

BE IT REMEMBERED that the Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on August 30, 2022 being the fifth Tuesday of said month, when and where the following things were had and done to wit:

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

Absent: None.

The invocation was offered by **Pastor John A. Wickes of Mt. Nebo M.B. Church.**

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

The following individual(s) provided public comments during the meeting:

- **Karen Ellis** who expressed concerns regarding vehicles parked on the front lawns of residents located in Ward 2.

APPROVAL OF THE AUGUST 2, 2022 REGULAR COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE AUGUST 5, 2022 SPECIAL COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE AUGUST 12, 2022 EMERGENCY SPECIAL COUNCIL MEETING MINUTES.

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

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

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 #CE21-778 - 459 ROLAND STREET – \$1,699.00.

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:

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 affected 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.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel # 305-109 bearing the physical address of 459 RONALD ST. legally described as LOT 15 BLK E DEARBORN SUBN for Case # CE-21-778:

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

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

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

Nays – None.

Absent – Banks and Stokes.

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.

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 & 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 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 &

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:

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.

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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.

C. 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 affected 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.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel # 119-84 bearing the physical address of 237 SEWANEE DR. legally described as LOT 4 BLK D COUNTRY CLUB PL for Case # CE-21-848:

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

Council Member Lindsay moved adoption; Council Member Grizzell seconded.

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

Nays – None.

Absent – Banks and Stokes.

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.

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, 2022for 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:

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.

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

JONES LANDSCAPE & CONTRACTOR SVCS, LLC
Donald Jones
3172 Bilgray Drive
Jackson, Mississippi 39212

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 affected 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 25825 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.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel # 825-46 bearing the physical address of 5825 TURNER ST, legally described as LOT 46, BLK F LYNCH ST, SUBNET 3, for Case # CE:21-1165:

Board up and secure structure; cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, fallen tree (parts & limbs), wooden boards/crates, appliances/old furniture, building materials, old bricks, tires; and clean curbside.

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

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

Nays – None.

Absent – Banks and Stokes.

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.

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 June 14, 2022 on 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, 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 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.

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

JONES LANDSCAPE & CONTRACTOR SVCS, LLC
Donald Jones
3172 Bilgray Drive
Jackson, Mississippi 39212

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 affected 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.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel # 116-5 bearing the physical address of 235 PARKSIDE PLACE legally described as 56.2 FT N END LOTS 3 4 & 5 & 1/2 ALLEY W OF & ADJ BLK A EHRMAN SUBN & PT CLOSED POWELL PLACE for Case # CE-21-843:

Board up and secure structure; cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, fallen tree (parts & limbs), wooden boards/crates, appliances/old furniture, building materials, old bricks, tires; and clean curbside.

Council Member Lindsay moved adoption; Council Member Grizzell seconded.

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

Nays – None.

Absent – Banks and Stokes.

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.

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:

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 affected 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.

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

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

Nays – None.

Absent – Banks and Stokes.

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.

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:

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.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel # 825-110 bearing the physical address of 1736 REDDIX ST., legally described as LOT 20 BLK HLYNCH ST SUBN PT 5 for Case # CE-21-227:

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

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

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

Nays – None.

Absent – Banks and Stokes.

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.

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 – LABOR AND MATERIALS

The Vendor 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 \$500.00.

SECTION 2 – NOTICE TO PROCEED

The Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed “NTP”. The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the Notice of Proceed set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the ninety (90) day 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:

1. 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.
2. 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.
3. 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 the use of automobiles, trucks and/or vehicles on and off the project sites.

1. 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.

2. 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.
 - a) The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
 - b) The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
 - c) The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
 - d) 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 Vendor 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").
 - e) 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.
 - f) 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 the 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

LOVE TRUCKING CO., INC.
Dennis Love
761 Woodlake Drive
Jackson, Mississippi 39206

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 affected by delivering notice 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 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 Vendor 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) day 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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

6. 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

1. 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.
2. 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

1. 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.
2. 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 enduring to the benefit of any of the parties.

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.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel # 158-102** bearing the physical address of **1067 Alta Vista Blvd.** legally described as **LOT 10 BLK F PECAN TREE PARK** for Case # **CE-21-1143**:

Cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, fallen tree (parts & limbs), wooden boards/crates, appliances/old furniture, building materials, old bricks, tires; and clean curbside.

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

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

Nays – None.

Absent – Banks and Stokes.

There came on for Introduction Agenda Item No. 13:

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RENAMING NELSON DRIVE FROM GAULT STREET TO WILLIAMS DRIVE TO DR. OBIE MCNAIR, JR. DRIVE. President Foote stated said item would be placed in the Public Property Renaming Committee.

There came on for Introduction Agenda Item No. 14:

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING WEST STREET FROM SOUTH DRIVE TO COURT STREET TO BEVERLY NELSON SHAW DRIVE. President Foote stated said item would be placed in the Public Property Renaming Committee.

Note: Council Member Banks arrived to the meeting.

There came on for Introduction Agenda Item No. 15:

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING SECTION 2-166, OF THE CITY OF JACKSON, MISSISSIPPI CODE OF ORDINANCES, RESIDENCY REQUIREMENTS. President Foote stated said item would be placed in the Rules Committee.

ORDER APPROVING CLAIMS NUMBER 27737 to 27793 APPEARING AT PAGES 386 TO 416 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$5,337,675.02 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 27737 to 27793 appearing at pages 386 to 416, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$5,337,675.02 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
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GENERAL FUND	2,064,381.11
SEIZURE & FORF PROP-STATE	26,050.50
TECHNOLOGY FUND	21,905.00
PARKS & RECR. FUND	43,154.70
LANDFILL SANITATION FUND	11,166.09
STATE TORT CLAIMS FUND	4,750.00
WATER/SEWER REVENUE FUND	75.45
WATER/SEWER OP & MAINT FUND	288,132.25
NARCOTICS EVIDENCE ESCROW	160.00
HOUSING COMM DEV ACT (CDBG) FD	21,150.08
EMERGENCY SHELTER GRANT (ESG)	32,284.61
INFRASTRUCTURE BOND 2020 \$32M	223,973.39
1% INFRASTRUCTURE TAX	109,541.40

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 30, 2022 10:00 A.M.**

644

WATER/SEWER CAP IMP NOTE 7M	28,667.70
TRANSPORTATION FUND	27,172.35
JXN CONVENTION & VISITORS BUR	299,704.96
RESURFACING – REPAIR & REPL. FD	268,058.73
P E G ACCESS – PROGRAMMING FUND	9,952.16
MCH BLIGHT ELIMINATION PROGRAM	22,779.37
MODERNIZATION TAX	569,650.05
ESG COVID CARES ACT	46,076.61
CDBG COVID CARES	12,658.34
ZOOLOGICAL PARK	6,231.85
AMERICAN RESUCE PLAN ACT 2021	1,187,547.82
DFA-SB2971-PETE BROWN GOLF	8,887.50
TOTAL	<u>\$5,337,675.02</u>

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

President Foote recognized **Fidelis Malembeka, Chief Financial Officer**, who recommended an amendment to remove a payment to Insight Group in the amount of \$8,578.00.

Council Member Lindsay moved; seconded by **Vice President Lee**, to amend said order to reflect the changes as stated by **Fidelis Malembeka, Chief Financial Officer**. The motion prevailed by the following vote:

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

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

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	2,058,803.11
SEIZURE & FORF PROP-STATE	26,050.50
TECHNOLOGY FUND	21,905.00
PARKS & RECR. FUND	43,154.70
LANDFILL/SANITATION FUND	11,166.09
STATE TORT CLAIMS FUND	4,750.00
WATER/SEWER REVENUE FUND	75.45
WATER/SEWER OP & MAINT FUND	288,132.25
NARCOTICS EVIDENCE ESCROW	160.00
HOUSING COMM DEV ACT (CDBG) FD	21,150.08
EMERGENCY SHELTER GRANT (ESG)	32,847.61
INFRASTRUCTURE BOND 2020 \$32M	223,973.39
1% INFRASTRUCTURE TAX	109,541.40
WATER/SEWER CAP IMP NOTE 7M	28,667.70
TRANSPORTATION FUND	27,172.35
JXN CONVENTION & VISITORS BUR	299,704.96
RESURFACING -REPAIR & REPL. FD	268,058.73
P E G ACCESS- PROGRAMMING FUND	9,952.16

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 30, 2022 10:00 A.M.**

645

MHC BLIGHT ELIMINATION PROGRAM	22,779.37
MODERNIZATION TAX	569,650.05
ESG COVID CARES ACT	46,076.61
CDBG COVID CARES	12,658.34
ZOOLOGICAL PARK	6,231.85
AMERICAN RESCUE PLAN ACT 2021	1,187,547.82
DFA-SB2971-PETE BROWN GOLF	8,887.50

TOTAL **\$5,329,097.02**

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

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 27737 TO 27793 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 27737 to 27793 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$99,921.55 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,089,505.53
PARKS & RECR FUND		88,749.01
LANDFILL FUND		13,335.87
SENIOR AIDES		3,360.24
WATER/SEWER OPER & MAINT		234,894.87
PAYROLL	99,921.55	
EARLY CHILDHOOD		18,466.68
HOUSING COMM DEV		9,682.45
TITLE III AGING PROGRAMS		5,748.59
TRANSPORTATION FUND		15,434.09
PEG ACCESS-PROGRAMMING FUND		1,998.20
HUMAN AND CULTURE GRANTS		14,400.00
2020 SAKI GRAND DOJ		7,350.76
ZOOLOGICAL PARK		25,832.38
AMERICAN RESCUE PLAN ACT 2021		59,227.24
TOTAL		\$2,587,985.91

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

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

Note: Council Member Stokes arrived to the meeting.

ORDER RE-APPOINTING JEANNE HAIRSTON TO THE JACKSON PUBLIC SCHOOL BOARD.

WHEREAS, the Jackson Public School Board consists 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.

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

President Foote recognized **Safiya Omari, Chief of Staff** who provided a brief overview of said item.

President Foote recognized **Jeanne Hairston**, who gave her personal statement and answered questions posed to him by Council Members.

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

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

ORDER 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.

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

President Foote recognized **Safiya Omari, Chief of Staff** who provided a brief overview of said item.

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

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

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

ORDER 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.

WHEREAS, it is in the best interest of the City of Jackson and the Jackson Police Department (JPD) to enter the agreement 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 this 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 Jackson Police Department shall provide ATF, within ten (10) calendar days of the signing of this 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/taskforce 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 ATF Supervisor; and

WHEREAS, 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 and the Jackson Police Department agrees to permit such audits; and

WHEREAS, the MOU 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's written notice to the other party.

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.

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.

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

President Foote recognized **Deputy Chief Derrick Hearn, Jackson Police Department**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

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.
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 charge 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 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.
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 ensure 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.

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

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

Nays – None.

Absent – None.

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.

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 \$30,272.70-\$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).

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

President Foote recognized **Toya Martin, Director of Human and Resources**, who provided a brief overview of said item.

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

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

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; and

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

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; and

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

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.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE 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; and

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:

GENERAL LABOR: Cleaner of Debris Remover (Construction)	\$16.90/hour
PAINTER: Painting NOC and Shop Operations, Drivers	\$18.65/hour
CONSTRUCTION: Street Road Constructions	\$20.43/hour

EXPERIENCE MACHINERY: Able to Operate	
Machines such as Power Lift Eq.	\$23.29/hour
PARKS & MAINTENANCE: Grass Cutting	\$16.90/hour

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; and

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; and

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.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

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 fifty-seven cents (\$3,943.57), which comes to eleven thousand six hundred twelve dollars 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 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) in direct costs.

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

President Foote recognized Michael Davis, Economic Development, who provided a brief overview of said item.

President Foote recognized Victoria James, Office of the City Attorney, who provided a brief overview of said item.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

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.

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 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).

Council Member Lindsay moved adoption; Council Member Banks seconded.

President Foote recognized Michael Davis, Economic Development, who provided a brief overview of said item.

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

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

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).

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 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.

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

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

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

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

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.

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 \$198,000.00 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.

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

President Foote recognized **Mike Secor, Representative of the PREO Group**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT OF UTILITYCONSTRUCTORS, INC. FOR THE 48" WATER TRANSMISSION LINE CONSTRUCTION PROJECT.

WHEREAS, the City of Jackson entered into a construction contract with Utility Constructors, Inc. for the construction of a 48" water transmission 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.

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

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

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

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.

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.

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

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

Nays – None.

Absent – None.

ORDER ACCEPTING PAYMENT OF \$1,725.50 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED {ORIENTE TAYLOR} AS A PROPERTY DAMAGE SETTLEMENT.

IT 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.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-28.

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).

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

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

Nays – None.

Absent – None.

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.

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

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

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

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

Nays – None.

Absent – None.

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.

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

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

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.

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

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

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.

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 was 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

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

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

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

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

Nays – None.

Absent – None.

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.

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; and

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

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 and hereinafter referred to as the "Scope of Services"; and

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.

Council Member Stokes moved adoption; Council Member Hartley seconded.

President Foote recognized Linda Caldwell, Office of Housing and Community Development, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

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.

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 and hereinafter referred to as the "Scope of Services" and shall adhere to Conditions or Termination outlined in the contract agreement; and

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

or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority.

IT IS, THEREFORE, ORDERED that the 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.

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

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

Nays – None.

Absent – Banks.

Note: Council Member Banks left the meeting.

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

DISCUSSION: FIRE HYDRANTS: President Foote recognized **Council Member Stokes**, who expressed concerns about the testing of fire hydrants. **President Foote** recognized **Chief Willie Owens, Fire Chief**, who gave a brief overview of fire hydrant testing.

There came on for Discussion, Agenda Item No. 40:

DISCUSSION: SCHOOL CROSSING SIGNS: President Foote recognized **Council Member Stokes**, who expressed concerns about school crossing signs being stolen throughout the City of Jackson.

There came on for Discussion, Agenda Item No. 41:

DISCUSSION: DISASTER PREP/RESPONSE COMMITTEE REPORT AUGUST 30, 2022: President Foote recognized **Council Member Hartley**, who expressed concerns about being prepared for future flooding and the need for a sand bag-filling machine.

There came on for Discussion, Agenda Item No. 42:

DISCUSSION: GROVE PARK: President Foote recognized **Council Member Grizzell**, who inquired about the status of the Grove Park Golf Course. **President Foote** recognized **Ison Harris, Director of Parks and Recreation**, who provided an overview of Grove Park and stated there had been some issues, but there was no timeline for an opening date.

There came on for Discussion, Agenda Item No. 43:

DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY: President Foote and the City Council members discussed continuing the emergency.

There came on for Discussion, Agenda Item No. 44:

MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Foote stated that all City Council members had received the monthly financial report for review.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Public Hearing/Special Council Meeting at 6:00 p.m. on September 1, 2022. At 12:40 p.m., the Council stood adjourned.

PREPARED BY:

ShaneKia Masley Jordan
CLERK OF COUNCIL

APPROVED:

[Signature], 9/27/22
COUNCIL PRESIDENT DATE

[Signature]

MAYOR

ATTEST:

Angela Harris
CITY CLERK
