits not less than \$1,000,000 for bodily injury and property damage. The *Chapter* expressly releases the *City*, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the *City* against all damages, liabilities, expenses and losses incurred by the *City* as a result of the *Chapter's* performance under this Agreement.
19. The Director of the Department of Parks and Recreation or his designee shall serve as the liaison between the *City* and the *Chapter* and, as such, shall interpret the requirements set forth in this Agreement and insure compliance therewith.
20. This Agreement may be terminated by either party upon giving ninety (90) days written notice to the other party, prior to the end of the initial term or any renewal term, in the event of the *Chapter's* default hereunder or in the event that the Golf facility is sold or operation are transferred to another entity.
21. The failure of the *City* to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of such term or condition.
22. The *Chapter* is in all respects an independent entity, not being a part of the *City* or associated therewith, except as a party to this Agreement. No third party beneficiary relationship shall be construed as being created by virtue of the parties' agreement.
23. Nothing contained herein shall be construed to be a waiver of governmental immunity by the *City*, its officers and employees.
24. The *Chapter* shall not assign or sublease, in whole or part, this Agreement.
25. The *Chapter* shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end

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that, in accordance with Title VI of that act and regulation, no person in the United States shall, on the grounds of race, color, age, sex, religion, handicap or national origin, be excluded from participation as a result of any use or activity by user at the stated facility.

26. Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

<i>City:</i>	<i>Chapter:</i>
City of Jackson	Life Enhancement and Achievement
Parks & Recreation Department	Program, Inc. (LEAP, Inc.)
Director Ison B. Harris, Jr.	LEAP Inc. DBA First Tee Central-MS
Post Office Box 17	4209 Lakeland Drive Suite 304
Jackson, Mississippi 39205	Flowood, Mississippi 39223
(601) 960-0716	(601) 282-3506

27. The recitals are incorporated into the agreement and also bind the parties.
28. The effective date of the agreement shall be the date the last party signs the Agreement.

IN WITNESS WHEREOF, each person signing below represents that he has been duly authorized to execute the agreement on behalf of the parties cited:

City of Jackson  
Parks and Recreation Department

Life Enhancement & Achievement  
Program DBA First Fee- Central MS

\_\_\_\_\_  
Ison Harris, Jr., Director

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Chokwe A. Lumumba, Mayor

Date executed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Angela Harris, City Clerk  
(SEAL)



**ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF MAINTENANCE WORKER FROM 10 TO 19; EQUIPMENT OPERATOR FROM RANGE 12 TO RANGE 20; HEAVY EQUIPMENT OPERATOR FROM RANGE 14 TO RANGE 23; MECHANIC FROM RANGE 16 TO RANGE 23; CARPENTER FROM RANGE 15 TO RANGE 23 PLUMBER FROM RANGE 15 TO 23; CREW LEADER FROM RANGE 16 TO RANGE 21; HVAC TECHNICIAN FROM RANGE 17 TO RANGE 23 PAINTER FROM RANGE 15 TO RANGE 23; WELDER FROM RANGE 16 TO 23; HEAVY EQUIPMENT MECHANIC FROM RANGE 17 TO RANGE 23 SIGNAL TECHNICIAN FROM RANGE 16 TO RANGE 19; BRIDGES AND DRAINAGE SUPERVISOR FROM RANGE 19 TO RANGE 24; SEWER SYSTEMS SUPERVISOR FROM RANGE 19 TO RANGE 24; WATER MAINTENANCE AND DISTRIBUTION SUPERVISOR FROM RANGE 19 TO RANGE 24; STREET MAINTENANCE SUPERVISOR FROM RANGE 19 TO RANGE 24 ; AND SIGNAL SUPERVISOR FROM RANGE 19 TO RANGE 24**

OFFICE OF THE CITY ATTORNEY  
LUMUMBA  
MAY

**WHEREAS**, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y; and

**WHEREAS**, the Department of Public Works and the Department of Parks and Recreation requested that the Department of Human Resources conduct a *salary survey* on the classification of: Maintenance Worker, Equipment Operator, Heavy Equipment Operator, Mechanic, Carpenter, Plumber, Crew Leader, HVAC Technician, Painter, Welder, Heavy Equipment Mechanic, Signal Technician, Bridges and Drainage Supervisor, Water Maintenance and Distribution Supervisor, Street Maintenance Supervisor and Signal Supervisor; and

**WHEREAS**, a *salary survey* was conducted a classification of: Maintenance Worker, Equipment Operator, Heavy Equipment Operator, Mechanic, Carpenter, Plumber, Crew Leader, HVAC Technician, Painter, Welder, Heavy Equipment Mechanic, Signal Technician, Bridges and Drainage Supervisor, Water Maintenance and Distribution Supervisor, Signal Supervisor and Street Maintenance Supervisor and inquires sent to: Baton Rouge, Louisiana and Little Rock, Arkansas; and

**WHEREAS**, the response from the Cities surveyed concerning the median salary paid for the position of the **Maintenance Worker** was within the range of \$33,612.80-\$45,531.20; **Equipment Operator** was within the range of \$35,540.55-\$41,871.25; **Heavy Equipment Operator** was within the range of \$38,022.40-\$44,636.80; **Mechanic** was within the range of \$37,918.40-\$47,819.00; **Carpenter** was within the range of \$33,045.21-\$38,515.00; **Plumber** was within the range of \$35,959.21-\$40,512.00; **Crew Leader** was within the range of \$31,751.00-\$37,958.00; **HVAC Technician** was within the range of \$38,776.23-\$58,148.96; **Painter** was within the range of \$33,451.54-\$38,582.96; **Welder** was within the range of \$35,915.63-45,945.94; **Heavy Equipment Mechanic** was within the range of \$40,458.11-\$48,911.65; **Signal Technician** was within the range of \$32,930.08-38,458.96; **Bridges and Drainage Supervisor** was within the range of \$38,563.96-48,847.65; **Sewer Systems Supervisor** was within the range of \$36-875.63-46,458.78; **Water Maintenance and Distribution Supervisor** was within the range of \$39,256.36-\$51,526.25; **Street**

**Maintenance Supervisor** was within the range of \$35,256.98-\$46,145.54; and **Signal Supervisor** was within the range of \$29,996.45- \$38,112.36; and

**WHEREAS**, it is recommended that the range established for the **Maintenance Worker** be modified to range 19 with annual salary of \$29,679.12-\$36,404.94; **Equipment Operator** be modified to range 20 with annual salary of \$31,676.39-\$38,116.58; **Heavy Equipment Operator** modified to range 23 with annual salary of \$36,323.42-\$43,776.60; **Mechanic** be modified to range 23 with annual salary of \$36,323.42-\$43,776.60; **Carpenter** modified to range 23 with annual salary of \$36,323.42-\$43,776.60; **Plumber** be modified to pay range 23 with annual salary of \$36,323.42-\$43,776.60; **HVAC Technician** be modified to range 23 with annual salary of \$36,323.42-\$43,776.60; **Painter** be modified to pay range 23 with annual salary of \$36,323.42-\$43,776.60; **Welder** be modified to pay range of 23 with annual salary of \$36,323.42-\$43,776.60; **Heavy Equipment Mechanic** be modified to range 23 with annual salary of \$36,323.42-\$43,776.60; **Crew Leader** be modified to pay range 21 with annual salary of \$33,150.08-\$39,911.70; **Signal Technician** be modified to pay range 19 with annual salary of \$30,272.70-\$36,404.94; **Bridges and Drainage Supervisor** be modified to a range 24 with annual salary of \$38,029.92-\$45,857.40; **Sewer Systems Supervisor** be modified to a range 24 with annual salary of \$38,029.92-\$45,857.40; **Water Maintenance and Distribution Supervisor** be modified to a range 24 with annual salary of \$38,029.92-\$45,857.40; **Street Maintenance Supervisor** be modified to a range 24 with annual salary of \$38,029.92-\$45,857.40; **Signal Supervisor** be modified to a range 24 with annual salary of \$38,029.92-\$45,857.40; and

**WHEREAS**, the Department of Public Works and the Department of Parks and Recreation has informed the Department of Human Resources that they have the monies in their budget to cover the recommended pay range increases;

**IT IS, THEREFORE, ORDERED** that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to change the pay range of **Maintenance Worker** to range 19 with annual salary of \$29,679.12-\$36,404.94; **Equipment Operator** to pay range 20 with annual salary of \$31,676.39-\$38,116.58; **Heavy Equipment Operator** to pay range 23 with annual salary of \$36,323.42-\$43,776.60; **Mechanic** to pay range 23 with annual salary of \$36,323.42-\$43,776.60; **Carpenter** to pay range 23 with annual salary of \$36,323.42-\$43,776.60; **Plumber** to pay range 23 with annual salary of \$36,323.42-\$43,776.60; **HVAC Technician** to pay range 23 with annual salary of \$36,323.42-\$43,776.60; **Painter** to pay range 23 with annual salary of \$36,323.42-\$43,776.60; **Welder** to pay range 23 with annual salary of \$36,323.42-\$43,776.60; **Heavy Equipment Mechanic** to pay range 23 with annual salary of \$36,323.42-\$43,776.60; **Crew Leader** to pay range 21 with annual salary of \$33,150.08-\$39,911.70; **Signal Technician** to pay range 19 with annual salary of \$30,272.70-\$36,404.94; **Bridges and Drainage Supervisor** to pay range 24 with annual salary of \$38,029.92-\$45,857.40; **Sewer Systems Supervisor** to pay range 24 with annual salary of \$38,029.92-\$45,857.40; **Water Maintenance and Distribution Supervisor** to pay range 24 with annual salary of \$38,029.92-\$45,857.40; **Street Maintenance Supervisor** to pay range 24 with annual salary of \$38,029.92-\$45,857.40; **Signal Supervisor** to pay range 24 with annual salary of \$38,029.92-\$45,857.40.

**IT IS FURTHER ORDERED** that the pay plan amendments stated shall become effective immediately consistent with the provisions of Section 21-8-21(2).

By: T. Martin, Lumumba

OFFICE OF THE  
T. MARTIN  
MAYOR



## MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Toya Martin, Director  
Department of Human Resources

**DATE:** August 5, 2022

**RE: ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF MAINTENANCE WORKER FROM 10 TO 19 EQUIPMENT OPERATOR FROM RANGE 12 TO RANGE 20 HEAVY EQUIPMENT OPERATOR FROM RANGE 14 TO RANGE 23 MECHANIC FROM RANGE 16 TO RANGE 23 CARPENTER FROM RANGE 15 TO RANGE 23 PLUMBER FROM RANGE 15 TO 23 CREW LEADER FROM RANGE 16 TO RANGE 21 HVAC TECNICIAN FROM RANGE 17 TO RANGE 23 PAINTER FROM RANGE 15 TO RANGE 23 WELDER FROM RANGE 16 TO 23 HEAVY EQUIPMENT MECHANIC FROM RANGE 17 TO RANGE 23 SIGNAL TECHNICAN FROM RANGE 16 TO RANGE 19 BRIDGES AND DRAINAGE SUPERVISOR FROM RANGE 19 TO RANGE 24 SEWER SYSTEMS SUPERVISOR FROM RANGE 19 TO RANGE 24 WATER MAINTENANCE AND DISTRIBUTION SUPERVISOR FROM RANGE 19 TO RANGE 24 STREET MAINTENANCE SUPERVISOR FROM RANGE 19 TO RANGE 24 SIGNAL SUPERVISOR FROM RANGE 19 TO RANGE 24**

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The Department of Human Resources is recommending that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended as follows: change the pay range of **Maintenance Worker** to range 19 with annual salary of \$29,679.12- \$36,404.94; **Equipment Operator** be modified to range 20 with annual salary of \$31,676.39-\$38,116.58; **Heavy Equipment Operator** modified to range 23 with annual salary of \$36,323.42-\$43,776.60; **Mechanic** be modified to range 23 with annual salary of \$36,323.42-\$43,776.60; **Carpenter** modified to range 23 with annual salary of \$36,323.42-\$43,776.60; **Plumber** be modified to pay range 23 with annual salary of \$36,323.42-\$43,776.60; **HVAC Technician** be modified to range 23 with annual salary of \$36,323.42-\$43,776.60; **Painter** be modified to pay range 23 with annual salary of \$36,323.42-\$43,776.60; **Welder** be modified to pay range of 23 with annual salary of \$36,323.42-\$43,776.60; **Heavy Equipment Mechanic** be modified to range 23 with annual salary of \$36,323.42-\$43,776.60; **Crew Leader** be modified to pay range 21 with annual salary of \$33,150.08-\$39,911.70; **Signal Technician** be modified to pay range 19 with annual salary of \$30,272.70-\$36,404.94; **Bridges and Drainage Supervisor** be modified to a range 24 with annual salary of \$38,029.92-\$45,857.40; **Sewer Systems Supervisor** be modified to a range 24 with annual salary of \$38,029.92-\$45,857.40; **Water Maintenance and Distribution Supervisor** be modified to a range 24 with annual salary of \$38,029.92-\$45,857.40; **Street Maintenance Supervisor** be modified to a range 24 with annual salary of \$38,029.92-\$45,857.40; **Signal Supervisor** be modified to a range 24 with annual salary of \$38,029.92-\$45,857.40; to be effective immediately.

If you have any questions or concerns, please feel free to contact me at 601-960-1327.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

August 16, 2022

**DATE**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF MAINTENANCE WORKER FROM 10 TO 19 EQUIPMENT OPERATOR FROM RANGE 12 TO RANGE 20 HEAVY EQUIPMENT OPERATOR FROM RANGE 14 TO RANGE 23 MECHANIC FROM RANGE 16 TO RANGE 23 CARPENTER FROM RANGE 15 TO RANGE 23 PLUMBER FROM RANGE 15 TO 23 CREW LEADER FROM RANGE 16 TO RANGE 21 HVAC TECNICIAN FROM RANGE 17 TO RANGE 23 PAINTER FROM RANGE 15 TO RANGE 23 WELDER FROM RANGE 16 TO 23 HEAVY EQUIPMENT MECHANIC FROM RANGE 17 TO RANGE 23 SIGNAL TECHNICAN FROM RANGE 16 TO RANGE 19 BRIDGES AND DRAINAGE SUPERVISOR FROM RANGE 19 TO RANGE 24 SEWER SYSTEMS SUPERVISOR FROM RANGE 19 TO RANGE 24 WATER MAINTENANCE AND DISTRIBUTION SUPERVISOR FROM RANGE 19 TO RANGE 24 STREET MAINTENANCE SUPERVISOR FROM RANGE 19 TO RANGE 24 SIGNAL SUPERVISOR FROM RANGE 19 TO RANGE 24
2.	<b>Public Policy Initiative</b> 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	Change in City Government
3.	<b>Who will be affected</b>	Department of Public Works Department of Parks and Recreation
4.	<b>Benefits</b>	
5.	<b>Schedule (beginning date)</b>	Upon approval by the council
6.	<b>Location:</b> § WARD  § CITYWIDE (yes or no) (area)  § Project limits if applicable	Citywide
7.	<input type="checkbox"/> <b>Action implemented by:</b> <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Department of Human Resources
8.	<b>COST</b>	None
9.	<input type="checkbox"/> <b>Source of Funding</b> <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	Not applicable
10.	<b>EBO participation</b>	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 COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

August 16, 2022

**DATE**

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<b>8. COST</b>	None																																													
<input type="checkbox"/> <b>Source of Funding</b> <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <b>9.</b> § Other	Not applicable																																													
<b>10. EBO participation</b>	<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	_____																																						


Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

**This ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF MAINTENANCE WORKER FROM 10 TO 19; EQUIPMENT OPERATOR FROM 12 TO 20; HEAVY EQUIPMENT OPERATOR FROM 14 TO 23; MECHANIC FROM 16 TO 23; CARPENTER FROM 15 TO 23; PLUMBER FROM 15 TO 23; CREW LEADER FROM 16 TO 21; HVAC TECHNICIAN FROM 17 TO 23; PAINTER FROM 15 TO 23, WELDER FROM 16 TO 23; HEAVY EQUIPMENT MECHANIC FROM 17 TO 23; SIGNAL TECHNICIAN FROM 16 TO 19; BRIDGES AND DRAINAGE SUPERVISOR FROM 19 TO 24; SEWER SYSTEMS SUPERVISOR FROM 19 TO 24; WATER MAINTENANCE AND DISTRIBUTION SUPERVISOR FROM 19 TO 24; STREET MAINTENANCE SUPERVISOR FROM 19 TO 24; AND SIGNAL SUPERVISOR FROM 19 TO 24 has been reviewed by me and is legally sufficient for adoption by the governing authorities.**

  
\_\_\_\_\_  
Carrie Johnson, Deputy City Attorney

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
*[Signature]*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFERS TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS**

**WHEREAS**, the City of Jackson has a need for temporary staffing services for various City Departments; and

**WHEREAS**, the Department of Human Resources is responsible for securing temporary staffing services for all City Departments; and

**WHEREAS**, representatives from City Departments will notify the Department of Human Resources when they are in need of temporary staffing services; and

**WHEREAS**, the Department of Human Resources sends a request to temporary agencies when there is a need for services;

**WHEREAS**, the request includes the requesting Department, classification title, duties, quote and schedule; and

**WHEREAS**, the Department of Human Resources selects the agency with the lowest quote; and

**WHEREAS**, Staffers will provide the City of Jackson on request with qualified temporary staffing services for the classification specifications; and

**WHEREAS**, Staffers has an office located at 1437 Old Square Road, Suite 1007, Jackson, Mississippi; and

**WHEREAS**, Staffers submitted a rate sheet for the temporary positions provided to the City of Jackson as follows:

General Office Clerk	\$11.95/hour
Data Entry Clerk	\$13.75/hour
Receptionist	\$13.75/hour
Administrative Assistant	\$14.95/hour
Accounting Clerk	\$14.95/hour
Legal Secretary	\$16.50/hour
Paralegal	\$16.50/hour

**WHEREAS**, Staffers will submit time sheets documenting the time worked and invoices to the City for services performed by assigned employees on a weekly basis, and the City will remit payment within 30-45 days consistent with the statute for timely payment by governmental entities; and

Agenda Item No. 23  
Agenda Date: August 30, 2022  
(T.Martin, Lumumba)

OFFICE OF THE  
YALIC

**WHEREAS**, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon; and

**WHEREAS**, Staffers will recruit, screen, interview, hire, and assign its employees to perform the work under the supervision of the City of Jackson and will be responsible for paying the assigned employees' wages and provide them with the benefits Staffers offers to them; and

**WHEREAS**, Staffers will pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers compensation benefits and handle unemployment and workers' compensation claims involving the assigned employees; and

**WHEREAS**, Staffers will comply with federal, state and local labor and employment laws applicable to assigned employees including the Immigration Reform and Control Act of 1986, the Internal Revenue Code, the Employee Retirement Income Security Act, the Health Insurance Portability and Accountability Act, the Family Medical Leave Act, Title VII of the Civil Rights Act of 1964, the American with Disabilities Act, the Fair Labor Standards Act, the Consolidated Omnibus Budget Reconciliation Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, and the Patient Protection and Affordable Care Act;

**WHEREAS**, Staffers will comply with all provisions of the Affordable Care Act applicable to assigned employees, including the employer shared responsibility provisions related to the offer of minimum essential coverage to "full-time" employees as those terms are defined in the United States Code and related regulations and the applicable employer information reporting provisions set forth in the United States Code and related regulations; and

**WHEREAS**, Staffers will have the right to physically inspect the work site and work processes to review and address unilaterally or in coordination with the City work performance issues of the assigned employee and to enforce Staffers' employment policies related to the assigned employees conduct at the worksite; and

**WHEREAS**, the City will properly supervise the assigned employee performing its work and be responsible for its business operations, products, services, and intellectual property; and

**WHEREAS**, the City will supervise, control, and safeguard its premises, processes, or systems and not permit assigned employees to operate any vehicle or mobile equipment or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Staffers' *express prior written approval* or as strictly required by the job description provided to Staffers; and

**WHEREAS**, the City will not change the assigned employees job duties without Staffers' *express prior written approval*; and

OFFICE OF THE CITY ATTORNEY  
*[Signature]*

**WHEREAS**, the City will exclude assigned employees from its benefit plans, policies, and practices and not make any offer or promise relating to the assigned employee's compensation and benefits; and

**WHEREAS**, the City and Staffers agree to hold confidential information in strict confidence and not disclose the information to third parties or use the information for any purpose other than performing the Agreement as required; and

**WHEREAS**, knowledge, possession or use of the City's information will not be imputed to Staffers as a result of an assigned employee having access to the information; and

**WHEREAS**, the terms of the agreement will be considered severable, such that if any provision or clause which conflicts with existing or future law or may not be given full effect because of the law, no other provision that can operate without the conflicting provision or clause will be affected; and

**WHEREAS**, neither party will be responsible for failure or delay in performance of the agreement if the delay in performance is due to labor disputes, strikes, fire, riot, war, terrorism, Acts of God or other causes beyond the control of the nonperforming party; and

**WHEREAS**, Staffers will provide proof of liability and workers compensation coverage upon request of the City.

**IT IS, HEREBY ORDERED** that the Mayor be authorized to execute a contract with Staffers for the purposes stated in this Order.

**IT IS, FURTHER ORDERED** that the Mayor, or his designee, be authorized to execute any and all documents necessary to implement the contract described in this Order.

**IT IS, FURTHER ORDERED** that payment for the services provided *after* the contract has been executed may be made to Staffers.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

July 21, 2022  
DATE

POINTS		COMMENTS					
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFERS TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS</b>					
2.	<b>Public Policy Initiative</b> 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	Change in City Government					
3.	<b>Who will be affected</b>	All City Departments; assigned employees					
4.	<b>Benefits</b>	To provide the City of Jackson with the need of temporary staffing.					
5.	<b>Schedule (beginning date)</b>	Upon approval by the council.					
6.	<b>Location:</b> § WARD  § CITYWIDE (yes or no) (area)  § Project limits if applicable	Citywide					
<input type="checkbox"/> <input type="checkbox"/> 7.	<b>Action implemented by:</b> § City Department  § Consultant	Department of Human Resources					
8.	<b>COST</b>						
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	<b>Source of Funding</b> § General Fund § Grant § Bond § Other	General Fund					
10.	<b>EBO participation</b>	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 ___



# STAFFERS STAFFING AGREEMENT

STAFFERS, with its principal office located at 1437 Old Square Road, Suite 107, Jackson, MS 39211 and City of Jackson, Jackson, MS (CLIENT) agree to the terms and conditions set forth in this STAFFERS Staffing Agreement

## STAFFERS

### 1. DUTIES AND RESPONSIBILITIES

#### STAFFERS will:

- Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform the type of work under CLIENT's supervision and will, as the common law employer of Assigned Employees, be responsible for the following:
- Pay Assigned Employees' wages and provide them with the benefits that Staffers offers to them;
- Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act (ACA).
- Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

### 1.2 RIGHT TO CONTROL

In addition to STAFFERS' duties and responsibilities set forth in paragraph 1, STAFFERS, as the common law employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFERS' employment policies relating to Assigned Employee conduct at the worksite.

## CLIENT

### 2. DUTIES AND RESPONSIBILITIES

#### CLIENT will:

- Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended

premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Staffers' express prior written approval or as strictly required by the job description provided to Staffers;

- Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- Not change Assigned Employees' job duties without Staffers' express prior written approval; and
- Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

#### **PAYMENT TERMS, BILL RATES, AND FEES**

3. CLIENT will pay STAFFERS for its performance at the rates set forth in Exhibit A. STAFFERS will invoice CLIENT for services provided under this Agreement on a weekly basis and CLIENT will remit payment within 30 - 45 days, which is consistent with the statute for timely payment by governmental entities. Invoices will be supported by the STAFFERS' time sheets documenting time worked by the Assigned Employees. CLIENT's signature submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFERS to bill CLIENT for those hours.
4. CLIENT agrees that overtime requires payment of 1 ½ times the payment of compensation based on federal law. When federal law requires 1 ½ times of pay for work exceeding 40 hours in a week, CLIENT will be billed at 1 ½ times of the regular bill rate.

#### **CONFIDENTIAL INFORMATION**

5. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFERS as a result of Assigned Employees' access to such information.

#### **COOPERATION**

6. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

#### **MISCELLANEOUS**

7. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
8. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
9. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
10. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

11. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
12. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
13. CLIENT will not transfer or assign this Agreement without STAFFERS' written consent.
14. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
15. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
16. Upon request, Staffers will provide CLIENT with proof of liability coverage and workers compensation coverage.

**TERM OF AGREEMENT**

17. This Agreement will be for a term of 12 MONTHS from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 5 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 2 hours written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

CLIENT	STAFFERS
Signature	<i>Kelly Collum</i>
Printed Name	Kelly Collum
Title	Business Development
Date	7/19/2022

## **Staffers 2022 Rate Sheet**

### **City of Jackson**

<b>General Office Clerk</b>	<b>11.95</b>
<b>Data Entry Clerk</b>	<b>13.75</b>
<b>Receptionist</b>	<b>13.75</b>
<b>Administrative Assistant</b>	<b>14.95</b>
<b>Accounting Clerk</b>	<b>14.95</b>
<b>Legal Secretary</b>	<b>16.50</b>
<b>Paralegal</b>	<b>16.50</b>

**MEMORANDUM**

**TO:** Mayor Chokwe A. Lumumba  
**FROM:** Toya Martin, Director  
Human Resources  
**DATE:** July 21, 2022  
**RE:** **Contract with Staffers Temp Agency**

The Department of Human Resources is recommending that the City enter into a contract with Staffers to provide temporary office employees when needed to address shortages in personnel resulting from terminations or leave.

The attached Order requests that the Council authorize an agreement with Staffers. The hourly rates range from \$11.95 - \$16.50 per hour.

TM/bs

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  
*Carrie Johnson*

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFERS TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.

*Carrie Johnson*  
\_\_\_\_\_  
Carrie Johnson, Deputy City Attorney

*7/25/2022*  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LFI FORT PIERCE, INC D/B/A LABOR FINDERS TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS**

**WHEREAS**, the City of Jackson has a need for temporary staffing services for various City Departments; and

**WHEREAS**, the Department of Human Resources is responsible for securing temporary staffing services for all City Departments; and

**WHEREAS**, representatives from City Departments will notify the Department of Human Resources when they are in need of temporary staffing services; and

**WHEREAS**, the Department of Human Resources sends a request to temporary agencies when there is a need for services;

**WHEREAS**, the request includes the requesting Department, classification title, duties, quote and schedule; and

**WHEREAS**, the Department of Human Resources selects the agency with the lowest quote; and

**WHEREAS**, LFI Fort Pierce, Inc., is a foreign corporation doing business as Labor Finders in the State of Mississippi; and

**WHEREAS**, the registered agent for LFI Fort Pierce, Inc., is Capitol Corporate Services, Inc., 248 East Capitol Street, Ste. 840, Jackson MS 39201; AND

**WHEREAS**, Labor Finders has an office located at 741 Harris Street, Suite A, Jackson, Mississippi; and

**WHEREAS**, Labor Finders submitted a rate sheet for the temporary positions sought by the City of Jackson as follows:

<b>GENERAL LABOR: Cleaner of Debris Remover (Construction)</b>	<b>\$16.90/hour</b>
<b>PAINTER: Painting NOC and Shop Operations, Drivers</b>	<b>\$18.65/hour</b>
<b>CONSTRUCTION: Street Road Constructions</b>	<b>\$20.43/hour</b>
<b>EXPERIENCE MACHINERY: Able to Operate Machines such as Power Lift Eq.</b>	<b>\$23.29/hour</b>
<b>PARKS &amp; MAINTENANCE: Grass Cutting</b>	<b>\$16.90/hour</b>

Agenda Item No. 24  
Agenda Date: August 30, 2022  
(T.Martin, Lumumba)

OFFICE OF THE CITY ATTORNEY  
Hawthorne  
M. M. M.

**WHEREAS, Labor Finders will recruit, screen interview, hire and assign its employees to perform the work under the supervision of the City of Jackson; and**

**WHEREAS, Labor Finders will pay the assigned employee wages and provide benefits offered by Labor Finders; and**

**WHEREAS, Labor Finders will pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers compensation benefits and handle unemployment and workers' compensation claims involving the assigned employees; and**

**WHEREAS, Labor Finders will comply with federal, state and local labor and employment laws applicable to assigned employees including the Immigration Reform and Control Act of 1986, the Internal Revenue Code, the Employee Retirement Income Security Act, the Health Insurance Portability and Accountability Act, the Family Medical Leave Act, Title VII of the Civil Rights Act of 1964, the American with Disabilities Act, the Fair Labor Standards Act, the Consolidated Omnibus Budget Reconciliation Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, and the Patient Protection and Affordable Care Act;**

**WHEREAS, Labor Finders will comply with all provisions of the Affordable Care Act applicable to assigned employees, including the employer shared responsibility provisions related to the offer of minimum essential coverage to "full-time" employees as those terms are defined in the United States Code and related regulations and the applicable employer information reporting provisions set forth in the United States Code and related regulations; and**

**WHEREAS, Labor Finders will have the right to physically inspect the work site and work processes to review and address unilaterally or in coordination with the City work performance issues of the assigned employee and to enforce Labor Finders employment policies related to the assigned employees conduct at the worksite; and**

**WHEREAS, the City will properly supervise the assigned employee performing its work and be responsible for its business operations, products, services, and intellectual property; and**

**WHEREAS, the City will supervise, control, and safeguard its premises, processes, or systems and not permit assigned employees to operate any vehicle or mobile equipment or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Labor Finders *express prior written approval* or as strictly required by the job description provided to Labor Finders; and**

**WHEREAS, the City will provide assigned employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site; and**



**WHEREAS**, the City will not change the assigned employees job duties without Labor Finders express prior written approval; and

**WHEREAS**, the City will exclude assigned employees from its benefit plans, policies, and practices and not make any offer or promise relating to the assigned employee's compensation and benefits; and

**WHEREAS**, assigned employees will be excluded from benefit plans, policies, and practices of the City; and

**WHEREAS**, the City will pay Labor Finders the rates set forth and remit payment within 30-45 days of receipt of the invoice consistent with the statute for timely payment by governmental entities; and

**WHEREAS**, invoices will be supported by the Labor Finders time sheets documenting time worked by assigned employees; and

**WHEREAS**, the signature of the City of Jackson submitted for assigned employees certifies that the documented hours are correct and authorizes Labor Finders to bill for the hours; and

**WHEREAS**, the City and Labor Finders agree to hold confidential information in strict confidence and not disclose the information to third parties or use the information for any purpose other than performing the Agreement as required; and

**WHEREAS**, knowledge, possession or use of the City's information will not be imputed to Labor Finders as a result of an assigned employee having access to the information; and

**WHEREAS**, the terms of the agreement will be considered severable, such that if any provision or clause which conflicts with existing or future law or may not be given full effect because of the law, no other provision that can operate without the conflicting provision or clause will be affected; and

**WHEREAS**, neither party will be responsible for failure or delay in performance of the agreement if the delay in performance is due to labor disputes, strikes, fire, riot, war, terrorism, Acts of God or other causes beyond the control of the nonperforming party; and

**WHEREAS**, the failure of a party to enforce the provisions of the agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of the agreement; and

**WHEREAS**, Labor Finders will provide proof of liability and workers compensation coverage upon request of the City.

**WHEREAS, the term of the agreement is 12 months from the first date upon which both parties execute the agreement; and**

**WHEREAS, the agreement may be terminated by either party upon five (5) days written notice to the other party, except that if a party becomes bankrupt or insolvent, discontinues operations or fails to make any payments as required, either party may terminate the agreement upon 2 hours written notice.**

**IT IS, HEREBY ORDERED that the Mayor be authorized to execute a contract with LFI Fort Pierce, Inc., which does business as Labor Finders.**

**IT IS, FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to implement the contract described in this Order.**

**IT IS, FURTHER ORDERED that payment for the services provided *after* the contract has been executed may be made to Labor Finders**

OFFICE  
FOR THE  
MAYOR  
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

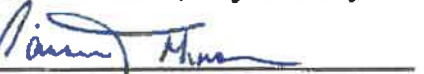
OFFICE OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LFI FORT PIERCE DBA LABOR FINDERS TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney

8/23/22  
Date

  
\_\_\_\_\_  
Carrie Johnson, Deputy City Attorney

8/23/2022  
Date

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

August 19, 2022

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LFI FT. PIERCE, INC. D/B/A LABOR FINDERS TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS</b>								
2.	<b>Public Policy Initiative</b> 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	Change in City Government								
3.	<b>Who will be affected</b>	All City Departments; assigned employees								
4.	<b>Benefits</b>	To provide the City of Jackson with the need of temporary staffing.								
5.	<b>Schedule (beginning date)</b>	Upon approval by the council.								
6.	<b>Location:</b> § WARD  § CITYWIDE (yes or no) (area)  § Project limits if applicable	Citywide								
<input type="checkbox"/>	<b>Action implemented by:</b>	Department of Human Resources								
<input type="checkbox"/>	§ City Department									
7. <input type="checkbox"/>	§ Consultant									
8.	<b>COST</b>									
<input type="checkbox"/>	<b>Source of Funding</b>	General Fund								
<input type="checkbox"/>	§ General Fund									
<input type="checkbox"/>	§ Grant									
<input type="checkbox"/>	§ Bond									
9. <input type="checkbox"/>	§ Other									
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___

**MEMORANDUM**

**TO:** Mayor Chokwe A. Lumumba  
**FROM:** Toya Martin, Director  
Human Resources  
**DATE:** August 19, 2022  
**RE:** Contract with LFI FT. PIERCE, INC. d/b/a Labor Finders

The Department of Human Resources is recommending that the City enter into a contract with LFI FT. PIERCE, INC. d/b/a Labor Finders, to provide temporary employees when needed to address shortages in personnel resulting from terminations or leave.

The attached Order requests that the Council authorize an agreement with LFI FT. PIERCE, INC. The hourly bill rates range from \$16.90 - \$23.29 per hour.

TM/bs



# Quotation

**Quotation No:** 25-40-975      **Date:** 08/18/2022  
**Valid Until:** 09/18/2022

**Prepared For:** City Of Jackson  
**Customer No:** 25-40-482  
**Attention:** Bridgette Stubbs  
**Title:** HR Direction  
**Address:** P.O. Box 17  
Jackson, MS 39205

**Prepared By:** LFI Ft. Pierce, Inc.  
**Office:** Jackson  
**Quoted By:** Anthony L. Hyder  
**Title:** Manager  
**Address:** 741 Harris Street  
Suite A  
Jackson, MS 39202  
**Phone/Fax:** (601) 362-6677 / (601) 362-8226  
**Email:** JacksonMS@laborfinders.com

Position	Job Description	Bill Rate
General Labor	CLEANER--DEBRIS REMOVAL--CONSTRUCTION	\$16.90
Painter	PAINTING NOC And SHOP OPERATIONS, DRIVERS	\$18.65
Construction	Street Road Constructions	\$20.43
Experience Machinery	Able to operate electric machines such as Power Lift Eq	\$23.29
Parks & Mainenance	Perform Grass Cutting	\$16.90

Labor Finders provides employee recruitment and covers workers compensation insurance, employment taxes and withholding, administration of all payroll and related functions. Labor Finders proactive risk management program makes safety of our assigned employees priority one.

This quote does not include other expenses such as drug testing, employment physicals, etc. Should any of these items be required these expenses will be added to your invoice. There is a 4 (four) Hour Minimum .

Thank you for the opportunity to provide this quotation. Labor Finders goal is to provide your company with the best possible service and to help improve your productivity through the use of our staffing services. We welcome the opportunity to work with your company and look forward to earning the privilege to be your business partner.

If you accept this quotation, please sign and return to our office. Please contact us at (601) 362-6677 if you have any questions.

\_\_\_\_\_  
Authorized Customer Signature

\_\_\_\_\_  
Date

**THANK YOU FOR CONSIDERING OUR SERVICES !**  
For more information about our company and services please visit us at  
[www.laborfinders.com](http://www.laborfinders.com)

**LFI Ft. Pierce, Inc.,  
dba Labor Finders  
AGREEMENT**

LFI Ft. Pierce, Inc., dba labor Finders, with its principal office located at 741 Harris St. Ste A., Jackson, MS. and The City of Jackson, MS agree to the terms and conditions set forth in this Staffing Agreement

**DUTIES AND RESPONSIBILITIES**

LFI Ft. Pierce, Inc., dba Labor Finders will:

- Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform the type of work under CLIENT's supervision and will, as the common law employer of Assigned Employees, be responsible for the following;
- Pay Assigned Employees' wages and provide them with the benefits that Labor Finders offers to them;
- Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act (ACA).
- Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

**1.2 RIGHT TO CONTROL**

In addition to Labor Finders' duties and responsibilities set forth in paragraph 1, Labor Finders as the common law employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce Labor Finders employment policies relating to Assigned Employee conduct at the worksite.

**CLIENT**

**2. DUTIES AND RESPONSIBILITIES**

CLIENT will:

- Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended

premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Labor Finders express prior written approval or as strictly required by the job description provided to Labor Finders:

- Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- Not change Assigned Employees' job duties without Labor Finders express prior written approval; and
- Exclude Assigned Employees from CLIENT'S benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

#### **PAYMENT TERMS, BILL RATES, AND FEES**

3. CLIENT will pay Labor Finders for its performance at the rates set forth in Exhibit A. Labor Finders will invoice CLIENT for services provided under this Agreement on a weekly basis and CLIENT will remit payment within 30 - 45 days, which is consistent with the statute for timely payment by governmental entities. Invoices will be supported by the Labor Finders time sheets documenting time worked by the Assigned Employees. CLIENT's signature submitted for Assigned Employees certifies that the documented hours are correct and authorizes Labor Finders to bill CLIENT for those hours.

4. CLIENT agrees that overtime requires payment of 1 ½ times the payment of compensation based on federal law. When federal law requires 1 ½ times of pay for work exceeding 40 hours in a week, CLIENT will be billed at 1 ½ times of the regular bill rate.

#### **CONFIDENTIAL INFORMATION**

5. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to Labor Finders as a result of Assigned Employees' access to such information.

#### **COOPERATION**

6. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

#### **MISCELLANEOUS**

7. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.

8. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.



9. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

10. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supercede all prior agreements and understandings relating to the subject matter of the Agreement.

11. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

12. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

13. CLIENT will not transfer or assign this Agreement without Labor Finders written consent.

14. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.

15. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

16. Upon request, labor Finders will provide CLIENT with proof of liability coverage and workers compensation

**TERM OF AGREEMENT**

17. This Agreement will be for a term of 12 MONTHS from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 5 days' written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 2 hours written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

CLIENT

Signature

Printed Name

Title

Date

Labor Finders

Signature

*Robyne A. Hammond*  
Robyne A. Hammond

*Director of Risk Mgmt*

*July 21, 2022*

OFFICE OF THE CITY ATTORNEY

Via [Signature] 8/24/2022

**ORDER AMENDING THE AUGUST 31, 2021 ORDER AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE DECREASING THE SUB-AWARD GRANT FROM \$165,540.00 TO \$153,927.24 TO PROVIDE FUNDING TO THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER**

**WHEREAS**, on August 31, 2021, the governing authorities authorized the mayor to execute the contract and related documents with the University of Mississippi on behalf of the Mississippi Small Development Center State Office to receive a sub-award grant in the amount of one hundred thirty two thousand four hundred thirty-one dollars (\$132,431.00); and

**WHEREAS**, beginning 2022, the SBA changed the Small Business Development Center accounting year to a calendar year (January to December) using a two-step process; and

**WHEREAS**, in Step 1, the FY2021 was extended to a fifth quarter October to December, sub-award contracts were modified to cover the fifth quarter with one-fourth of current budget in the amount of three thousand seven hundred fifty dollars (\$3,750.00) allocated for the fifth quarter; Step 2, a new sub-award was offered for FY2022 January to December, and the host was to be reimbursed each quarter; and

**WHEREAS**, by Order entered on December 7, 2021 Minute Book 6U, Page 233 the governing authorities for the City of Jackson approved an amended Order, which authorized the Mayor to execute a contract with the University of Mississippi on behalf of the Mississippi Small Business Development Center State Office to increase the Sub Award Grant amount from one hundred thirty two thousand four hundred thirty-one dollars (\$132,431.00) to one hundred sixty-five thousand five hundred forty dollars (\$165,540.00) to fund the establishment of the City of Jackson Small Business Development Center; and

**WHEREAS**, the Department of Planning and Development, Business Entrepreneurial Assistance Team, partnered with the Mississippi Small Business Development Center to assist small business owners in increasing their capacity through the provision of information, management and technical assistance; and

**WHEREAS**, through said partnership, there has been an increase in the number of small business start-ups, which has provided job opportunities and enhanced the City of Jackson tax base; and

**WHEREAS**, on March 23, 2022 the Department of Planning and Development submitted a request for final reimbursement of three thousand nine hundred forty-three dollars and fifty-seven cents (\$3,943.57), which comes to eleven thousand six hundred twelve dollars and seventy-six cents (\$11,612.76) less than the one hundred sixty-five thousand five hundred forty dollars (\$165,540.00) approved by governing authorities for the City of Jackson on December 7, 2021; and

**WHEREAS**, this will revise the Fiscal Year Budget to reflect the sub award grant in the amount of one hundred fifty-three thousand nine hundred twenty-seven dollars and twenty-four cents (\$153,927.24), which consists of federal funds sponsored by the University of Mississippi in

Agenda Item No. 25  
Agenda Date: August 30, 2022  
(Hillman, Lumumba)

the amount of seven thousand one hundred thirty seven dollars and twenty-four cents (\$7,137.24), match funds by the City in the amount of one hundred twelve thousand four hundred forty-four dollars and seventy-six cents (112,444.76), and a waiver of twelve thousand eight hundred forty-nine dollars (\$12,849.00) in direct costs; and

**WHEREAS**, the Department of Planning and Development believes executing the amended contract with the University of Mississippi on behalf of the Mississippi Small Business Development Center State Office for a sub award grant in the amount of one hundred fifty-three thousand nine hundred twenty-seven dollars and twenty-four cents (\$153,927.24) is in the best interest of the City of Jackson.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an amended contract with the University of Mississippi on behalf of the Mississippi Small Business Development Center State Office to reflect a revision in the Department's Fiscal Year 2021 budget from one hundred sixty-five thousand five hundred forty dollars (\$165,540.00) to one hundred fifty-three thousand nine hundred twenty-seven dollars and twenty-four cents (\$153,927.24), which consists of federal funds sponsored by the University of Mississippi in the amount of seven thousand one hundred thirty seven dollars and twenty-four cents (\$7,137.24), match funds by the City in the amount of one hundred twelve thousand four hundred forty-four dollars and seventy-six cents (112,444.76), and a waiver of twelve thousand eight hundred forty-nine dollars (\$12,849.00) indirect costs.

Item#: \_\_\_\_\_  
Date: August 30, 2022  
By: (Jordan, Lumumba)

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AMENDING THE AUGUST 31, 2021 ORDER AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE DECREASING THE SUB-AWARD GRANT FROM \$165,540.00 TO \$153,927.24 TO PROVIDE FUNDING TO THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Catoria Martin**, *City Attorney*  
**Victoria James**, *Deputy City Attorney* 

  
\_\_\_\_\_  
Date



**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor

**From:** Jordan Rae Hillman, AICP, Director

**Date:** August 10, 2022

**Subject:** Order Authorizing an Amendment to the City SUBAWARD contract With the University of Mississippi on behalf of the Mississippi Small Business Development Center State Office (MSSBDC).

The attached Agenda item authorizes an Amendment to the City Subaward contract with the University of Mississippi on behalf of the Mississippi Small Business Development Center State Office. The revised estimated total cost under the Federal Fiscal Year 2021 is \$153,927.24, which consists of federal funds sponsored by UM in the amount of \$7,137.24, City of Jackson match funds in the amount of \$112,444.76 and a waiver of indirect costs in the amount of \$12,849.00. The City's match funds will come from existing staff persons in the Business Development Division. This is needed to receive our final reimbursement of \$3,943.57

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 8/30/2022**

<b>P O I N T S</b>		<b>C O M M E N T S</b>								
1.	<b>Brief Description</b>	ORDER AMENDING THE AUGUST 31, 2021 ORDER AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE DECREASING THE SUB-AWARD GRANT FROM \$165,540.00 TO \$153,927.24 TO PROVIDE FUNDING TO THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER								
2.	<b>Purpose</b>	Create a Host Small Business Development Center for the City of Jackson								
3.	<b>Who will be affected</b>	Existing and potential small businesses in the City of Jackson								
4.	<b>Benefits</b>	Provide technical assistance to entrepreneurs in the City of Jackson								
5.	<b>Schedule (beginning date)</b>	Upon approval								
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	citywide								
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department</li> <li>▪ Consultant</li> </ul>	Department of Planning & Development								
8.	<b>COST</b>	Decrease in the amount of eleven thousand six hundred twelve dollars seventy-six cents (\$11,612.76)								
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	(New Grant) Small Business Association Federal Funds Grant Via University of Mississippi								
10.	<b>EBO participation</b>  <b>See attached sheets from Vendors</b>	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__





**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE FOR A SUB AWARD GRANT IN THE AMOUNT OF \$132,431.00 TO PROVIDE FUNDING TO THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER**

OFFICE OF THE CITY ATTORNEY  
V. J. Hillman  
8/23/2022

**WHEREAS**, the Department of Planning and Development, Business Entrepreneurial Assistance Team, partnered with the Mississippi Small Business Development Center Staff Office to assist small business owners in increasing their capacity through the provision of information, management and technical assistance; and

**WHEREAS**, through said partnership, there has been an increase in the number of small business start-ups, which has provided job opportunities and enhanced the City's tax base; and

**WHEREAS**, the revised estimated cost to continue the City of Jackson Small Business Development Center State Office for the Federal Fiscal Year 2022 is one hundred thirty-two thousand four hundred thirty-one dollars (\$132,431.00), which consists of a fifteen thousand dollars (\$15,000.00) reimbursable grant from the University of Mississippi, matching funds in the amount of one hundred five thousand three hundred ninety-two dollars (\$105,392.00) from the City of Jackson and a waiver of indirect costs in the amount of twelve thousand thirty-nine dollars (\$12,039.00); and

**WHEREAS**, the City's matching funds will come from the salary of existing staff persons in the Business Development Division and will not necessitate an increase in the Department's budget; and

**WHEREAS**, the Department believes that continuing the program and accepting the sub-award grant on behalf of the Mississippi Small Business Development Center State Office is in the best interest of the City of Jackson.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the contract and related documents with the University of Mississippi on behalf of the Mississippi Small Business Development Center State Office to continue the City of Jackson small business development center with the revised estimated total cost of one hundred thirty-two thousand four hundred thirty-one dollars (\$132,431.00), which consists of a fifteen thousand dollars (\$15,000.00) reimbursable grant from the University of Mississippi, matching funds in the amount of one hundred five thousand three hundred ninety-two dollars (\$105,392.00) from the salary of existing staff persons in the Business Development Division, and a waiver of indirect costs in the amount of twelve thousand thirty-nine dollars (\$12,039.00).

Agenda Item No. 26  
Agenda Date: August 30, 2022  
(Hillman, Lumumba)

Office of the City Attorney

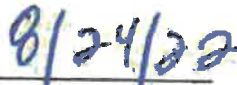
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE FOR A SUB AWARD GRANT IN THE AMOUNT OF \$132,431.00 TO PROVIDE FUNDING TO THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney

Victoria James, Deputy City Attorney 

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
VJ  
8/22/2022

Department of Planning and Development



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

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor

**From:** Jordan Rae Hillman, AICP, Director

**Date:** August 10, 2022

**Subject:** Order Authorizing the City SUBAWARD contract with the University of Mississippi on behalf of the Mississippi Small Business Development Center State Office (MSSBDC).

The attached Agenda item authorizes the City Subaward contract with the University of Mississippi on behalf of the Mississippi Small Business Development Center State Office. The revised estimated total cost under the Federal Fiscal Year 2022 is \$132,431.00, which consists of reimbursable federal funds sponsored by UM in the amount of \$15,000.00, City of Jackson match funds in the amount of \$105,392.00 and a waiver of indirect costs in the amount of \$12,039.00. The City's match funds will come from existing staff persons in the Business Development Division.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 8/30/2022**

<b>P O I N T S</b>		<b>C O M M E N T S</b>					
1.	<b>Brief Description</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE FOR A SUB AWARD GRANT IN THE AMOUNT OF \$132,431.00 TO PROVIDE FUNDING TO THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER					
2.	<b>Purpose</b>	Fund a Host Small Business Development Center for the City of Jackson					
3.	<b>Who will be affected</b>	Existing and potential small businesses in the City of Jackson					
4.	<b>Benefits</b>	Provide technical assistance to existing businesses and entrepreneurs in the City of Jackson					
5.	<b>Schedule (beginning date)</b>	Upon approval					
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	citywide					
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> ▪ <b>Consultant</b>	Department of Planning & Development					
8.	<b>COST</b>	\$0					
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	(New Grant) Small Business Association Federal Funds Grant Via University of Mississippi					
1	<b>EBO participation</b>  <b>See attached sheets from Vendors</b>	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  
8/26/2022

**ORDER ACCEPTING THE TERM BID OF SMOKING JOES' CLEAN-UP SERVICE, LLC FOR TWENTY-FOUR MONTH SALE OF RECYCLED REFRIGERATORS, OTHER WHITE GOODS, AIR CONDITIONERS, GAS TANKS, AND VARIOUS SCRAP METALS, (BID 96270-091316) (ALL WARDS)**

WHEREAS, sealed bids for a Twenty-Four Month Sale of Recycled Refrigerators, Other White Goods, Air Conditioners, Gas Tanks, and Various Scrap Metals were opened July 12, 2022 and one (1) bid was received; and

WHEREAS, Smoking Joes' Clean-up Service, LLC, 117 Barbara Ave, Jackson, Mississippi 39209, submitted the highest offer to purchase the recycled refrigerators, other white goods, air conditioners, gas tanks, and various scrap metals at the price of \$120.00 per gross ton, for recycled refrigerators, other white goods, air conditioners, and gas tanks with an estimated weight of 3,000 to 4,000 tons for the term and \$120.00 per gross ton, for various scrap metals with an estimated weight of 3,000 to 4,000 tons for the term; and

WHEREAS, the Solid Waste Division of the Department of Public Works has reviewed the bid submitted and recommends the governing authorities deem the bid of Smoking Joes' Clean-up Service, LLC, 117 Barbara Ave. Jackson, MS 39209, to be the highest and only bid.

IT IS, THEREFORE, ORDERED that the bid of Smoking Joes' Clean-up Service, LLC, 117 Barbara Ave., Jackson, MS 39209, received July 12, 2022, for the sale of recycled refrigerators, other white goods, air conditioners, gas tanks and various scrap metals for a twenty-four month term (starting August 01, 2022 through July 31, 2024) in the amounts of \$120.00 per gross ton, conditioners, and gas tanks with an estimated weight of 3,000 to 4,000

Agenda Item No: 27  
Agenda Date: August 30, 2022  
(King, Lumumba)

tons for the term and \$120.00 per gross ton, for various scrap metals with an estimated weight of 3,000 to 4,000 tons for the term be accepted as the highest and only bid received, it being determined that the bid meets the City specifications.

**IT IS FURTHER ORDERED** that payments received from the sale of these materials are to be deposited into the Solid Waste Enterprise Fund.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 16, 2022

	<b>P O I N T S</b>	<b>C O M M E N T S</b>
1.	<b>Brief Description/Purpose</b>	ACCEPTING BID ON TWENTY-FOUR-MONTH SALE OF RECYCLE REFRIGERATORS, OTHER WHITE GOODS, AIR CONDITIONERS, GAS TANKS, AND VARIOUS SCRAP METALS. BID NO. 96153-071222 (ALL WARDS)
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Economic Development  Quality of Life
3.	<b>Who will be affected</b>	All City residents
4.	<b>Benefits</b>	Landfill Operations
5.	<b>Schedule (beginning date)</b>	
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Public Works Department/ Solid Waste Division
8.	<b>COST</b>	No cost. The City will receive \$120.00 per TON for the sale of recycle and \$120.00 per TON for the sale of various scrap metal (ESTIMATED SALE IS 3,000 TO 4,000 TONS FOR THE TERM)
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	The payments received will be deposited to account 009-5627
10.	<b>EBO participation</b>	ABE _____%      WAIVER    yes ___ no ___      N/A ___ AABE _____%      WAIVER    yes ___ no ___      N/A ___ WBE _____%      WAIVER    yes ___ no ___      N/A ___ HBE _____%      WAIVER    yes ___ no ___      N/A ___ NABE _____%      WAIVER    yes ___ no ___      N/A ___

Revised 2-01

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  
9/20/22

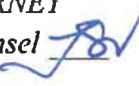
## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING THE TERM BID OF SMOKING JOES' CLEAN-UP SERVICE, LLC FOR TWENTY-FOUR MONTH SALE OF RECYCLED REFRIGERATORS, OTHER WHITE GOODS, AIR CONDITIONERS, GAS TANKS, AND VARIOUS SCRAP METALS, (BID 96270-091316) (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Catoris P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel* 

9/20/22  
DATE



CITY OF JACKSON, MISSISSIPPI  
PROPOSAL FORM

**PLEASE RETURN THIS SECTION IN ITS ENTIRETY**

**NOTICE TO BIDDERS:**

**FOR DELIVERY OR MAILING INSTRUCTIONS:**

1. Submit one (1) original and two (2) copies of your Bid Package.
2. MAILING ADDRESS: City Clerk's Office of Jackson  
Post Office Box 17  
Jackson, MS 39205
3. DELIVERY ADDRESS: City Clerk's Office of Jackson  
219 South President Street  
Jackson, MS 39201
4. CENTRALBIDDING: www.centralbidding.com
5. Note the following on the outside of your bid envelope:  
Bid No. 96153-071222 to be opened July 12, 2022

In accordance with your Notice of June 23<sup>rd</sup> & 30<sup>th</sup>, 2022, I bid as follows:

Twenty- Four Month Sale of Recycle Refrigerators, Other White Goods,  
Air Conditioners, Gas Tanks and Various Scrap Metals

Term: August 01, 2022 through July 31, 2024

COMPANY NAME <u>Smoking Joe's Clean up Service</u>			
ITEM	QTY.	DESCRIPTION	UNIT PRICE PURCHASE PER TON
1.	1	Sale of recycle - refrigerators, other white goods, air conditioners and gas tanks - estimated sale is 3,000 to 4,000 tons for the term	\$ <u>120.00</u>
2.	1	Sale of various scrap metals - estimated sale is 3,000 to 4,000 tons for the term	\$ <u>120.00</u>

The above shall comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

Do not submit prices for more than one product, or the same product per item. Alternate bids are not acceptable, unless submitted in a separate sealed envelope.

This bid must be valid for 60 days after bid opening. If this bid is good for longer than 60 days, then state how long this bid is good for \_\_\_\_\_.

The above will be delivered F.O.B., prepaid and allowed, Jackson, Mississippi, within 7 days after receipt of your purchase order.



**City of Jackson  
Department of Public Works**

**To: Mayor Chokwe Lumumba**

**From: Marlin King**

**Council Agenda Item Briefing Memo**

**Agenda Item:** ORDER ACCEPTING THE TERM BID OF SMOKING JOE'S CLEAN-UP SERVICE. FOR TWENTY-FOUR-MONTH SALE OF RECYCLED REFRIGERATORS, OTHER WHITE GOODS, AIR CONDITIONERS, GAS TANKS AND VARIOUS SCRAP METALS (BID 96153-071222) (ALL WARDS)

**Item #:**

**Council Meeting:** Regular Council Meeting, August 16, 2022

**Consultant/Contractor:** N/A

**EBO:** N/A

**Purpose:** To provide recycling collection of white goods and other scrap metals for resale.

**Cost:** N/A

**Project/Contract Type:** N/A

**Funding Source:** N/A

**Schedule/Time:** August 1, 2022

**DPW Manager:** Lakesha Weathers

**Background:** With respect to the application and acceptance of the recycled refrigerators, other white goods, air conditioners, gas tanks and various scrap metals, attached for your consideration is an agenda item authorizing the execution of any and all documents necessary to grant the twenty-four-month term bid of Smoking Joe's Clean-up Service at no cost to the City of Jackson.

With respect to the recycling programs in the Solid Waste Division, refrigerators, other white goods, air conditioners, gas tanks and various scrap metals, are collected at the resident's curbside before disposal at the City of Jackson Rubbish Facility in Byram, MS. Residents call the Solid Waste Division to schedule a collection free of charge.

**Estimated Fees:** N/A

**EBO Compliance Details:** N/A



**City of Jackson  
Department of Public Works**


**Talking Points:**

- Smoking Joe's Clean-up Service, pays the City of Jackson the percentage of the resale of the white goods and various other scrap metals.
- Curbside collection is free to all residents in the tri-county area.



## Memorandum

**To:** Mayor Chokwe Lumumba  
City of Jackson

**From:** Marlin King, Director of Public Works 

**Date:** July 27, 2022

**Re:** **TERM BID- Tabulation of Bid on twenty-four-month sale of recycle refrigerators, other white goods, air conditioners, gas tanks, and various scrap metals. Bid No. 96153-071222, opened July 12, 2022**

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This memo provides justification to proceed with a twenty-four-month term bid for white goods recycling. I would like to recommend the bid of Smoking Joes Clean-up Service, 117 Barbara Ave., Jackson, MS 39225 for the twenty-four-month sale of recyclables, such as refrigerators, other white goods, air conditioners, gas tanks, and various scrap metals. The price bid submitted by Smoking Joes Clean-up Services, Inc. was submitted for item (1), resale of recyclables, such as refrigerators, other white goods, air conditioners, gas tanks, Smoking Joe's, submitted a bid for \$120.00 per ton, and \$120.00 per ton for item two (2), resale of various scrap metals.

Bids were opened on July 12, 2022 for the twenty-four-month sale of recyclables. One (1) bid was received, Smoking Joes Clean-up Service. The bid is for one (1) Sale of Recycle- refrigerators, other white goods, air conditioners, gas tanks- 3,000 to 4,000 tons for the term of 24 months; and item two (2) Sale of various scrap metals estimated sale is 3,000 to 4,000 tons for the term of 24 months.

It is recommended to accept the bid of Smoking Joes Clean-up Service, based on the estimated sale of metal at \$120.00 per ton for item (1), and \$120.00 per ton for item (2). The services that Smoking Joes Clean-up Service will provide the City of Jackson complies with the sanitation requirements and will be detailed and organized.

If you have any questions, please let me know.

**ORDER AUTHORIZING A THREE-MONTH AGREEMENT WITH BOSS USA, INC. FOR ORACLE UTILITIES APPLICATION MAINTENANCE IN SUPPORT OF THE WATER-SEWER BUSINESS ADMINISTRATION DIVISION UTILITY BILLING SOFTWARE (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY  
8-26-2022  
182J

**WHEREAS**, the Water-Sewer Business Administration Division of the Department of Public Works is responsible for operating and maintaining the Oracle C2M Utility Billing software system; and

**WHEREAS**, BOSS USA, Inc. previously provided extensive subcontract work on the City's recently completed upgrade of the City's utility billing system to Oracle C2M, which began during the last quarter of calendar year 2020 and also worked as a subcontractor on the lift and shift project that moved the CC&B Utility Billing System from the City's failing on-site servers to a stable cloud environment; and

**WHEREAS**, the City will continue to need extensive assistance in the operations and maintenance of the C2M utility billing system during the reorganization of the Water-Sewer Business Administration Division; and

**WHEREAS**, due to the completion of the upgrade of the City's utility billing system and the conversion of the AMI system to the new system, there is a three-month gap period between the completion of the project and the beginning of the new fiscal year; and

**WHEREAS**, BOSS USA, Inc. has proposed a gap support agreement for this three-month period, in which it will provide maintenance for C2M and related applications at a cost of \$198,000 for the period of July through September 2022, which will be billed in arrears at the rate of \$66,000.00 each month.

**IT IS THEREFORE, ORDERED** that a three-month Gap Support Agreement with BOSS USA, Inc. beginning July 1, 2022 through September 30, 2022, to provide maintenance support for the City's C2M Utility Billing system and related applications in an amount not to exceed \$198,000.00, billed in arrears at the rate of \$66,000.00 each month, is authorized.

Agenda Item No: 28  
Agenda Date August 30, 2022  
(King, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**August 25, 2022**  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING A THREE-MONTH AGREEMENT WITH BOSS USA, INC. FOR ORACLE UTILITIES APPLICATION MAINTENANCE IN SUPPORT OF THE WATER-SEWER BUSINESS ADMINISTRATION DIVISION UTILITY BILLING SOFTWARE (ALL WARDS)</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5., 6., and 7.
3.	<b>Who will be affected</b>	City of Jackson Utility Customers
4.	<b>Benefits</b>	Will allow for the continued success of the upgrade of the City of Jackson Utility Billing System
5.	<b>Schedule (beginning date)</b>	After City Council approval.
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Public Works, Water-Sewer Business Administration Division
8.	<b>COST</b>	\$198,000.00
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	
10.	<b>EBO participation</b>	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  
WATER-SEWER BUSINESS ADMINISTRATION DIVISION

MEMORANDUM

**To:** Mayor Chokwe Antar Lumumba

**From:** Marlin King  
Director

**Date:** August 25, 2022

**Subject:** Agenda Item for City Council Meeting

Attached you will find an agenda for the August 30, 2022 City Council meeting. This is an item to provide maintenance gap support for the final quarter of the fiscal year 2022. The billing system upgrade is completed, but there is a three-month period before the beginning of Fiscal Year 2023 for which maintenance support is needed. The cost of the maintenance support, to be provided by the vendor who was the subcontractor on the upgrade of the billing system who perform these services, BOSS USA, is \$198,000.00.

The Department recommends approval of this item. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1709  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY


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This **ORDER AUTHORIZING A THREE-MONTH AGREEMENT WITH BOSS USA, INC. FOR ORACLE UTILITIES APPLICATION MAINTENANCE IN SUPPORT OF THE WATER-SEWER BUSINESS ADMINISTRATION DIVISION UTILITY BILLING SOFTWARE (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



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Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel* 

8/26/22  
DATE





**City of Jackson, MS**  
**Water Sewer Business Administration (WSBA)**  
**Managed Services Proposal**

**RFQ Response:**  
**Oracle Utilities Application**  
**Operations & Maintenance -**  
**Gap Support (JUL-SEP 2022)**

BOSS USA, Inc.  
5755 North Point Parkway; Ste. 226  
Alpharetta, GA. 30022

**AUTHOR**  
Damon G. Brown, Managing Partner  
[Damon.Brown@BOSSusa.com](mailto:Damon.Brown@BOSSusa.com)  
303.717.47 29 (mobile)

**SUBMISSION DATE**  
July 29, 2022

1.0 Cover Letter

**Offeror** BOSS USA, Inc. (dba BOSS)  
5755 North Point Parkway; Ste. 226  
Alpharetta, GA. 30022

**Submission Date** July 29, 2022

**To:**  
City of Jackson, MS  
Water Sewer Business Administration  
ATTN: Chris Cockrell, Deputy Director

Re: RFQ Title - COJ WSBA Operations Maintenance Quote

In compliance with the RFQ, BOSS hereby proposes and agrees to provide managed services for maintenance and support of the City of Jackson, MS (COJ) Water Sewer Business Administration's (WSBA) *Oracle Customer to Meter (C2M)* ecosystem in strict accordance with this RFQ, and for the prices set forth in this Proposal. BOSS, as the incumbent C2M systems implementer and managed service provider agrees that if awarded the services detailed herein, can commence performance within two (2) business days after award and will complete the work on or before the date(s) presented in this Proposal. BOSS certifies it is presently complying with fair labor standards and other legal requirements in the pursuit of its business and if awarded subject RFQ, will continue to do so in its performance at all applicable times.

BOSS is the best candidate for this engagement due to our longstanding commitment of providing affordable and specialized Oracle Utilities services to the City of Jackson since 2019. Our roots come from building Oracle talent, so we made it our mission to build our family tree with BOSS W-2 resources. Procuring talent directly from BOSS assures that the teammates have worked together with unity and respect towards the common goal.

*One Team. One Mission. Customer Success.*

**Authorized Officers:**

Satish Kethineni,  
President & CEO – BOSS USA, Inc.  
5755 North Point Parkway Ste. 226  
Alpharetta, GA. 30022 USA  
Satish.Kethineni@BOSSusa.com  
678-296-5678 (mobile)

Damon G. Brown,  
Managing Partner – BOSS USA, Inc.  
5755 North Point Parkway Ste. 226  
Alpharetta, GA. 30022 USA  
Damon.Brown@BOSSusa.com  
303-717-4729 (mobile)



**Signature:** \_\_\_\_\_

**Officer's Name:** Satish Kethineni **Title:** President & CEO

**Date:** 07/29/2022

## 2.0 Corporate Background and Experience

### 2.1 – BOSS Background

BOSS USA (*Offeror, BOSS*) is a minority owned Oracle Specialized Gold Partner designated as a System Implementer (SI) and Managed Services Provider (MSP) for Oracle Utilities Applications since 2016. We built our business atop world-class talent made of 100% BOSS resources with no subcontracting of third-party talent. BOSS professional and managed services are contracted and subcontracted by investor-owned, publicly owned, co-operative, and local government utilities. Three of the Top-Five Global Consulting Firms trust BOSS resources to deploy Oracle Utilities solutions for their customers.



Satish Kethineni (CEO & President) and Damon Brown (Managing Partner) have worked together for over twenty (20) years. Their relationship began as Senior Consultants working for Oracle Consulting Services in the Utilities vertical. Satish, seeing a talent gap in the marketplace founded BOSS Technologies, an Oracle services firm, in 2006. The company's success was built by providing talent to underserved Oracle Application owners for upgrades, enhancements, operations, and maintenance.

Damon re-joined Satish in 2014 to launch the professional services catalog that spun-off into what is now BOSS USA. After two years supporting Oracle Revenue Management and Billing customers within the Financial Services sector, the partners decided to focus their energy on the underserved Utilities sector. BOSS USA officially incorporated in 2016 with a new mission to mature our Oracle Utilities talent and solutions. We deliver full life cycle services that include management, planning, architecture, designing, building, migrating, converting, deploying, and sustaining Oracle Utilities applications. *We solely implement and support Oracle Utilities applications.*

The executive leadership at BOSS is fully committed to customer delight. In the past three (3) years we have hit 100% percent of our projected target dates. We understand that time is money and that customers cannot put their business on hold. Our PMO built a methodology that decreases the dependency on customer resources, allowing the business to focus on operations. While we believe in creating project velocity, success is measured through change management and adoption.

We created several *Tiger Teams* built with *functional* and *technical* subject matter experts aligned by the appropriate Oracle Utilities product deployed. These teams are then assigned to the various lines of business operated by the customer with the goal of capturing business drivers and application objectives. Taking this holistic approach to the Discovery and Design stages accelerates the delivery of services and aligns objectives, keys, and results.

Our expertise operating and sustaining the *City's* water utilities applications uniquely positions BOSS to operate and maintain the WSBA applications. We appreciate the opportunity to provide this

proposal to COJ-WSBA. Leveraging us as the contractor for operating and maintaining the C2M ecosystem that will provide a turnkey solution that stops revenue leakage.

## 2.2 - Executive Summary

We have thoroughly reviewed the Operations and Maintenance RFQ. BOSS submitted a full turnkey solution on 07/08/2022 as a response to the RFQ. Upon feedback from the City BOSS has scaled back the proposal to provide a blend of services for July, August, and September of 2022. These services do not include Tier-2 Application Operations support to cleanse the data through backlog processing of Activities and Todos.

BOSS has built this proposal explicitly for the needs of COJ-WSBA, taking careful consideration of the impact to the various Business Offices that are undergoing a reorganization. The C2M ecosystem Operations and Maintenance support will be handled in a Program Management aspect where COJ-WSBA brings *Tier-1* and *Tier-2* resources (see *figure 3.3.1*) to work alongside the BOSS *Tier-3 Tiger Team*. Based on our experience supporting WSBA for the past three (3) years we suggest that the Tier-2 resources are additional named BOSS resources beginning post-gap support (October 2022).

## 2.3 – BOSS Experience

**City of Jackson, MS - Water Sewer Business Administration (WSBA)** selected BOSS to manage their Operations, Maintenance, and Support of their CC&B/C2M ecosystem for the past three (3) years. BOSS created a turnkey Operations and Sustainment program that modernized WSBA processes and systems, allowing the business to focus on customer experience and cashiering. Our efforts working on stranded bills has led to a twenty percent (20%) increase in WSBA Revenue Received year-over-year. BOSS recently completed a CCB v2.5 to C2M v2.7 upgrade in 2021, adding MDM to the CIS in less than nine (9) months.

**Veolia – (formerly Suez Water)** has leveraged BOSS for the past five (5) years to maintain their CC&B APIs for a multitude of external Web Services integrated with their CC&B systems that manage sixteen (16) water and wastewater plants, and ninety (90) municipal water customer/billing departments. BOSS continues to operate and support their self-service portals, as well provide architectural guidance on their upgrade roadmap.

**City of El Paso, TX - El Paso Water** has had a BOSS Tiger Team supporting their CC&B to C2M modernization for a new AMI deployment over the past two (2) years. Our team led the Meter Data Management uplift from a CIS-only CC&B deployment from business analysis, design, development, and testing to deployment. This team recently went live with C2M and is transitioning into managed services for Operations and Maintenance shortly.

**Southern Company – Gas South (formerly Nicor Gas)** selected BOSS to perform Cobol to Java/Groovy conversions for their massive v2.4 to v2.7 upgrade. Our development team lead the effort for all internal and external interfaces to CC&B. We have operated and maintained their systems for over six (6) years.

Arizona Public Services (APS) leveraged BOSS to manage their Quality Assurance (QA) and Utilities Testing Accelerator (UTA) for automating system, regression, and functional Test Flows for their Oracle Utilities CC&B and MDM systems. We managed their release cycle and all business readiness and change management tasks as they went through various business process re-designs over the past four (4) years.

## 3.0 Support Approach

### 3.1 – Support Management

The BOSS USA Project Management Office (PMO) is led by Adi Chaluvadi. Adi is a certified Project Management Professional (PMP) who has over fifteen (15) years' experience managing projects in the Utilities and Healthcare industries. The BOSS leadership team has spent the past six (6) years developing our methodology, *The BOSS Way*<sup>™</sup>, to transform legacy waterfall implementations into *Agile* efforts creating velocity and agility when modernizing applications.

### 3.2 – Support Method

*The BOSS Way* is our Methodology modified throughout the years to make best use of Industry Standards and Oracle Best Practices. The result is a modified version of the Oracle Unified Method (OUM), which guides our PMO and Support teams through the various phases and stages of delivery. Our experiences have driven the core set of tasks and deliverables that we leverage through an Agile approach to modernizing Oracle Utilities. Our Project Plan and Strategy includes various Testing (SIT, FIT, UAT) and Training strategies to mitigate risk. The Scope of Services defined in this proposal includes a BOSS resource to focus on Operational Readiness.

Our approach splits the methodology into two (2) tracks: functional and technical. Each track has a separate set of objectives, tasks, and deliverables that will be performed by differing resources on the *Tiger Team* but managed in parallel by the PMO. This hybrid approach mitigates risk and accelerates delivery timelines. We have had much success with this approach. Most of the functional challenges with this *Operate and Maintain* effort are related to change management due to the new and improved application. *Offeror* has included Business and Application Leads as part of the *Tiger Team* to handle these functional transformations. While *The BOSS Way* was built for upgrades it focuses on modernization of business and system processes to assure WSBA can stay ahead of the curve. We leverage our method for implementations, upgrades, and maintenance and support efforts. Our approach is holistic to operations and maintenance, leveraging our knowledge to enhance the business and system processes allows all parties to reap the benefits of a well-orchestrated flow from meter-to-cash.

Not all the tasks, goals, and deliverables detailed in the method (*figures 3.2.1-2*) will be leveraged as part of this proposal. See the Scope of Services (*section 4.0*) and RACI (*figures 4.13.1-5*). Most of the functional challenges with the *Operations and Maintenance* effort are related to the *Tier-2* data cleanup and backlog of tasks (ToDos, Field Activities, Stranded Bills, etc) that is not offered with this *Gap Support* Proposal. *Offeror* has built a (3) three-year roadmap to ramp down the BOSS resources

by providing knowledge share, training, and documentation to support the City’s reorganization of the Public Works and WSBA departments. Our expertise supporting Upgrades, Conversions and Development as part of our *Tiger Team* will benefit WSBA throughout this roadmap.

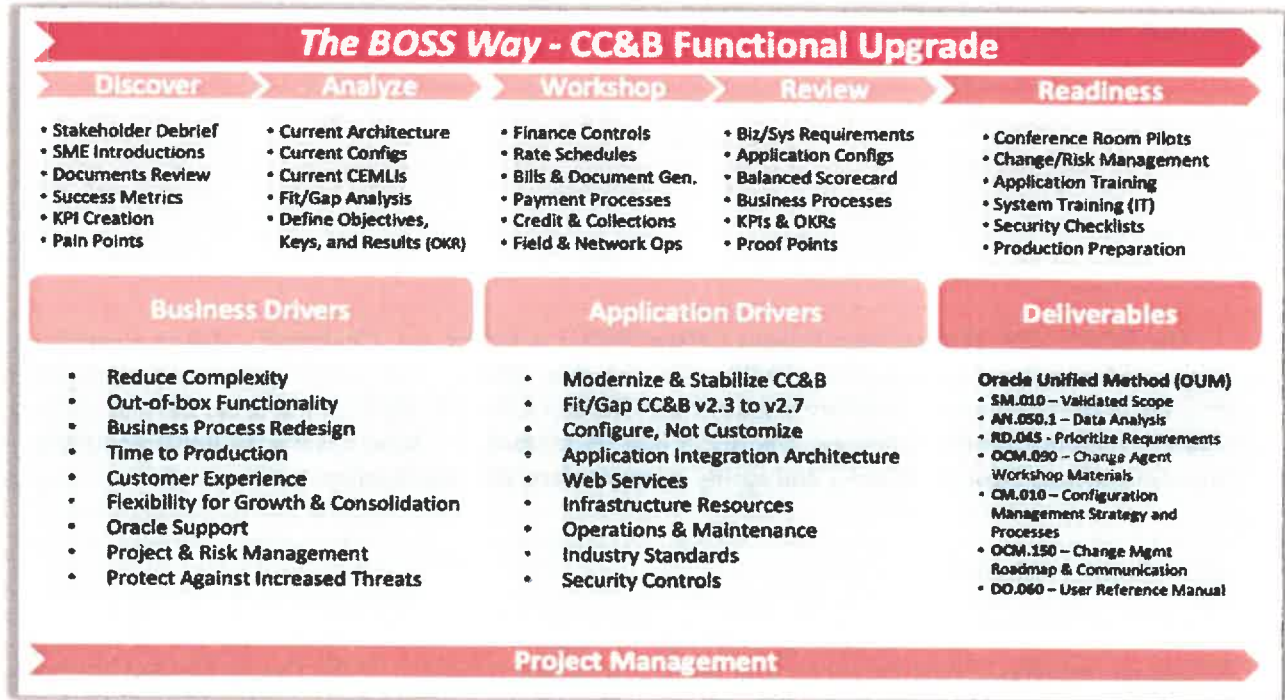


figure 3.2.1 – The BOSS Way™ (functional track)

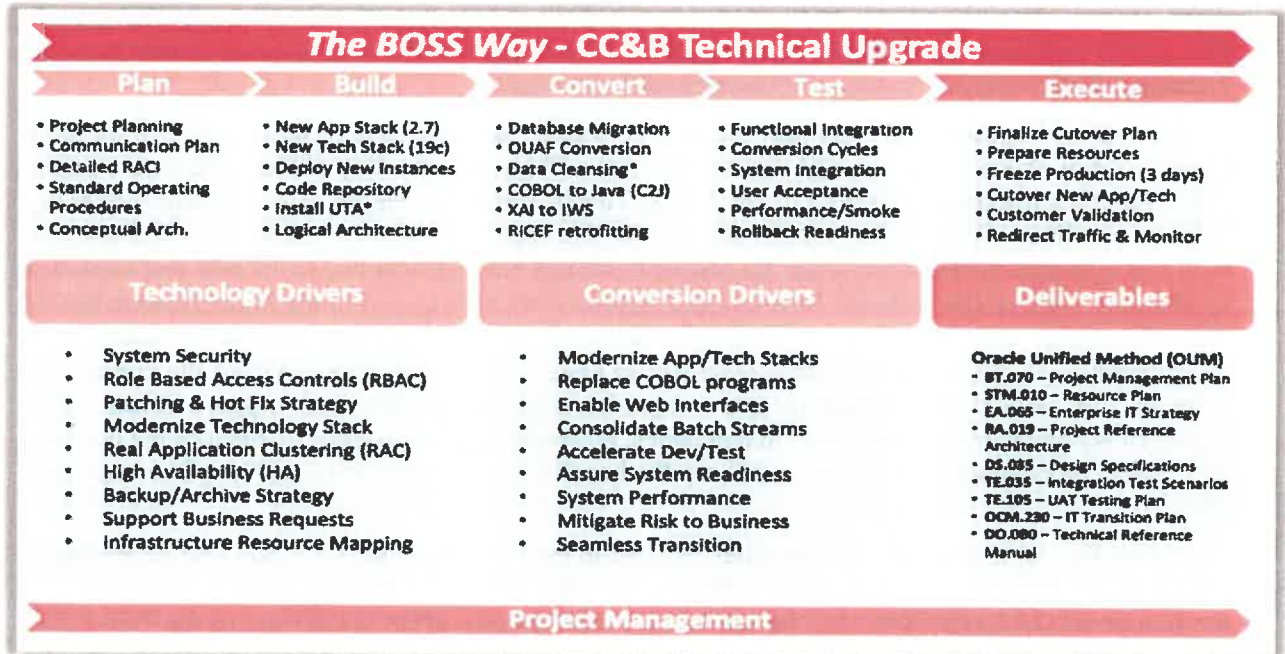


figure 3.2.2 – The BOSS Way™ (technical track)

### 3.3 – Operations & Maintenance Support Tiers

BOSS' Managed Services detailed in this response is defined by two (2) key components: Operations and Maintenance (O&M). The Operations component is the "front office" support needed to assist and backfill WSBA resources with various customer-facing and application related activities has been removed from this *Gap Support* proposal. The Maintenance component is the "back office" support needed to enhance and sustain the application to assure the various business offices has all the features and functions needed to perform their daily, weekly, monthly, and yearly *Customer to Meter to Cash* processes.

#### **Front Office Operations:**

**Tier-1:** These functions are performed by WSBA resources managed through the various business office supervisors. These resources have a particular subject matter of expertise that aligns with providing levels of customer service to support the core operations of WSBA. Most of these roles are customer-facing.

**Tier-2:** These functions are performed by named WSBA resources who have C2M role-based responsibilities within the application. These Analysts, Operators, and Administrators will work the immense backlog (ToDos, FieldActivities, Stranded, etc.) due to the AMI replacement. BOSS recommends this tier of operations is included in our services beginning October 2022, upon expiration of this *Gap Support* proposal.

#### **Back Office Maintenance:**

**Tier-3 Apps:** These functions are performed by the incumbent BOSS *Tiger Team* resources who were part of the CCB to C2M conversion. Their responsibilities will focus on enhancement and sustainment of the application stack throughout design, develop and deploy.

**Tier-3 Tech:** These functions cover technology components that Oracle Utilities Applications are deployed atop within the Oracle Cloud Infrastructure (OCI). *BOSS is not including these resources in our scope of services* and should be obtained by **Third-Party resources**.

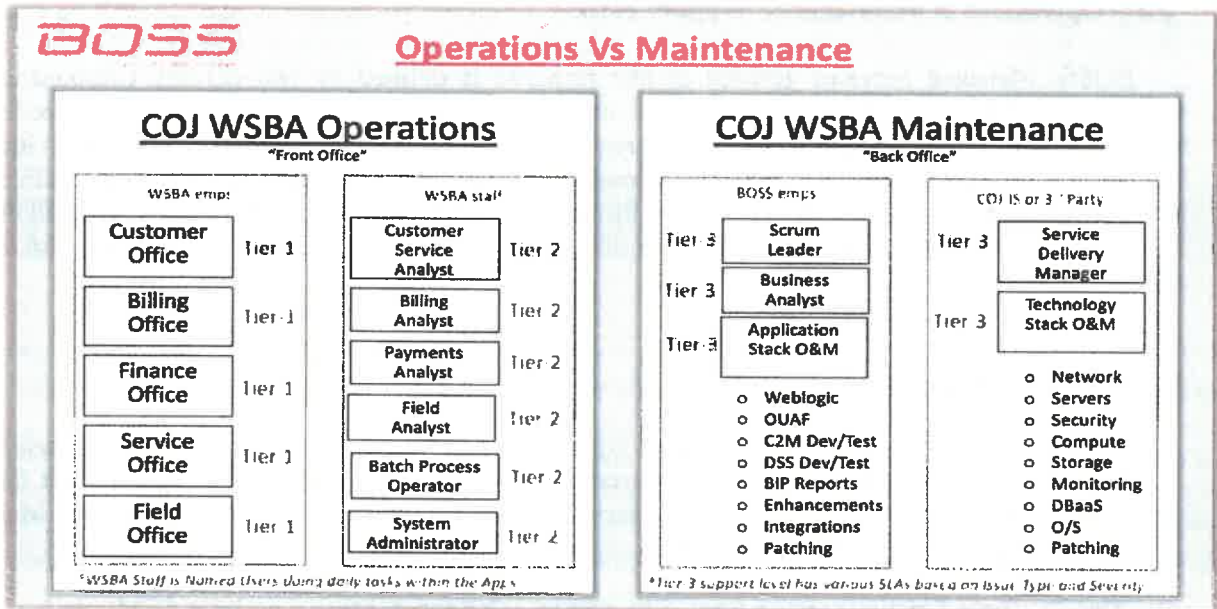


figure 3.3.1 – Operations vs Maintenance Resource Tiers

## 4.0 Support Scope

### 4.1 - Overview of Requested Services

The model leveraged in this proposal delivers a subset of application *Operations and Maintenance* support to the City of Jackson – Water Sewer Business Administration (COJ-WSBA) for their Oracle Utilities Application (C2M, DSS, BIP) ecosystem. Additional WSBA and Public Works resources will be needed to Operate C2M day-to-day to assure the business and system processes are staying healthy. This proposal is a Firm-Fixed-Price (FFP) with Not To Exceed (NTE) hours-based support services across the application tiers described above (*section 3.3*). BOSS' service will provide a Service Delivery Manager as a point of contact to the City to track quality of the service and manage and report on service requests and OnDemand hours.

BOSS will also provide a ticketing service (FreshDesk) to ensure incidents, events and problems are avoided and alerts are addressed expeditiously. As infrastructure alerts, incidents, events, problem management or triage requirements surface, the COJ-IS and their Tier-3 infrastructure vendor (tbd) will evaluate and either address internally or leverage BOSS' OnDemand support to support the analysis.

We have created this scope of services tailored to the needs of WSBA as they transition from the legacy to new Advanced Meter Infrastructure (AMI).



## 4.2 - Application Services

BOSS will provide two (2) Service Types of support for the WSBA Oracle Utilities Application (OUA) within this proposal:

- Type-1: Tier-3 Application Enhancement (i.e., app analysts, designers, developers)
- Type-2: Tier-3 Application Maintenance (i.e., app developers, admins)

### 4.2.1 - Service Type-0: C2M Application Operations

BOSS will not provide resources to operate the application as part of this *Gap Support* proposal. WSBA resources will own all C2M daily tasks addressing backlog, data cleanup, and analysis requests during normal business hours (Central time zone) for the following areas of work:

- a.) **Business Analysis**: capture Tier-1 *front office* requests, issues, and backlogs and perform analysis, requirements gathering, preliminary design, and work with WSBA managers to align objectives and processes within C2M.
- b.) **Customer Operations**: daily support of Tier-1 *front office* resources for customer information system processes within the '*c-side*' of C2M. Customer creation and modification for new and pre-existing service accounts.
- c.) **Billing Operations**: daily support of Tier-1 *front office* resources for billing system processes within the '*c-side*' of C2M. Customer bill analysis and modification (if needed) to assure previous and current bills are being processed.
- d.) **Meter Operations**: daily support of Tier-1 *front office* resources for meter/asset processing within the '*m-side*' of C2M. Customer meter data management for active and inactive Service points within the field that are tied to Service Accounts.
- e.) **Field Operations**: daily support of Tier-1 *field office* resources for Field Activity processing within the '*m-side*' of C2M. Field Activity (work order) analysis, creation, and completion for customer Service Accounts and meter Service Points to align the 'C' to the 'M'.
- f.) **Batch/Interface Operations**: daily C2M Batch processing. The Batch/Interface processes must be manually run and monitored by a resource due to the various manual processing points for certain vendors integrated into C2M. This process is ran outside normal business hours.

### 4.2.2 - Service Type-1: C2M/DSS/BIP Application Enhancement

BOSS will support the City's WSBA OnDemand requests for backlog, data cleanup, and enhancement requests during business hours (Central time zone) for the following areas of work:

- a) **OUA Application Configurations**: provide requirements gathering, analysis, design, development, testing, and deployment for C2M/DSS/BIP application configurations and setups.
- b) **OUA Application Enhancements**: provide requirements gathering, analysis, design, development, testing, and deployment for C2M/DSS/BIP application Customizations, Extensions, Modifications, Localizations, and Interfaces (CEMLI). These enhancements include creation or updates to new and pre-existing integrations.
- c) **OUA Application Workshops/Training**: provide application training to various business offices within WSBA for all OnDemand work covered by this proposal. The training will cover functional and technical subject matters across the Oracle Utilities Applications stacks.
- d) **OUA Reports & Self-Service Application Enhancements**: provide requirements gathering, analysis, design, development, testing, and deployment for Oracle's BI Publisher (BIP) and Digital Self Service (DSS) application Customizations, Extensions, Modifications, Localizations, and Interfaces (CEMLI).

This support does not include support for day-to-day functional application executions (Tier-1) performed by COJ WSBA or IS Directors, Customer Service Representatives, Cashiers, or City IT Administrators.

#### 4.2.3 - **Service Type-2: C2M/DSS/BIP Application Maintenance**

BOSS' *Tiger Team* will support the City's WSBA operations and maintenance support inside and outside of business hours (all time zones) for the following areas of work:

- a) **OUA Service Requests (Severity 1)**: The onshore leads will provide break/fix analysis and solutions for Oracle Utilities Applications (C2M, DSS, BIP) issues within the Production instance. These mission critical issues include, but not limited to warranty support of application configurations, setups, or enhancements.
- b) **OUA Service Requests (Severity 2,3)**: The offshore leads will provide break/fix analysis and solutions for Oracle Utilities Applications (C2M, DSS, BIP) issues within the Production instance. These issues include, but not limited to warranty support of application configurations, setups, or enhancements provided as part of OnDemand work.
- c) **OUA Technology Service Requests (Severity 1,2,3)**: The offshore leads will provide break/fix analysis and solutions for technical issues across the middleware and database schemas supporting the Oracle Utilities Applications (C2M, DSS, BIP) issues within the Production instance. These issues include, but not limited to warranty support of application configurations, setups, or enhancements provided as part of OnDemand work.

- d) **OUA Patching (Patch sets and critical patch updates):** The onshore leads will coordinate improvement and security patch rollouts with the COJ WSBA and IS resources on a quarterly timeframe. These patches will encompass all applications (C2M, DSS, BIP), database (DBEE), middleware (WebLogic), and web servers (OHS). The onshore leads will determine the appropriate patches based on current technology and application dot-releases. BOSS will align the time with City's business offices.

The City has asked for a managed services roadmap that allows Public Works and WSBA to ramp-up internal resources to align with the ongoing reorganization. OnDemand Application Services (Service Types 1 & 2) will be billed as a Firm-Fixed-Price (FFP) cost Not To Exceed (NTE):

Application Enhancement (Service Type-1)

- 500 hours/month (August, September, October)

Application Maintenance (Service Type-2)

- 50 hours/month (August, September, October)

#### 4.3 - Infrastructure Services

**BOSS is not offering OCI services as part of our scope for this proposal.** We will work alongside COJ-IS and/or any OCI certified vendor to support the *back-office* technology 'stack' defined above (*figure 3.3.1*) and below (*figure 4.13.3*). Our preference is to work with the incumbent technology support provider to have a seamless transition.

BOSS will address Application tier alerts through the application Operations and Maintenance support services. For infrastructure (OS, DB, WLS, etc.) alerts, BOSS will notify the COJ-IS and vendor resources to triage and resolve the Tier-3 technology stack issues.

#### 4.4 - Managed Services Project Team

The BOSS Managed Services team is comprised of individuals with expertise across a wide variety of disciplines, such as ITIL, PMP, Oracle applications and more. Your services include access to these individuals at the appropriate time, and as such, access to your environments is critical. COJ-WSBA will have a primary point of contact that is involved in all aspects of our relationship. The dedicated points of contact for your team are listed below:

- Service Delivery Manager (primary point of contact)
  - Clients Primary contact throughout the contract.
  - Coordinates all the maintenance activities and is responsible for sending periodic reports
  - Ensures routine data maintenance and monitoring activities are performed thoroughly and all emergency requests are handled efficiently
  - Handles all escalations and Weekly Meetings

- Executive Sponsor
  - Escalation support
  - Strategic Planning
- Manager of Technical Delivery
  - Manages technical/functional consulting resources
- Oracle Utilities Application Team:
  - Functional Consultants
  - Technical Consultants

#### 4.5 - Program Reviews

BOSS' team and Service Delivery Manager will establish a daily and weekly communication plan with the COJ-WSBA team for on-going operational communication and support. In addition to the operational communication plan, below is a high-level overview of the cadence required by the key stakeholders from both BOSS and the City.

##### *Weekly Stand-Up*

- Attendees: WSBA, COJ-IS, OCI vendor, and BOSS Stakeholders
- When: Mutually agreed date following contract execution
- Where: MS Teams Call
- Meeting Focus:
  - Discuss Weekly Issues & Priorities
  - Establish a plan for weekly Sprints
  - Review resource availability
  - Schedule tasks, outages, releases

##### *Monthly Management Reviews*

- Attendees: City Steering Committee and BOSS Stakeholders
- When: Approx. every 30 days after Proposal Acceptance
- Where: MS Teams Call
- Meeting Focus:
  - Review the environment, overall system stability, service level attainment, and discuss and plan for strategic client initiatives.

#### 4.6 - Resource Security

BOSS' Managed Services are delivered by consultants based within the United States and when approved offshore. Our employees complete United States background checks and drug screening prior to employment. BOSS is dedicated to the security of our clients' data and any collateral maintained within their systems and environments. The following represents a few of the guidelines we have set within our Managed Support Services Program:

- Individual VPN accounts are assigned to each team member.

- When team members leave BOSS or are reassigned, VPN access is denied.
- Notice will be provided to Client when team members are added or remove.
- We recommend Secure VPN access be maintained by the Client administration group.
- Mandated use of the request manager for logging of activities performed within the various instances.
- Confidential Document Control: All copies of client's confidential documents are regularly accounted for and deleted when usage needs have expired.

#### 4.7 - Service Desk

BOSS will provide access to our FreshDesk service portal (i.e. Service Desk), a robust, client-specific ticketing and incident tracking system. The service desk provides a central trouble ticketing system for incident reporting (alongside 24 x 7 phone support), a centralized client architecture and infrastructure repository and a BOSS activity journal for live views into any client activity.

Access to the Service Desk will be provided to up to three (3) key individuals at the client (more can be allowed if needed). The Service Desk allows seamless tracking of client incidents and is customized to display client environment information in dropdown boxes (information is collected during the initial deployment phase). The Service Desk Portal will issue alert emails to both the client and BOSS' contacts assigned to the engagement. Additionally, this Service Desk is used as a repository of information collected over time about the Client database environment.

This information may be later used in subsequent time-study reporting to improve system performance and as a repository for frequently asked questions specific to Client systems. All system information and documentation collected during the implementation phase of the project will be made available to the Client team in the Service Desk. Service Desk specifics and training for the COJ-WSBA team will be discussed as part of the project kick-off.

#### 4.8 - Knowledge Base

A knowledge base is a repository for "how-to" and troubleshooting information. Knowledge Bases are commonly used by IS Support teams to store and access critical documentation to increase efficiency and collaboration and optimize troubleshooting and service restoration. BOSS will create a dynamic knowledge base of important client environment, background, and process information. BOSS leverages Microsoft Teams for our Knowledge Base but will leverage whatever communication platform approved and used by COJ-WSBA.

BOSS' Knowledge Base will drive the following:

- a. Immediate access to a documented solution, and relevant search results.
- b. Ability to create new articles quickly.
- c. Automated organization of content.
- d. Communication around key document updates, additions, and deletions.

#### 4.9 - Parameters

BOSS will perform the services in this proposal under the parameters as stated. These include client responsibilities, and the client acknowledges that duration and cost to the client under this proposal may be affected if any project parameters or client responsibilities are changed or not fully met.

- Client will provide BOSS proper remote access such as VPN, SSH, RDP, etc. if applicable
  - This extends to all members of the BOSS Managed Services technical team, including any that may join in the future.
  - Client will provide access credentials and/or individual clearances within two (2) weeks of any request by BOSS at any time during the term of the services
  - Client will be responsible for the cost of obtaining any necessary background checks or clearances for BOSS personnel
- Client will provide BOSS access to the business, client, and technical information and facilities necessary to execute the solution.
  - Client is responsible for coordinating with other organizations and/or contractors to obtain the necessary information.
  - Client will ensure that appropriate personnel are available to meet with BOSS, as necessary.
- BOSS will be allowed to install and have full access to the system tools necessary for fulfillment of the services.
  - BOSS will be provided the IS resources necessary to install, configure, and run Oracle Enterprise Manager with all necessary agents.
  - BOSS personnel will be granted full administrative access to the monitoring tools used by the client and/or installed by BOSS.
  - BOSS will be allowed to send alerts and statistical information originating from the monitoring tools in the client domain to the BOSS portal and management services
  - If other personnel (either client or other contractor) have access to the monitoring tools, there will be separate access granted to BOSS and an auditable process in place to track access and environment changes.
- BOSS personnel will follow all applicable customer change management policies and procedures.
  - Planned maintenance activities that are not priority 1 issues dealing with a major outage or significant security issue will be scheduled with no less than two (2) business days notification

- During this effort, BOSS will not be responsible for negotiations with hardware, software, or other vendors, or any other contractual relationship between the Client and third parties. BOSS, at the request of Client, will provide input to the client regarding optimal product or vendor selection.
- BOSS team members will engage in a knowledge transfer exercise as part of this effort relative to BOSS services, product functionality, similar installations, and techniques.
- Client is responsible for initiating all third-party vendor communications for inbound and outbound file interfaces and processes.
- The BOSS Services represented in this proposal include an analysis of the current and near-term needs for the City's v2.7 Customer to Meter (C2M) systems. This contract will need to be appended if the systems are upgraded to a new dot-release (i.e. v2.7, v2.9), and or Customer Cloud Service (CSS).
- Renewal of Services
  - Client can renew the services described within this proposal at the completion of the contract.
  - If Client chooses to not renew the services, BOSS' obligation to perform the services will cease on the last day of the current term.
  - If Client chooses a quarterly Operations and Maintenance contract, BOSS may increase the year over year services contract up to 10% to account for changes in talent/market resources.
- Expansion of services or change of scope will result in a modification to the agreement.

**4.10 - Severity Level Definitions**

Severity Level	Description
<p><b>Level-1</b></p> <p>Critical Business Impact</p>	<p>Customer major application or mission critical system is stopped or so severely impacted that they cannot reasonably continue work. Customer resources must be made available in Severity Level 1 situation and reasonably cooperate with BOSS to resolve the issue.</p> <p>Severity Level 1 problems could have the following characteristics:</p> <ul style="list-style-type: none"> <li>• System hangs or crash situations</li> <li>• Data loss or data corruption</li> <li>• Critical functionality not available</li> </ul>

Severity Level	Description
<p><b>Level-2</b></p> <p>Significant Business Impact</p>	<p>Customer implementation or production use of Oracle products in a primary business service, major applications or mission critical systems are functioning with limited capabilities or are unstable with periodic interruptions. The software may be operating but is severely restricted.</p> <p>Severity Level 2 problems could have the following characteristics:</p> <ul style="list-style-type: none"> <li>• Application error or failure forcing a restart or recovery</li> <li>• Severely degraded performance</li> <li>• Functionality unavailable but the system can operate in a restricted fashion</li> </ul>
<p><b>Level-3</b></p> <p>Minimal Business Impact</p>	<p>Minor product features unavailable but a workaround exists, and most of software functions are still useable. Customer work has minor loss of operational functionality.</p> <p>Severity Level 3 problems could have the following characteristics:</p> <ul style="list-style-type: none"> <li>• Error message with workaround</li> <li>• Minimal performance degradation</li> <li>• Incorrect product behavior with minor impact</li> <li>• Oracle functionality or configuration issue during implementation</li> <li>• Issues in Development /Test environment</li> </ul>
<p><b>Level-4</b></p> <p>Nominal Business Impact</p>	<p>Minor problem or question that does not affect the software function such as documentation, general questions, or enhancement requests. There is no impact to product usage or customer's operations.</p> <p>Severity Level 4 problems could have the following characteristics:</p> <ul style="list-style-type: none"> <li>• General requests for advice on usage</li> <li>• Clarification on product documentation or release notes</li> <li>• Product enhancement request</li> </ul>



#### 4.11 – Change Control

BOSS has made every attempt to accurately estimate effort required to successfully deliver the services described within. Client acknowledges and agrees that Client induced Changes are out of BOSS' control, and the length of the effort and associated price could be impacted, thus, necessitating a change.

Examples of valid Changes consist of, but are not limited to, the following:

- Client does not grant timely access to all BOSS personnel required to deliver service.
- Client does not grant access to accurate documentation on environments or personnel to do knowledge transfer on environments
- Malfunctioning hardware or software.
- Delays or problems with telecommunication equipment managed or installed by third parties.
  - Network, Cabling, servers, routers, hubs, and switches.
- Conflicts or incompatibilities associated with the installation of hardware or software not installed by BOSS.
- Client increases the scope of services requiring additional labor, hardware, software, materials, travel, lodging, meals, or other direct costs.

If any changes cause an increase or decrease in the cost or risk of service delivery, BOSS will make an equitable adjustment to the price of services, type of services, or Service Level Agreements and Client's order shall be modified in writing accordingly. Any claim for adjustment under this section shall be deemed waived unless asserted in writing within thirty (30) days from the date of receipt by BOSS of the change order, provided, however, that Client, if it decides that the facts justify such action, may receive and act upon such claim submitted at any time prior to final payment under Client's order. Any such claim must set forth the amount of any increase or decrease in the cost of performance resulting from the change in the format and detail reasonably specified by Client. Failure to agree upon an equitable adjustment shall relieve BOSS from proceeding in performance of Client's order as changed. Each Change Order shall be governed by the terms of the original proposal and shall reference the effective date of the proposal.

Client's engineering and technical personnel may from time to time render assistance, give technical advice, or exchange information with BOSS' personnel in relation to Client's service. Such assistance, advice, and/or exchange of information shall not be construed as Client's consent or authority to effect any changes to Client's order or the goods and/or services provided thereunder. Under no circumstances shall any resulting change in goods and/or services or provisions of Client's order be binding upon Client unless incorporated as a change in accordance with the paragraphs above.

#### 4.12 - Documentation

*Offeror* will leverage the *Oracle Unified Method (OUM)* as the preferred methodology for documentation. If *COJ-WSBA* prefers the *Offeror* to leverage their own methodology, the *Tiger Team* will identify the appropriate documents from the *Oracle Unified Methodology (OUM)*. The *BOSS Way*™ methodology was built from previous successful professional and managed service

engagements and combines OUM and Agile Scrum management to provide Secure, Stable, and Speedy deployments of Oracle Utilities Applications. The following are sample artifacts that *may* be delivered as part of this proposal.

**Oracle Unified Method (OUM) - Functional Artifacts**

- **SM.010 – Validated Scope**
- **AN.050.1 – Data Analysis**
- **RD.045 - Prioritize Requirements**
- **OCM.090 – Change Agent Workshop Materials**
- **CM.010 – Configuration Management Strategy and Processes**
- **OCM.150 – Change Mgmt Roadmap & Communication**
- **DO.060 – User Reference Manual**

**Oracle Unified Method (OUM) - Technical Artifacts**

- **BT.070 – Project Management Plan**
- **STM.010 – Resource Plan**
- **EA.065 – Enterprise IT Strategy**
- **RA.019 – Project Reference Architecture**
- **DS.035 – Design Specifications**
- **TE.035 – Integration Test Scenarios**
- **TE.105 – UAT Testing Plan**
- **OCM.230 – IT Transition Plan**
- **DO.080 – Technical Reference Manual**

#### **4.13 – Responsibility Matrix**

The following matrices define the responsibility between BOSS and COJ-WSBA resources for this proposal. They are broken down into five (5) critical areas: Production Operations, Application Operations, Infrastructure Operations, Application Development, and Business Operations.

BOSS		Customer to Meter (C2M) - Managed Services Responsibility Matrix		
ID	Ops Hours	Description	BOSS	COJ
<b>Oracle C2M - Production Operations (Tier-3)</b>				
100	24x7	Pro-active monitoring of application alerts (application failures, batch processing failures)	X	
101	24x7	Management of C2M Batch Jobs	X	
102	24x7	Submit Incident in Ticketing System (FreshDesk)		X
103	24x7	On-Call Production Support Lead (Phone, FreshDesk triggered eMail)	X	
104	24x7	Perform C2M Incident triage and analysis for Service Request submission	X	
105	24x7	Primary Point of Contact - Service Delivery Manager (SDM)	X	
106	24x7	Manage Service Requests within My Oracle Support (MOS)	X	
107	24x7	Provide Batch Logs to MOS	X	
108	24x7	Escalate issues and needs to Oracle Customer Success Managers (CSM)	X	
109	24x7	Disaster Recovery (DR) Application Failover/Recovery	X*	
110	24x7	Resolve Functional Batch Issues and Stream/Job Restart	X	
111	24x7	Monthly Service Reporting (Performance Metrics & SLAs)	X	
112	24x7	Triage, Analyze and Resolve Issues with Configurations and Extensions	X	
113	24x7	Triage, Analyze and Resolve Issues with Internal/External C2M Interfaces & Integrations	X	
114	24x7	Oracle Utilities Application Framework (OUAF) Health & Performance	X	
115	24x7	Network, Edge, and Web Application Network Security & Availability		X
116	24x7	Deployment of Production Hot Fixes, Patches, and Updates (minor/major)	X	
117	10x5	Analyze and Determine C2M Maintenance Schedule	X	
118	24x7	Monitor & Assist with Backup/Restore Activities (Boot/Block/Object Storage, VMs, DB, WLS)	X	
119	24x7	Performance and Capacity Monitoring of C2M Infrastructure, Operating Systems and Databases	X	
120	24x7	Application and Database Backup, Restoration, and Archive	X	
121	24x7	Data Replication for Disaster Recovery (DR)		X
122	24x7	Disaster Recovery (DR) Database Failover	X	X
123	24x7	QA Refresh from Production	X	
124	24x7	Validate Issue Resolution within TEST and PROD		X

**Legend:** Hours = 24x7 (On-Call, unless Scheduled), 12x5, 12x7, and 10x5 (CT time zone)

figure 4.13.1 – Production Operations (Responsibility)

The following Applications Operations Matrix (figure 4.13.2) has been updated to remove BOSS from the Tier-2 C2M named user application support. All lines highlighted have had responsibilities shifted from BOSS to COJ due to the feedback from the full turnkey proposal submitted on 07/08/2022.

BOSS		Customer to Meter (C2M) - Managed Services Responsibility Matrix		
ID	Ops Hours	Description	BOSS	COJ
<b>Oracle C2M - Application Operations (Tier-2)</b>				
200	10x5	Identify & Fix application errors		X
201	10x5	Fix unexpected application behavior		X
202	10x5	Open/manage SR's with Oracle for defects, triage issues with Oracle		X
203	10x5	Triage events with vendors for integrated systems		X
204	10x5	Application validation and testing to support Maintenance and Hot Fixes		X
205	10x5	Regression testing of minor releases (3x/Year)		X
206	10x5	Regression testing of major releases (1x)		X
207	10x5	User Identity Access Management and Role Based Access Controls (SSO)		X
208	24x7	End-User Application Support (Help Desk)	X	X
209	10x5	Analyze and Determine Non-Production Refresh & Upgrade Schedules	X	
210	10x5	Refresh Non-Production Databases from Production	X	
211	10x5	Deployment of OUAF Hot Fixes, Patches, and Updates (minor/major)	X	
212	10x5	Deployment of Non-Production Hot Fixes, Patches, and Updates (minor/major)	X	
213	10x5	Regression Testing: Non-Production testing of Hot Fixes, Patches, and Updates (minor/major)		X
214	10x5	Create New Testing Scripts (flows) for Hot Fixes, Patches, and Updates		X
215	10x5	Validate Testing Scripts		X
216	10x5	Perform System Integration Testing (SIT)		X
217	10x5	Perform User Acceptance Testing (UAT)		X
218	10x5	Troubleshooting Performance Tuning for C2M Resources (Setup, Configs, Batches, Data)		X
219	10x5	Information Lifecycle Management (ILM)		X
220	10x5	Running and Managing C2M Report Repository (Custom, BI Publisher, etc)		X
221	10x5	Named C2M Users: ToDo Queue Operations (managing, completing, and monitoring) for New and Backlog of tasks		X
222	10x5	Named C2M Users: Field Activities Queue Operations (managing, completing, and monitoring) for New and Backlog tasks		X
223	10x5	Named C2M Users: Custom Zones (C2M Portals) Operations (managing, completing, and monitoring) for New and Backlog tasks		X
224	10x5	Named C2M Users: OSS 'Contact Us' Campaign Activities (managing, completing, and monitoring) for New and Backlog tasks		X
225	10x5	Named C2M Users: Custom Zones (C2M Portals) Operations (managing, completing, and monitoring) for New and Backlog tasks		X
226	10x5	Named C2M Users: OSS 'Contact Us' Campaign Activities (managing, completing, and monitoring) for New and Backlog tasks		X
227	10x5	Named C2M Users: Rates Engine (Service Type Calculations, Validations, Edits, and Estimates)		X
228	24x7	Daily run and monitoring of C2M Batch Processes		X

**Legend:** Hours = 24x7 (On-Call, unless Scheduled), 12x5, 12x7, and 10x5 (CT time zone)

Removed from Proposal for Gap Support Blend

figure 4.13.2 – Application Operations (Responsibility)

BOSS Customer to Meter (C2M) - Managed Services Responsibility Matrix				
ID	Ops Hours	Description	BOSS	COJ
<b>Oracle C2M - Infrastructure Operations (Tier-3)</b>				
300	24x7	Oracle C2M Infrastructure on Oracle Cloud Infrastructure (Network, Compute, Boot/Block Storage, RBAC)		X
301	24x7	Oracle C2M Infrastructure (OCI) Security Monitoring & Intrusion Defense		X
302	24x7	Oracle C2M (OCI) Databases		X
303	24x7	Operating Systems supporting the C2M Application and Technology stacks		X
304	24x7	Oracle WebLogic Application Server (WLS) Administration	X	
305	24x7	Infrastructure Performance Tuning		X
306	24x7	Infrastructure & Application Monitoring and Alerts		X
307	24x7	OUAF Database Administration	X	
308	24x7	Unix/Linux Systems Engineer		X
309	24x7	Network Engineer		X
310	24x7	Provide Highly Available Compute and Database Systems		X
311	24x7	Provide Disaster Recovery (remote geographical region)		X
312	10x5	Ensuring Sufficient Database Storage Entitlements		X
313	10x5	Data Management for Import/Export	X	X
314	10x5	Hot Fix and Patch Planning and Scheduling for Infrastructure	X	X
315	24x7	Hot Fix and Quarterly Patching (OS, Java, DB, WLS)	X	X
316	24x7	Configuration and Support of Data Storage & Replication		X
317	24x7	Provide Infrastructure Logs for Batch Incidents		X

Legend: Hours = 24x7 (On-Call, unless Scheduled), 12x5, 12x7, and 10x5 (CT time zone)

figure 4.13.3 – Infrastructure Operations (Responsibility)

BOSS will assist with any application specific analysis when supporting Infrastructure Operations, but we have not offered the core responsibilities in this proposal needed to support the *back-office* technology stack. We assume that COJ-IS will leverage a certified OCI vendor to perform the tasks detailed above.

BOSS Customer to Meter (C2M) - Managed Services Responsibility Matrix				
ID	Ops Hours	Description	BOSS	COJ
<b>Oracle C2M - Enhancement Development Lifecycle (Tier-3)</b>				
400	10x5	Application Enhancement Analysis and Design	X	
401	10x5	Java, Groovy, REST and API Development	X	
402	10x5	C2M Configurations, Setups, and Functions	X	
403	10x5	Manage and report on Change Requests	X	
404	24x7	Oracle Utilities Application Framework (OUAF) Code Migrations	X	
405	10x5	Functional, System, Load and Performance Testing of Configurations & Extensions	X	
406	10x5	Ensure Operations Readiness	X	X
407	10x5	Joint Configuration Gate Validation (required for enhancements)	X	X
408	24x7	Performance Monitoring of Application Workload	X	
409	24x7	Maintain SLAs for Application related Event, Incident, Change and Problem Tickets	X	
410	10x5	Create Enhancement Test Scripts	X	
411	10x5	Execute User Acceptance Testing (UAT)		X
412	10x5	Provide C2M Application Training Workshops and Knowledge Transfer to Business Offices	X	
413	10x5	Provide Documentation for As-Is and To-Be Documentation	X	
414	10x5	Communicate with Oracle Utilities Product Management for enhancement requests	X	
415	10x5	Work with 3rd Party Vendors for Inbound/Outbound Interface Design, Development, and Support	X	X
416	10x5	Analyze, Design, Develop, Test, and Deploy Custom and Seeded C2M Reports	X	

Legend: Hours = 24x7 (On-Call, unless Scheduled), 12x5, 12x7, and 10x5 (CT time zone)

figure 4.13.4 – Application Development (Responsibility)

BOSS Customer to Meter (C2M) - Managed Services Responsibility Matrix				
ID	Ops Hours	Description	BOSS	COJ
<b>Oracle C2M - Business Operations (Tier-3)</b>				
500	10x5	Document Current Business Process to Support Knowledge Transfer	X	
501	10x5	Analyze Current Meter-to-Cash Business Processes and Suggest Improvements	X	
502	12x5	Subject Matter Expert Help Desk - Support Business Users with Functional Knowledge of Application	X	
503	10x5	Perform Business Analysis and Requirements for New Functionality, Configurations, and Process Improvements	X	
504	10x5	Provide Enhancement Solutions for New Functionality, Configurations, and Process Improvements	X	
505	12x7	Deploy Rate Changes due to Regulatory/Market requirements (Tariff, seasonality, service rules, conservation programs (TOU), etc.)	X	
506	12x7	Deploy Usage Calculation Changes for Billing Scenarios (net metering, TOU, critical peak pricing, etc.)	X	
507	12x7	Deploy Enhancements to the User interface(s)	X	
508	12x7	Deploy Integration Enhancements (portal, analytics, EAM, etc)	X	
509	10x5	Provide Data from Non-C2M Internal business systems.		X
510	10x5	Analyze and Modify (if needed) GL Data for C2M Integration to Financials.		X
511	10x5	Troubleshooting Meter Event Notifications, To-Dos, Billing Exceptions, and Misc Operational Cleanup	X	
512	10x5	Advise on Self-Service Roadmap for New Features & Functions	X	
513	10x5	Application User Training of Specialists	X	
514	10x5	Data Validation, Scrubbing, and Correction	X	

**Legend:** Hours = 24x7 (On-Call, unless Scheduled), 12x5, 12x7, and 10x5 (CT time zone)

figure 4.13.5 – Business Operations (Responsibility)

## 5.0 Team Experience and Certifications

### 5.1 – Team Roles

BOSS will retain the *Tiger Team* that was part of the CCB to C2M conversion for COJ-WSBA. This team will provide the Operations and Maintenance support detailed within this proposal. Our *Tiger Team* is tailored to the needs of the *City*, composed of specialists assembled to work on a specific goal or to solve a particular problem. The *Team* comprises of (9) nine Oracle Utilities subject matter experts who have worked together previously. This *Team* will be assigned to the *City* for the period defined within this Proposal.

The *Tiger Team* includes the following shared resource roles:

- Account Manager / Team Lead (AM) – USA
- Project Manager / Service Delivery Manager (PM/SDM) – USA
- Oracle Utilities Business Analyst (BA) – USA
- Oracle Utilities Application Lead (AL) - USA
- Oracle Utilities Customer Lead (DL) - USA
- Oracle Utilities Integration Lead (IL) - USA
- Oracle Utilities Field Lead (FL) – USA
- Oracle Utilities Customer Lead (CL) – USA
- Oracle Utilities System Administrator (SA) - India

This *Tiger Team* will support all managed service types, with the onshore leads owning the direct relationship and communications with the WSBA business offices. An onshore SDM will be leveraged for Managed Service escalations to assure prompt response. The following resources have been identified as members of the WSBA *Tiger Team*.

This *Gap Support* proposal does not include named users to support daily operations with the C2M application.

### 5.2 – Key Personnel & Resumes

After thoroughly reviewing the RFQ, *Offeror* has decided to deploy a shared-services team consisting of nine (9) talented resources. Our approach pairs functional and technical resources across various COJ-WSBA lines of business to mitigate risk associated with change management when operating and maintain the C2M ecosystem.

A **tiger team** is a specialized, cross-functional team brought together to solve or investigate a specific problem or critical issue. The term "tiger team" originates from the military and was made famous by NASA.

*Offeror* will dedicate a *Tiger Team* to WSBA for the Operations and Maintenance scope detailed within this proposal. Our *Tiger Team* is tailored to the needs of the City, composed of specialists assembled to work on a specific goal or to solve a particular problem. The *Team* comprises of nine (9) Oracle Utilities subject matter experts who have all worked together, most

recently in 2022 on the City's C2M/DSS/BIP systems. This *Team* will be assigned to WSBA for the period defined within this proposal. The *Team Lead* will be the main point of contact for the Solution & *Tiger Team*.

**The following resources have been identified as members of the COJ-WSBA Tiger Team:**



**Damon G. Brown – Team Lead** Oracle Certified Architect working with Oracle applications and technologies within Utilities and Telecom industries for over twenty (20) years. Damon is a seasoned consultant, beginning his career with Oracle E-Business Suite product development focusing on Application Integration Architecture. In recent decade he has directed lean startups with the goal of accelerating growth through deploying revenue recognition systems. His role as Team Lead aligns the solution strategy with execution of the plan to assure customer delight. Damon loves Creole food, riding motorcycles, drumming, and mountain biking. His favorite teams represent where he has lived: St. Louis Cardinals, New Orleans Saints, Colorado Avalanche, and Atlanta United.



**Adi Chaluvadi - Project Manager** PMI Certified Project Manager Professional with over fifteen (15) years of experience in Utility & healthcare domains. Leveraged Business under different methodologies of Waterfall and Agile to manage the future enhancement phases and replacement of existing functionality. Adi has Successfully deployed multiple critical business/IT solutions in SCE and demonstrated abilities to manage a project through its complete lifecycle viz. Initiation, Planning and Design Execution, monitoring and controlling through Closing. His strengths include big picture focus while developing strategic business solutions which can include: Mission Statements, Value Propositions, Risk factor analysis, Critical Success Factors, Statements of Work (SOWs)/RFA's Change Request's and Process Re-engineering. Adi is fun loving and likes to spend time watching comedy flicks. Lakers & Patriots are his favorite teams.



**Jerrica Sims – Business Lead** Oracle Utilities Analyst with over six (6) years of experience with Oracle Utilities Applications deployed as Small and Medium Sized Government Water and Wastewater Utilities. She is an experienced analyst focused on identifying gaps, improving business processes, and resolving user queries using her keen SQL analysis skills to provide insight to stakeholders. She has provided operational support and training to business teams through two (2) successful Oracle Utility implementations. Jerrica is experienced in various CC&B modules such as Credit and Collections, Severance, and Field Services. A few of her favorite pastimes are reading sci-fi-thrillers, cooking, life-long learning, and watching action-movies.



**Udaya Lanka – Application Lead** Utilities professional with over seven (7) years' experience deploying Oracle Utilities applications for various Clients. She is a functional expert in Oracle Customer Care and Billing (CC&B), Oracle Meter Data Management (MDM) applications & Oracle Customer 2 Meter (C2M) using Java, Groovy, Web Services and XML. While she has a focus on CIS, she has worked on various complex field and meter systems. Her strengths are process redesign of "V" and VEE alike with a focus on implementing new complex billing system along with new advanced metering infrastructure. She is experienced with business development of custom configurations such as Service Script, Business Services, Zones, UI Map, Portals, Business Objects and Characteristic's types across Billing, Payments, Rates, Metering, Adjustments, and Credit & Collection. Hareesha is a foodie who loves to cook homemade food which are healthy, as she likes hiking and trekking in a hot summer.



**Sreedhar Manukonda – Development Lead** Oracle Certified Utilities Specialist with eight (8) years of experience with Oracle Utilities. Functional understanding of the Oracle Utilities product suite that includes an array of applications like Oracle CC&B, C2M, WAM and SOM. Sreedhar thrives to do the root cause analysis of any issues and gaps in the system. He has experience in Design and Development of custom out of the box solutions for Utilities using Oracle OUAF SDK kit that includes Cobol, Java, Groovy, and Configurations objects. Sreedhar has a keen understanding of Database model analysis, SQLs and Stored Procedures. He loves to binge watch everything from Old NFL games to Netflix comedies, he also like to work on his Jeep.



**Aditya Kommineni – Integration Lead** Oracle CC&B Certified Specialist with eight (8) years of experience with Oracle Utilities. Aditya has experience performing discovery analysis, design, development, configuration, implementation, production support and maintenance. Internal and external system and business process integration is his specialty across various ETL tools (Informatica, Ab Initio, MuleSoft, ODI, OIC). He's skilled in converting Oracle CC&B, Oracle C2M, Oracle CSS and Opower DSS, and has extensive experience in WebServices, Java, SQL, XPATH, HTML, CSS, JavaScript. His hobbies include hiking, tennis, cricket and watching sports.



**Pavan K. Maridi – Field Lead** Oracle CC&B Certified Specialist with eight (8) years of experience in Oracle Utilities across multiple implementations, support & product upgrade programs. Core experience involves Client interaction, Business process design, Functional & Technical design, Mentor & Lead the Build & Test team, Incident & Problem lifecycle management and managing customer expectation in terms of a deliverable. Pavan is experienced on various CC&B modules like Billing, Payments, Rate, Metering, Adjustments, off cycle bill generator, Credit & Collection, Field Services, and MDM modules like Sync, Read Loads, VEE, and Usage Calcs. He will assist in creating functional specification documents related to all Reports, Interfaces, Extensions & Conversion (RICE). He enjoys watching movies, playing video games, and enjoys watching food shows on YouTube. His favorite food is Thai and Indian.





**Sai Chava – Quality Assurance Lead** Oracle CC&B and MDM Certified Specialist with over six (6) years of experience working alongside the *Tiger Teams* at BOSS. He is an accomplished programmer and enjoys using his skills to contribute to Utilities customers. Sai enjoys interaction with core/end users for requirement gathering for production issues or change requests that includes enhancements and interfaces. He is the on/off-shore testing lead for conversions and enhancements to OUAF components. Sai has expertise in solution design for production fixes and change requests. Involved in scheduling and monitoring of batch jobs using control-m. He graduated from California in 2016 with a master's degree in computer science. I use a positive attitude and tireless energy to encourage others to work hard and succeed. In my free time, I like to cook, playing outdoor games, and likes to hike.



**Yogesh Pandey – System Administrator** Oracle Utilities System Administrator (CC&B, C2M) with over twelve (12) years of Oracle technologies and application Implementation, Migration and Upgrades. Yogesh has performed CC&B v2.5 Migration from OnPrem to Oracle Cloud Infrastructure and worked on POC for Cloud Migration and DevOps transformation. Yogesh is the *Go-To* guy for figuring out complex backend systems from networking, complex databases, and application servers. He has performed six (6) CC&B Upgrades on Linux Platforms, and an integral piece to the Installation and Configuration of Oracle Utilities Testing Accelerator (OUTA). Yogesh is the lead on-call Production Support (24x7) Manager.

## 6.0 Costing

### 6.1 – Pricing Overview

BOSS Managed Services has costed the Operations and Maintenance support for the City of Jackson – Water Sewer Business Administration. Within this proposal we have provided scope across two (2) different Service Types as defined in *section 4.2*. These Service Types are blended for the gap-year months of July, August, and September of 2022 that is being proposed in this offering as a Firm-Fixed-Price (FFP) contract.

At the City’s request we have grouped these services into a single budget cycle for July, August, and September 2022 (i.e. Gap Support) within this proposal. In the future BOSS will work with the City on the remaining O&M support needed to budget the upcoming three (3) year roadmap that aligns with the AMI replacement and WSBA/Public Works reorganization:

- a. Gap-Months: July, August, September 2022 (*This proposal*)
- b. Year-1: October 2022 – September 2023 (*Future proposal TBD*)
- c. Year-2: October 2023 – September 2024 (*Future proposal TBD*)
- d. Year-3: October 2024 – September 2025 (*Future proposal TBD*)

This *Gap Support* proposal does not provide the City with the resources and processes to initiate a ramp-down roadmap for managed services from BOSS to COJ-IS and WSBA resources to support the new processes needed to continue to reclaim the revenue that has been lost through improper business systems and processes under the legacy AMI. We anticipate that the future proposal will include resources to perform data cleanup and operations to get to a healthy revenue forecast.

### 6.2 – Gap Support Maintenance Line Items

The Scope of Services (*section 4*) detailed within this *Gap Support* proposal is being offered to the City (COJ-WSBA) for the contractual price detailed below (*figure 6.2.1*). As described above, BOSS does not believe these services to be appropriate for the roadmap of the Mass Meter Change Out and departmental reorganizations and provides the following blended quarterly service as a fit gap for the remainder of the 2022 budget cycle.

No.	Years	Calendar	Description of Fees:	Professional Services Firm-Fixed-Price:
1.	Q3 2022	July – September	Blended Gap Support for current 2022 budget cycle. Includes Application Operations, Enhancements, and Maintenance.	\$ 198,000 USD

*figure 6.2.1 – Pricing Line Items*

**6.3 - Operations and Maintenance Fees & Payments**

All Services are billed monthly in arrears (\$66,000 USD/month) with the invoices estimated due dates of: 08/19/2022, 09/19/2022, and 10/19/2022. These services and pricing will end September 30, 2022 and cannot be extended month-to-month requiring a new contract beginning the month of October 2022.

If any Change Requests cause an increase or decrease in the cost or risk of delivery, Offeror will make an equitable adjustment to the price of services, type of services, or Service Level Agreements and COJ-WSBA order shall be modified in writing accordingly. Additional Offeror resources will leverage a Change Request Rate Card artifact that is submitted separately of this Proposal. Each Change Order shall be governed by the terms of the original Proposal and shall reference the effective date of the document.

We do not anticipate any Change Requests, and pride ourselves that our scope of services and costs never change without a customer's request.

**NOTE: The Sanitation Rate Changes that go in affect August 3, 2022, will be covered by the gap-months support detailed in line item-1 (figure 6.2.1). To have the same Tiger Team deployed to COJ-WSBA for enhancements of Rate Engine, this line-item must be executed wholly even though it will be billed monthly in arrears.**

7.0 Signatures

Upon approval by the City, sign-off from the Authorized Recipient, and issuance of an *Ordering Document* for services BOSS will continue to provide C2M Enhancements and Maintenance as part of this *Gap Support* proposal beginning July 1, 2022 and commencing September 30, 2022.

**Notice:** BOSS has made every reasonable attempt to ensure that the information contained within this Proposal is correct, current, and properly sets forth the requirements as have been determined to date.

**Price Good For:** City of Jackson (COJ) Water Sewer Business Administration (WSBA) acknowledges that the above pricing and other terms set forth in this change request be valid for thirty (30) days from the date set forth on the Cover Sheet.

**Authorized Offeror:**

Satish Kethineni,  
President & CEO – BOSS USA, Inc.  
5755 North Point Parkway Ste. 226  
Alpharetta, GA. 30022 USA  
[Satish.Kethineni@BOSSusa.com](mailto:Satish.Kethineni@BOSSusa.com)  
678-296-5678 (mobile)



Signature: \_\_\_\_\_

Officer's Name: Satish Kethineni Title: President & CEO

Date: 07/29/2022

**Authorized Recipient:**

Christopher E. Cockrell/Deputy Director  
Water/Sewer Business Administration  
[CCockrell@JacksonMS.Gov](mailto:CCockrell@JacksonMS.Gov)  
Office: 601.960.0794

Signature: \_\_\_\_\_

Officer's Name: Christopher Cockrell Title: Deputy Director

Date: \_\_\_\_\_

Appendix I - References

Reference #1

City of Jackson, MS – Water Sewer Business Administration	
<b>Project Title(s)</b>	1) CC&B Migration & Enhancement; Managed Services 2) CC&B Upgrade & Conversion v2.5 to C2M v2.7
<b>Period of Performance(s)</b>	1) 05/2019 - 12/2019; 01/2020 - present 2) 01/2021 - present
<b>Performing Company</b>	BOSS USA, Inc.
<b>Support Type (status)</b>	Subcontractor (Active)
<b>Contract Type</b>	Firm Fixed Price
<b>Customer Name/Address</b>	City of Jackson, MS - Water Sewer Business Administration 1000 Metrocenter Mall, Suite 103, Jackson, MS 39209
<b>Service Type</b>	Water and Wastewater
<b>Active Accounts</b>	65,000
<b>Environment</b>	CC&B 2.5, CSS, BIP 11g; C2M 2.7.3, DSS, BIP 12c
<b>Description of Project</b>	
<p>BOSS was selected as the CC&amp;B Application Subcontractor to successfully migrate the City’s Oracle Utility Applications (Customer Care and Billing, Customer Self Service, and Business Intelligence Publisher) from an on-premises data center to Oracle Cloud Infrastructure (OCI). The Prime was responsible for the infrastructure (Compute &amp; Database) hosted in OCI. This strategic deployment will increase the scalability and performance of the Applications.</p> <p>This platform will give the City’s IT and WSBA resources the tools to focus on improving business operations without the overhead of maintaining its own hardware. The OCI migration delivered Development and Test instances of our Oracle Utility Applications, which were previously non-existent. These new instances provide a development and operations lifecycle for the creation of new processes to assure accurate invoice, billing, and collections.</p>	

Reference #2

Citizens Energy Group	
<b>Project Title(s)</b>	CIS2020 - New C2M Implementation
<b>Period of Performance(s)</b>	07/2019 - present
<b>Performing Company</b>	BOSS USA, Inc.
<b>Support Type (status)</b>	Subcontractor (Active)
<b>Contract Type</b>	Time & Materials
<b>Customer Name/Address</b>	Citizens Energy Group 2020 N Meridian St., Indianapolis IN 46202
<b>Customer Reference</b>	<b>Name:</b> Tamir Izhaky <b>Title:</b> Solution Architect <b>Phone:</b> (425) 698-9149 <b>Email:</b> TIzhaky@citizensenergygroup.com
<b>Service Type</b>	Water, Wastewater, Steam, Chilled Water, and Gas
<b>Active Accounts</b>	120,000 - 170,000 (per service type)
<b>Environment</b>	C2M; BI Publisher; EBS
Description of Project	
<p>Implemented a new customer information System Oracle C2M v2.7 to replace the current legacy system (BillGen). Our Functional &amp; Technical Consultants are involved with the following tasks for this project:</p> <ol style="list-style-type: none"> <li>1) Facilitate requirement gathering conduct workshops, issue clarifications, review documentation and interacting with business stakeholders in getting functional requirements.</li> <li>2) Creating business process documents, functional design documents and converting into technical design documents for oracle C2M (Customer to Meter) application.</li> <li>3) Design, build, test and deploy technical solutions in Oracle C2M with proficiency in RICE (Reports, Interface, Conversion and Extensions).</li> <li>4) Build the technical designs using CC&amp;B/MDM/C2M modules, Java or scripts (Groovy, Plug-In, Service, BPA etc..) and recommend possible customization alternatives that factor in gap resolution and technical feasibility and add the required customizations.</li> <li>5) Unit testing of the code, preparing test plan and fixing the defects identified in unit testing and system integration testing, user acceptance testing.</li> <li>6) Preparing the documentation for the training and providing the training to all the stakeholders and end users.</li> </ol>	

**Reference #3**

United Water (Suez North America)	
<b>Project Title(s)</b>	<ol style="list-style-type: none"> <li>1. CC&amp;B Managed Services</li> <li>2. CC&amp;B Upgrade v2.5 to v2.7.03</li> </ol>
<b>Period of Performance(s)</b>	<ol style="list-style-type: none"> <li>1. 01/2017 - present</li> <li>2. 07/2020 - present</li> </ol>
<b>Performing Company</b>	BOSS USA, Inc.
<b>Support Type (status)</b>	Subcontractor (Active)
<b>Contract Type</b>	Time & Materials
<b>Customer Name/Address</b>	United Waters (formerly Suez North America) 461 From Road, Paramus, NJ 07652
<b>Customer Reference</b>	<b>Name:</b> Julien Bellorgey <b>Title:</b> Director, Applications Management <b>Phone:</b> (212) 844-9366 <b>Email:</b> Julien.Bellorgey@suez.com
<b>Service Type</b>	Water, Wastewater
<b>Active Accounts</b>	695,000
<b>Environment</b>	CC&B
<b>Description of Project</b>	
<p>Aditya Kommineni, our CC&amp;B Developer is involved with the following tasks for this project:</p> <ul style="list-style-type: none"> <li>• Worked on CC&amp;B Upgrade from V 2.3 to 2.5</li> <li>• Design and development of Web services for creating self-service web portal for website customers</li> <li>• Development of Algorithms, Business Services, Business Components and Batch Processes as per the requirements</li> <li>• Created new notifications to be sent to customers like bill due, payment received, payment cancelled</li> <li>• Developing Jobs to build V structure in CC&amp;B as part of new business acquisitions</li> <li>• Developed a custom button that enables CSR's to register customer directly to direct debit on call</li> <li>• Writing technical design for the given functional requirement</li> </ul>	

**Reference #4**

Southern Company Gas (Atlanta Gas & Light, Nicor Gas)	
<b>Project Title(s)</b>	1. CC&B Operational Services (Dev & Prod Support) 2. CC&B Upgrade v2.4 to v2.7
<b>Period of Performance(s)</b>	1. 05/2016 - present 2. 10/2019 - present
<b>Performing Company</b>	BOSS USA, Inc.
<b>Support Type</b>	Subcontractor
<b>Contract Type</b>	Time & Materials
<b>Customer Name/Address</b>	Southern Company Gas 1844 Ferry Rd, Naperville, IL – 60563
<b>Customer Reference</b>	<b>Name:</b> Andrew Szavay <b>Title:</b> CC&B Delivery Manager <b>Phone:</b> (630) 388-3180 <b>Email:</b> ASzavay@southernco.com
<b>Service Type</b>	Gas
<b>Active Accounts</b>	1,200,000
<b>Environment</b>	CC&B, MWM
<b>Description of Project</b>	
<p>1. Conversions: 520 Cobol Program to Java (C2J) and 280 XAI Services to IWS.</p> <p>2. Charity Accounts and Relationships : Accounts that make a charitable contribution among with their Bill to the State government and will get a Cash/Credit score with Utility,</p> <p>3. Payment Cancels (Autopay and Bank): Payment cancels for Autopay Accounts and Bank Accounts with Insufficient Balances will go through a Custom Payment Cancel functionality which will trigger a Non-Sufficient Funds Adjustment on the Account.,</p> <p>4. Custom AMI Meter Read Upload Functionality : Implemented as Part of the Meter Modernization batch where the Meter reads for all the 1 Million customers will be loaded daily into CC&amp;B Staging Database Tables.</p> <p>5. Utilitec: Bill and Letter Extract Interface that will secure the Bill and Letter documents in a cloud so that CSRs and Customers can access them anytime online.</p> <p>6. AMI Tribus : Meter Modernization Project where 1 Million customers were transformed to a AMI Meter Reading system.</p>	



**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND UTILITY CONSTRUCTORS, INC FOR THE 48" WATER TRANSMISSION MAIN PROJECT (WARD 7)**

OFFICE OF THE CITY ATTORNEY  
8/26/2022  
WJ

**WHEREAS**, the City of Jackson entered into a construction contract with Utility Constructors, Inc. for the construction of a 48" water transmission main between Silas Brown Street and I-20, which will assist in providing additional water to South Jackson; and

**WHEREAS**, Utility Constructors, Inc. has requested an additional one hundred and fifty (150) days, changing the contract completion date from October 17, 2022 to March 16, 2023, based on unforeseeable delays in obtaining large diameter ductile iron pipe, which is being manufactured on an as-ordered basis, and a thirty-day (30) delay due to a change in the design of the crossing at Town Creek; and

**WHEREAS**, Utility Constructors, Inc. is requesting approval of a change in the design of the crossing at Town Creek from an aerial crossing to a crossing beneath the creek bed, resulting in a reduction in the contract amount by \$373,644.72 from \$7,798,500.00 to \$7,424,855.28; and

**WHEREAS**, the consulting engineer for the project, Neel-Schaffer, Inc., recommends that the City agree to the additional time requested as warranted under the circumstances and to the change in the creek crossing that will result in a deduction to the contract amount; and

**WHEREAS**, the Engineering Division of the Department of Public Works concurs in the consulting engineer's recommendation.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Change Order No. 1 to the construction contract with Utility Constructors, Inc, for the 48" Water Transmission Project, increasing the time contract time by 150 calendars days and decreasing the contract amount by \$373,644.72.

Agenda Item No: 29  
Agenda Date: August 30, 2022  
(King, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**August 25, 2022**

<b>P O I N T S</b>		<b>C O M M E N T S</b>	
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND UTILITY CONSTRUCTORS, INC. FOR THE 48" WATER TRANSMISSION MAIN PROJECT (WARD 7)	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7	
3.	<b>Who will be affected</b>	Customers of the City Drinking Water System, especially those in South Jackson	
4.	<b>Benefits</b>	Increase water volumes to south Jackson	
5.	<b>Schedule (beginning date)</b>	Project Ongoing	
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 7	
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.	
8.	<b>COST</b>	No Cost; cost savings of \$373,644.72	
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>		
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes ___ no ___      N/A _____ AABE _____ %      WAIVER    yes ___ no ___      N/A _____ WBE _____ %      WAIVER    yes ___ no ___      N/A _____ HBE _____ %      WAIVER    yes ___ no ___      N/A _____ NABE _____ %      WAIVER    yes ___ no ___      N/A _____	

## **Council Agenda Item Memorandum**

To: Mayor, Chokwe Antar Lumumba  
From: Marlin King, Director of Public Works  
Date: August 25, 2022

### **Agenda Item:**

**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND UTILITY CONSTRUCTORS, INC. FOR THE 48" WATER TRANSMISSION MAIN PROJECT (WARD 7)**

### **Background:**

Attached, you will find an item for the City Council Agenda authorizing the Mayor to execute change order No. 1 for the construction contract with Utility Constructors, Inc. for the 48" Water Transmission Main Project. This change order requests approval of the re-design of the creek crossing at Town Creek from an aerial crossing to a crossing beneath the creek. The re-design will save \$373,644.72. The change order also requests an extension of the contract time by 150 days due to delays in receiving 48" ductile iron pipe and 30 days for the redesign of the creek crossing.

If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1652.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1780

OFFICE OF THE CITY ATTORNEY  
8/26/22

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND UTILITY CONSTRUCTORS, INC. FOR THE 48" WATER TRANSMISSION MAIN PROJECT (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



Caloria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel*

8/26/22  
DATE

## CONTRACT CHANGE ORDER

**OWNER:** City of Jackson, MS

**CONTRACTOR:** Utility Constructors, Inc.

**DATE:** August 9, 2022

**CHANGE ORDER NO:** 1 **CITY CONTRACT NO:** 17B0103.901

**PROJECT NAME:** 48" Water Transmission Main Silas Brown Street to I-20

**REASON FOR CHANGE:**

At the project location where the 48" watermain crosses Town Creek, it was determined that installing the line under the creek (using restrained joint ductile iron pipe) would be more feasible versus the original design of an aerial crossing installation (using steel pipe). *See attached for backup documentation associated with the change.*

At the project location adjacent to Belhaven Creek, based on the location of existing 24" water main, the decision was made to connect to the 48" transmission main on the opposite side of Belhaven Creek and abandon the line running under the homes located on River Park Drive. This change will also eliminate the need to temporarily shut down the 48" transmission main. *See attached for backup documentation associated with the change.*

**YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)**

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT
SP6-A	Elimination of 330 CY of Class AA Concrete	\$982.00	(\$324,060.00)
SP7-A	Elimination of 34,000 lbs. of Reinforcement Grade 60	\$2.00	(\$68,000.00)
SP10-B	Elimination of 617 LF of 48" Steel Pipe including Steel Fittings (ASTM A572 Grade 42)	\$2,200.00	(\$1,357,400.00)
SP21-A	Elimination of 3 Test Piles	\$12,000.00	(\$36,000.00)
SP21-B	Elimination of 2,940 LF HP 12 x 63 Steel Pipe	\$100	(\$294,000.00)
SP24-A	Addition of 703 LF of 48" Ductile Iron CL-200 pipe (including restrained joints/fittings)	\$2,140.00	\$1,504,420.00
SP24-B	Addition of 565 Tons of 1300# Rip Rap w/ filter fabric	\$96.00	\$54,240.00
SP24-C	Engineering & Surveying of Creek Crossing	\$7,900.00	\$7,900.00
SP24-D	Modification of existing Wetland Permit (approved 4/6/2018)	\$8,200.00	\$8,200.00
SP24-E	Addition of one 48" Ductile Iron MJ C153 22.5° Bend with Megalugs	\$22,815.28	\$22,815.28
SP10-NN	Elimination of Connection at Belhaven Creek	\$31,000.00	(\$31,000.00)
SP10-C	Addition of 200 feet of 24" Ductile Iron CL-250 pipe	\$250.00	\$50,000.00



# UTILITY CONSTRUCTORS, INC.

*Utility & Commercial Contractors*

10/15/2021

Mr. Phillip Gibson, P.E.  
 Dr. Charles Williams, P.E.  
 Neel-Schaffer  
 125 S Congress St # 1100  
 Jackson, MS 39201

**Reference:** 48" Water Transmission Main, Silas Brown Street to I-20 - City Project No. 17B0103.901

**Scope of Work:** Revised plans by going under Town Creek instead of aerial crossing

Items to remove from contract

Item No.	Estimated Quantity	Unit	Item Description	Unit Price	Item Price
SP6-A	330	CY	CLASS AA CONCRETE	\$ 982.00	\$ 324,060.00
SP7-A	34,000	LBS	REINFORCEMENT GRADE 60	\$ 2.00	\$ 68,000.00
SP10-B	617	LF	48" STEEL PIPE INCLUDING STEEL FITTINGS, ASTM A572 GRADE 42	\$ 2,200.00	\$ 1,357,400.00
SP21-A	3	EA	TEST PILE	\$ 12,000.00	\$ 36,000.00
SP21-B	2,940	LF	HP 12 X 63 STEEL PIPE	\$ 100.00	\$ 294,000.00

**TOTAL COST OF ITEMS NOT USED BY GOING UNDERGROUND PER CONTRACT PRICES (\$2,079,460.00)**

Items to add to contract based on going under "Town Center Creek"

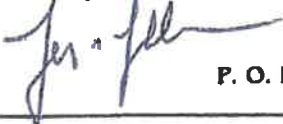
Item No.	Estimated Quantity	Unit	Item Description	Unit Price	Item Price
SP24-A	703	LF	48" FRBELL X FRE PIPE CL-200 19'7-3/4", Extra restrained joints, AND ALL FITTINGS	\$ 2,140.00	\$ 1,504,420.00
SP24-B	565	TONS	300# Rip Rap with Filter Fabric	\$ 96.00	\$ 54,240.00
SP24-C	1	LS	Engineering & Surveying of Creek Crossing	\$ 7,900.00	\$ 7,900.00
SP24-D	1	LS	Modification of existing Wetland Permit approved April 6, 2018	\$ 8,200.00	\$ 8,200.00

**TOTAL COST OF ITEMS USED GOING UNDER GROUND \$ 1,574,760.00**

Original Contract Amount.....	\$ 7,798,500.00
Deductions from Original Contract Amount..	\$ (2,079,460.00)
Subtotal.....	\$ 5,719,040.00
Additions to Original Contract Amount.....	\$ 1,574,760.00
Revised Contract Amount.....	<u>\$ 7,293,800.00</u>

**Total Savings by going under Town Cree \$ 504,700.00**

Sincerely,  
 Terry N. Lovelace



P. O. Box 13627 • Jackson, MS 39236-5627 • Phone (601) 922-9355





OFFICE OF THE CITY ATTORNEY  
82-25-2022

**ORDER RATIFYING AN EMERGENCY CONTRACT WITH UNIVERSAL SERVICES, LLC FOR REPLACEMENT OF THE FAILED COOLING TOWER AND CHILLER AT THE ARTS CENTER OF MISSISSIPPI AND AUTHORIZING PAYMENT (WARD 7)**

**WHEREAS**, the existing cooling tower used to provide the Arts Center of Mississippi failed in September 2021, which left the Arts Center without air conditioning; and

**WHEREAS**, the Building Maintenance Division of the Department of Public Works determined it could no longer repair the existing cooling tower and that the existing cooling tower, chillers, pumps, and associated piping needed to be removed and replaced; and

**WHEREAS**, the inability to cool the space prohibits its use by the arts organizations having offices there, prevents the hosting of summer camps/classes for City youth, and threatens the precious antiquities collection of the International Museum of Muslim Culture; and

**WHEREAS**, because the failure of the cooling tower constitutes an emergency due to the danger to human health and the potential damage to valuable, irreplaceable property, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

**WHEREAS**, pursuant to the emergency procurement process, Universal Services, LLC submitted a proposal of the replacement of the failed cooling tower and chiller, which was accepted by the Building Maintenance Division, a copy of each which is attached to this Order and made a part of these minutes; and

**WHEREAS**, the cost of the proposal from Universal Services, LLC was \$263,200.00; and

**WHEREAS**, Universal Services, LLC completed the work under the proposal and invoiced the City on June 23, 2022 for the agreed amount, \$263,200.00.

**IT IS, THEREFORE, ORDERED** that the contract with Universal Services, LLC for the removal of the existing cooling tower, chillers, pumps, and associated piping, and their replacement with a new chiller, chilled water pumps, and piping at the Arts Center of Mississippi in the amount of \$263,200.00 is hereby ratified.

**IT IS FURTHER ORDERED** that payment for the completion of the work under said contract to Universal Services, LLC in the amount of \$263,200.00 is authorized.

Agenda Item No: 30  
Agenda Date: August 30, 2022  
(King, Lumumba)

**DECLARATION INVOKING THE EMERGENCY  
PROCUREMENT PROCEDURE**

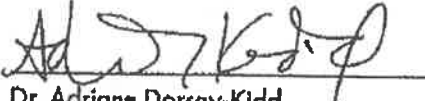
**I. REQUEST**

The entire cooling tower used to cool the building the Arts Center of Mississippi has failed, along with over half of the other HVAC units including compressors, heating units and others. Without this system operating, the building has become too uncomfortably hot for visitors, unfit to host summer camps/classes and could cause damage to the International Museum of Muslim Culture's collection. Finally, opening the Arts Center is crucial to bringing visitors to the City during the summer for events and camps, which will spur spending at City restaurants and hotels. These visitors are crucial to the economic recovery needed as a result of the COVID-19 pandemic.

The total cost of the work is estimated to be \$263,200.00 based on a proposal from Universal Services.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize a contract for the replacement of the failed chiller, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency existed, I have attached a memorandum from David Lewis, Deputy Director. I have also obtained the review and approval of the Office of the City Attorney and the Chief Administrative Officer as evidenced by the signatures below.

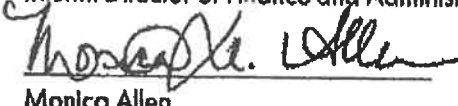
  
\_\_\_\_\_  
Dr. Adriane Dorsey-Kidd  
Interim Director of Human and Cultural Services

9/3/21  
\_\_\_\_\_  
DATE

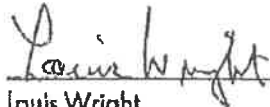
**II. REVIEWED AND APPROVED**

  
\_\_\_\_\_  
LaaWanda Horton  
Interim Director of Finance and Administration

9/3/2021  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Monica Allen  
Interim City Attorney

9/7/2021  
\_\_\_\_\_  
DATE

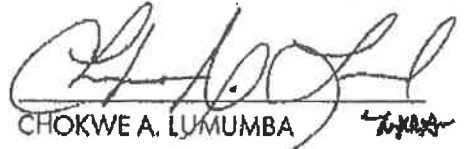
  
\_\_\_\_\_  
Louis Wright  
Interim Chief Administrative Officer

9/3/2021  
DATE

**III. DECLARATION OF EMERGENCY**

I hereby determine that the failure of the cooling system at the Arts Center of Mississippi building constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that a contract for the replacement for the chiller is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved.

  
\_\_\_\_\_  
CHOKWE A. LUMUMBA  
Mayor

9/7/21  
DATE



# Universal Services, LLC

1241 Hwy 68 North Leakesville, MS 39451  
860 Larson St Jackson, MS 39202  
Phone (601)966-5834 • Fax (601) 394-2424 • [tim@rms-ms.com](mailto:tim@rms-ms.com)

## Proposal

Proprietary and Confidential Property of Universal Services, LLC.  
Distribution to other than the named recipient is prohibited

To: Draw Ridinger  
City of Jackson  
Arts Center  
Re: Chiller Replacement

Date: 8/18/2021  
Proposal No: TR3080  
Fax: 601-592-7077  
Phone: 601-864-7714

Universal Services LLC is pleased to provide the following proposal for your consideration.

### Proposed Project Scope:

- Removal and disposal of existing cooling tower, chillers, pumps and associated piping.
- Prep and repair steel structure for new chiller.
- Provide and install (1) new Trane RTAC226 air cooled chiller. (Submittal Attached)
- Provide and install (2) new chilled water pumps.
- Provide piping to connect to existing chilled water building loop.
- Provide electrical feeds to new chiller and pumps.
- Insulate all exposed chilled water piping.
- Provide factory startup and commissioning.
- Provide 1<sup>st</sup> Year factory parts and labor warranty
- Provide 2<sup>nd</sup>- 5<sup>th</sup> Year compressor only warranty.

<i>We shall furnish as specified above for the sum of:</i>	<b>Base Bid:</b>	<b>\$ 240,700.00</b>
	<b>Full 5 year all parts and labor warranty Add:</b>	<b>\$ 3,625.00</b>
	<b>Full 10 year all parts and labor warranty Add:</b>	<b>\$ 22,500.00</b>

### Project exclusions and notes:

- No control work
- Not responsible any finished surface repairs needed.
- No bid bonds, performance bond, or payment bonds have been included in this pricing.

**Exclusions:** Special delivery, labor or other request not listed in project scope. Parts and materials found defective during project not listed in project scope. Warranty on items not furnished by Universal Services.

**Terms:** Pricing valid for 60 Days. Net 30 Days on all invoices.

**Acceptance:** Thank you for the opportunity to provide this proposal. If you have any questions or need further assistance, please feel free to call. We would appreciate your signature as acceptance of this proposal.

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Universal Services LLC  
601-966-5834 Office  
601-866-8452 Mobile  
[tim@rms-ms.com](mailto:tim@rms-ms.com)



City of Jackson  
Department of Public Works

**Council Agenda Item Memorandum**

**To:** Honorable Chokwe A. Lumumba, Mayor

**From:** Marlin King, Director  
Department of Public Works

**Date:** August 09, 2022

**Agenda Item:** **ORDER RATIFYING PURCHASES OF EQUIPMENT FROM UNIVERSAL SERVICE, LLC AND AUTHORIZING PAYMENT TO SAID VENDOR.**

**Council Meeting:** Regular Council Meeting, August 16, 2022

**Purpose:** The Building Maintenance Division will use these funds to pay overdue payments for equipment purchased from Universal Services, LLC and used for the Art Center of Mississippi.

**Cost:** \$263,200.00

**Project/Contract Type:** N/A

**Funding Source:** 047.453.00.6812

**Schedule/Time:** August 16, 2022

**DPW Manager:** Stan Arnold

**Background:**

The Building Maintenance Division will use authorization to pay for the equipment from Universal Services, LLC and used for the Art Center of Mississippi.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

August 09, 2022  
DATE

(as revised 3/6/01)

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description / Purpose</b>	<b>ORDER RATIFYING PURCHASES OF EQUIPMENT FROM UNIVERSAL SERVCICE, LLC AND AUTHORIZING PAYMENT TO SAID VENDOR.</b>			
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>4. Neighborhood Enhancement</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>			
3.	<b>Who will be affected</b>	Art Center of Mississippi			
4.	<b>Benefits</b>	The Building Maintenance Division will use these funds to pay overdue payments for equipment purchased from Universal Services, LLC and used for the Art Center of Mississippi.			
5.	<b>Schedule (beginning date)</b>	Scheduled date following City Council Approval			
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	City Wide			
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input checked="" type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Department of Public Works			
8.	<b>COST</b>	\$263,200.00			
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input checked="" type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	047.453.00.6812			
10.	<b>EBO participation</b>	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 ___	_____ _____ _____ _____ _____

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

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This **ORDER RATIFYING AN EMERGENCY CONTRACT WITH UNIVERSAL SERVICES, LLC FOR REPLACEMENT OF THE FAILED COOLING TOWER AND CHILLER AT THE ARTS CENTER OF MISSISSIPPI AND AUTHORIZING PAYMENT (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel*

8/26/22  
DATE

OFFICE OF THE CITY ATTORNEY  
8-26-2022

Universal Services, LLC  
 1241 Hwy 63 N  
 Leakesville, MS 39451  
 601 394-4510



## Invoice 25575

Bill to: City of Jackson Finance Division/Accounts Paya PO Box 17 Jackson, MS 39205	Job: TR3090 Arts Center-Chiller Repla
---	--

Invoice #: 25575 Payment Terms: Net 30 Customer Code: CITY OF JA	Date: 06/23/22 Salesperson:	Customer P.O. #: 21002349
--	--------------------------------	---------------------------

Remarks:

Quantity	Description	U/M	Unit Price	Extension
1.000	Chiller Replacement		263,200.000	263,200.00
			<b>Total:</b>	<b>263,200.00</b>
			<b>Current Due:</b>	<b>263,200.00</b>

Removal and disposal of existing cooling tower, chillers, pumps and associated piping.  
 Prep and repair steel structure for new chiller.  
 Provide and install (1) new Trane RTAC225 air cooled chiller. (Submittal Attached)  
 Provide and install (2) new chilled water pumps.  
 Provide piping to connect to existing chilled water building loop.  
 Provide electrical feeds to new chiller and pumps.  
 Insulate all exposed chilled water piping.  
 Provide factory startup and commissioning.  
 Provide 1st Year factory parts and labor warranty.  
 Provide 2nd-5th Year compressor only warranty.

Purchased Additional: Full 10 year all parts and labor warranty.





City of Jackson, MS  
 200 South Presidents Street  
 Jackson, MS 39201

Bill To

Ship To  
 CARE & MAINTAINENCE  
 658 S JEFFERSON ST  
 JACKSON, MS 39201

Vendor  
 UNIVERSAL SERVICES  
 UNIVERSAL SERVICES  
 1241 HWY 63 N  
 LEAKESVILLE, MS 39451

**Purchase Order**

Fiscal Year 2021 Page 1 of 1

Purchase Order	
Purchase Order Number	21002349
Purchase Order Date	09/22/2021
Department	PW ADMINISTRATION
Required By	09/24/2021

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-965-6834	UNIVERSALSERVICES@GMX.COM	70140	7658	Chris Baxter	

NOTES

AIR CONDITIONING, HEATING, VENTILATING, PARTS & AC

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	AIR CONDITIONING & HEATING,CHILLER,HEAT EXCHANGER & RECEIVER	1.0000	EA	\$235,200.0000	\$235,200.00
2	AIR CONDITIONING & HEATING,CHILLER,HEAT EXCHANGER & RECEIVER	1.0000	EA	\$28,000.0000	\$28,000.00

Note: Upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.

  
 Purchasing Manager

Purchase Order Total \$263,200.00

Purchase Order



**ORDER ACCEPTING PAYMENT OF \$1,725.50 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED (ORIENTE TAYLOR) AS A PROPERTY DAMAGE SETTLEMENT**

*[Handwritten Signature]*  
OFFICE OF THE CITY M.

**ITS IS HEREBY ORDERED** by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$1,725.50 as a property damage settlement for damage sustained to City of Jackson property {PC-1765} on October 20, 2021.

**APPROVED FOR AGENDA:**

Agenda Item No: 31  
Agenda Date: August 30, 2022  
(C.Martin, Lumumba)


Office of the City Attorney

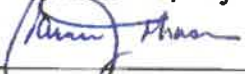
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

This, **ORDER ACCEPTING PAYMENT OF \$1,725.50 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED ORIENTE TAYLOR AS A PROPERTY DAMAGE SETTLEMENT** has been reviewed by me and is legally sufficient for placement in the NOVUS Agenda System..

  
\_\_\_\_\_  
Calpria Martin, City Attorney

  
\_\_\_\_\_  
Carrie Johnson  
Deputy City Attorney

8/24/22  
\_\_\_\_\_  
Date  
8/24/2022  
\_\_\_\_\_  
Date

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

08/11/2022  
DATE

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>1. Brief Description/Purpose</b>	ORDER ACCEPTING PAYMENT OF \$1,725.50 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED {ORIENTE TAYLOR} AS A PROPERTY DAMAGE SETTLEMENT								
2.	<b>Public Policy Initiative</b> 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A								
3.	<b>Who will be affected</b>	City of Jackson								
4.	<b>Benefits</b>	N/A								
5.	<b>Schedule (beginning date)</b>	N/A								
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	N/A								
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/>  ▪ Consultant <input type="checkbox"/>	Office of the City Attorney								
8.	<b>COST</b>	\$1,725.50								
9.	<b>Source of Funding</b> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>									
10.	<b>EBO participation</b>	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>

**MEMO**

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

**DATE: August 11, 2022**

**RE: Damage to City Property and Recovery of Repair Cost from  
Progressive Insurance Company**

On 10/20/21, JPD Officer Anthony Johnson (2014 Dodge Charger, PC-1765) was attempting to stop Oriente Taylor (2003 Ford Crown Victoria) on Cool Papa Bell, when Mr. Taylor made contact with the driver's side door of the city vehicle. There were no injuries reported.

The demand letter was sent to Progressive Insurance Company in the amount of \$1,725.50. Progressive mailed the settlement check in the amount of \$1,725.50, which includes the "loss of use".

It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as a property damage settlement. The settlement amount represents the amount negotiated by the Risk Management Division to settle the property damage claim. Nevertheless, the acceptance of this payment will not preclude the city from recovering workers' compensation benefits in the event same are paid in the future. If additional information is required, please let me know.

---

**MacDarrell Poullard, Risk Manager  
Risk Management Division**

**MDP/tbp**

**Attachments**

**MEMO**

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

**DATE: August 11, 2022**

**RE: Damage to City Property and Recovery of Repair Cost from  
Progressive Insurance Company**

On 10/20/21, JPD Officer Anthony Johnson (2014 Dodge Charger, PC-1765) was attempting to stop Oriente Taylor (2003 Ford Crown Victoria) on Cool Papa Bell, when Mr. Taylor made contact with the driver's side door of the city vehicle. There were no injuries reported.

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

**CJ/tbp**

**Attachments**

## Activity Log List

TAYLOR, ORIENTE (DW)

14455

ActDate	Initials	ActNotes	Investigator
12/1/2021	DWT	<p>Received PER-26 and police report and reviewed. Police report shows on 10/20/21, V1 (Operated by Officer Anthony Johnson, 2014 Dodge Charger, PC-1765) was attempting to stop V2 (Owned by Oriente Taylor, 2003 Ford Crown Victoria) on Cool Papa Bell, when V2 made contact with the drivers side door of V1. There were no injuries reported. This accident was ruled non-preventable.</p> <p>Claimant has insurance with Progressive Insurance. Called Officer Johnson and left msg for him to cmb regarding PC-1765.</p> <p>Will obtain Progressive Ins Co and will request estimates and photos from JPD. Diary and await.</p>	Thurman, Dornice
12/3/2021	DS	<p>Called Progressive Insurance (800-876-5581) to report this incident.</p> <ul style="list-style-type: none"> <li>-- Claim has not been reported.</li> <li>-- Claim # is 214694505.</li> <li>-- Claim will be assigned to an adjuster.</li> <li>-- Gave them Dornice's name and phone # for the adjuster to contact when it is assigned.</li> </ul>	Thurman, Dornice
12/9/2021	DWT	<p>Officer Johnson provided two (2) estimates for repairs to PC-1765 and photos. The estimates were: Bolden Body Shop in the amount of \$1,475.50 and Powell Body Shop in the amount of \$1,587.90.</p> <p>Will send demand letter to Progressive in the amount of \$1,725.50, which includes \$250.00 for LOU. Diary and await payment.</p>	Thurman, Dornice
1/19/2022	DWT	<p>No response/payment received from Progressive Ins Co. Will send 2nd subro letter. Diary and await response/payment.</p>	Thurman, Dornice
3/1/2022	DWT	<p>No payment received from Progressive Ins Co. Will send 3rd demand letter. Diary and await response/payment.</p>	Thurman, Dornice
3/30/2022	DWT	<p>Received call from Kayla w/Progressive advising that their insured stated he was arrested after the MVA. She wanted to know if this was true. Advised her that I would have to check.</p> <p>Discussed with Valerie and she stated we would need to discuss with Mac.</p>	Thurman, Dornice
4/1/2022	DWT	<p>After discussing claim w/Mac, it was determined that this information would need to come from JPD. Sent email to Kayla advising her of this and provided JPD contact number.</p>	Thurman, Dornice
5/24/2022	DWT	<p>Still no response from Progressive Ins Co rep. Will email 4th request. Diary and await response,</p>	Thurman, Dornice
7/7/2022	DWT	<p>Contacted Progressive and spoke w/Angela Fresco and she stated saw in the notes that Kayla was waiting for the arrest record for their insured. She also stated that this will be a part of their investigation to determine if this fell under a "criminal act" for his arrest. Advised Angela that we did not have access to the arrest report. She stated she would call JPD to see if the arrest report was ready. She also provided Kayla's supervisor's name and email (Ashley Roberts &amp; ashley_roberts@progressive.com). Will diary and await.</p>	Thurman, Dornice
7/27/2022	DWT	<p>Still no response from email sent to Progressive. Will send another email to check status of claim/check. Diary and await response.</p>	Thurman, Dornice
8/8/2022	DWT	<p>Received check in the amount of \$1,725.50. Will deposit into appropriate account and prepare council order to accept payment.</p>	Thurman, Dornice





**CITY OF JACKSON  
CLAIMS/RISK MANAGEMENT DIVISION  
REVENUE TRANSMITTAL FORM**

**DATE:** 8/10/2022

**RECEIVED FROM:** Progressive Insurance Company (Insured Oriente Taylor)

Insurance Company 9      Claimant 9      Bank 9      Overpayment 9      Other 9

**Comments:** Claim 14455      D/L: 10/20/2021      Vehicle # PC 1765

**Division#:** 001 442 40 6316

- 9 COUNCIL ORDER
- 9 REIMBURSEMENT/REFUND
- 9 LIABILITY

**Financial Data:**

Check# 2044794689      \$ 1,725.50

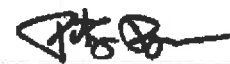
Check# \_\_\_\_\_      \$ \_\_\_\_\_

\$ \_\_\_\_\_

**TOTAL DEPOSITS** 1,725.50

<u>Account Number (s)</u>	<u>Description of Payment</u>	<u>Amount Paid</u>
<u>407926765</u>	<u>PC 1765</u>	<u>\$1,725.50</u>
_____	_____	_____
_____	_____	_____

Prepared by: MacDarrell Poullard

<b>PROGRESSIVE</b> PAYABLE THROUGH PNC BANK, N.A. 070 ASHLAND, OH 1-877-448-9544	VOID IF NOT PRESENTED WITHIN 90 DAYS	DRAFT NUMBER: <b>2044794689</b>	56-389 412
	CLAIM NUMBER: 21-4694505 NAME: CITY OF JACKSON,	<b>July 25, 2022</b>	
		PAY EXACTLY	<b>\$*****1,725.50</b>
<b>ONE THOUSAND, SEVEN HUNDRED TWENTY-FIVE AND 50/100 *****</b>			
PAY TO      CITY OF JACKSON THE ORDER OF:	Progressive Gulf Insurance Company		
	BY: 	AUTHORIZED SIGNATURE	

⑆ 2044794689⑆ ⑆ 041203895⑆ 4239694516⑆

Progressive  
PO Box 2930  
Clinton, IA 52733-2930

512929 18510 1 MB 0.515 CMBP01T 060 018510

**PROGRESSIVE**

Page 1 of 1

CITY OF JACKSON  
ATTN: RISK MANAGEMENT DIVISION  
PO BOX 17  
JACKSON, MS 39205-0017

**RECEIVED**

AUG 05 2022

RISK MANAGEMENT



ADVISE FOR PAYMENT 2044794689		
Payee: CITY OF JACKSON	Payment Date	07/25/2022
	Total Payment Amount	\$1,725.50
	Total Number of Invoices	1

If you have any questions regarding this payment, please call us at 1-800-274-4499.

Details							
Claim Number: 214694505	Name: CITY OF JACKSON,	Date of Loss: 10/20/2021	Invoice Number: 99617686	Company: Progressive Gull Insurance Company			
Type	Description	*Coverage	Reference	Identifier	Service Dates	Deductible	Payment Amount
Repair	Estimate	PD	21-4694505	14 DODGE CHARGER 172374	N/A	\$0.00	\$1,725.50
Total Payment Amount							\$1,725.50

\*Full Description of Coverage:  
PD - Property Damage Liability

## Dornice Thurman

---

**From:** Ashley M Rosenberger <Ashley\_M\_Rosenberger@Progressive.com>  
**Sent:** Wednesday, July 27, 2022 11:24 AM  
**To:** Kayla M Lewis  
**Cc:** Dornice Thurman  
**Subject:** FW: Claim# 21-4694505 Taylor O  
**Attachments:** 21-4694505 TAYLOR O.PDF

Good afternoon,

This is an email from the city on your claim.

I am not handling this file, I have forwarded it to the representative handling.

Thank you,

**From:** Dornice Thurman <dornicew@city.jackson.ms.us>  
**Sent:** Wednesday, July 27, 2022 11:47 AM  
**To:** Kayla M Lewis <KAYLA\_M\_LEWIS@progressive.com>  
**Cc:** Ashley M Rosenberger <Ashley\_M\_Rosenberger@Progressive.com>; Valerie Coleman <vcoleman@city.jackson.ms.us>  
**Subject:** [EXTERNAL] FW: Claim# 21-4694505 Taylor O

Good morning,

Please provide an update on the above subject claim and the status of the payment.

*Thank you,  
Dornice W. Thurman, Claims Investigator  
Office of the City Attorney  
Risk Management Division  
Phone 601-960-1738  
Fax# 601-354-4556*



*"ONE City, ONE Aim, ONE Destiny"  
Chokwe Antar Lumumba, ESQ - Mayor*

This e-mail message is intended only for the personal use of the recipient(s) named above. If you are not an intended recipient, you may not review, copy or distribute this message. If you have received this communication in error, please notify the City of Jackson, MS ([emailmaster@jacksonms.gov](mailto:emailmaster@jacksonms.gov)) immediately by email and delete the original message.

**From:** Dornice Thurman  
**Sent:** Tuesday, May 24, 2022 10:05 AM

To: [a142010@progressive.com](mailto:a142010@progressive.com)  
Cc: Valerie Coleman <[vcoleman@city.jackson.ms.us](mailto:vcoleman@city.jackson.ms.us)>  
Subject: Claim# 21-4694505 Taylor O

Good morning,

Please find attached the City of Jackson's fourth (4<sup>th</sup>) demand letter and attachments.

*Thank you,  
Dornice W. Thurman, Claims Investigator  
Office of the City Attorney  
Risk Management Division  
Phone 601-960-1738  
Fax# 601-354-4556*



*"ONE City, ONE Aim, ONE Destiny"  
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**Dornice Thurman**

---

**From:** Dornice Thurman  
**Sent:** Wednesday, July 27, 2022 10:47 AM  
**To:** a142010@progressive.com  
**Cc:** Ashley M Adamik; Valerie Coleman  
**Subject:** FW: Claim# 21-4694505 Taylor O  
**Attachments:** 21-4694505 TAYLOR O.PDF

Good morning,

Please provide an update on the above subject claim and the status of the payment.

*Thank you,  
Dornice W. Thurman, Claims Investigator  
Office of the City Attorney  
Risk Management Division  
Phone 601-960-1738  
Fax# 601-354-4556*



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**From:** Dornice Thurman  
**Sent:** Tuesday, May 24, 2022 10:05 AM  
**To:** a142010@progressive.com  
**Cc:** Valerie Coleman <[vcoleman@city.jackson.ms.us](mailto:vcoleman@city.jackson.ms.us)>  
**Subject:** Claim# 21-4694505 Taylor O

Good morning,

Please find attached the City of Jackson's fourth (4<sup>th</sup>) demand letter and attachments.

*Thank you,  
Dornice W. Thurman, Claims Investigator  
Office of the City Attorney  
Risk Management Division  
Phone 601-960-1738  
Fax# 601-354-4556*

**Dornice Thurman**

---

**From:** Dornice Thurman  
**Sent:** Tuesday, May 24, 2022 10:05 AM  
**To:** a142010@progressive.com  
**Cc:** Valerie Coleman  
**Subject:** Claim# 21-4694505 Taylor O  
**Attachments:** 21-4694505 TAYLOR O.PDF

Good morning,

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*Thank you,  
Dornice W. Thurman, Claims Investigator  
Office of the City Attorney  
Risk Management Division  
Phone 601-960-1738  
Fax# 601-354-4556*



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**OFFICE OF THE CITY ATTORNEY**  
Risk Management Division



May 24, 2022

FOURTH REQUEST

Progressive Insurance Company  
ATTN: Claim# 21-4694505  
P O Box 512926  
Los Angeles, CA 90051-0296

**Re: Damages to the City of Jackson Property**  
**Date of Accident: 10/20/2021**  
**Description of Property: Vehicle Accident involving PC-1765**  
**Location: Cool Papa Bell & Lakeland Dr**  
**Your Insured: Oriente Taylor - Claim#14455**  
**Your Claim#: 21-4694505**  
**Amount of Lien: \$1,475.50 - vehicle repairs**  
**\$ 250.00 - Loss of use**  
**\$1,725.50 - Total**

Dear Claims Representative:

The City of Jackson has completed the investigation of the above captioned claim. Based on our findings, your insured is responsible for the accident. The City of Jackson is seeking full reimbursement for the cost of repairs.

Attached, you will find a copy of the estimate for the cost of repairs, please make the check payable to the City of Jackson, and send it to the following address:

City of Jackson  
ATTN: Risk Management Division  
PO Box 17  
Jackson, Ms 39205-0017

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to call me at (601) 960-1738.

Sincerely,

Dornice W. Thurman, Claims Investigator  
Risk Management Division

DWT

Enclosures

218 South President Street | P.O. Box 17  
Jackson, Mississippi 39205-0017  
[www.jacksonms.gov](http://www.jacksonms.gov)

PC 1765

**BOLDEN BODY SHOP**  
IT'S YOUR CHOICE-CHOOSE BOLDEN BODY SHOP  
649 N MILL ST, JACKSON, MS 39202  
Phone: (601) 355-3484  
FAX: (601) 355-3486

Workfile ID: d4be8d12  
PartsShare: 6rYx5c  
Federal ID: 64-0645018

**Preliminary Estimate**

**Customer: CITY OF JACKSON**

**Job Number:**

Written By: Marilyn Bolden

Insured: CITY OF JACKSON  
Type of Loss:  
Point of Impact:

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
CITY OF JACKSON  
327 E. PASCAGOULA ST.  
JACKSON, MS 39201  
(601) 960-2246 Business

**Inspection Location:**  
BOLDEN BODY SHOP  
649 N MILL ST  
JACKSON, MS 39202  
Repair Facility  
(601) 355-3484 Business

**Insurance Company:**

**VEHICLE**

2014 DODG Charger SE RWD 4D SED 6-3.6L Flex Fuel Sequential MPI WHITE

VIN: 2C3CDXAG3EH172374  
License: G65976  
State: MS

Interior Color:  
Exterior Color: WHITE  
Production Date:

Mileage In: 69,652  
Mileage Out:  
Condition: Good

Vehicle Out:  
Job #:

**TRANSMISSION**

Automatic Transmission

**POWER**

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Power Driver Seat

**DECOR**

Dual Mirrors  
Tinted Glass  
Console/Storage

Overhead Console

**CONVENIENCE**

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Message Center  
Steering Wheel Touch Controls

Telescopic Wheel

Climate Control

**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

**SAFETY**

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

**SEATS**

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

**WHEELS**

Aluminum/Alloy Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Traction Control

Stability Control

Power Trunk/Liftgate

**RECEIVED**

DEC 09 2021

**RISK MANAGEMENT**



**Preliminary Estimate**

**Customer: CITY OF JACKSON**

**Job Number:**

2014 DODG Charger SE RWD 4D SED 6-3.6L Flex Fuel Sequential MPI WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT DOOR</b>					
2	Repl	LT Outer panel (HSS)	55113503AD	1	263.00	7.0	2.1
3		Add for Clear Coat					0.8
4		Add for Edging					0.5
5		Add for Clear Coat					0.1
6		Add for Inside					0.5
7	*	Rpr LT Door shell (HSS)				1.0	Incl.
8	R&I	LT Front w/strip				Incl.	
9	R&I	LT Power mirror w/o heat, w/o memory, w/o blind spot blue				Incl.	
10	R&I	LT Door glass Dodge				0.6	
11	R&I	LT Mount plate				0.6	
12	R&I	LT R&I trim panel				Incl.	
13	#	Door Bonding Adhesive kit		1	45.00		
14		<b>MISCELLANEOUS OPERATIONS</b>					
15	*	Repl Cover car/bag		1	10.00	0.2	
16	#	CORROSION PROTECTION		1	10.00	0.3	
17	#	Dis-arm Electronics		1		0.3 M	
18	#	De-nib, finesse & buff		1	4.00	0.4	
19	#	EPA/WASTE DISPOSAL		1	5.00 T		
<b>SUBTOTALS</b>					<b>337.00</b>	<b>10.4</b>	<b>4.0</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			332.00
Body Labor	10.1 hrs @	\$ 65.00 /hr	656.50
Paint Labor	4.0 hrs @	\$ 65.00 /hr	260.00
Mechanical Labor	0.3 hrs @	\$ 100.00 /hr	30.00
Paint Supplies	4.0 hrs @	\$ 48.00 /hr	192.00
Miscellaneous			5.00
<b>Subtotal</b>			<b>1,475.50</b>
<b>Grand Total</b>			<b>1,475.50</b>

## Dornice Thurman

---

**From:** Dornice Thurman  
**Sent:** Friday, April 1, 2022 1:44 PM  
**To:** a142010@progressive.com  
**Cc:** Valerie Coleman  
**Subject:** 21-4694505

Good morning,

After getting with our Risk Manager, he advised that the information you were requesting about your insured (Oriente Taylor), can be obtained from the Jackson Police Department. There contact number is 601-960-1808. We look forward to receiving the demand in the amount of \$1,725.50.

*Thank you,  
Dornice W. Thurman, Claims Investigator  
Office of the City Attorney  
Risk Management Division  
Phone 601-960-1738  
Fax# 601-354-4556*



*"ONE City, ONE Aim, ONE Destiny"  
Chokwe Antar Lumumba, ESQ - Mayor*

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THE CITY OF  
**JACKSON**  
MISSISSIPPI  
OFFICE OF THE CITY ATTORNEY  
Risk Management Division

March 1, 2022

THIRD REQUEST

Progressive Insurance Company  
ATTN: Claim# 21-4694505  
P O Box 512926  
Los Angeles, CA 90051-0296

**Re: Damages to the City of Jackson Property**  
**Date of Accident: 10/20/2021**  
**Description of Property: Vehicle Accident involving PC-1765**  
**Location: Cool Papa Bell & Lakeland Dr**  
**Your Insured: Oriente Taylor - Claim#14455**  
**Your Claim#: 21-4694505**  
**Amount of Lien: \$1,475.50 - vehicle repairs**  
**\$ 250.00 - Loss of use**  
**\$1,725.50 - Total**

Dear Claims Representative:

The City of Jackson has completed the investigation of the above captioned claim. Based on our findings, your insured is responsible for the accident. The City of Jackson is seeking full reimbursement for the cost of repairs.

Attached, you will find a copy of the estimate for the cost of repairs, please make the check payable to the City of Jackson, and send it to the following address:

City of Jackson  
ATTN: Risk Management Division  
PO Box 17  
Jackson, Ms 39205-0017

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to call me at (601) 960-1738.

Sincerely,



Dornice W. Thurman, Claims Investigator  
Risk Management Division

DWT

Enclosures

218 South President Street | P.O. Box 17  
Jackson, Mississippi 39205-0017  
[www.jacksonms.gov](http://www.jacksonms.gov)



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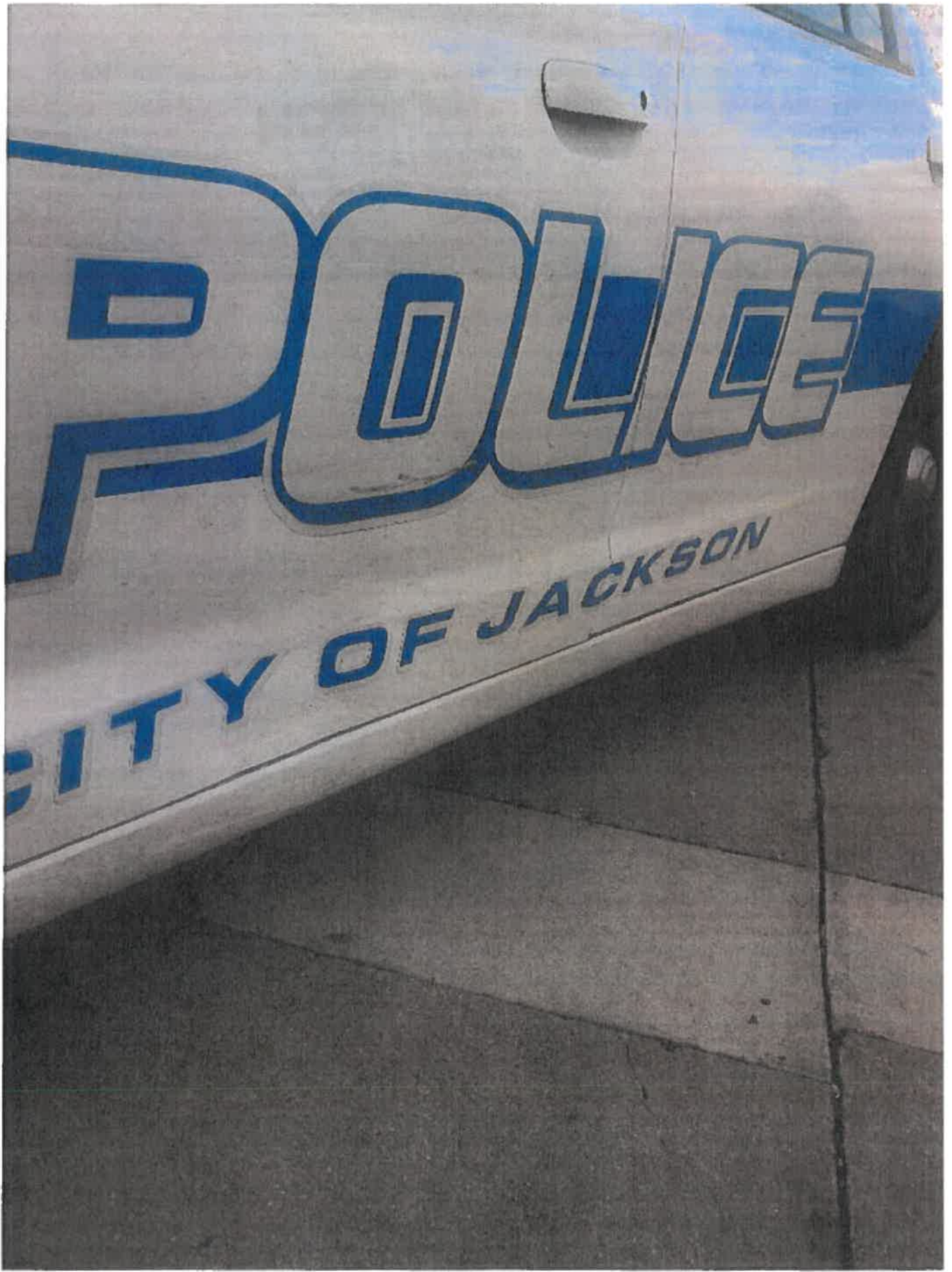
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**POLICE**

**CITY OF JACKSON**

THE CITY OF  
**JACKSON**  
MISSISSIPPI  
OFFICE OF THE CITY ATTORNEY  
Risk Management Division

January 19, 2022

SECOND REQUEST

Progressive Insurance Company  
ATTN: Claim# 21-4694505  
P O Box 512926  
Los Angeles, CA 90051-0296

Re: Damages to the City of Jackson Property  
Date of Accident: 10/20/2021  
Description of Property: Vehicle Accident involving PC-1765  
Location: Cool Papa Bell & Lakeland Dr  
Your Insured: Oriente Taylor - Claim#14455  
Your Claim#: 21-4694505  
Amount of Lien: \$1,475.50 - vehicle repairs  
\$ 250.00 - Loss of use  
\$1,725.50 - Total

Dear Claims Representative:

The City of Jackson has completed the investigation of the above captioned claim. Based on our findings, your insured is responsible for the accident. The City of Jackson is seeking full reimbursement for the cost of repairs.

Attached, you will find a copy of the estimate for the cost of repairs, please make the check payable to the City of Jackson, and send it to the following address:

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ATTN: Risk Management Division  
PO Box 17  
Jackson, Ms 39205-0017

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to call me at (601) 960-1738.

Sincerely,



Dornice W. Thurman, Claims Investigator  
Risk Management Division

DWT

Enclosures

18 South President Street | P.O. Box 17  
Jackson, Mississippi 39205-0017  
www.Jacksonms.gov

THE CITY OF  
**JACKSON**  
MISSISSIPPI  
OFFICE OF THE CITY ATTORNEY  
Risk Management Division

December 9, 2021

Progressive Insurance Company  
ATTN: Claim# 21-4694505  
P O Box 512926  
Los Angeles, CA 90051-0296

Re: **Damages to the City of Jackson Property**  
**Date of Accident: 10/20/2021**  
**Description of Property: Vehicle Accident involving PC-1765**  
**Location: Cool Papa Bell & Lakeland Dr**  
**Your Insured: Oriente Taylor - Claim#14455**  
**Your Claim#: 21-4694505**  
**Amount of Lien:**  
\$1,475.50 - vehicle repairs  
\$ 250.00 - Loss of use  
**\$1,725.50 - Total**

Dear Claims Representative:

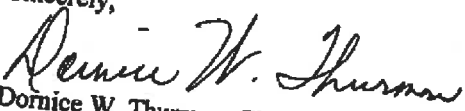
The City of Jackson has completed the investigation of the above captioned claim. Based on our findings, your insured is responsible for the accident. The City of Jackson is seeking full reimbursement for the cost of repairs.

Attached, you will find a copy of the estimate for the cost of repairs, please make the check payable to the City of Jackson, and send it to the following address:

City of Jackson  
ATTN: Risk Management Division  
PO Box 17  
Jackson, Ms 39205-0017

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to call me at (601) 960-1738.

Sincerely,

  
Dornice W. Thurman, Claims Investigator  
Risk Management Division

DWT

Enclosures

8 South President Street | P.O. Box 17  
Jackson, Mississippi 39205-0017  
vw.jacksonms.gov

**Dornice Williams**

---

**From:** Anthony Johnson  
**Sent:** Friday, December 10, 2021 4:26 PM  
**To:** Dornice Thurman  
**Subject:** PC 1765  
**Attachments:** 20211020\_160234.jpg; -1748718556\_20211210\_161916\_7513279\_resized.jpg

Good afternoon here are some pictures of the door damage you requested.  
Sent via the Samsung Galaxy Note9, an AT&T 5G Evolution capable smartphone



PC-1765

Date: 12/8/2021 01:44 PM  
Estimate ID: 831  
Estimate Version: 0  
Preliminary  
Profile ID: \* Mitchell

### Powell Body Shop

200 Presto Lane, Jackson, MS 39206  
(601) 961-0401  
Fax: (601) 961-6861  
Email: James.powellbodyshop@gmail.com

# RECEIVED

DEC 09 2021

## RISK MANAGEMENT

Damage Assessed By: MITCHELL MITCHELL  
Classification: None

Deductible: UNKNOWN

Insured: PC1765 JACKSON POLICE DEPARTMENT

Mitchell Service: 910676

Description: 2014 Dodge Charger Police  
Body Style: 4D Sed  
VIN: 2C3CDXAG3EH172374  
Mileage: 6,900,057  
OEM/ALT: 0

Drive Train: 3.6L Inj 6 Cyl 6A RWD  
License: G66976

Search Code: None

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	001313	REF	REFINISH	L Frt Door Outside			C 0.3*
2	000416	BDY	REMOVE/INSTALL	L Frt Door Assembly			1.4*
3	000634	BDY	REMOVE/REPLACE	L Frt Door Shell	N.A.	800.00 *	6.5*
4	000156	REF	REFINISH	L Frt Door Mirror			C 0.5*
5	001217	BDY	REMOVE/INSTALL	L Frt Otr Door Belt Moulding			0.8*
6	001219	BDY	REMOVE/INSTALL	L Frt Rear View Mirror			0.3*
7	000157	BDY	REMOVE/INSTALL	L Frt Door Trim Panel			1.4*
8	000755	BDY	REMOVE/INSTALL	L Frt Otr Door Handle			0.3*
9	936012		ADD'L COST	Hazardous Waste Disposal		5.00 *	
10	936014		ADD'L COST	Flex Additive		10.00 *	
11	AUTO		ADD'L COST	Paint/Materials		38.40 *	

\* - Judgment Item  
C - Included in Clear Coat Calc

ESTIMATE RECALL NUMBER: 12/08/2021 13:28:26 831  
Mitchell Data Version: OEM: SEP\_21\_V

Software Version: 7.1.241

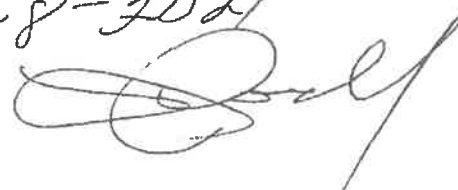
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All Rights Reserved

Page 1 of 2

## Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount
Body	10.5	65.00	0.00	0.00	662.50 T	Taxable Parts	800.00
Refinish	0.8	65.00	0.00	0.00	52.00 T		
	Taxable Labor				734.50	Total Replacement Parts Amount	800.00
Labor Summary	11.3				734.50		
III. Additional Costs					Amount	IV. Adjustments	Amount
Taxable Costs					53.40	Customer Responsibility	0.00
Total Additional Costs					53.40		
Paint Material Method: Rates							
Ink Rate = 48.00 , Ink Max Hours = 99.9, Add'l Rate = 0.00							
						I. Total Labor:	734.50
						II. Total Replacement Parts:	800.00
						III. Total Additional Costs:	53.40
						Gross Total:	1,587.90
						IV. Total Adjustments:	0.00
						Net Total:	1,587.90

**This is a preliminary estimate.**  
**Additional changes to the estimate may be required for the actual repair.**

12-8-2021  


PC-1765

Date: 12/8/2021 01:44 PM  
Estimate ID: 831  
Estimate Version: 0  
Preliminary  
Profile ID: \* Mitchell

### Powell Body Shop

200 Presto Lane, Jackson, MS 39206  
(601) 981-0401  
Fax: (601) 981-8881  
Email: James.powellbodyshop@gmail.com

# RECEIVED

DEC 09 2021

## RISK MANAGEMENT

Damage Assessed By: MITCHELL MITCHELL  
Classification: None

Deductible: UNKNOWN

Insured: PC1765 JACKSON POLICE DEPARTMENT

Mitchell Service: 810578

Description: 2014 Dodge Charger Police  
Body Style: 4D Sed  
VIN: 2C3CDXAG3EH172374  
Mileage: 6,900,057  
OEMALT: 0

Drive Train: 3.8L Inj 6 Cyl 6A RWD  
License: G66978

Search Code: None

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	001313	REF	REFINISH	L Frt Door Outside			C 0.3*
2	000416	BDY	REMOVE/INSTALL	L Frt Door Assembly			1.4*
3	000634	BDY	REMOVE/REPLACE	L Frt Door Shell	N.A.	800.00 *	6.5*
4	000185	REF	REFINISH	L Frt Door Mirror			C 0.5*
5	001217	BDY	REMOVE/INSTALL	L Frt Otr Door Belt Moulding			0.6*
6	001219	BDY	REMOVE/INSTALL	L Frt Rear View Mirror			0.3*
7	000157	BDY	REMOVE/INSTALL	L Frt Door Trim Panel			1.4*
8	000755	BDY	REMOVE/INSTALL	L Frt Otr Door Handle			0.3*
9	936012		ADD'L COST	Hazardous Waste Disposal		5.00 *	
10	936014		ADD'L COST	Flex Additive		10.00 *	
11	AUTO		ADD'L COST	Paint/Materials		38.40 *	

\* - Judgment Item  
C - Included in Clear Coat Calc

ESTIMATE RECALL NUMBER: 12/08/2021 13:28:26 831  
Mitchell Data Version: OEM: SEP\_21\_V

Software Version: 7.1.241


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Page 1 of 2

### Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount
Body	10.5	65.00	0.00	0.00	682.50 T	Taxable Parts	800.00
Refinish	0.8	65.00	0.00	0.00	52.00 T		
	Taxable Labor				734.50	Total Replacement Parts Amount	800.00
Labor Summary	11.3				734.50		
III. Additional Costs					Amount	IV. Adjustments	Amount
Taxable Costs					53.40	Customer Responsibility	0.00
Total Additional Costs					53.40		
Paint Material Method: Rates							
Ink Rate = 48.00 , Ink Max Hours = 99.9, Addl Rate = 0.00							
						I. Total Labor:	734.50
						II. Total Replacement Parts:	800.00
						III. Total Additional Costs:	53.40
						Gross Total:	1,587.90
						IV. Total Adjustments:	0.00
						Net Total:	1,587.90

**This is a preliminary estimate.**  
**Additional changes to the estimate may be required for the actual repair.**

12-8-2021  




CITY OF JACKSON  
ACCIDENT REPORT INVOLVING CITY VEHICLE

PROCESSED

NOV 02 2021

BY already in cycle  
Jbp

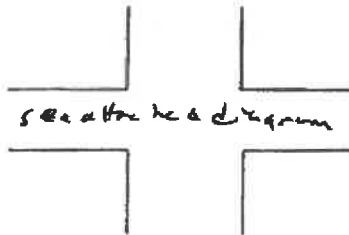
SECTION 1. VEHICLE #1 (CITY VEHICLE)

- 1. Vehicle # 1765 Year 2014 Make Dodge Type (Sedan, Pick-up, etc.) Other Dept 442
- 2. Operator's Name Anthony Johnson Employee # 102384 SSN 058645605 Date of Birth 01-30-66
- 3. City Driver License # N/A State Driver License # 800640610
- 4. Home Address 544 Boardwalk Blvd, City/State/Zip Ridgeland, MS 39157 Phone # 601760-2170
- 5. Parts of vehicle damaged driver front door Approximate cost of repairs \$ Unknown
- 6. Location of Accident Cool Papa Bell / Lakeland Drive
- 7. Were the appropriate law enforcement officials notified immediately? Yes  No
- 8. If no, why? \_\_\_\_\_
- 9. Name of Investigating Officer Sgt Lincoln Lampley Badge # 2065 Employee # 101790 Case # 21-1225
- 10. Vehicle #1 was going (North, East, Parked, etc.) Southeast on Cool Papa Bell (Street)
- 11. Name, Address, Zip Code & Phone # of Witness (s) N/A

SECTION 11. VEHICLE #2 (OTHER VEHICLE)

- 1. Year 2003 Make Ford-Crown Victoria Type (Sedan, Pick-up, etc.) Sedan
- 2. Operator's Name Oriente Taylor Phone # 601319-0988
- 3. Street Address 5240 Andover Drive City/State/Zip Jackson, MS 39209
- 4. Parts of vehicle damaged front bumper Approximate cost of repairs \$ Unknown
- 5. Vehicle #1 was going (North, East, Parked, etc.) South on Cool Papa Bell (Street)

INDICATE NORTH BY ARROW



Remarks: Officer Johnson parked southeast on Cool Papa Bell, when the driver of V2 made a complete stop and then ran into the driver front door of V1.

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

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

EMPLOYEE'S SIGNATURE  
**RECEIVED**

*[Handwritten Signature]*

DATE 10-20-21

NOV 02 2021

RISK MANAGEMENT

*[Handwritten Signature]*  
11-2-2021 ✓

**SECTION III. SUPERVISOR'S REVIEW & COMMENT SECTION**

Comments \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

Supervisor's Signature L.L. 7265

Supervisor's Printed Name Lincoln Lampley Supervisor's Employee # 101790 Date 10/20/21

**SECTION IV. DEPARTMENT DIRECTOR'S REVIEW & COMMENT SECTION**

Comments \_\_\_\_\_  
\_\_\_\_\_

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

Department Director's Signature James E. Davis Department JPD Date 10/24/21

Department Director's Printed Name James E. Davis

**NOTE: DEPARTMENT DIRECTOR IS RESPONSIBLE FOR FORWARDING ORIGINAL AND TWO  
DUPLICATE COPIES OF COMPLETED REPORT TO PERSONNEL DEPARTMENT WITHIN 24 HOURS  
AFTER RECEIVING NOTIFICATION OF DAMAGE TO CITY PROPERTY.**

*(Handwritten initials and checkmark)*

# MISSISSIPPI UNIFORM CRASH REPORT CRASH INFORMATION

20210663

Rev. 2020-1

<input type="checkbox"/> Secondary Crash		Agency #	2504	Case #	2021120355	Page	1	of		
Number of Motorists	2	Number of Non-Motorists	0	Non-Fatally Injured Persons	0	Fatalities	0	Total Injuries and Fatalities	0	
Investigating Agency	Jackson Police Dept		County	Hinds	City	Jackson	Latitude	32.334178° N	Longitude	90.155803

### CRASH TIME INFORMATION

Crash Date/Time	10/20/2021 1539	Police Notified Date/Time	10/20/2021 1539	Police Arrived Date/Time	10/20/2021 1539	Roadway Cleared Date/Time	10/20/2021 1539	10-24 Investigation Complete	10/20/2021 1656
-----------------	-----------------	---------------------------	-----------------	--------------------------	-----------------	---------------------------	-----------------	------------------------------	-----------------

### ROAD INFORMATION

Named road	COOL PAPA BELL DRIVE		Numbered road	
Address Number	Street Name	Road Number	Alphabet	
Intersection Road Name	<input checked="" type="checkbox"/> Crash was at an intersection		Intersection Road Number	
Lakeland Dr				

### LOCATION INFORMATION

Road Classification	104	Property Ownership	100	Trafficway Characteristics	100	Intersection Approach	4	Traffic Flow Direction	
100 Interstate 101 US highway 102 State highway 103 County road 104 City street	200 Parking lot/private drive 201 State park 202 Off road	100 Public property 200 Private property		100 Trafficway, on road 101 Trafficway, not on road 200 Non-trafficway		1 Not an intersection 2 Two 3 Three 4 Four 5 Five or more		X Not applicable (not a divided highway)  N North S South W West E East	

### INVESTIGATING OFFICER

Rank	First Name	Middle Name	Last Name	Suffix
Sergeant	Danny		Hicks	
Badge #	Printed Name		Signature	
1865	Corporal Danny P. Hicks		<i>Corporal Danny P. Hicks</i>	

### CRASH CIRCUMSTANCES AND CONDITIONS

First Harmful Event	201	Location of First Harmful Event	104	School Bus Relation	000	Weather Conditions	0
100 Cargo/equipment loss or shift 101 Fell/jumped from motor vehicle 102 Fire/explosion 103 Immersion, full or partial 104 Jackknife 105 Overturn/rollover 106 Thrown or falling object 108 Other non-collision harmful event		100 Gore 101 In parking lane or zone 102 Median 103 Off roadway, location unknown 104 On roadway 105 On shoulder, left side 106 On shoulder, right side 107 Outside road/high-of-way 108 Roadside 109 Separator/traffic island 999 Unknown		000 No 100 Yes, school bus directly involved 101 Yes, school bus indirectly involved		000 Clear 100 Blowing sand, soil, dirt 101 Blowing snow 102 Cloudy 103 Fog, smog, smoke 104 Freezing rain or freezing drizzle 105 Rain 106 Severe crosswinds 107 Sleet or hail 108 Snow 980 Other 989 Unknown	
Collision with Non-Fixed Object		Manner of Crash	108	Intersection Geometry	100	Intersection Traffic Control	100
200 Collision with animal (live) 201 Collision with motor vehicle in transport 202 Collision with parked motor vehicle 203 Collision with pedalcycle 204 Collision with pedestrian 205 Collision with railway vehicle (train, engine) 206 Collision with object at rest from MV in transport 207 Collision with falling/shifting cargo or anything set in motion by MV 208 Collision with work zone/maintenance equipment 209 Collision with farm equipment 209 Collision with other non-motorist 208 Collision with other non-fixed object		000 Not a collision between two motor vehicles 100 Angle 101 Front to front 102 Front to rear 103 Rear to rear 104 Rear to side 105 Sideswipe, opposite direction 106 Sideswipe, same direction 980 Other 999 Unknown		100 Angled / skewed 101 Roundabout / traffic circle 102 Perpendicular 970 Not applicable		000 No controls 100 Signalized 101 Stop -all way 102 Stop -partial 103 Yield 970 Not applicable	
Collision with Fixed Object		Relation to Junction	000	Roadway Surface Condition	107	Light Condition	101
300 Collision with bridge overhead structure 301 Collision with bridge pier or support 302 Collision with bridge rail 303 Collision with cable barrier 304 Collision with concrete traffic barrier 305 Collision with culvert 306 Collision with curb 307 Collision with ditch 308 Collision with embankment 309 Collision with fence 310 Collision with guardrail end terminal 311 Collision with guardrail face 312 Collision with impact attenuator/crash cushion 313 Collision with mailbox 314 Collision with traffic sign support 315 Collision with traffic signal support 316 Collision with tree (standing) 317 Collision with utility pole/light support 306 Collision with other post, pole, or support 307 Collision with other traffic barrier 308 Collision with other fixed object (wall, building, tunnel, etc.) 309 Collision with unknown fixed object		000 Not an interchange area 100 Acceleration or deceleration lane 101 Crossover related 102 Driveway access or related 103 Entrance/exit ramp or related 104 Intersection or related 105 Non-junction 106 Railway grade crossing 107 Shared-use path or trail 108 Through roadway 980 Other location within an interchange area (median, shoulder, and roadside) 999 Unknown		000 Dry 100 Ice/Frost 101 Mud, dirt, gravel 102 Oil 103 Sand 104 Slush 105 Snow 106 Water (standing, moving) 107 Wet 980 Other 999 Unknown		101 Daylight 201 Dawn/Dusk 301 Dark - lighted 302 Dark - not lighted 303 Dark - unknown lighting 980 Other 999 Unknown	
						Environmental Conditions	01
						000 None 100 Animal(s) 101 Debris 102 Glare 103 Non-highway work 104 Obstructed crosswalks 105 Obstruction in roadway 106 Prior crash 107 Prior non-recurring incident 108 Regular congestion 109 Related to a bus stop 110 Road surface condition (wet, icy, snow, slush, etc.) 111 Ruts, holes, bumps 112 Shoulders (none, low, soft, high) 113 Toll booth/plaza related 114 Traffic control device 115 Traffic incident 116 Visual obstruction 117 Weather conditions 118 Work zone (construction/maintenance/utility) 119 Worn, travel-polished surface 980 Other 999 Unknown	

**MISSISSIPPI UNIFORM CRASH REPORT  
CRASH INFORMATION**

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WORK ZONE CRASH INFORMATION								
<b>Work Zone</b> 000 No 100 Yes 999 Unknown	<b>000</b>	<b>Location Relative to Work Zone</b> 100 Before the first work zone warning sign 101 Advance warning area 102 Transition area 103 Activity area 104 Termination area 970 Not applicable 999 Unknown	<b>970</b>	<b>Work Zone Type</b> 100 Lane closure 101 Lane shift / crossover 102 Work on shoulder or median 103 Intermittent or moving work 970 Not applicable 999 Unknown	<b>970</b>	<b>Worker(s) Present</b> 000 No 100 Yes 970 Not applicable 999 Unknown	<b>970</b>	<b>Law Enforcement Present</b> 000 No 100 Yes 970 Not applicable 999 Unknown

PHOTOGRAPHER					
<b>Photos Taken?</b> <input type="checkbox"/>	<b>Rank</b>	<b>First Name</b>	<b>Middle Name</b>	<b>Last Name</b>	<b>Suffix</b>

REVIEWING OFFICER				
<b>Rank</b> Sergeant	<b>First Name</b> Julian	<b>Middle Name</b>	<b>Last Name</b> Lonie	<b>Suffix</b>

WITNESS #			WITNESS #		
<b>Name</b>			<b>Name</b>		
<i>First</i>	<i>Middle</i>	<i>Last</i>	<i>First</i>	<i>Middle</i>	<i>Last</i>
<b>Address</b>			<b>Address</b>		
<b>City</b>		<b>State</b>	<b>Postal Code</b>	<b>City</b>	
<b>Phone Number</b>		<b>Age</b>	<b>Sex</b>	<b>Phone Number</b>	

WITNESS #			WITNESS #		
<b>Name</b>			<b>Name</b>		
<i>First</i>	<i>Middle</i>	<i>Last</i>	<i>First</i>	<i>Middle</i>	<i>Last</i>
<b>Address</b>			<b>Address</b>		
<b>City</b>		<b>State</b>	<b>Postal Code</b>	<b>City</b>	
<b>Phone Number</b>		<b>Age</b>	<b>Sex</b>	<b>Phone Number</b>	

WITNESS #			WITNESS #		
<b>Name</b>			<b>Name</b>		
<i>First</i>	<i>Middle</i>	<i>Last</i>	<i>First</i>	<i>Middle</i>	<i>Last</i>
<b>Address</b>			<b>Address</b>		
<b>City</b>		<b>State</b>	<b>Postal Code</b>	<b>City</b>	
<b>Phone Number</b>		<b>Age</b>	<b>Sex</b>	<b>Phone Number</b>	

TRAIN CRASH INFORMATION				TRAIN #
<b>Engineer</b> <input type="checkbox"/> Unknown	<b>Engineer ID Number</b> <input type="checkbox"/> Unknown			
<i>First</i>	<i>Middle</i>	<i>Last</i>	<i>Suffix</i>	
<b>Conductor</b> <input type="checkbox"/> Unknown	<b>Conductor ID Number</b> <input type="checkbox"/> Unknown			
<i>First</i>	<i>Middle</i>	<i>Last</i>	<i>Suffix</i>	
<b>Company</b> <input type="checkbox"/> Unknown	<b>DOT Crossing Number</b> <input type="checkbox"/> Unknown			



MISSISSIPPI UNIFORM CRASH REPORT  
**VEHICLE INFORMATION**

2021066

Motor Vehicle #  
1

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2504

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of

DESCRIPTION AND INFORMATION

Check if this vehicle had no driver <input type="checkbox"/>	Hit and Run 000 No, did not leave the scene 100 Yes, driver and vehicle left scene 101 Yes, only driver left scene	000 Vehicle Type 100 Motor vehicle in transport 101 Parked motor vehicle 102 Working vehicle / equipment	100 Vehicle Body Type <b>Passenger Vehicles</b> 100 Passenger car 101 Passenger van (less than 9 seats) 102 (Sport) utility vehicle 103 Pickup 104 Cargo van
VIN 2C3CDXAG3EH172374		<input type="checkbox"/> Unknown	
Model Year 2014	<input type="checkbox"/> Unknown	Make Dodge	Model Charger
License Plate State MS		<input type="checkbox"/> Missing <input checked="" type="checkbox"/> Non-expiring	
Number G85976		<input type="checkbox"/> Unknown	
Year		<input type="checkbox"/> Unknown	
Owner Name <input type="checkbox"/> Same as driver <input type="checkbox"/> Unknown			
City of Jackson			
Owner Address <input checked="" type="checkbox"/> Same as driver <input type="checkbox"/> Unknown			
327 E. Pascagoula St		Jackson	MS 39209
Street		City	State Postal Code
Insurance <input type="checkbox"/> Uninsured at time of crash			
Company Jackson City Clerk		<input type="checkbox"/> Unknown	
NAIC #		<input checked="" type="checkbox"/> Unknown	
Policy #		<input checked="" type="checkbox"/> Unknown	
<b>Cycle / Low Speed</b> 300 2-wheeled motorcycle 301 3-wheeled motorcycle 302 Moped or motorized bicycle 303 All-terrain vehicle / all-terrain cycle (ATV / ATC) 304 Golf Cart 305 Snowmobile 306 Low Speed Vehicle 307 Recreational off-highway vehicles (ROV) 308 Autocycle			
<b>Trucks</b> 400 Single unit truck 401 Truck tractor 498 Other truck			
<b>Large Passenger Vehicle</b> 500 Motor home 501 9 or 12 passenger van 502 15-passenger van 503 Large limo 504 Mini-bus 505 School bus 506 Transit bus 507 Motorcoach 508 Other bus / large passenger vehicle			
<b>Other</b> 980 Other			

DAMAGE

Damage Extent 000 None 100 Minor damage 101 Functional damage 102 Disabling damage 990 Vehicle not at scene	100 State Property Damaged <input checked="" type="checkbox"/> 000 None <input type="checkbox"/> 100 Bridge overhead structure <input type="checkbox"/> 101 Bridge pier or support <input type="checkbox"/> 102 Bridge rail <input type="checkbox"/> 200 Cable barrier <input type="checkbox"/> 201 Concrete traffic barrier <input type="checkbox"/> 202 Guardrail end terminal <input type="checkbox"/> 203 Guardrail face <input type="checkbox"/> 204 Impact attenuator/crash cushion <input type="checkbox"/> 298 Other traffic barrier <input type="checkbox"/> 300 Traffic sign support <input type="checkbox"/> 301 Traffic signal support <input type="checkbox"/> 302 Utility pole/light support <input type="checkbox"/> 980 Other	Initial Contact Point <table border="1"> <tr> <td>7</td><td>8</td><td>9</td><td>10</td><td>11</td> </tr> <tr> <td>6</td><td colspan="3" style="text-align: center;">→</td><td>12</td> </tr> <tr> <td>5</td><td>4</td><td>3</td><td>2</td><td>1</td> </tr> </table> <input type="checkbox"/> 000 Non-collision <input type="checkbox"/> 001 Vehicle not at scene <input type="checkbox"/> 100 Top <input type="checkbox"/> 113 Undercarriage <input type="checkbox"/> 114 Cargo Loss <input type="checkbox"/> 999 Unknown	7	8	9	10	11	6	→			12	5	4	3	2	1	Damaged Area <table border="1"> <tr> <td>7</td><td>8</td><td>9</td><td>10</td><td>11</td> </tr> <tr> <td>6</td><td colspan="3" style="text-align: center;">→</td><td>1</td> </tr> <tr> <td>5</td><td>4</td><td>3</td><td>2</td><td>1</td> </tr> </table> <input type="checkbox"/> 001 Vehicle not at scene <input type="checkbox"/> 100 Top <input type="checkbox"/> 113 Undercarriage	7	8	9	10	11	6	→			1	5	4	3	2	1
7	8	9	10	11																													
6	→			12																													
5	4	3	2	1																													
7	8	9	10	11																													
6	→			1																													
5	4	3	2	1																													

TOWING

Tow Status 000 Not towed 100 Towed, but not due to disabling damage 101 Towed due to disabling damage	000 Tow Authority 100 Owner 101 Law enforcement 970 Not applicable 980 Other	970 Towed By <input type="checkbox"/> Unknown
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# MISSISSIPPI UNIFORM CRASH REPORT VEHICLE INFORMATION

202106

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Motor Vehicle # 1

## MOTOR VEHICLE CIRCUMSTANCES

Vehicle Usage	Emergency Vehicle Usage	Vehicle Maneuver
000 No special function 100 Bus - school (public or private) 181 Bus - childcare / daycare 102 Bus - transit / commuter 103 Bus - charter / tour 104 Bus - intercity 106 Bus - shuttle 198 Bus - other 200 Farm vehicle 201 Fire truck 202 Highway / maintenance 203 Mail carrier 204 Military 205 Ambulance 206 Police	207 Public utility 208 Non-transport emergency services vehicle 209 Safety service patrols - incident response 210 Other incident response 211 Rental truck (over 10,000 lbs) 212 Towing - incident response 213 Truck acting as crash attenuator 214 Taxi 215 Vehicle used for electronic ride-hailing (transportation network company)  980 Other 989 Unknown	100 Backing 101 Changing lanes 102 Entering traffic lane 103 Leaving traffic lane 104 Making U-turn 105 Movements essentially straight ah 106 Negotiating a curve 107 Overtaking/passing 108 Paralel 109 Slowing 110 Stopped in traffic 111 Turning left 112 Turning right 980 Other 989 Unknown

Traffic Control Device Types and Statuses		Vehicle Defects	
Traffic Control Device Types	Devices Present	Devices Inoperative or Missing	Vehicle Defects
000 None  100 Person (including flegger, law enforcement, crossing guard, etc)  200 Bicycle crossing sign 201 "Curve Ahead" warning sign 202 "Intersection Ahead" warning sign 203 Pedestrian crossing sign 204 Railroad crossing 205 "Reduce Speed Ahead" warning sign 206 School zone sign 207 Stop sign 208 Yield sign 298 Other warning sign	300 Flashing railroad crossing (may include gates) 301 Flashing school zone signal 302 Flashing traffic control signal 303 Lane use control signal 304 Ramp meter signal 306 Traffic control signal 398 Other signal  400 Bicycle crossing 401 Pedestrian crossing 402 Railroad crossing 403 School zone 498 Other pavement marking (excluding edgelines, centerlines, or lane lines)  980 Other 989 Unknown	1 <span style="border: 1px solid black; padding: 2px;">305</span> 2 <span style="border: 1px solid black; padding: 2px;"> </span> 3 <span style="border: 1px solid black; padding: 2px;"> </span> 4 <span style="border: 1px solid black; padding: 2px;"> </span>	000 None 100 Brakes 101 Exhaust system 102 Body doors 103 Steering 104 Power train 105 Suspension 106 Tires 107 Wheels 108 Lights (head, signal, tail) 109 Window / Windshield 110 Mirrors 111 Wipers 112 Truck coupling / trailer hitch / safety chains 980 Other 989 Unknown

Trafficway Division		Barrier Type		Automation System Level Present	
000 Not divided 001 Not divided, with a continuous left turn lane 100 Divided, flush median (greater than 4 ft wide) 101 Divided, raised median (curbed) 102 Divided, depressed median 989 Unknown	000 None 100 Cable barrier 101 Concrete barrier (e.g. Jersey barrier) 102 Earth embankment 103 Guardrail 980 Other	000 No automation 100 Driver assistance 101 Partial automation 102 Conditional automation	103 High automation 104 Full automation 199 Automation level unknown 989 Unknown	Automation System Level Engaged at Time of Crash <span style="float: right;">000</span> 000 No automation 100 Driver assistance 101 Partial automation 102 Conditional automation	

Roadway Grade		# of Through Lanes		Permitted Travel		HOV Lane Presence		HOV Lane Relation	
100 Level 101 Uphill 102 Hillcrest 103 Downhill 104 Sag (bottom)	100 # of Through Lanes 3	100 Permitted Travel 100 One-way 200 Two-way	000 None present 100 Separated barrier, flush (greater than 4 ft wide), raised or depressed median 101 Not separated, painted pavement markings, post-mounted delineators	000 No 400 Yes					

Sequence of Events				MOTOR VEHICLE EVENTS	
1	<span style="border: 1px solid black; padding: 2px;">201</span>	2	<span style="border: 1px solid black; padding: 2px;"> </span>	3	<span style="border: 1px solid black; padding: 2px;"> </span>

Non-Harmful Events		Most Harmful Event	
000 Cross centerline 001 Cross median 002 End departure (T-intersection, dead-end, etc.) 003 Downhill runaway 004 Equipment failure (blown tire, brake failure, etc.)	005 Ran off roadway left 006 Ran off roadway right 007 Reentering roadway 008 Separation of units 098 Other non-harmful event	Collision with Fixed Object <span style="float: right;">201</span> 300 Collision with bridge overhead structure 301 Collision with bridge pier or support 302 Collision with bridge rail 303 Collision with cable barrier 304 Collision with concrete traffic barrier 305 Collision with culvert 306 Collision with curb 307 Collision with ditch 308 Collision with embankment 309 Collision with fence 310 Collision with guardrail end terminal 311 Collision with guardrail face 312 Collision with impact attenuator/crash cushion 313 Collision with mailbox 314 Collision with traffic sign support 315 Collision with traffic signal support 316 Collision with tree (standing) 317 Collision with utility pole/light support	

Non-Collision Events		Collision with Person / Vehicle / Non-Fixed Object	
100 Cargo/equipment loss or shift 101 Fall/jumped from motor vehicle 102 Fire/explosion 103 Immersion, full or partial 104 Jackknife 105 Overturn/rollover 106 Thrown or falling object 198 Other non-collision harmful event	200 Collision with animal (live) 201 Collision with motor vehicle in transport 202 Collision with parked motor vehicle 203 Collision with pedecycle 204 Collision with pedestrian 205 Collision with railway vehicle (train, engine) 206 Collision with object at rest from M/V in transport 207 Collision with falling, shifting cargo, or anything set in motion by M/V 208 Collision with work zone/maintenance equipment 209 Collision with farm equipment 297 Collision with other non-motorist 298 Collision with other non-fixed object		

MISSISSIPPI UNIFORM CRASH REPORT  
VEHICLE INFORMATION

2021066

Motor Vehicle #  
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COMMERCIAL MOTOR VEHICLE INFORMATION

**Vehicle Configuration**  
000 Not a qualifying vehicle  
100 Vehicles 10,000 lbs or less placarded for hazardous materials  
200 Bus/large van (seats 9-15 occupants, including driver)  
201 Bus (seats more than 15 occupants, including driver)

300 Single-unit truck (2-axle and GVWR > 10,000 lbs.)  
301 Single-unit truck (3 or more axles)  
302 Truck pulling trailer(s)  
303 Truck tractor (bobtail)  
304 Truck tractor/semi-trailer  
305 Truck tractor/double  
306 Truck tractor/triple  
307 Truck more than 10,000 lbs., cannot classify

**Hazardous Materials Placard**  
000 Did not carry hazardous materials 999 Unknown  
100 Carried hazardous materials with placard  
200 Carried hazardous materials without placard

**Cargo Body Type**  
000 No cargo body  
100 Bus  
101 Auto transporter  
102 Cargo tank  
103 Concrete mixer  
104 Dump  
105 Flatbed  
106 Garbage / refuse  
107 Grain / chips / gravel  
108 Intermodal container chassis  
109 Log  
110 Pole trailer  
111 Van / enclosed box  
112 Vehicle towing another vehicle

**Hazardous Material ID** Not applicable  
**Hazardous Material Class**  
1 Explosives  
2 Gas  
3 Flammable liquids  
4 Other flammable substances  
5 Oxidizing substances and organic peroxides  
6 Toxic (poisonous) and infectious substances  
7 Radioactive material  
8 Corrosives  
9 Miscellaneous dangerous goods  
970 Not applicable  
999 Unknown

970 Not applicable 980 Other 999 Unknown

**Special Sizing**  
 000 No special sizing  
 100 Over-height  
 101 Over-length  
 102 Over-weight  
 103 Over-width  
 999 Unknown

**Number of Axles**  
 Unknown

**Motor Carrier Type**  
000 Not a motor carrier  
100 Interstate carrier  
101 Intrastate carrier  
102 Not in commerce / government  
980 Not in commerce / other truck or bus

**Motor Carrier Identification**  
000  
100 USDOT number  
101 State number  
970 Not applicable  
999 Unknown/unable to determine  
State \_\_\_\_\_

**Hazardous Materials Released from Vehicle Cargo Compartment**  
000 No, hazardous materials not released  
100 Yes, hazardous materials released  
970 Not applicable

**Motor Carrier Name**  Unknown  
**Motor Carrier ID Number**

**Motor Carrier Address**  Unknown

**GVWR/GCWR**  
100 Light (less than 10,000 lbs.GVWR/GCWR)  
101 Medium (10,001 - 26,000 lbs GVWR/GCWR)  
102 Heavy (greater than 26,000 lbs GVWR/GCWR)  
970 Not applicable  
999 Unknown

**Commodity Hauled**  
970

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_

TRAILER INFORMATION

**VIN**  Unknown **TRAILER #** \_\_\_\_\_

**Number of Axles**  Unknown

**Year**  Unknown **Make**  Unknown **Model**  Unknown

**License Plate**  Missing  
**State** \_\_\_\_\_  Unknown **Number** \_\_\_\_\_  Unknown

TRAILER INFORMATION

**VIN**  Unknown **TRAILER #** \_\_\_\_\_

**Number of Axles**  Unknown

**Year**  Unknown **Make**  Unknown **Model**  Unknown

**License Plate**  Missing  
**State** \_\_\_\_\_  Unknown **Number** \_\_\_\_\_  Unknown

TRAILER INFORMATION

**VIN**  Unknown **TRAILER #** \_\_\_\_\_

**Number of Axles**  Unknown

**Year**  Unknown **Make**  Unknown **Model**  Unknown

**License Plate**  Missing  
**State** \_\_\_\_\_  Unknown **Number** \_\_\_\_\_  Unknown

# MISSISSIPPI UNIFORM CRASH REPORT DRIVER INFORMATION

2021066

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Motor Vehicle # **1**

## DRIVER INFORMATION

Name  Unknown  
**Anthony Johnson**  
First Middle Last Suffix

Age  Unknown **55** Sex  Unknown **101** Race **100**  
100 Female 101 Male 999 Unknown  
**100 American Indian or Alaska Native**

Address  Unknown  
**327 E. Pascagoula St Jackson MS 39209**  
Street City State Postal Code

Phone Number  Unknown **6019600004**  
101 Asian or Pacific Islander 102 Black 103 White 980 Other 999 Unknown

Incident Responder  
 000 No 102 Police 102 Date of Birth  Unknown **1/30/1966** Ethnicity **100**  
 100 EMS 103 Tow operator 980 Other 999 Unknown  
 101 Fire 104 Transportation (i.e. maintenance workers, safety service patrol operators, etc.)

## DRIVER LICENSE INFORMATION

License Status **100** License Number **10** License Class **400** Commercial Driver License Status **9**  
100 Valid license 000 Not licensed 001 Canceled or denied 002 Expired 003 Revoked 004 Suspended 999 Unknown  
000 None 100 Class A 101 Class B 102 Class C 200 Light commercial/taxi/chauffeur (MS class D) 300 Motorcycle only (class M, non-MS only) 400 Regular driver license class (MS classes R, T, P, and Y) 970 Not applicable

License State **MS** Is Commercial DL?  Yes  No  
100 Valid 101 Learner's permit 000 Canceled or denied 001 Disqualified 999 Unknown 002 Expired 003 Revoked 004 Suspended 998 Other (not valid)

Endorsements on License  
 000 None/not applicable  
 100 H - Hazardous materials  
 101 N - Tank vehicle  
 102 P - Passenger  
 103 S - School  
 104 T - Double/triple trailers  
 105 X - Combination of tank vehicle and hazardous materials  
 980 Other non-commercial license endorsements (e.g., motorcycle, etc.)  
 999 Unknown

Endorsement Compliance **000**  
 000 No endorsements required for the vehicle  
 100 Endorsements required, complied with  
 101 Endorsements required, not complied with  
 199 Endorsements required, compliance unknown  
 999 Unknown if endorsements required

Restrictions on License **000**  
 None

Alcohol Interlock Presence **9**  
 000 No 100 Yes 970 Not applicable 999 Unknown

## DRIVER SEATING AND SAFETY INFORMATION

Seating Position **100** Restraint Systems Used **101**  
100 None used - motor vehicle occupant 101 Booster seat 102 Child restraint system - forward facing 103 Child restraint system - rear facing 104 Child restraint - type unknown 105 Lap belt only used 106 Shoulder and lap belt used 107 Shoulder belt only used 108 Stretcher 109 Wheelchair 199 Restraint used - type unknown

Standard Vehicle Seats					Other Seating Positions				
Front									
Row	Left	Middle	Right	Unk					
1	100	101	102	199	700 Unenclosed cargo area				
2	200	201	202	299	701 Riding on motor vehicle exterior (non-trailing unit)				
3	300	301	302	399	800 Trailing unit				
4	400	401	402	499	801 Sleeper section of cab (truck)				
Oth	500	501	502	599	808 Other enclosed cargo area				
Unk	600	601	602	699	970 Not applicable				
					999 Unknown				

200 No helmet 201 DOT-compliant motorcycle helmet 202 Not DOT-compliant motorcycle helmet 299 Unknown if DOT-compliant motorcycle helmet

700 Not applicable 980 Other 999 Unknown

Air Bags Deployed  
 000 Not deployed  100 Front  101 Side  102 Curtain  103 Other (tunes, air belt, etc.)  
 970 Not applicable  999 Deployment unknown

Ejection **000** Extrication **000**  
 000 Not ejected 100 Ejected, partially 101 Ejected, totally 970 Not applicable 998 Unknown  
 000 No 100 Yes

Used Improperly? **100**  
 000 No 100 Yes 999 Unknown

# MISSISSIPPI UNIFORM CRASH REPORT DRIVER INFORMATION

2021066

Rev. 2020-1

Motor Vehicle #  
**1**

Agency # **2504** Case # **2021120355** Page **7** of **7**

Injury Status		Type of Medical Transportation		MEDICAL INFORMATION	
<b>104</b>	100 (K) Fatal Injury 101 (A) Suspected Serious Injury 102 (B) Suspected Minor Injury 103 (C) Possible Injury 104 (C) No Apparent Injury	<b>000</b>	000 Not transported 100 EMS air 101 EMS ground 200 Law enforcement 980 Other 999 Unknown	<b>000</b>	EMS Response Agency Not applicable EMS Response Run # <input type="checkbox"/> Unknown Facility Receiving Patient Not applicable

DRIVER CONDITION AND CIRCUMSTANCES			
<b>000</b>	<b>000</b>	<b>000</b>	<b>970</b>
Conditions at Time of Crash 000 Apparently normal 100 Asleep or fatigued 101 Emotional (depressed, angry, disturbed, etc.) 102 ill (sick), fainted 103 Physically impaired 104 Under the influence of medications/drugs/alcohol 970 Not applicable 980 Other 999 Unknown	Distracted By 000 Not distracted 100 Talking / listening 101 Manually operating a device (e.g., texting, dialing, playing game, etc.) 980 Other 999 Unknown	Distraction Source 100 Hands-free mobile phone 101 Hand-held mobile phone 102 Vehicle-integrated device 198 Other electronic device 200 Passenger or other non-motorist 201 External to vehicle/non-motorist area 298 Other 970 Not applicable 999 Unknown	Speeding Related 000 No 100 Exceeded speed limit 101 Racing 102 Too fast for conditions 999 Unknown

Suspected Alcohol Usage		Test Status		Alcohol Test Type		Alcohol Test Results		BAC	
<b>000</b>	000 No 100 Yes 999 Unknown	<b>000</b>	000 Test not given 001 Test refused 100 Test given 999 Unknown if tested	<b>100</b>	100 Blood 101 Blood clot 102 Blood plasma/serum	<b>200</b>	200 Breath 201 Preliminary breath test (PBT) 300 Urine 301 Vitreous 970 Not applicable 980 Other	<b>000</b>	000 Results pending 001 Negative results with no actual value 100 Results received 101 Positive results with no actual value 970 Not applicable 999 Unknown

Suspected Drug Usage		Test Status		Drug Test Type		Drug Test Results	
<b>100</b>	000 No 100 Yes 999 Unknown	<b>100</b>	000 Test not given 001 Test refused 100 Test given 999 Unknown if tested	<b>100</b>	100 Blood 101 Urine 102 Both blood and urine 103 Saliva 198 Other	<b>101</b>	970 Not applicable 999 Unknown Results pending

Driver Actions at Time of Crash		Avoidance Maneuver	
<b>000</b>	<b>000</b>	<b>000</b>	<b>000</b>
000 No contributing action 100 Disregard other road markings 101 Disregard other traffic signs 102 Failed to keep in proper lane 103 Failed to yield right-of-way 104 Followed too closely 105 Improper backing 106 Improper passing 107 Improper turn 108 Operated motor vehicle in inattentive, careless, negligent, or erratic manner 109 Operated motor vehicle in reckless or aggressive manner 110 Over-correcting or over-steering 111 Ran off roadway 112 Ran red light 113 Ran stop sign 114 Swerved or avoided due to wind, slippery surface, motor vehicle, object, non-motorist in roadway, etc. 115 Wrong side or wrong way 980 Other contributing action 999 Unknown	000 No avoidance maneuver 100 Accelerating 101 Accelerating and steering left 102 Accelerating and steering right 103 Braking and steering left 104 Braking and steering right 105 Braking (lockup) 106 Braking (no lockup) 107 Braking (lockup unknown) 108 Releasing brakes 109 Steering left 110 Steering right 980 Other 999 Unknown		

CITATIONS
<div style="text-align: right; font-size: 2em; margin-top: 50px;">✓</div>

# MISSISSIPPI UNIFORM CRASH REPORT VEHICLE INFORMATION

202106E

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Motor Vehicle # 2

## DESCRIPTION AND INFORMATION

Check if this vehicle had no driver <input type="checkbox"/>	<b>Hit and Run</b> 000 No, did not leave the scene 100 Yes, driver and vehicle left scene 101 Yes, only driver left scene	000	<b>Vehicle Type</b> 100 Motor vehicle in transport 101 Parked motor vehicle 102 Working vehicle / equipment	100
---	--	-----	--	-----

**Vehicle Body Type**

**Passenger Vehicles**

100 Passenger car      103 Pickup  
 101 Passenger van (less than 9 seats)      104 Cargo van  
 102 (Sport) utility vehicle

**Construction / Farm Equipment**

200 Construction equipment (backhoe, bulldozer, etc.)  
 201 Farm equipment (tractor, combine, harvester, etc.)

**Cycle / Low Speed**

300 2-wheeled motorcycle  
 301 3-wheeled motorcycle  
 302 Moped or motorized bicycle  
 303 All-terrain vehicle / all-terrain cycle (ATV / ATC)  
 304 Golf Cart  
 305 Snowmobile  
 306 Low Speed Vehicle  
 307 Recreational off-highway vehicles (ROV)  
 308 Autocycle

**Trucks**

400 Single unit truck  
 401 Truck tractor  
 498 Other truck

**Large Passenger Vehicle**

500 Motor home      505 School bus  
 501 9 or 12 passenger van      506 Transit bus  
 502 15-passenger van      507 Motorcoach  
 503 Large limo      508 Other bus / large passenger vehic  
 504 Mini-bus

**Other**

980 Other

VIN 2FAP73W93X180802  Unknown

Model Year  Unknown 2003      Make Ford      Model Crown Victoria      Color Blue

License Plate  Missing      State MS      Number MNZ6101      Year 2022

Owner Name  Same as driver       Unknown  
Oriente Taylor

Owner Address  Same as driver       Unknown  
5240 Andover Dr      Jackson      MS      39209

Insurance  Uninsured at time of crash

Company Progressive       Unknown  
 NAIC # \_\_\_\_\_       Unknown  
 Policy # 943450024       Unknown

## DAMAGE

<b>Damage Extent</b> 000 None 100 Minor damage 101 Functional damage 102 Disabling damage 990 Vehicle not at scene	<b>State Property Damaged</b> <input checked="" type="checkbox"/> 000 None <input type="checkbox"/> 100 Bridge overhead structure <input type="checkbox"/> 101 Bridge pier or support <input type="checkbox"/> 102 Bridge rail <input type="checkbox"/> 200 Cable barrier <input type="checkbox"/> 201 Concrete traffic barrier <input type="checkbox"/> 202 Guardrail and terminal <input type="checkbox"/> 203 Guardrail face <input type="checkbox"/> 204 Impact attenuator/crash cushion <input type="checkbox"/> 298 Other traffic barrier <input type="checkbox"/> 300 Traffic sign support <input type="checkbox"/> 301 Traffic signal support <input type="checkbox"/> 302 Utility pole/light support <input type="checkbox"/> 980 Other
---	--

<b>Initial Contact Point</b> <table style="width: 100%; text-align: center;"> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>6</td><td colspan="3" style="text-align: center;">→</td><td>12</td></tr> <tr><td>5</td><td>4</td><td>3</td><td>2</td><td>1</td></tr> </table> <p><input type="checkbox"/> 000 Non-collision  <input type="checkbox"/> 001 Vehicle not at scene  <input type="checkbox"/> 100 Top  <input type="checkbox"/> 113 Undercarriage  <input type="checkbox"/> 114 Cargo Loss  <input type="checkbox"/> 999 Unknown</p>	7	8	9	10	11	6	→			12	5	4	3	2	1	<b>Damaged Areas</b> <table style="width: 100%; text-align: center;"> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>6</td><td colspan="3" style="text-align: center;">→</td><td>12</td></tr> <tr><td>5</td><td>4</td><td>3</td><td>2</td><td>1</td></tr> </table> <p><input type="checkbox"/> 001 Vehicle not at scene  <input type="checkbox"/> 100 Top  <input type="checkbox"/> 113 Undercarriage</p>	7	8	9	10	11	6	→			12	5	4	3	2	1
7	8	9	10	11																											
6	→			12																											
5	4	3	2	1																											
7	8	9	10	11																											
6	→			12																											
5	4	3	2	1																											

## TOWING

<b>Tow Status</b> 000 Not towed 100 Towed, but not due to disabling damage 101 Towed due to disabling damage	100	<b>Tow Authority</b> 100 Owner 101 Law enforcement 970 Not applicable 980 Other	101	<b>Towed By</b> <input type="checkbox"/> Unknown <p style="text-align: right; margin-top: 10px;"><u>Pearl Automotive</u></p>
---	-----	---	-----	---

UNIFORM CRASH REPORT  
VEHICLE INFORMATION

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Motor Vehicle #  
2

MOTOR VEHICLE CIRCUMSTANCES

<b>Vehicle Usage</b> 000 No special function 100 Bus - school (public or private) 101 Bus - childcare / daycare 102 Bus - transit / commuter 103 Bus - charter / tour 104 Bus - intercity 105 Bus - shuttle 198 Bus - other 200 Farm vehicle 201 Fire truck 202 Highway / maintenance 203 Mail carrier 204 Military 205 Ambulance 206 Police 207 Public utility 208 Non-transport emergency services vehicle 209 Safety service patrols - incident response 210 Other incident response 211 Rental truck (over 10,000 lbs) 212 Towing - incident response 213 Truck acting as crash attenuator 214 Taxi 215 Vehicle used for electronic ride-hailing (transportation network company) 980 Other 999 Unknown		<b>Emergency Vehicle Usage</b> 000 Non-emergency, non-transport 100 Non-emergency transport 200 Emergency operation, emergency warning equipment not in use 201 Emergency operation, emergency warning equipment in use 970 Not applicable 999 Unknown		<b>Vehicle Maneuver</b> 100 Backing 101 Changing lanes 102 Entering traffic lane 103 Leaving traffic lane 104 Making U-turn 105 Movements essentially straight ahead 106 Negotiating a curve 107 Overtaking/passing 108 Parked 109 Stowing 110 Stopped in traffic 111 Turning left 112 Turning right 980 Other 999 Unknown	
<b>Travel Direction</b> 000 Not on roadway 100 North 200 Northeast 300 East 400 Southeast 500 South 600 Northwest 700 West 800 Southwest		<b>500 Unknown</b>			

Traffic Control Device Types and Statuses

Traffic Control Device Types	Devices Present	Devices Inoperative or Missing	Vehicle Defects
000 None 100 Person (including flagger, law enforcement, crossing guard, etc) 200 Bicycle crossing sign 201 "Curve Ahead" warning sign 202 "Intersection Ahead" warning sign 203 Pedestrian crossing sign 204 Railroad crossing 205 "Reduce Speed Ahead" warning sign 206 School zone sign 207 Stop sign 208 Yield sign 288 Other warning sign 300 Flashing railroad crossing (may include gates) 301 Flashing school zone signal 302 Flashing traffic control signal 303 Lane use control signal 304 Ramp meter signal 305 Traffic control signal 398 Other signal 400 Bicycle crossing 401 Pedestrian crossing 402 Railroad crossing 403 School zone 498 Other pavement marking (excluding edgelines, centerlines, or lane lines) 980 Other 999 Unknown	1 305 2 3 4	1 000 2 3 4	000 None 100 Brakes 101 Exhaust system 102 Body doors 103 Steering 104 Power train 105 Suspension 106 Tires 107 Wheels 108 Lights (head, signal, tail) 109 Window / Windshield 110 Mirrors 111 Wipers 112 Truck coupling / trailer hitch / safety chains 980 Other 999 Unknown

<b>Automation System Level Present</b> 000 No automation 100 Driver assistance 101 Partial automation 102 Conditional automation 103 High automation 104 Full automation 199 Automation level unknown 999 Unknown	
<b>Automation System Level Engaged at Time of Crash</b> 000 No automation 100 Driver assistance 101 Partial automation 102 Conditional automation 103 High automation 104 Full automation 199 Automation level unknown 999 Unknown	

<b>Trafficway Division</b> 000 Not divided 001 Not divided, with a continuous left turn lane 100 Divided, flush median (greater than 4 ft wide) 101 Divided, raised median (curbed) 102 Divided, depressed median 999 Unknown		<b>Barrier Type</b> 000 None 100 Cable barrier 101 Concrete barrier (e.g. Jersey barrier) 102 Earth embankment 103 Guardrail 980 Other	
<b>Roadway Grade</b> 100 Level 101 Uphill 102 Hillcrest 103 Downhill 104 Sag (bottom)	<b># of Through Lanes</b> 3	<b>Roadway Alignment</b> 100 Straight 101 Curve left 102 Curve right	<b>Permitted Travel</b> 100 One-way 200 Two-way <b>Posted Speed Limit</b> <input type="checkbox"/> Unknown <input checked="" type="checkbox"/> N/A
<b>HOV Lane Presence</b> 000 None present 100 Separated barrier, flush (greater than 4 ft wide), raised or depressed median 101 Not separated, painted pavement markings, post-mounted delineators		<b>HOV Lane Relation</b> 000 No 100 Yes	

MOTOR VEHICLE EVENTS

<b>Sequence of Events</b> 1 201 2 3 4			
<b>Non-Harmful Events</b> 000 Cross centerline 001 Cross median 002 End departure (T-intersection, dead-end, etc.) 003 Downhill runaway 004 Equipment failure (blown tire, brake failure, etc.) 005 Ran off roadway left 006 Ran off roadway right 007 Reentering roadway 008 Separation of units 098 Other non-harmful event		<b>Most Harmful Event</b> 201 <b>Collision with Fixed Object</b> 300 Collision with bridge overhead structure 301 Collision with bridge pier or support 302 Collision with bridge rail 303 Collision with cable barrier 304 Collision with concrete traffic barrier 305 Collision with culvert 306 Collision with curb 307 Collision with ditch 308 Collision with embankment 309 Collision with fence 310 Collision with guardrail end terminal 311 Collision with guardrail face 312 Collision with impact attenuator/crash cushion 313 Collision with mailbox 314 Collision with traffic sign support 315 Collision with traffic signal support 316 Collision with tree (standing) 317 Collision with utility pole/light support 396 Collision with other post, pole, or support 397 Collision with other traffic barrier 398 Collision with other fixed object (wall, building, tunnel, etc.) 399 Collision with unknown fixed object	
<b>Non-Collision Events</b> 100 Cargo/equipment loss or shift 101 Fell/jumped from motor vehicle 102 Fire/explosion 103 Immersion, full or partial 104 Jackknife 105 Overturn/rollover 106 Thrown or falling object 98 Other non-collision harmful event		<b>Collision with Person / Vehicle / Non-Fixed Object</b> 200 Collision with animal (live) 201 Collision with motor vehicle in transport 202 Collision with parked motor vehicle 203 Collision with motorcycle 204 Collision with pedestrian 205 Collision with railway vehicle (train, engine) 206 Collision with object at rest from MV in transport 207 Collision with falling, shifting cargo, or anything set in motion by MV 208 Collision with work zone/maintenance equipment 209 Collision with farm equipment 297 Collision with other non-motorist 298 Collision with other non-fixed object	

# MISSISSIPPI UNIFORM CRASH REPORT VEHICLE INFORMATION

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## COMMERCIAL MOTOR VEHICLE INFORMATION

Motor Vehicle # **2**

### Vehicle Configuration

- |   |   |  |
|---|---|--|
| 000 Not a qualifying vehicle                                      | 300 Single-unit truck (2-axle and GVWR > 10,000 lbs.) | 000 Hazardous Materials placard  |
| 100 Vehicles 10,000 lbs or less placarded for hazardous materials | 301 Single-unit truck (3 or more axles)               | 000 Did not carry hazardous materials <span style="float: right;">999 Unknown</span> |
| 200 Bus/large van (seats 9-15 occupants, including driver)        | 302 Truck pulling trailer(s)                          | 100 Carried hazardous materials with placard   |
| 201 Bus (seats more than 15 occupants, including driver)          | 303 Truck tractor (bobtail)                           | 200 Carried hazardous materials without placard                                      |
|   | 304 Truck tractor/semi-trailer                        |  |
|   | 305 Truck tractor/double                              |  |
|   | 306 Truck tractor/triple                              |  |
|   | 307 Truck more than 10,000 lbs., cannot classify      |  |

### Cargo Body Type

- |                      |                                    |             |
|----------------------|------------------------------------|-------------|
| 000 No cargo body    | 105 Flatbed                        | 970         |
| 100 Bus              | 106 Garbage / refuse               |             |
| 101 Auto transporter | 107 Grain / chips / gravel         |             |
| 102 Cargo tank       | 108 Intermodal container chassis   |             |
| 103 Concrete mixer   | 109 Log                            |             |
| 104 Dump             | 110 Pole trailer                   |             |
|                      | 111 Van / enclosed box             |             |
|                      | 112 Vehicle towing another vehicle |             |
| 970 Not applicable   | 980 Other                          | 999 Unknown |

Hazardous Material ID Not applicable

- ### Hazardous Material Class
- 1 Explosives
  - 2 Gas
  - 3 Flammable liquids
  - 4 Other flammable substances
  - 5 Oxidizing substances and organic peroxides
  - 6 Toxic (poisonous) and infectious substances
  - 7 Radioactive material
  - 8 Corrosives
  - 9 Miscellaneous dangerous goods
- 970 Not applicable  
999 Unknown

### Hazardous Materials Released from Vehicle Cargo Compartment

000 No, hazardous materials not released  
100 Yes, hazardous materials released  
970 Not applicable

### Special Sizing

- 000 No special sizing
- 100 Over-height
- 101 Over-length
- 102 Over-weight
- 103 Over-width
- 999 Unknown

Number of Axles  
 Unknown

Motor Carrier Type

000 Not a motor carrier  
100 Interstate carrier  
101 Intrastate carrier  
102 Not in commerce / government  
980 Not in commerce / other truck or bus

Motor Carrier Identification

100 USDOT number  
101 State number  
970 Not applicable  
999 Unknown/unable to determine

State \_\_\_\_\_

Motor Carrier Address  Unknown

Motor Carrier Name  Unknown

Motor Carrier ID Number

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_

GVWR/GCWR 970 Commodity Hauled \_\_\_\_\_

100 Light (less than 10,000 lbs. GVWR/GCWR)  
101 Medium (10,001 - 26,000 lbs. GVWR/GCWR)  
102 Heavy (greater than 26,000 lbs. GVWR/GCWR)  
970 Not applicable  
999 Unknown

### TRAILER INFORMATION

VIN  Unknown TRAILER # \_\_\_\_\_

Number of Axles  Unknown

Year  Unknown Make  Unknown Model  Unknown

License Plate  Missing

State \_\_\_\_\_  Unknown Number \_\_\_\_\_  Unknown

### TRAILER INFORMATION

VIN  Unknown TRAILER # \_\_\_\_\_

Number of Axles  Unknown

Year  Unknown Make  Unknown Model  Unknown

License Plate  Missing

State \_\_\_\_\_  Unknown Number \_\_\_\_\_  Unknown

### TRAILER INFORMATION

VIN  Unknown TRAILER # \_\_\_\_\_

Number of Axles  Unknown

Year  Unknown Make  Unknown Model  Unknown

License Plate  Missing

State \_\_\_\_\_  Unknown Number \_\_\_\_\_  Unknown



# MISSISSIPPI UNIFORM CRASH REPORT DRIVER INFORMATION

2021066

Rev. 2020-1

Motor Vehicle #  
**2**

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## DRIVER INFORMATION

Name  Unknown  
 Oriente Taylor  
 First Middle Last Suffix  
 Address  Unknown  
 5240 Andover Dr Jackson MS 39209  
 Street City State Postal Code  
 Phone Number  Unknown  
 6013190988  
 Incident Responder  
 000 No 102 Police 000 Date of Birth  Unknown  
 100 EMS 103 Tow operator 990 Other  
 101 Fire 104 Transportation (i.e. maintenance workers, safety service patrol operators, etc.) 999 Unknown  
 11/13/1988  
 Race  
 101 American Indian or Alaska Native  
 102 Black  
 103 White  
 980 Other  
 999 Unknown  
 Ethnicity  
 100 Hispanic  
 101 Other than Hispanic  
 999 Unknown

## DRIVER LICENSE INFORMATION

License Status **100** License Number **800405433** License Class **400** Commercial Driver License Status  
 100 Valid license 000 None 100 Valid  
 000 Not licensed 100 Class A 101 Learner's permit  
 001 Canceled or denied 101 Class B 000 Canceled or denied  
 002 Expired 102 Class C 001 Disqualified 970 Not applicable  
 003 Revoked 200 Light commercial/taxi/chauffeur (MS class D) 002 Expired  
 004 Suspended 300 Motorcycle only (class M, non-MS only) 003 Revoked  
 999 Unknown 400 Regular driver license class (MS classes R, T, P, and Y) 004 Suspended  
 970 Not applicable 970 Not applicable 008 Other (not valid)

Endorsements on License  
 000 None/not applicable  
 100 H - Hazardous materials  
 101 N - Tank vehicle  
 102 P - Passenger  
 103 S - School  
 104 T - Double/triple trailers  
 105 X - Combination of tank vehicle and hazardous materials  
 980 Other non-commercial license endorsements (e.g., motorcycle, etc.)  
 999 Unknown  
 Endorsement Compliance **000**  
 000 No endorsements required for the vehicle  
 100 Endorsements required, complied with  
 101 Endorsements required, not complied with  
 199 Endorsements required, compliance unknown  
 999 Unknown if endorsements required  
 Restrictions on License  
 None  
 Alcohol Interlock Presence  
 000 No 970 Not applicable  
 100 Yes 999 Unknown

## DRIVER SEATING AND SAFETY INFORMATION

Seating Position **100** Restraint Systems Used **101**  
**Standard Vehicle Seats**  

Front				
Row	Left	Middle	Right	Unk
1	100	101	102	199
2	200	201	202	299
3	300	301	302	399
4	400	401	402	499
Oth	500	501	502	599
Unk	600	601	602	699

**Other Seating Positions**  
 700 Unenclosed cargo area  
 701 Riding on motor vehicle exterior (non-trailing unit)  
 800 Trailing unit  
 801 Sleeper section of cab (truck)  
 898 Other enclosed cargo area  
 970 Not applicable  
 999 Unknown  
**Restraint Systems Used**  
 100 None used - motor vehicle occupant  
 101 Booster seat  
 102 Child restraint system - forward facing  
 103 Child restraint system - rear facing  
 104 Child restraint - type unknown  
 105 Lap belt only used  
 106 Shoulder and lap belt used  
 107 Shoulder belt only used  
 108 Stretcher  
 109 Wheelchair  
 199 Restraint used - type unknown  
 200 No helmet  
 201 DOT-compliant motorcycle helmet  
 202 Not DOT-compliant motorcycle helmet  
 299 Unknown if DOT-compliant motorcycle helmet  
 970 Not applicable  
 980 Other  
 999 Unknown  
 Used Improperly? **999**  
 000 No  
 100 Yes  
 999 Unknown  
 Air Bags Deployed  
 000 Not deployed  970 Not applicable  
 100 Front  999 Deployment unknown  
 101 Side  
 102 Curtain  
 103 Other (knee, air belt, etc.)  
 Ejection **000** Extrication **000**  
 000 Not ejected  
 100 Ejected, partially  
 101 Ejected, totally  
 970 Not applicable  
 999 Unknown  
 000 No  
 100 Yes

# MISSISSIPPI UNIFORM CRASH REPORT DRIVER INFORMATION

202106

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Motor Vehicle # **2**

**Injury Status**  
 100 (K) Fatal Injury  
 101 (A) Suspected Serious Injury  
 102 (B) Suspected Minor Injury  
 103 (C) Possible Injury  
 104 (O) No Apparent Injury

**Type of Medical Transportation**  
 000 Not transported  
 100 EMS air  
 101 EMS ground  
 200 Law enforcement  
 990 Other  
 999 Unknown

### MEDICAL INFORMATION

**EMS Response Agency**  
 Not applicable

**EMS Response Run #**  Unknown

**Facility Receiving Patient**  
 Not applicable

### DRIVER CONDITION AND CIRCUMSTANCES

**Conditions at Time of Crash**  
 000 Apparently normal  
 100 Asleep or fatigued  
 101 Emotional (depressed, angry, disturbed, etc.)  
 102 Ill (sick), fainted  
 103 Physically impaired  
 104 Under the influence of medications/drugs/alcohol  
 970 Not applicable  
 980 Other  
 999 Unknown

**999 Distracted By**  
 000 Not distracted  
 100 Talking / listening  
 101 Manually operating a device (e.g., texting, dialing, playing game, etc.)  
 980 Other  
 999 Unknown

**000 Distraction Source**  
 100 Hands-free mobile phone  
 101 Hand-held mobile phone  
 102 Vehicle-integrated device  
 198 Other electronic device  
 200 Passenger or other non-motorist  
 201 External to vehicle/non-motorist area  
 298 Other  
 970 Not applicable  
 999 Unknown

**970 Speeding Related**  
 000 No  
 100 Exceeded speed limit  
 101 Racing  
 102 Too fast for conditions  
 999 Unknown

**Suspected Alcohol Usage**  
 000 No  
 100 Yes  
 999 Unknown

**000 Test Status**  
 000 Test not given  
 001 Test refused  
 100 Test given  
 999 Unknown if tested

**000 Alcohol Test Type**  
 100 Blood  
 101 Blood clot  
 102 Blood plasma/serum

200 Breath  
 201 Preliminary breath test (PBT)

300 Urine  
 301 Vitreous

970 Not applicable  
 980 Other

**970 Alcohol Test Results**  
 000 Results pending  
 001 Negative results with no actual value  
 100 Results received  
 101 Positive results with no actual value  
 970 Not applicable  
 999 Unknown

**970 BAC**

**Suspected Drug Usage**  
 000 No  
 100 Yes  
 999 Unknown

**100 Test Status**  
 000 Test not given  
 001 Test refused  
 100 Test given  
 998 Unknown if tested

**100 Drug Test Type**  
 100 Blood  
 101 Urine  
 102 Both blood and urine  
 103 Saliva  
 198 Other

970 Not applicable  
 999 Unknown

**970 Drug Test Results**  
 Unknown

### Driver Actions at Time of Crash

000 No contributing action  
 100 Disregard other road markings  
 101 Disregard other traffic signs  
 102 Failed to keep in proper lane  
 103 Failed to yield right-of-way  
 104 Followed too closely  
 105 Improper backing  
 106 Improper passing  
 107 Improper turn  
 108 Operated motor vehicle in inattentive, careless, negligent, or erratic manner  
 109 Operated motor vehicle in reckless or aggressive manner  
 110 Over-correcting or over-steering  
 111 Ran off roadway  
 112 Ran red light  
 113 Ran stop sign  
 114 Swerved or avoided due to wind, slippery surface, motor vehicle, object, non-motorist in roadway, etc.  
 115 Wrong side or wrong way  
 980 Other contributing action  
 999 Unknown

### DRIVER ACTIONS

**999 Avoidance Maneuver**  
 000 No avoidance maneuver  
 100 Accelerating  
 101 Accelerating and steering left  
 102 Accelerating and steering right  
 103 Braking and steering left  
 104 Braking and steering right  
 105 Braking (lockup)  
 106 Braking (no lockup)  
 107 Braking (lockup unknown)  
 108 Releasing brakes  
 109 Steering left  
 110 Steering right  
 980 Other  
 999 Unknown

### CITATIONS

MISSISSIPPI UNIFORM CRASH REPORT  
DIAGRAM

2021066

Scene #

1

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Agency #

2504

Case #

2021120355

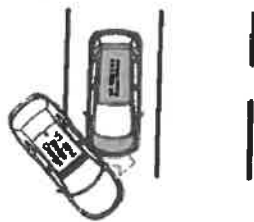
Page

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of

CRASH DIAGRAM

COOL PAPA BELL DRIVE



Not To Scale

Lakeland Dr



MISSISSIPPI UNIFORM CRASH REPORT  
NARRATIVE

202106

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CRASH NARRATIVE

Vehicle 1 was attempting to stop Vehicle 2 on Cool Papa Bell, when vehicle 2 made contact with drivers side door of vehicle 1



MISSISSIPPI UNIFORM CRASH REPORT  
DIAGRAM

202106

Scene #  
1

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CRASH DIAGRAM

COOL PAPA BELL DRIVE

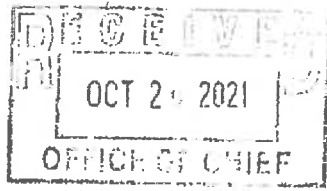


Not To Scale

Lakeland Dr



EMAXX 10/25/21



Jackson Police Department

327 East Pascagoula Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

Wade Read & Associates  
C/O JPD

# MEMORANDUM

**TO:** James E. Davis, Chief of Police *JED 10/26/21*

**VIA:** Joseph Wade, Assistant Chief of Police *JW 10-26-21 (Forward)*

**FROM:** Deputy Chief Tiny T. Harris, Patrol Operations *T.H. 10/25/21*

**DATE:** Monday, October 25, 2021

**RE:** D.A.R.T. Officer Anthony Johnson IBM 2026 MVA 2021-00120355

On Monday, October 25, 2021, I received the attached Motor Vehicle Accident on *D.A.R.T. Officer Anthony Johnson.*

According to the attached documentation, On Wednesday, October 20, 2021, at 1539 hours, Corporal George Fields and Officer Anthony Johnson were flagged down by a female in the parking lot of 1200 Lakeland Drive (Smith Wills Stadium). The female identified as Rashonda Littleton stated that a black male tried to assault her at this location by attempting to pull her out of her parked vehicle. A description was given to the officers who then initiated a traffic stop on the suspect vehicle on Cool Papa Bell Road at Lakeland Drive. Corporal Fields positioned his vehicle directly behind the suspect's vehicle and Officer Johnson's car was on the passenger side, in front of the suspect's vehicle. The officers gave the suspect several commands to turn his car off but the suspect failed to comply. The suspect identified as Oriente Taylor, then drove directly into Officer Anthony Johnson's vehicle causing minor damage to the driver side front door of PC 1765.

After reviewing the attached documentation, I concur with Interim Commander Barry Hale, that this accident was non-preventable. However, *Officer Anthony Johnson* failed to activate his department issued Body Camera per *JPD General Orders 400-15 Audio/Video Recording Systems MVR/BWC Use of the Body Worn Camera*- which states:

*The BWC shall also be activated to record during all field contacts involving actual or potential violations of law to include:*

- o Traffic Stops
- o Suspicious vehicles or person
- o Arrests
- o Voluntary contacts of an investigative nature

RECEIVED  
NOV 02 2021  
RISK MANAGEMENT ✓

**1. Disturbances or Disorders**

**2. Once activated, the MVR/BWC systems shall remain on until the incident concludes or no further law enforcement action is likely to occur.**

**Therefore, disciplinary action is warranted.**

**Attachments**





327 East Pascagoula Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

Jackson Police Department

## MEMORANDUM

**TO:** Tiny Harris, Deputy Chief of Patrol Operations  
**FROM:** Barry Hale, Commander, Special Operations  
**DATE:** Saturday, October 23, 2021  
**RE:** Officer Anthony Johnson Accident (PC # 1765)

On October 20, 2021, Officer Anthony Johnson # 2026 called and advised me that he had been involved in an accident on Lakeland Drive and Cool Papa Bell Road at the entrance. Sergeant Lincoln Lampley arrived on scene a short time later and advised me that Corporal George Fields and Officer Anthony Johnson had been flagged down in the parking lot of 1200 Lakeland Drive (Smith Wills Stadium) by complainant Rashonda Littleton. Mrs. Littleton advised officers that a black male using sexually explicit language attempted to pull her from her vehicle while stationary near her work tent. Once the complainant observed the officers she drove over to them to advise them what had just taken place.

Both officers observed the suspect vehicle (blue Ford Crown Victoria) leaving the area while speaking with the complainant. At this time Corporal Fields initiated a traffic stop near Lakeland Drive and Cool Papa Bell Road. Officer Johnson placed his vehicle in front of the suspects' vehicle at an angle in an attempt to keep the vehicle from fleeing into oncoming heavy traffic. The suspect was given several loud verbal commands to turn the vehicle off at which time he failed to comply. The suspect then laid down across the front seat and drove into the side of PC # 1765 causing Officer Johnson to jump out of the way. The accident only caused minor damage and the vehicle was drivable after the accident. The suspect Oriente Taylor was eventually taken into custody after being tazed and a brief struggle with officers.

Officer Anthony Johnson was not inside the vehicle when the accident occurred so no alcohol/drug analysis was required. No officers were injured and the suspect was checked out by AMR on scene and then transported to the city holding facility with multiple charges.

After further review of the accident, I concur with Sergeant Lincoln Lampley's opinion that the accident involving PC # 1765 was **non-preventable** and therefore **no disciplinary action** is warranted.





However, Officer Jonson is in violation of JPD General Order 400-15 for failure to activate his Body Camera. Therefore, disciplinary action is warranted.

**General Orders 400-15 Audio/Video Recording Systems MVR/BWC Use of the Body Worn Camera:**

*The BWC shall also be activated when responding to the following calls for service:*

- 1. Disturbances or Disorders*
- 2. Once activated, the MVR/BWC systems shall remain on until the incident concludes or no further law enforcement action is likely to occur.*





## Memorandum

To: Barry Hale *R. H. 1012-11-1*  
Commander, Special Events Division

From: Lincoln Lampley *L. L. 2065 10-20-21*  
Sergeant, Vice & Narcotics Unit

Date: October 20, 2021

Re: Case Number 2021-120355

On October 20, 2021 I, Sergeant L. Lampley 2065 was contacted by Corporal George Fields 1774 and Officer Anthony Johnson 2026. They advised me they were flagged down in the parking lot of 1200 Lakeland Dr. (Smith Will Stadium) by a female driving a white Dodge Charger. Corporal Fields and Officer Johnson advised the female stated she was assaulted by an unknown black male on the parking lot. They advised the female gave a description of the male, whom was attempting to flee the area in a vehicle. At this time both officers initiated a vehicle traffic stop of this vehicle. The vehicle was driven by an Oriente Taylor.

I was advised Taylor refused to comply with either officers' lawful orders at the time of the traffic stop. I was advised Taylor stopped his vehicle momentarily then placed it in drive and purposely struck Officer Johnson patrol vehicle on the front driver side door. Officer Johnson was then able to enter the vehicle from the front passenger side and place the vehicle in park to prevent further damage. Taylor then exited the window of the vehicle and attempted to flee on foot. Taylor was given loud and clear lawful commands to stop. Taylor refused and Corporal Fields was forced to deploy his department issued taser.

Taylor was then placed under arrest. He was charged with simple assault, failure to obey a police officer, DUI 2<sup>nd</sup> offense, and violation of city ordinance. AMR was contacted and arrived on scene shortly. Taylor's condition was accessed by paramedics and the taser prongs were removed. Taylor did not suffer any injuries during this incident. He was transported to JPD city holding facility where he was detained. With these facts and the circumstance described above in mind I, Sergeant L. Lampley deem Officer Johnson and Corporal Fields action more than justified and within policy and procedure, therefore no disciplinary action is suggested.

✓

# MEMO

To: L Lampley IBM #2065 *L.L. 1-20-21*  
Sergeant, Vice & Narcotics

From: Anthony N. Johnson IBM #2026 *ANJ*  
Officer, DART UNIT

Date: October 20, 2021

Re: Incident Regarding Case # 2021-120355

On Wednesday October 20, 2021 at approximately 1539 hours, I Officer A. Johnson #2026 and Officer G. Fields #1774 were posted stationary in the Smith Wills parking lot when a black female drove up to our location and stated a black male in a blue in color Ford Crown Victoria and attempted to force her out of the vehicle by pulling on her arm and front of her shirt and stated "I know that pussy wet" "I bet that pussy wet". The complainant was able to drive away to our location and reported the crime. At this time, I observed the vehicle attempting to leave the parking lot. At this time, I made contact with the vehicle and placed my vehicle facing south at an angle to avoid the subject driving into oncoming traffic on Lakeland Dr. After advising the subject numerous times to place the vehicle in park and shut the vehicle off the driver then put the vehicle drive laid back and purposely hit the gas and drove into the driver side door of PC 1765. I then gained access to the passenger side door and placed the vehicle in reverse and then in park.

The subject attempted to jump out of the window of his vehicle and once out of the vehicle refused to comply and lay down on the ground. Officer G. Fields #1774 then deployed his taser but the subject still failed follow commands that were given to him. After deploying his taser again the subject finally complied and laid down on the ground. The subject admitted to smoking "wet" an hour before this incident occurred. The subject was transported to the City Adult Holding Facility and charged with Simple Assault, Failure to Obey a Police Officer, DUI 2<sup>nd</sup>, and Violation of City Ordinance (Patrol Car)

Respectfully Submitted

*Anthony N. Johnson*

Anthony N. Johnson *ANJ*



**City of Jackson Mississippi**  
**Employee Accident Listing**

**EMPNO** 102384 **NAME:** JOHNSON, ANTHONY **ADDRESS:** 955 STUART STREET  
**SSN:** 058645605 **PHONE** (601) 291-8701 **CITY:** JACKSON

MS

**OCC-CODE:** 0099001 **DETENTION OFFICER** **SEX M** **RACE B** **HIRE DATE**  
**DEPT NAME:** POLICE DEPARTMENT **ADULT DETENTION** **BIRTH:** 1/30/1966 **1/18/2011**

DATE	TIME	Type of Accident	Ruling	Dept Description	Action
12/9/201	7:46	COLLISION / VEHICLE BEHIND		44243 V1 HIT V2 FROM BEHIND	
			Preventable		SEE FILE
12/26/20	17:10	COLLISION / VEHICLE BEHIND		44244 FRONT BUMPER	
			Preventable		INCOMPLETE
8/27/201	15:30	VEHICLE ON EMERGENCY RUN		44240 V1 STRUCK V2 (BOTH CITY VEHS)	
			Preventable		INCOMPLETE
5/18/201	13:20	LOSS OF CONTROL		44221 LOSS CONTROL OF VEH	
			Preventable		SUSPENSION
3/28/201	4:24	COLLISION / FIXED OBJECT		44221 COLLISION/ FIXED OBJECT (CURB)	
			Preventable		INCOMPLETE
8/7/2014	15:29	COLLISION / INTERSECTION		44221 V1 (CITY VEH) STRUCK V2	
			Preventable		WRITTEN REPRIMAND
11/26/20	19:25	BACKING ACCIDENT		44221 V1 (CITY VEH) STRUCK BY V2	
			Non Preventable		NONE

**Total Accidents for Employee : 7**

PROGRESSIVE  
PO BOX 2930  
CLINTON, IA 52733-2930

**PROGRESSIVE**

CITY OF JACKSON  
ATTN: RISK MANAGEMENT DIVISION  
PO BOX 17  
JACKSON, MS 39205-0017

**RECEIVED**

AUG 05 2022

RISK MANAGEMENT

DRAFT NUMBER: 2044794689

AMOUNT:

\$\*\*\*\*\*1,725.50

ISSUE DATE: July 25, 2022

7865

Form 2721 (06/15)

KEEP THIS TOP PORTION FOR YOUR RECORDS



**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-28 (WARDS 1 & 2)**

OFFICE OF THE CITY ATTORNEY  
8-26-2022  
LSJ

**WHEREAS**, the Hinds County Board of Supervisors intends to (1) Pave Quail Run Road at a cost not to exceed \$40,000.00 to be paid from American Rescue Plan Funds (Ward 1); and (2) Pave Lake Forest Drive at a cost not to exceed \$50,000.00 to be paid from American Rescue Plan Funds (Ward 2); and

**WHEREAS**, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

**WHEREAS**, the Department of Public Works has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to (1) Pave Quail Run Road at a cost not to exceed \$40,000.00 to be paid from American Rescue Plan Funds (Ward 1); and (2) Pave Lake Forest Drive at a cost not to exceed \$50,000.00 to be paid from American Rescue Plan Funds (Ward 2).

Agenda Item No: 32  
Agenda Date August 30, 2022  
(C.Martin, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** August 25, 2022  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-28 (WARDS 1 &amp; 2)</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Live
3.	<b>Who will be affected</b>	Drivers on Quail Run Road and Lake Forest Drive
4.	<b>Benefits</b>	Smoother, safer travel
5.	<b>Schedule (beginning date)</b>	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	• Wards 1 & 2
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Hinds County Board of Supervisors and Department of Public Works
8.	<b>COST</b>	• N/A
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	• N/A
10.	<b>EBO participation</b>	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 ___





**City of Jackson  
Office of the City Attorney**

**To: Chokwe Antar Lumumba, Mayor**

**From: Torri Martin, City Attorney**

**Council Agenda Item Briefing Memo**

**Agenda Item:** **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-28 (WARDS 1 & 2)**

**Item #:**

**Council Meeting:**

**Purpose:**

Special Council Meeting, August 30, 2022

To Authorize Hinds County to (1) Pave Quail Run Road at a cost not to exceed \$40,000.00 to be paid from American Rescue Plan Funds (Ward 1); and (2) Pave Lake Forest Drive at a cost not to exceed \$50,000.00 to be paid from American Rescue Plan Funds (Ward 2)

**Cost:**

**Funding Source:**

N/A

Hinds County

**Background:**

This Interlocal Agreement with Hinds County will allow the County to (1) Pave Quail Run Road at a cost not to exceed \$40,000.00 to be paid from American Rescue Plan Funds (Ward 1); and (2) Pave Lake Forest Drive at a cost not to exceed \$50,000.00 to be paid from American Rescue Plan Funds (Ward 2).

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these improvements following the completion of the project.

Please let me know if you have any questions.

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  
8/26/22

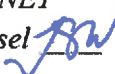
## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-28 (WARDS 1 & 2)** is legally sufficient for placement in NOVUS Agenda.



Cateria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel* 

8/26/22  
DATE

**INTERLOCAL COOPERATION AGREEMENT**

**HINDS COUNTY, MISSISSIPPI**

**AND**

**CITY OF JACKSON, MISSISSIPPI**

*In re: Public Infrastructure Projects 2022-28*

**THIS INTERLOCAL AGREEMENT** (the "Agreement") is made and entered into on the dates shown at the end of this document by and between **HINDS COUNTY, MISSISSIPPI** (the "County"), a body politic and political subdivision of the State of Mississippi and the **CITY OF JACKSON, MISSISSIPPI** (the "City"), a municipal corporation, pursuant to and in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, *et seq.* of the Mississippi Code of 1972, as amended (the "Act"), and other applicable law.

**WITNESSETH:**

**WHEREAS**, the County and the City believe it is in their best interest to improve and maintain the public infrastructure within the City which is also within the boundaries of the County.

**IN CONSIDERATION** of the mutual benefits described herein, the parties agree as follows:

**I. PURPOSE AND GENERAL PROVISIONS**

**A. AGREEMENT.** This Agreement is entered into pursuant to and in accordance with the authorization of the Act found at Section 17-13-1 *et seq.* of the Mississippi Code of 1972, as it now appears or is hereafter amended, and all provisions set forth in the Act are incorporated herein and made a part hereof as if fully set forth in words and figures, it being the intent of the parties to

this Agreement that such authority as is granted by the Act shall be exercisable by the parties to enable them to accomplish the scope of work in Subsection B. Scope, Participation and Financing.

**B. SCOPE, PARTICIPATION AND FINANCING.** The nature and scope of the project(s) contemplated by this Agreement is paving the following roads, streets and any associated bridges in the City and County to provide benefit to all citizens:

*Approved by the Hinds County Board of Supervisors on April 4, 2022*

**District 1**

- 1. Pave Quail Run Road at an amount not to exceed \$40,000.00, to be paid from American Rescue Plan Funds.*
- 2. Pave Lake Forest Drive at an amount not to exceed \$50,000.00, to be paid from American Rescue Plan Funds.*

Public infrastructure improvements supported by this project may include, but not necessarily be limited to, purchase of equipment, sidewalks, paving and striping of roadways, rehabilitation of curbs and gutters, and landscaping of rights-of-way on those streets and roads where the County will undertake the work. The County shall be responsible for all construction costs and materials, milling if necessary, manhole cover riser rings, water valve cover riser rings, and center line and edge line striping as deemed necessary by its Department of Public Works. The County shall also recut the loop or install alternative detection at existing traffic signals.

All labor will be completed by, and under the direction and supervision of, the County or its designees. At its discretion, the County may select an outside/contract vendor and provide project management services.

This Agreement provides that the County will provide funding not to exceed the above-referenced estimated amounts from the Series 2017 Bond and American Rescue Plan Funds or other applicable sources to fund and complete this project. The City will provide ongoing

maintenance for the above-referenced roads after the completion of the project.

**C. AUTHORITY.** The specific authority under which the County and the City may exercise the powers necessary to fulfill the terms of this Agreement is found, respectively, in Article 6, Section 170, Mississippi Constitution of 1890 and Sections 17-13-1, et. seq., 19-3-41, and 21-37-3 of the Mississippi Code of 1972, as amended.

**D. PUBLIC BENEFIT.** It is acknowledged that each of the parties has formally considered this matter and has determined that it is in the public interest that they participate and cooperate in this project, and that substantial benefits are anticipated to inure to citizens of the County and the City by virtue of the project.

**E. SIGNAGE.** The parties agree that either the County or the City, to the extent either contributes funding, may install signage at the location specified in Subsection B. Scope, recognizing it as the sponsor for the work performed under this Agreement. Location and specifications for the respective signage, if any, shall be left to the discretion of the County and the City.

## **II. AMENDMENTS OR TERMINATION**

Either party may terminate this agreement without recourse, upon sixty (60) calendar days' written notice to the other party, with such action taken by resolution in the same procedural manner as required in the instance of the adoption of this Agreement.

## **III. ADMINISTRATION**

The County Administrator and the City Chief Administrative Officer shall serve as the project administrators responsible for ensuring that there is full compliance with the terms of this Agreement.

#### **IV. DURATION**

This Agreement shall be in full force and effect from the effective date as explained in Section V. Enforceability, below and shall continue in effect until such time as the parties acknowledge, through the project administrators described in Section III, that the activities contemplated by this Agreement are complete.

#### **V. ENFORCEABILITY**

**A. APPROVAL.** The parties understand that, as a condition precedent to this Agreement being enforceable, this Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and that this Agreement shall not be enforced unless:

1. Approved by the Attorney General, or until,
2. Sixty (60) days has passed since its submission and the Attorney General has failed to disapprove same, in which event the Agreement shall be considered approved and enforceable.

Upon the City's return of the executed Agreement, the Office of the Hinds County Board Attorney will submit the Agreement to the Attorney General.

**B. FILING.** Upon approval by the Attorney General, or the passage of sixty (60) days after submission without disapproval, copies of this Agreement shall be filed with the Chancery Clerk of Hinds County and the Mississippi Secretary of State. In accordance with the terms of the Act, the Agreement will not be deemed in force until proof of filing of the Agreement has been received from the Chancery Clerk of Hinds County and the Mississippi Secretary of State. The Office of the Hinds County Board Attorney shall be responsible for filing the Agreement and for notifying the project administrators that the Agreement is properly in force. A copy of the Agreement will also be forwarded to the Clerk of the City for recordkeeping purposes.

**C. PARTIAL ENFORCEABILITY.** If any provision of this Agreement or any portion thereof is determined to be unenforceable or invalid by the decision of any court of competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the entire Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

**D. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

This, the 7<sup>th</sup> day of July, 2022.

HINDS COUNTY, MISSISSIPPI

CredeLL Calhoun  
CREDELL CALHOUN, President 2RB  
Hinds County Board of Supervisors

ATTEST: Clerk of the Board  
HINDS COUNTY, MISSISSIPPI

Eddie Jean Carr  
EDDIE JEAN CARR, Chancery Clerk

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CREDELL CALHOUN and EDDIE JEAN CARR to me known, who acknowledge that they are the President of the Hinds County Board of Supervisors and Hinds County Chancery Clerk, respectively, and that for and on behalf of Hinds County, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized to do so in its minutes on April 4, 2022.

IN WITNESS WHEREOF, on this 20<sup>th</sup> day of July, 2022.



Vicki C. Lowers  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

May 3, 2025



This, the \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF JACKSON, MISSISSIPPI

\_\_\_\_\_  
CHOKWE ANTAR LUMUMBA, Mayor

ATTEST:  
CITY OF JACKSON, MISSISSIPPI

\_\_\_\_\_  
ANGELA HARRIS, City Clerk

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CHOKWE ANTAR LUMUMBA and ANGELA HARRIS, to me known, who acknowledge that they are the Mayor and City Clerk, respectively, of the City of Jackson, Mississippi, and that for and on behalf of the City of Jackson, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized so to do in its Minutes dated \_\_\_\_\_.

IN WITNESS WHEREOF, on this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
\_\_\_\_\_

April 4, 2022

*UPON A motion of Credell Calhoun and a second by Bobby McGowan, David Archie voting aye, Vern Gavin voting aye, Robert Graham voting aye, it was*

***RESOLVED to approve and authorize the requisitions from the Election Commission be processed.***

*Election Commission – Update on Siwell Middle School Precinct*

*Election Commissioner Horton updated the Board on the use of Siwell Middle School for Elections. She stated she hoped to have this finalized after the Jackson Public School Board meets on tomorrow.*

*Election Commission – Move Precinct 59 from J R Lynch Fire Station to Word of Christ Ministry International*

*UPON A motion of Credell Calhoun and a second by Vern Gavin, David Archie voting aye, Robert Graham voting aye, Bobby McGowan voting aye, it was*

***RESOLVED to approve a Board Order Relocating Precinct 59 from the J R Lynch Street Fire Station to the Word of Christ Ministry International located at 2603 J R Lynch Street. Document affixed hereto and incorporated herein.***

*Election Commission – Request to Register Precinct 54, CDC with Secretary of State*

*UPON A motion of Credell Calhoun and a second by David Archie, Vern Gavin voting aye, Robert Graham voting aye, Bobby McGowan voting aye, it was*

***RESOLVED to approve Registering Precinct 54, Jackson Public School Career Development Center (CDC) with the Secretary of State.***

***JUSTICE COURT***

*Request for Computers for Justice Court Judges*

*UPON A motion of David Archie and a second by Credell Calhoun, Vern Gavin voting aye, Robert Graham voting aye, Bobby McGowan voting aye, it was*

***RESOLVED to approve allocating Five Computers to Justice Court Judges from the current computer inventory stock.***

*UPON A motion of David Archie and a second by Credell Calhoun, Vern Gavin absent not voting, Robert Graham voting aye, Bobby McGowan voting aye, it was*

***RESOLVED to approve the Purchasing a Laptop Computer for Justice Court Judge Kenneth Lewis, authorize access to DocuSign, and to change nameplate on the door and telephone immediately.***

***AMERICAN RESCUE PLAN ACT / INTERLOCAL AGREEMENTS / ROADS***

*Approve Entering into Interlocal Agreement with Jackson to Pave Quail Run Drive*

*UPON A motion of Robert Graham and a second by David Archie, Credell Calhoun voting aye, Vern Gavin voting aye, Bobby McGowan voting aye, it was*

April 4, 2022

**RESOLVED to approve entering into and Interlocal Agreement with the City of Jackson to pave Quail Run Drive at a cost of Forty Thousand Dollars to be paid from the American Rescue Plan Funds set aside for Road Improvements. Work to be completed by Public Works or Private Contractor.**

Approve Entering into Interlocal Agreement with Jackson to Pave North Hampton Drive

UPON A motion of Robert Graham and a second by David Archie, Credell Calhoun voting aye, Vern Gavin voting aye, Bobby McGowan voting aye, it was

**RESOLVED to approve entering into and Interlocal Agreement with the City of Jackson to pave North Hampton Drive at a cost of Sixty-Three Thousand Three Hundred Twenty-One Dollars to be paid from the American Rescue Plan Funds set aside for Road Improvements. Work to be completed by Public Works or Private Contractor.**

Approve Entering into Interlocal Agreement with Jackson to Pave Lake Forest Drive

UPON A motion of Robert Graham and a second by David Archie, Credell Calhoun voting aye, Vern Gavin voting aye, Bobby McGowan voting aye, it was

**RESOLVED to approve entering into and Interlocal Agreement with the City of Jackson to pave Lake Forest Drive at a cost of Fifty Thousand Dollars to be paid from the American Rescue Plan Funds set aside for Road Improvements. Work to be completed by Public Works or Private Contractor.**

**PUBLIC WORKS / SERIES 2017 PHASE II ROAD IMPROVEMENTS**

Approve Entering into Interlocal Agreement with Jackson to Pave Lake Glen Drive

UPON A motion of Robert Graham and a second by David Archie, Credell Calhoun voting aye, Vern Gavin voting aye, Bobby McGowan voting aye, it was

**RESOLVED to approve entering into and Interlocal Agreement with the City of Jackson to pave Lake Glen Drive at a cost of Fifty Thousand Dollars to be paid from the Series 2017 Bond allocation. Work to be completed by Public Works or Private Contractor.**

**AMERICAN RESCUE PLAN ACT / INTERLOCAL AGREEMENTS / ROADS**

Approve Entering into Interlocal Agreement with Jackson to Pave River Road

UPON A motion of Robert Graham and a second by David Archie, Credell Calhoun voting aye, Vern Gavin voting aye, Bobby McGowan voting aye, it was

**RESOLVED to approve entering into and Interlocal Agreement with the City of Jackson to pave River Road at a cost of Thirty Seven Thousand Six Hundred Eighty-Seven Dollars to be paid from the American Rescue Plan Funds set aside for Road Improvements. Work to be completed by Public Works or Private Contractor.**

Approve Entering into Interlocal Agreement with Jackson to Pave Meadowbrook Road

UPON A motion of Robert Graham and a second by David Archie, Credell Calhoun voting aye, Vern Gavin voting aye, Bobby McGowan voting aye, it was

ADJOURNMENT

UPON A motion of Vern Gavin and a second by David Archie, Credell Calhoun voting aye, Robert Graham absent not voting, Bobby McGowan absent not voting, it was

**RESOLVED** to adjourn until April 18, 2022, Board of Supervisors' Room, Chancery Court Building, Jackson, MS. Whereupon the meeting adjourned at approximately 1:39 P.M. Notice is hereby given that the meeting to be held on April 18, 2022, is a Special Meeting of the Board.

HINDS COUNTY BOARD OF SUPERVISORS

Credell Calhoun  
Credell Calhoun, Board President

Attest:  
Eddie Jean Carr, Chancery Clerk

By: John F. Snell D.C.



**ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN KELLYE UPSHAW vs. CITY OF JACKSON, CAUSE NO.: 20-720, IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT**

**WHEREAS**, on November 16, 2020, a Complaint was filed naming the City of Jackson, Mississippi, as a Defendant, in the Circuit Court of Hinds County, Mississippi, First Judicial District, Cause No. 20-720; and

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

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

**WHEREAS**, the Office of the City attorney advises that Plaintiff and its counsel are willing to accept settlement in a reasonable amount to fully release all claims against the City of Jackson; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City of Jackson to resolve all issues and claims against all parties and pay said settlement; and

**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 *Kellye Upshaw vs. City of Jackson*, Cause No.: 20-720; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiff and its Counsel, as full and final settlement of this matter.

**APPROVED FOR AGENDA:**

	<b>INITIALS:</b>	<b>DATE:</b>
<b>FINANCE</b>	_____	_____
Budgeted: ___yes___no	<b>Acct # 001519306414</b>	
<b>LEGAL</b>	_____	_____
<b>CAO</b>	_____	_____
<b>MAYOR'S OFFICE</b>	_____	_____

Agenda Item No. 33  
Agenda Date August 30, 2022  
(C.Martin, Lumumba)

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

## OFFICE OF THE CITY ATTORNEY

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**ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN KELLYE UPSHAW vs. CITY OF JACKSON, CAUSE NO.: 20- 720, IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT** is legally sufficient for placement in NOVUS Agenda.



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Catoria Martin, City Attorney

8/18/22

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DATE

**ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.**

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

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

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

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

**WHEREAS**, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022 and July 19, 2022 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

**WHEREAS**, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

**IT IS THEREFORE HEREBY ORDERED** that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended.

Agenda Item No. 34  
Agenda Date August 30, 2022  
(Jackson City Council)





**ORDER APPOINTING ERIC WALL DEPUTY CLERK OF COUNCIL ON A PART-TIME BASIS.**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

**WHEREAS**, after evaluating his qualifications and experience, the governing authorities for the City of Jackson have determined that *Eric Wall* is a suitable person to serve as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that *Eric Wall* shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on August 30, 2022.

**IT IS HEREBY ORDERED** that the compensation to be paid *Eric Wall* upon commencement of his service as Deputy Clerk of the Council shall be \$15.23 per hour at a maximum of 20 hours per week or \$15,838.16 annually excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that *Eric Wall* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Eric Wall* as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Eric Wall* as Deputy Clerk of the Council.

**Agenda Item: 35**  
**Date August 30, 2022**  
**By: JACKSON CITY COUNCIL**



OFFICE OF THE CITY ATTORNEY  
8/19/2022

**AMENDED ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, AND BEN WIGGINS REMODELING, FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT FUNDS, HEALTHY HOMES SUPPLEMENTAL FUNDS (HHSF), AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES**

**WHEREAS**, by Council Order dated July 19, 2022, found at Minute Book 6-V, the Mayor was authorized to execute a contract between the City of Jackson and Ben Wiggins Remodeling for the use of Lead Based Paint Hazard Control (LBPHC) Grant Funds, Healthy Homes Supplemental Funds (HHSF), And Community Development Block Grant (CDBG) funds to implement Lead Safe Jackson Housing Program activities on two (2) qualifying units and to commence work; and

**WHEREAS**, Ben Wiggins Remodeling was the lowest and best bidder for the rehabilitation of two (2) units on the list of homes scheduled to receive limited housing repair activities and will be required to enter into HUD approved contract agreements with the City of Jackson to perform Limited Housing Rehabilitation activities for low to moderate income households; and

**WHEREAS**, the City awarded a contract to Ben Wiggins Remodeling to perform limited housing repair activities subject to completion and acceptance of the appropriate environmental evaluations; and

**WHEREAS**, Ben Wiggins Remodeling submitted a bid and was awarded the contract to commence work on 1824 East Drive & 923 Alta Vista Blvd. as shown in the acceptance of bid documentation and by scribblers' error, 1834 East St. & 902 Alta Vista Blvd. was listed as the two (2) units in need of repair instead of 1824 East Drive & 923 Alta Vista Blvd. in the previous July 19, 2022 council order; and

**IT, IS THEREFORE, ORDERED** that the City Council of the City of Jackson hereby amends the prior Order approved on July 19, 2022 and found at Minute Book 6-V, and ratifies the Mayor's execution of any and all documents necessary to enter into an Agreement with Ben Wiggins Remodeling for the use of Lead Based Paint Hazard Control (LBPHC) Grant Funds, Healthy Homes Supplemental Funds (HHSF), And Community Development Block Grant (CDBG) funds to implement Lead Safe Jackson Housing Program funds for the rehabilitation of 1824 East Drive and 923 Alta Vista Blvd. and that the properties chart be amended to reflect the correct addresses that were bid on, and award contract accordingly. The contractor, bid amount, and unit addresses are as follows:

Ben Wiggins Remodeling	1824 East Drive	\$51,000.00
Ben Wiggins Remodeling	923 Alta Vista Blvd.	\$50,000.00

Agenda Item No. 36  
Agenda Date: August 30, 2022  
(Hilman, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**DATE: 08/16/2022**

	<b>POINTS</b>	<b>COMMENTS</b>
1.	<b>Brief Description</b>	<b>AMENDED ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, AND BEN WIGGINS REMODELING, FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT FUNDS, HEALTHY HOMES SUPPLEMENTAL FUNDS (HHSF), AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES</b>
	<b>Purpose</b>	Correcting mistake on previous order.
3.	<b>Who will be affected</b>	City of Jackson
4.	<b>Benefits</b>	This project helps residents make necessary repairs that improve the affordability, livability, health, and safety of their homes.
5.	<b>Schedule (beginning date)</b>	August 2022
6.	<b>Location:</b> <b>WARD</b> <b>CITYWIDE</b> (yes/no) <b>(area)</b> <b>Project limits if applicable</b>	City of Jackson
7.	<b>Action implemented by:</b> <b>City Department</b> <u>  X  </u> <b>Consultant</b> _____	Department of Planning Office of Housing & Community Development.
8.	<b>COST</b>	\$101,000
9.	<b>Source of Funding</b> <b>General fund</b> _____ <b>Grant</b> <u>  X  </u> <b>Bond</b> _____ <b>Other</b> _____	CDBG – HUDLEAD19-ADMIN96410-6734 (LEAD CDBG Match) LBPHC – HUDLEAD19-ADMIN96430-6485 LBPHC-HH – HUDLEAD19-ADMIN96440-6485
10.	<b>E. B.O. Participation</b>	<b>ABE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>AABE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>WBE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>HBE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>NABE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____

**OFFICE OF HOUSING AND  
COMMUNITY DEVELOPMENT**

**MEMORANDUM**

**TO:** Mayor Chokwe Lumumba

**FROM:** Valerie Tucker, Deputy Director  
Office of Housing and Community Development

**CC:** Jordan Hillman, Director, Department of Planning

**DATE:** August 4, 2022

**RE:** Agenda Item for August 16, 2022 City Council Meeting

The Office of Housing and Community Development is preparing to begin rehabilitation activities for the Lead Based Paint Hazard Control (LBPHC) Grant Funds, Healthy Homes Supplemental Funds (HHSF), And Community Development Block Grant (CDBG) funds to implement Lead Safe Jackson Housing Program. This order is to amend the previous order approved on July 19, 2022 to proceed with contracts for various contractors for the use of Lead Based Paint Hazard Control (LBPHC) Grant Funds, Healthy Homes Supplemental Funds (HHSF), And Community Development Block Grant (CDBG) funds to implement Lead Safe Jackson Housing Program to implement limited repair activities. On Bids for 1824 East Drive & 923 Alta Vista Blvd. were accepted. Ben Wiggins Remodeling was notified as the lowest and best bidder, and was awarded to the aforementioned contractor.

Two of the units addresses were listed incorrectly 1824 East Drive and 923 Alta Vista Blvd were listed as 1824 East Street and 902 Alta Vista Blvd. This order is to correct the mistakes.



If you have questions or need additional information, please let me know.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This AMENDED ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, AND BEN WIGGINS REMODELING, FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT FUNDS, HEALTHY HOMES SUPPLEMENTAL FUNDS (HHSF), AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, *City Attorney*  
Victoria James, *Deputy City Attorney* 

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
  
8/9/2022

OFFICE OF THE CITY ATTORNEY  
V.J.  
9/23/2022

**ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE CONTRACT AND PAYMENTS WITH SHOWER POWER, INC TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON AND AUTHORIZE PAYMENT FOR AN AMOUNT NOT TO EXCEED \$90,578.22 (ALL WARDS)**

**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 Waivers and Alternative Requirements for the Emergency Solutions Grant (ESG) Program under the CARES ACT provides various flexibilities and authority for HUD to issue waivers and alternative requirements to make it easier for ESG grantees to ESG-CV grant funds and annual ESG grant funds for coronavirus response; and

**WHEREAS**, HUD allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

**WHEREAS**, on June 9, 2020 the Office of Housing and Community Development was notified of additional supplemental funding of one million four hundred forty-four thousand five hundred fifty-two dollars (\$1,444,552.00) in Emergency Solutions Grants ESG CARES Act Round 2 funding; and

**WHEREAS**, either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination; and

**WHEREAS**, pursuant to Miss. Code. Ann. § 31-7-13, governing authorities are generally required to accept the lowest and best bid when purchasing commodities, printing and certain types of insurance, entering into contracts for garbage collection or disposal, and contracting for public construction and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law...; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority.

**WHEREAS**, the Shower Power, Inc. prepared, prevented and responded to the Coronavirus to protect residents of the City of Jackson’s Metropolitan Statistical Area, beginning January 1, 2022 through September 30, 2022; and

Agenda Item No. 37  
Agenda Date: August 30, 2022  
(Hillman, Lumumba)

**WHEREAS**, the Office of Housing and Community Development recommends that the Mayor be authorized to ratify and execute a contract and related documents with Shower Power, Inc. to expend ESG CARES Act funds; and

**WHEREAS**, the Office of Housing and Community Development recommends that the Mayor authorize payment in an amount not to exceed ninety thousand five hundred seventy-eight dollars and twenty-two cents (\$90,578.22) to prepare, prevent, and respond to the Coronavirus to protect residents of the City of Jackson's Metropolitan Statistical Area, beginning January 1, 2022 through September 30, 2022; and

**WHEREAS**, ESG funds shall be expended in strict accordance with SUBRECIPIENT's Exhibit "A" and hereinafter referred to as the "Scope of Services";

**WHEREAS**, proof of payment in the amount of ninety-one thousand eighty-four dollar and thirty-eight cents (\$91,084.38) to several hotels in Jackson, Mississippi in an effort to provide emergency shelter has been provided to Department of Planning & Development; and

**WHEREAS**, Shower Power, Inc. has expended all funds allotted under the CARES Act and will provide no further services under said contract.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to ratify and execute the contract and related documents with Shower Power, Inc. to expend ESG CARES Act funds.

**IT IS FURTHER, ORDERED** that the Mayor may authorize payment to Shower Power, Inc. in an amount not to exceed ninety thousand five hundred seventy-eight dollars and twenty-two cents (\$90,578.22) for preparing, preventing and responding to the Coronavirus (COVID-19) Pandemic in the City of Jackson, Mississippi beginning January 1, 2022 through September 30, 2022.

Item #: \_\_\_\_\_

Date: \_\_\_\_\_

By: (Hillman, Lumumba)



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**8/2/22**  
**DATE**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH SHOWER POWER, INC TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON AND AUTHORIZE PAYMENT FOR AN AMOUNT NOT TO EXCEED \$90,578.22 (ALL WARDS)</b>
2.	<b>Public Policy Initiative:</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	<b>Who will be affected</b>	Provide services for low/moderate income persons and homeless persons
4.	<b>Benefits</b>	To prepare, prevent and respond to the Coronavirus in the City of Jackson
5.	<b>Schedule (beginning date)</b>	Upon approval
6.	<b>Location:</b> WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide – All Wards
7.	<b>Action implemented by:</b> City Department <input checked="" type="checkbox"/> Consultant	Department of Planning & Development
8.	<b>COST</b>	not to exceed ninety thousand five hundred seventy-eight thousand dollars twenty-two cents (\$90,578.22)
9.	<b>Source of Funding:</b>  General Fund Grant <input checked="" type="checkbox"/> Bond Other	2020 ESG CARES Act
	<b>EBO participation</b>	ABE ___% WAIVER yes ___ no ___ N/A ___ AABE ___% WAIVER yes ___ no ___ N/A ___ WBE ___% WAIVER yes ___ no ___ N/A ___ HBE ___% WAIVER yes ___ no ___ N/A ___ NABE ___% WAIVER yes ___ no ___ N/A ___

**OFFICE OF HOUSING AND  
COMMUNITY DEVELOPMENT**

**MEMORANDUM**

**TO:** Chokwe Antar Lumumba, Mayor  
**FROM:** Jordan Hillman, Director  
Planning and Development  
**DATE:** August 2, 2022  
**RE:** Agenda Item for August 16, 2022 City Council Meeting

The attached agenda item authorizes the Mayor to execute a contract with Shower Power, Inc to expend the Emergency Solutions Grant Program ESG CARES Act funding in preparing, preventing and responding to the Coronavirus to residents of the City of Jackson.

Eligible activities related to the ESG CARES Act Funding include: Emergency Shelter, Rapid Rehousing, Street Outreach, Homelessness Prevention, and Homeless Management Information System (HMIS).

The contract will cover costs of services beginning January 1, 2022 through September 30, 2022 in an amount not to exceed (\$90,578.22).

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

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

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE CONTRACT AND PAYMENTS WITH SHOWER POWER, INC TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON AND AUTHORIZE PAYMENT FOR AN AMOUNT NOT TO EXCEED \$90,578.22 is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, *City Attorney*  
Victoria James, *Deputy City Attorney* 

  
\_\_\_\_\_  
Date



V.J.  
OFFICE OF THE CITY ATTORNEY  
8/22/2022

**ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE CITY OF JACKSON. (ALL WARDS)**

**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**, on May 26, 2020, the City Council adopted an Order, recorded in Minute Book 6R, page 135 that notice be given to the public that the City of Jackson is considering Amendment Number 2 to its 2015-2019 Five Year (5YR) Consolidated Plan and Amendment Number 1 to the 2019 One-Year Action Plan of the Consolidated Plan; and

**WHEREAS**, the Department of Planning and Development, through its Office of Housing and Community Development Division, recommends that the Mayor be authorized to execute the contract and related documents with Stewpot Community Services, Inc. to expend the CDBG CARES Act funds in an amount not to exceed one hundred thousand dollars (\$100,000.00) to prepare, prevent and respond to the Coronavirus in the City of Jackson for Rapid Re-Housing Assistance, beginning August 17, 2022 through July 31, 2023; and

**WHEREAS**, CDBG funds shall be expended in strict accordance with SUBRECIPIENT's Exhibit "A" and hereinafter referred to as the "Scope of Services" (attached), and shall adhere to Conditions for Termination (attached) outlined in the contract agreement.

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

governing authority.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract and related documents with Stewpot Community Services, Inc. to expend CDBG CARES Act funds in an amount not to exceed one hundred thousand dollars (\$100,000.00) for Rapid Re-Housing Assistance, beginning August 17, 2022 through July 31, 2023, to prepare, prevent and respond to the Coronavirus in the City of Jackson.

Item # \_\_\_\_

Date: \_\_\_\_

By: Hillman, Lumumba

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**8/3/22**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE CITY OF JACKSON. (ALL WARDS)</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	7. Quality of Life
3.	<b>Who will be affected</b>	CDBG-CV eligible homeless individuals in the City of Jackson
4.	<b>Benefits</b>	To provide CDBG-CV eligible services.
5.	<b>Schedule (beginning date)</b>	August 17, 2022
6.	<b>Location:</b> WARD CITYWIDE (yes or no) (area) Project limits if applicable	All Wards
7.	<b>Action implemented by:</b> <input checked="" type="checkbox"/> City Department <input type="checkbox"/> Consultant	Office of Housing and Community Development
8.	<b>COST</b>	\$100,000.00
9.	<b>Source of Funding</b> <input type="checkbox"/> General Fund <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other	CDBG CARES Act Funds
10.	<b>EBO participation</b>	ABE ___ % WAIVER yes ___ no ___ N/A <u>X</u> AABE ___ % WAIVER yes ___ no ___ N/A <u>X</u> WBE ___ % WAIVER yes ___ no ___ N/A <u>X</u> HBE ___ % WAIVER yes ___ no ___ N/A <u>X</u> NABE ___ % WAIVER yes ___ no ___ N/A <u>X</u>

**OFFICE OF HOUSING AND  
COMMUNITY DEVELOPMENT**

**MEMORANDUM**

**TO:** Chokwe Antar Lumumba, Mayor  
**FROM:** Jordan Hillman, Director  
Department of Planning and Development  
**DATE:** August 3, 2022  
**RE:** Agenda Item August 16, 2022 City Council Meeting

The attached agenda item authorizes the Mayor to execute a contract with Stewpot Community Services, Inc. to expend the CDBG CARES Act funding in preparing, preventing and responding to the Coronavirus to residents of the City of Jackson.

The proposed services to be provided are: Rapid Re-Housing for the homeless population.

The contract will cover costs of services beginning August 1, 2022 through July 30, 2023.

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

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



Office of the City Attorney


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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney

Victoria James, Deputy City Attorney 

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
  
8/23/22

