

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 2, 2022 10:00 A.M.

328

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on August 2, 2022, being the fourth 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 Jordan, Clerk of Council, Constance White, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: None.

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

The invocation was offered by **Minister Paulin Rogers of R.E.C.H Foundation**

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

The following individual provided public comments during the meeting:

- **Reverend Cameron** who expressed concerns about dilapidated properties near Rose Street, Magnolia Street, West Capitol Street, I-220, and Robinson Street.
- **Thomas Cheatham Jr.** who spoke in regards to making Grove Park a historical destination.
- **Jeffery Lewis and Elisha Lewis** who spoke in regards to Agenda Item No. 64 (**MBA Basketball Athletics**), seeking a collaboration with the City and County for support.

Note: Council Member Grizzell joined the meeting.

APPROVAL OF THE JULY 5, 2022 REGULAR COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – None.

APPROVAL OF THE JULY 12, 2022 SPECIAL COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – None.

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JULY 12, 2022 FOR THE FOLLOWING CASES:

22-801	21-1984	22-354	21-1806	21-1950	21-873
21-1184	21-1768	21-1671	21-2029	22-479	22-7
21-768	22-237	21-76	21-78	21-1563	21-313
21-866	22-1010	21-108	21-1075	21-757	21-830
21-174	21-826	21-1812	21-1414	21-1259	21-712
21-1690	21-1419				

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

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

WHEREAS, hearings were held on July 12, 2022; and

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

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

- 1) **Case #22-801: Parcel #208-28** located at **233 Colonial Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 1

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

- 2) **Case #21-1984 Parcel #633-210** located at **1028 Barbara Ann Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 1

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

- 3) **Case #22-354: Parcel #626-527** located at **245 Sykes Road**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 1

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

- 4) **Case #21-1806: Parcel #872-43** located at **13 Rob Lane**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

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

- 5) **Case #21-1950: Parcel #833-323** located at **2117 Hickory Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 1

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

- 6) **Case #21-873: Parcel #833-8** located at **5128 Lurline Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 1

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

- 7) **Case #21-1184 Parcel #636-326** located at **315 Country Club Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

- 8) **Case #21-1768: Parcel #626-116-1** located at **217 Sykes Road**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

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

- 9) **Case #21-1671: Parcel #639-207** located at **337 Maryland Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

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

- 10) **Case #21-2029: Parcel #51-84** located at **2823 Oxford Avenue**: After hearing testimony from owner(s) Altuwaiti H Waleed, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded sixty days (60) until September 13, 2022 to enter into repair agreement. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 11) **Case #22-479 Parcel #422-125** located at **3419 Redmond Avenue** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

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

- 12) **Case #22-7: Parcel #855-145** located at **706 Northside Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

- 13) **Case #21-768: Parcel #698-284** located at **4645 Normandy Drive**: After hearing testimony from owner(s) **CEDRIC FORD**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 12, 2022 to enter into repair agreement. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 14) **Case #22-237: Parcel #431-119** located at **737 Robinhood Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

- 15) **Case #21-76 Parcel #51-66** located at **311 Mitchell Avenue** After hearing testimony from owner(s) Willis Myers, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 2, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 16) **Case #21-78: Parcel #51-67** located at **303 Mitchell Avenue**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 17) **Case #21-1563: Parcel #39-56** located at **946 North Congress Street Unit AC**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 18) **Case #21-313: Parcel #60-52** located at **1705 North Lamar Street** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 19) **Case #21-866: Parcel #642-116** located at **5478 Queen Mary Lane**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000. Ward 4

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

- 20) **Case #22-1010: Parcel #741-225** located at **5839 Deer Trail** : No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

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

- 21) **Case #21-108: Parcel #195-46** located at **792 South Commerce Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 22) **Case #21-1075: Parcel #162-274** located at **1425 Barrett Avenue**: After hearing testimony from owner(s) **Willis Myers**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until September 2, 2022 to enter into repair agreement. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 23) **Case #21-757: Parcel #824-112-1** located at **2 Twelve Oaks Circle**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 24) **Case #21-830 Parcel #127-60** located at **210 Lexington Avenue**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

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

- 25) **Case #21-174 Parcel #118-2** located at **4110 West Capitol Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

- 26) **Case #21-826 Parcel #124-75** located at **130 Lexington Avenue**: After hearing testimony from owner(s) Beverly Johnson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded ninety days (90) October 12, 2022 to enter into repair agreement. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$750.00. Ward 5

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

- 27) **Case #21-1812 Parcel #119-50** located at **238 Redwood Avenue**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

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

- 28) **Case #21-1414 Parcel #119-51** located at **232 Redwood Avenue**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 29) **Case #21-1259 Parcel #160-125-2** located at **1049 Wiggins Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

- 30) **Case #21-712 Parcel #824-35** located at **1840 Kenmore Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00 Ward 5

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

31) **Case #21-1690 Parcel #148-18** located at **902 Dalton Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

32) **Case #21-1419 Parcel #170-9** located at **416 Hooker Street** After hearing testimony from owner(s) Clarence Hughes, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty days (30) August 12, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

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

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

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

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

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

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

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

Nays – None.

Absent – None.

The Notices of Hearing pursuant to Section 21-19-11 of the Mississippi Code, as it relates to each parcel of property, is incorporated herein in their entirety, and located in Public Notices, located in the City Clerk's Office of the City of Jackson, Mississippi.

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON JUNE 11, 2019, MARCH 19, 2019, AND SEPTEMBER 15, 2020, IN THE FOLLOWING CASES:

CE-19-65 CE-21-1052 CE-21-253 CE-21-588
(2019-1072) (2018-1208) (2020-1298) (2020-1302)

WHEREAS, administrative hearings were held on June 19, 2018, May 14, 2019 and August 18, 2020, pursuant to Section 21-19-11 of the Mississippi Code Annotated to determine whether certain parcels located in the City of Jackson constituted a menace to public health, safety, and welfare; and

WHEREAS, on June 11, 2019, March 19, 2019, and September 15, 2020, the governing authorities passed resolutions approving recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety, and welfare; and

WHEREAS, property owners and interested parties were afforded the opportunity to be heard and did not appeal the governing authorities' adjudication; and

WHEREAS, contract labor was utilized to clean the parcels and address conditions deemed to be a menace to public health, safety, and welfare when the owners failed to do so; and

WHEREAS, costs were incurred as a result of the employment of the contract labor; and

WHEREAS, penalties have been recommended and should be imposed against those parcel owners who failed to remedy and address violations.

NOW, BE IT THEREFORE RESOLVED that the following costs and penalties are assessed in the following cases:

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR CLAIMS AUTHORIZED ON MARCH 10, 2022, MAY 24, 2022, AND JUNE 7, 2022								
Case No.	Assessed Owner	Address/Zip/Ward	Parcel #	Cost	10% Adm. Cost	Penalty Cost	Total	Work Completed
CE-19-65 (2019-1072)	ADAM PENN 1409 MARIA DR JACKSON, MS 39204	1409 MARIA DR/39204/1	6363-194	\$9,000.00	\$900.00	\$500.00	\$10,400.00	Demolish and remove remains of burned structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass and weeds.
CE-21-1052 (2018-1208)	REBUILDING JACKSON LLC P O BOX 1248 JACKSON MS 39215	116 NEATHERWOOD DR/39212/1	613-32	\$8,000.00	\$800.00	\$500.00	\$9,300.00	Demolish and remove remains of burned structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass and weeds.
CE-21-253 (2020-1298)	CRAPPS JAMES EST & EMILY W 455 QUEEN MARIE LN JACKSON MS 39209	455 QUEEN MARIE LN/39209/3	642-507	\$5,000.00	\$500.00	\$750.00	\$6,250.00	Demolish and remove remains of burned structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass and weeds.
CE-21-588 (2020-1302)	RPB RENTAL MS LLC 2305 HWY 550 NW WESSON MS 39191	1775 BROOKHOLLOW CIR/39212/1	4858-577-9	\$4,998.00	\$499.80	\$500.00	\$5,997.80	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass and weeds.
GRAND TOTAL							\$31,947.80	

IT IS FURTHER RESOLVED that pursuant to Section 21-19-11 of Mississippi Code, as amended, that the costs and penalties assessed in this Resolution shall become liens against the parcels stated and shall be included with municipal ad valorem taxes and the payment shall be enforced in the same manner as municipal ad valorem taxes; and all statutes related to the collection of other taxes in the City of Jackson shall apply to the enforcement and collection of the costs and penalties levied by this Resolution.

IT IS FURTHER RESOLVED that the liens stated may be enrolled in the office of the Circuit Clerk of Hinds County as other judgments are enrolled consistent with the provisions of Section 21-19-11 (3) (a) of the Mississippi Code.

IT IS FURTHER RESOLVED that the tax collector shall sell the parcels to satisfy the liens in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Section 21-19-11 (3) (a) of the Mississippi Code as amended.

IT IS FINALLY RESOLVED that the Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR

CASE #CE-21-284 – 816 CLAIBORNE AVENUE – \$7,000.00 – WARD 5.

WHEREAS, on June 7, 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 March 22, 2022, for Case CE-21-284 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 demolition project located at 816 Claiborne Avenue; and

WHEREAS, Socrates Garrett Enterprises, Inc. submitted the lowest bid of \$7,000.00; and

WHEREAS, Socrates Garrett Enterprises, Inc., through its representative, Leland Socrates Garrett, 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 816 Claiborne Avenue in an amount not to exceed \$7,000.00; and

WHEREAS, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with Socrates Garrett Enterprises, Inc., with its principal office located at 2659 Livingston Road, Jackson Mississippi 39213, 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 \$7,000.00.

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

Socrates Garrett Enterprises, LLC
Socrates Garrett
2659 Livingston Road
Jackson, Mississippi 39213

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the

Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the 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) days notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the City, then the Vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.
- D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the City:
 1. To any preference, priority or allocation order duly issued by the City.
 2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the C, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
 3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that Vendor fails in any of its obligations under this Section, the City may take one or more of the following actions to protect its interests:
 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
 3. Debar Vendor from future work for City for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
 4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

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

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

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 endure to the benefit of any of the parties.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Socrates Garrett Enterprises, Inc. to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 816 Claiborne Avenue deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$7,000.00 shall be paid to Socrates Garrett Enterprises, 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 # 124-228 bearing the physical address of 816 CLAIBORNE AVE. legally described as LOT 26, BLK B ROSEDALE GARDENS HQTS for Case #CE-21-284:

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

EXHIBIT B



*City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson, MS 39205-0017*

NOTICE TO PROCEED

Date: August 29, 2022

Case No: CE-21-824

CONTRACTOR:	DONALD JONES JONES LANDSCAPE & CONTRACTOR SERVICES LLC 3172 BILGRAY DR. JACKSON MS 39212
--------------------	---

LOCATION: 2513 W. CAPITOL ST.

MAP / PARCEL: 124-84

SCOPE OF WORK: BOARD UP AND SECURE STRUCTURE; CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS; REMOVE TRASH, DEBRIS, FALLEN TREE (PARTS & LIMBS), WOODEN BOARDS/CRATES, APPLIANCES/OLD FURNITURE, BUILDING MATERIALS, OLD BRICKS, TIRES; AND CLEAN CURBSIDE.

PRE-WORK INSPECTION PERFORMED _____ DATE _____

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECEIVED BY: _____

CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST	
<input type="checkbox"/>	COPY OF THIS NOTICE TO PROCEED	<input type="checkbox"/>	FINAL INSPECTION COMPLETED
<input type="checkbox"/>	WORK COMPLETION MEMO	<input type="checkbox"/>	PHOTOS
<input type="checkbox"/>	INVOICE	<input type="checkbox"/>	MEMO
<input type="checkbox"/>	DUMP RECEIPT (IF APPLICABLE)	<input type="checkbox"/>	CONTRACT

NTP AUTHORIZED BY: _____ DATE: _____

INSPECTED BY: _____ DATE: _____

CAO: _____ DATE: _____

PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: _____ **\$2,400.00**

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

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-22-681 – 222 LAKE OF PINES DRIVE – \$473.00 – WARD 2.

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-22-681 located in Ward 2 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 222 Lake of Pines Drive; and

WHEREAS, Unity Cleanup and Removal LLC submitted the lowest bid of \$473.00; 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 222 Lake of Pines Drive in an amount not to exceed \$473.00; 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 \$473.00

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 222 Lake of Pines Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$473.00 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 # 721-140 bearing the physical address of 222 LAKE OF PINES DR., legally described as LQT_30 PINE LAKE for Case # CE-22-681:

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.

EXHIBIT B



*City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson MS 39205-0017*

NOTICE TO PROCEED

Date: August 29, 2022
Case No: CE-22-681

CONTRACTOR:	CALVIN HILL UNITY CLEANUP & REMOVAL LLC. 536 EASTVIEW ST., SUITE 4 JACKSON, MS 39209
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LOCATION: 222 LAKE OF PINES
MAP / PARCEL: 721-140

SCOPE OF WORK: CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS; REMOVE TRASH, DEBRIS, WOODEN BOARDS/CRATES, APPLIANCES/OLD FURNITURE, BUILDING MATERIALS, OLD BRICKS, TREE LIMBS, TIRES; AND CLEAN CURBSIDE.

PRE-WORK INSPECTION PERFORMED _____ DATE _____
DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____
CONTRACTOR OR REPRESENTATIVE SIGNATURE _____
DATE RETURNED: _____ RECEIVED BY: _____

CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST	
<input type="checkbox"/>	COPY OF THIS NOTICE TO PROCEED	<input type="checkbox"/>	FINAL INSPECTION COMPLETED
<input type="checkbox"/>	WORK COMPLETION MEMO	<input type="checkbox"/>	PHOTOS
<input type="checkbox"/>	INVOICE	<input type="checkbox"/>	MEMO
<input type="checkbox"/>	DUMP RECEIPT (IF APPLICABLE)	<input type="checkbox"/>	CONTRACT

NTP AUTHORIZED BY: _____ DATE: _____
INSPECTED BY: _____ DATE: _____
CAO: _____ DATE: _____
PAYMENT AUTHORIZED BY: _____ DATE: _____
QUOTE PRICE: _____ **\$473.00**

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RESURRECTION LAWN CARE SERVICE 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-22-249 – 2135 SOUTHWOOD ROAD– \$1700.00 – WARD 1.

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-22-249 located in Ward 1. 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 2135 Southwood Road; and

WHEREAS, Resurrection Lawn Care Service LLC submitted the lowest bid of \$1,700.00; 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, Resurrection Lawn Care Service LLC, through its representative, Victor Grant, 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 2135 Southwood Road in an amount not to exceed \$1700.00; and

WHEREAS, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with Resurrection Lawn Care Service LLC, with its principal office located at 170 Sivley Avenue Jackson, Mississippi 39203, 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 \$1,700.00.

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 Resurrection Lawn Care Service, LLC to cut vegetation and remedy conditions on the property located at 2135 Southwood Road deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1700.00 shall be paid to Resurrection Lawn Care Service, 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 # 578-76 bearing the physical address of 2135 SOUTHWOOD RD. legally described as LOT 14 OAKMONT SUB PT 2 for Case # CE-22-249:

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.

EXHIBIT B



City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson MS 39205-0017

NOTICE TO PROCEED

Date: August 29, 2022

Case No: CE-22-249

CONTRACTOR:	VICTOR GRANT RESURRECTION LAWN CARE SERVICE, LLC 170 SIVLEY AVE. JACKSON MS 39203
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LOCATION: 2135 SOUTHWOOD RD.

MAP / PARCEL: 578-76

SCOPE OF WORK: CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS;
REMOVE TRASH, DEBRIS, WOODEN BOARDS/CRATES, APPLIANCES/OLD FURNITURE, BUILDING
MATERIALS, OLD BRICKS, TREE LIMBS, TIRES, AND CLEAN CURBSIDE.

PRE-WORK INSPECTION PERFORMED _____ DATE _____

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECEIVED BY: _____

CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST	
<input type="checkbox"/>	COPY OF THIS NOTICE TO PROCEED	<input type="checkbox"/>	FINAL INSPECTION COMPLETED
<input type="checkbox"/>	WORK COMPLETION MEMO	<input type="checkbox"/>	PHOTOS
<input type="checkbox"/>	INVOICE	<input type="checkbox"/>	MEMO
<input type="checkbox"/>	DUMP RECEIPT (IF APPLICABLE)	<input type="checkbox"/>	CONTRACT

NTP AUTHORIZED BY: _____ DATE: _____

INSPECTED BY: _____ DATE: _____

CAO: _____ DATE: _____

PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: \$1,700.00

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

Nays – None.

Absent – None.

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 -21-1333 – 306 FORD AVENUE – \$875.00 – WARD 3.

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 -21-1333 located in Ward 3 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, Jones Landscape and Contractor Services LLC appeared next on the rotation list and 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 306 FORD AVENUE for the sum of \$875.00; and

WHEREAS, Jones Landscape and Contractor Services LLC a principal office address of 3172 Bilgray Drive Jackson, Mississippi 39212.

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 306 Ford Avenue deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$875.00 shall be paid to Jones Landscape and Contractor Services LLC for 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 # 309-199 bearing the physical address of 306 FORD AVE. legally described as LOT 15 BLK G BULLARD HILLS SUBN for Case # CE-21-1333:

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.

EXHIBIT B



*City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson, MS 39205-0017*

NOTICE TO PROCEED

Date: August 29, 2022

Case No: CE-21-1333

CONTRACTOR:	DONALD JONES JONES LANDSCAPE & CONTRACTOR SERVICES LLC 3172 BILGRAY DR. JACKSON MS 39212
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LOCATION: 306 FORD AVE.

MAP / PARCEL: 309-199

SCOPE OF WORK: BOARD UP AND SECURE STRUCTURE; CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS; REMOVE TRASH, DEBRIS, FALLEN TREE (PARTS & LIMBS), WOODEN BOARDS/CRATES, APPLIANCES/OLD FURNITURE, BUILDING MATERIALS, OLD BRICKS, TIRES; AND CLEAN CURBSIDE.

PRE-WORK INSPECTION PERFORMED _____ DATE _____

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECEIVED BY: _____

CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST	
COPY OF THIS NOTICE TO PROCEED		FINAL INSPECTION COMPLETED	
WORK COMPLETION MEMO		PHOTOS	
INVOICE		MEMO	
DUMP RECEIPT (IF APPLICABLE)		CONTRACT	

NTP AUTHORIZED BY: _____ DATE: _____

INSPECTED BY: _____ DATE: _____

CAO: _____ DATE: _____

PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: _____ \$875.00

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

Nays – None.

Absent – None.

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-22-677 – 2720 NEWPORT STREET – \$549.00 – WARD 4.

WHEREAS, July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022 for Case CE-22-677 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 2720 Newport Street; and

WHEREAS, Unity Cleanup and Removal, LLC submitted the lowest bid of \$549.00; 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 2720 Newport Street in an amount not to exceed \$549.00; 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 \$549.00.

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 2720 Newport Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$549.00 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 Banks** seconded.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R & C SERVICES, LLC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21- 1903 – 1657 MCDOWELL ROAD – \$11,200.00 – WARD 6.

WHEREAS, on June 7, 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 March 22, 2022, for Case CE-21-1903 located in Ward 6 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 demolition project located at 1657 McDowell Road; and

WHEREAS, R & C Services, LLC. submitted the lowest bid of \$11,200.00; and

WHEREAS, R & C Services, LLC., through its representative, Raymond Granderson, 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 1657 McDowell Road in an amount not to exceed \$11,200.00; and

WHEREAS, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with R & C Services, LLC., with its principal office located at 987 Gore Road Jackson, Mississippi 39212, 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 \$11,200.00.

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

R & C Services, LLC
Raymond Granderson
1657 Gore Road
Jackson, Mississippi 39212

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) days notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the City, then the Vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.

D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the City:

1. To any preference, priority or allocation order duly issued by the City.
2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the C, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

E. In the event that Vendor fails in any of its obligations under this Section, the City may take one or more of the following actions to protect its interests:

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

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

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

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 endure to the benefit of any of the parties.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with R & C Services, LLC to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1657 McDowell Road deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$11,200.00 shall be paid to R & C 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 # 628-203 bearing the physical address of 1657 McDowell Rd. legally described as LOT 3 BLK K OAK FOREST SUBN PT 4 LESS TO CITY FOR ST for Case #CE-21-1903.

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

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

Nays – None.

Absent – None.

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-21-1577 - 718 CLAIBORNE AVENUE- \$399.00 – WARD 5.

WHEREAS, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022 for Case CE-21-1577 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 718 Claiborne Avenue; and

WHEREAS, Unity Cleanup and Removal LLC submitted the lowest bid of \$399.00; 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 718 Claiborne Avenue in an amount not to exceed \$399.00; 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 \$399.00.

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 718 Claiborne Avenue deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$399.00 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 # 128-63 bearing the physical address of 718 CLAIBORNE AVE. legally described as LOT 21 CLAIBORNE HGTS SUBN for Case # CE-21-1577:

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.

EXHIBIT B



*City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson MS 39205-0017*

NOTICE TO PROCEED

Date: August 29, 2022
Case No: CE-21-1577

CONTRACTOR:	CALVIN HILL UNITY CLEANUP & REMOVAL LLC 536 EASTVIEW ST., SUITE 4 JACKSON MS 39202
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LOCATION: 718 CLAIBORNE AVE.
MAP / PARCEL: 128-63

SCOPE OF WORK: CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS; REMOVE TRASH, DEBRIS, WOODEN BOARDS/CRATES, APPLIANCES/OLD FURNITURE, BUILDING MATERIALS, OLD BRICKS, TREE LIMBS, TIRES, AND CLEAN CURBSIDE.

PRE-WORK INSPECTION PERFORMED _____ **DATE** _____
DATE ISSUED TO CONTRACTOR: _____ **ISSUED BY:** _____
CONTRACTOR OR REPRESENTATIVE SIGNATURE _____
DATE RETURNED: _____ **RECEIVED BY:** _____

CONTRACTOR CHECK LIST	CODE ENFORCEMENT OFFICER CHECK LIST
<input type="checkbox"/> COPY OF THIS NOTICE TO PROCEED	<input type="checkbox"/> FINAL INSPECTION COMPLETED
<input type="checkbox"/> WORK COMPLETION MEMO	<input type="checkbox"/> PHOTOS
<input type="checkbox"/> INVOICE	<input type="checkbox"/> MEMO
<input type="checkbox"/> DUMP RECEIPT (IF APPLICABLE)	<input type="checkbox"/> CONTRACT

NTP AUTHORIZED BY: _____ **DATE:** _____
INSPECTED BY: _____ **DATE:** _____
CAO: _____ **DATE:** _____
PAYMENT AUTHORIZED BY: _____ **DATE:** _____
QUOTE PRICE: **\$399.00**

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC TO DEMOLISH THE STRUCTURE FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #CE-21- 1708 – 3534 DOUGLAS AVENUE. – \$7,200.00.

WHEREAS, on June 7, 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 March 22, 2022, for Case CE-21-1903 located in Ward 3 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 demolition project located at 3534 Douglas Avenue; and

WHEREAS, R & C Services, LLC. submitted the lowest bid of \$7,200.00; and

WHEREAS, R & C Services, LLC., through its representative, Raymond Granderson, 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 3534 Douglas Avenue in an amount not to exceed \$7,200.00; and

WHEREAS, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with R & C Services, LLC., with its principal office located at 987 Gore Road, Jackson Mississippi 39212, 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 \$7,200.00.

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

R & C Services, LLC
Raymond Granderson
1657 Gore Road
Jackson, Mississippi 39212

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) days notice to the Vendor, do so and charge the Vendor the cost

thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

3. Debar Vendor from future work for City for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

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

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

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

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

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 endure to the benefit of any of the parties.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with R & C Services, LLC. to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 3534 Douglas Avenue deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$7,200.00 shall be paid to R & C 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 # 425-559 bearing the physical address of 3534 Douglas Ave. legally described as LOT 561 COTTAGE GROVE SUBN for Case #CE-21-1708:

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

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VINCENT EVANS D/B/A EVANS LANDSCAPE INDS. 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-21-148 4210 WEST CAPITOL STREET- \$800.00 – WARD 3.

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-21-148 located in Ward 3 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 4210 West Capitol Street; and

WHEREAS, Vincent Evans D/B/A Evans Landscape Inds. submitted the lowest bid of \$800.00; 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, Vincent Evans D/B/A Evans Landscape Inds through its representative, Vincent Evans, 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 4210 West Capitol Street in an amount not to exceed \$800.00; and

WHEREAS, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with Vincent Evans D/B/A Evans Landscape Inds., with its principal office located at 295 South Prentiss 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 \$800.00.

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

EVANS LANDSCAPE INDS.
Vincent Evans
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 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 Vincent Evans D/B/A Evans Landscape Inds. to cut vegetation and remedy conditions on the property located at 4210 West Capitol Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$800.00 shall be paid to Vincent Evans D/B/A Evans Landscape Inds. 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 # 118-21 bearing the physical address of 4210 WEST CAPITOL ST. legally described as LOT 2 BLK 2 JOHNSON HGTS SUBN for Case # CE-21-148:

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.

EXHIBIT B



*City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson MS 39205-0017*

NOTICE TO PROCEED

Date: August 29, 2022

Case No: CE-21-148

CONTRACTOR:	VINCENT EVANS EVANS LANDSCAPE INDS. 295 S. PRENTISS ST. JACKSON MS 39209
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LOCATION: 4210 W. CAPITOL ST.

MAP / PARCEL: 21-148

SCOPE OF WORK: CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS; REMOVE TRASH, DEBRIS, WOODEN BOARDS/CRATES, APPLIANCES/OLD FURNITURE, BUILDING MATERIALS, OLD BRICKS, TREE LIMBS, TIRES; AND CLEAN CURBSIDE.

PRE-WORK INSPECTION PERFORMED _____ **DATE** _____

DATE ISSUED TO CONTRACTOR: _____ **ISSUED BY:** _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ **RECEIVED BY:** _____

CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST	
<input type="checkbox"/>	COPY OF THIS NOTICE TO PROCEED	<input type="checkbox"/>	FINAL INSPECTION COMPLETED
<input type="checkbox"/>	WORK COMPLETION MEMO	<input type="checkbox"/>	PHOTOS
<input type="checkbox"/>	INVOICE	<input type="checkbox"/>	MEMO
<input type="checkbox"/>	DUMP RECEIPT (IF APPLICABLE)	<input type="checkbox"/>	CONTRACT

NIP AUTHORIZED BY: _____ **DATE:** _____

INSPECTED BY: _____ **DATE:** _____

CAO: _____ **DATE:** _____

PAYMENT AUTHORIZED BY: _____ **DATE:** _____

QUOTE PRICE: _____ **\$800.00**

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES LLC TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1559 – 113 FREDRICA AVENUE UNIT AB – \$6,000.00 – WARD 5.

WHEREAS, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022 for Case CE-21-1559 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 demolition project located at 113 Fredrica Avenue, Unit AB; and

WHEREAS, Socrates Garrett Enterprises, Inc. submitted the lowest bid of \$6,000.00; 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, Socrates Garrett Enterprises, Inc., through its representative, Leland Socrates Garrett, agreed to demolish 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 113 Fredrica Avenue, Unit AB in an amount not to exceed \$6000.00; and

WHEREAS, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with Socrates Garrett Enterprises, Inc., with its principal office located at 2659 Livingston Road Jackson, Mississippi 39213, 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 \$6,000.00.

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

Socrates Garrett Enterprises, LLC
Socrates Garrett

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

2659 Livingston Road
Jackson, Mississippi 39213

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the 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) days notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

3. Debar Vendor from future work for City for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

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

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

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

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

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 endure to the benefit of any of the parties.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Socrates Garrett Enterprises, Inc. to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 113 Fredrica Avenue, Unit AB deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6000.00 shall be paid to Socrates Garrett Enterprises, 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 # 124-72 bearing the physical address of 113 FREDRICA AVE, UNIT AB, legally described as S 1/2 LOT 5 BLK A VERDEN HGTS for Case #CE-21-1559:

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

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

Nays – None.

Absent – None.

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-19-498 – 309 MCTYERE AVENUE – \$1,750.00 – WARD 7.

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-19-498 located in Ward 7 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 309 McTyere Avenue; and

WHEREAS, Jones Landscape and Contractor Services, LLC submitted the lowest bid of \$1,750.00; 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,

shrubby, 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 309 McTyre Avenue in an amount not to exceed \$1,750.00; 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 \$1,750.00.

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 effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that

the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
- C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
- D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
 2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.
- E. If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:
1. Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;
 3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
 4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

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

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

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

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

SECTION 17 – PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Services LLC to cut vegetation and remedy conditions on the property located at 309 McTyere Avenue deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,750.00 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 # 28-60 bearing the physical address of 309 MCTYERE AVE, legally described as LOT 10 BLK A LESS 42 FT S'S HOWE ROELL RESY for Case # CE-19-498

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 Banks seconded.

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

Nays – None.

Absent – None.

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-22-99 – 2852 NEWPORT STREET– \$449.00 – WARD 3.

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-22-99 located in Ward 3 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 2852 Newport Street; and

WHEREAS, Unity Cleanup and Removal LLC submitted the lowest bid of \$449.00; 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 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 2852 Newport Street in an amount not to exceed \$449.00; 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 \$449.00.

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 2852 Newport Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$449.00 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 # 411-184 bearing the physical address of 2852 Newport St., legally described as LOT 13 NEWPORT GARDENS for Case # CE-22-99:

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 Banks seconded.

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH THE STRUCTURE FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #CE-21-1682 – 238 GEORGIA AVENUE– \$4,500.00 – WARD 3.

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-21-1682 located in Ward 3 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 demolition project located at 238 Georgia Avenue; and

WHEREAS, Four Seasons Enterprises, LLC submitted the lowest bid of \$4,500.00; 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, Four Seasons Enterprises, LLC through its representative, Robert 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 258 Georgia Avenue in an amount not to exceed \$4,500.00; and

WHEREAS, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with Four Seasons Enterprises, LLC with its principal office located at 4612 Medgar Evers Blvd Jackson, Mississippi 39213, 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 \$4,500.00.

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

Four Seasons Enterprises, LLC
Robert Love
4612 Medgar Evers Blvd.
Jackson, Mississippi 39213

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 Four Seasons Enterprises, LLC to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 238 Georgia Avenue deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,500.00 shall be paid to Four Seasons Enterprises, 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 # 116-183 bearing the physical address of 238 GEORGIA AVE, legally described as LOT 14 BLK E BELLA VISTA SUBN for Case #CE-21-1682:

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

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC., TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-2019 – 2117 BAILEY AVENUE – \$5,310.00 – WARD 3.

WHEREAS, on June 7, 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 March 22, 2022, for Case CE-21-2019 located in Ward 3 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 demolition project located at 2117 Bailey Avenue; and

WHEREAS, Love Trucking Co., Inc., submitted the lowest bid of \$5,310.00; 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 2117 Bailey Avenue in an amount not to exceed \$5,310.00; 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 \$5,310.00

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 effected 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.
 - 5.

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 2117 Bailey Avenue deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,310.00 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 # 97-108 bearing the physical address of 2117 Bailey Ave. legally described as LOT 21 BLK E NORTH SUNNYSIDE ADDN for Case #CE-21-2019:

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

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

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

Nays – None.

Absent – None.

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 THE 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-21-1868 – 3527 BAILEY AVENUE – \$1,350.00 – WARD 3.

WHEREAS, on June 7, 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 March 22, 2022, for Case CE-21-1868 located in Ward 3 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 3527 Bailey Avenue; and

WHEREAS, Jones Landscape and Contractor Services, LLC, submitted the lowest bid of \$1,350.00; 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 3527 Bailey Avenue in an amount not to exceed \$1,350.00; 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 \$1,350.00.

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 & CONTRACTING 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 effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this

provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

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

SECTION 12 – INDEMNIFICATION:

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

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

SECTION 13 – PARTIES' RELATIONSHIP:

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

SECTION 14 – HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
- C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
- D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:
 - 1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.
- E. If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:
1. Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;
 3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
 4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

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

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

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

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

SECTION 17 – PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Services, LLC to cut vegetation and remedy conditions on the property located at 3527 Bailey Avenue deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,350.00 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 # 425-568 bearing the physical address of 3527 BAILLY AVE, legally described as LOT 568 COTTAGE GROVE SUBN for Case # CE-21-1868.

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.

EXHIBIT B



*City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson MS 39205-0017*

NOTICE TO PROCEED

Date: August 29, 2022

Case No: CE-21-1868

CONTRACTOR:	DONALD JONES JONES LANDSCAPE & CONTRACTOR SERVICES LLC 3172 BILGRAY DR. JACKSON MS 39212
--------------------	---

LOCATION: 3527 BAILEY AVE.

MAP / PARCEL: 425-568

SCOPE OF WORK: BOARD UP AND SECURE STRUCTURE; CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS; REMOVE TRASH, DEBRIS, FALLEN TREE (PARTS & LIMBS), WOODEN BOARDS/CRATES, APPLIANCES/OLD FURNITURE, BUILDING MATERIALS, OLD BRICKS, TIRES, AND CLEAN CURBSIDE.

PRE-WORK INSPECTION PERFORMED	DATE
DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____	
CONTRACTOR OR REPRESENTATIVE SIGNATURE _____	
DATE RETURNED: _____ RECEIVED BY: _____	

CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST	
<input type="checkbox"/>	COPY OF THIS NOTICE TO PROCEED	<input type="checkbox"/>	FINAL INSPECTION COMPLETED
<input type="checkbox"/>	WORK COMPLETION MEMO	<input type="checkbox"/>	PHOTOS
<input type="checkbox"/>	INVOICE	<input type="checkbox"/>	MEMO
<input type="checkbox"/>	DUMP RECEIPT (IF APPLICABLE)	<input type="checkbox"/>	CONTRACT

NTP AUTHORIZED BY: _____ DATE: _____
 INSPECTED BY: _____ DATE: _____
 CAO: _____ DATE: _____
 PAYMENT AUTHORIZED BY: _____ DATE: _____
 QUOTE PRICE: _____ **\$1,350.00**

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS LLC, TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE AMENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21- 495 – 2115 BAILEY AVENUE – \$4,500.00.

WHEREAS, on June 7, 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 March 22, 2022, for Case CE-21-495 located in Ward 3 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 demolition project located at 2115 Bailey Avenue; and

WHEREAS, Four Seasons Enterprises, LLC, submitted the lowest bid of \$4,500; and

WHEREAS, Four Seasons Enterprises, LLC, through its representative, Robert 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 2115 Bailey Avenue in an amount not to exceed \$4,500.00; and

WHEREAS, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with Four Seasons Enterprises, LLC, with its principal office located at 4612 Medgar Evers Blvd, Jackson Mississippi 39213, 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 \$4,500.00.

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

Four Seasons Enterprises, LLC
Robert Love
4612 Medgar Evers Blvd.
Jackson, Mississippi 39213

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 Four Seasons Enterprises, LLC, to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 2115 Bailey Avenue deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,500.00 shall be paid to Four Seasons Enterprises, 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 # 97-91 bearing the physical address of 2115 BAILEY AVE. legally described as LOT 2 BLK E NORTH SUNNYSIDE ADDN for Case #CE-21-495:

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

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC., TO DEMOLISH THE STRUCTURE FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #CE-21- 1101 – 3100 WHITTEN ROAD – \$6,988.00 – WARD 6.

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-21-1101 located in Ward 6 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 demolition project located at 3100 Whitten Road; and

WHEREAS, Love Trucking Co. Inc., submitted the lowest bid of \$6,988.00; 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 3100 Whitten Road in an amount not to exceed \$6,988.00; 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 \$6,988.00.

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
 - (4)

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 effected 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 3100 Whitten Road deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,988.00 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 # 621-131 bearing the physical address of 3100 Whitten Rd. legally described as PARCEL 5 SUBN OF PT LOT 3 MCCANDYS EST PTN AS PER DB 476 PAGE 15 for Case #CE-21-1101:

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

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #CE-21-645 – 1135 HANDY AVENUE – \$6,000.00 – WARD 5.

WHEREAS, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-21-645 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 demolition project located at 1135 Handy Avenue; and

WHEREAS, Socrates Garrett Enterprises, Inc. submitted the lowest bid of \$6,000.00; and

WHEREAS, Socrates Garrett Enterprises, Inc., through its representative, Leland Socrates Garrett, agreed to demolish 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 1135 Handy Avenue in an amount not to exceed \$6,000.00; and

WHEREAS, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with Socrates Garrett Enterprises, Inc., with its principal office located at 2659 Livingston Road, Jackson Mississippi 39213, 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 \$6,000.00.

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.

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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.
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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.

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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

Socrates Garrett Enterprises, LLC
Socrates Garrett
2659 Livingston Road
Jackson, Mississippi 39213

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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.

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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 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.

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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
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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 endure to the benefit of any of the parties.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Socrates Garrett Enterprises, Inc. to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1135 Handy Avenue deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,000.00 shall be paid to Socrates Garrett Enterprises, 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 # 164-17-8 bearing the physical address of 1135 HANDY AVE. legally described as LOT 54 HANDY PLACE for Case #CE-21-645:

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

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ADVANCED ENVIRONMENTAL CONSULTANTS, INC., TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-647 – 119 STRATFORD DRIVE– \$8,500.00 – WARD 4.

WHEREAS, on June 7, 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 March 22, 2022, for Case CE-21-647 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 demolition project located at 119 Stratford Drive; and

WHEREAS, Advanced Environmental Consultants, Inc., submitted the lowest bid of \$8,500.00; and

WHEREAS, Advanced Environmental Consultants, Inc., through its representative, Dejonnette Grantham-King, agreed to demolish 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 119 Stratford Drive in an amount not to exceed \$8,500.00; and

WHEREAS, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with advanced environmental consultants, inc., with its principal office located at 775 North President Street, Jackson Mississippi 39202, 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 \$8,500.00.

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

ADVANCED ENVIRONMENTAL CONSULTANTS, INC.
Dejonnette Grantham-King
775 North President Street
Jackson, Mississippi 39202

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 Advanced Environmental Consultants, Inc., to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 119 Stratford Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$8,500.00 shall be paid to Advanced Environmental Consultants, 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 # 848-191 bearing the physical address of 119 STRATFORD DR. legally described as LOT 3 RESUB OF STRATFORD PLACE for Case #CE-21-647:

Demolish and remove remains of the dilapidated structure, trash, debris, foundation, steps, driveway, trees, and any other items to insure property is clear and free of any and all health hazards. Cut grass and weeds

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES, LLC TO DEMOLISH THE STRUCTURE FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21- 662 – 2672 HIGHWAY 80 WEST – \$8,000.00 – WARD 5.

WHEREAS, on June 7, 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 July 26, 2022, for Case CE-21-662 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 demolition project located at 2672 Highway 80 West; and

WHEREAS, R&C Services, LLC submitted the lowest bid of \$ 8,000.00; and

WHEREAS, R&C Services, LLC through its representative, Raymond Granderson, 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 2672 Highway 80 West for the sum of \$8,000.00; and

WHEREAS, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with R&C Services, LLC with its principal office located at 987 Gore Road, Jackson, Mississippi, 39212 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 \$8,000.00.

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

R & C Services, LLC
Raymond Granderson
987 Gore Road
Jackson, Mississippi 39212

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 R&C Services, LLC to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 2672 Highway 80 West deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$8,000.00 shall be paid to R&C 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 # 220-18 bearing the physical address of 2672 W. HIGHWAY 80, legally described as BFG NE COR LOT 4 HARVEY PLACE SUBN W 216 FT TO POB W 100 FT S 170.4 FT SE/LY 114.05 FT N 227.53 FT TO POB PT LOT 4 HARVEY PLACE SUBN for Case #CE-21-662:

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

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP, LLC 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-21-744 – 3045 WOODBINE STREET– \$1,993.00 – WARD 6.

WHEREAS, June 7, 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 March 22, 2022 for Case CE-21-744 located in Ward 6 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 3045 Woodbine Street; and

WHEREAS, Unity Cleanup and Removal, LLC submitted the lowest bid of \$1,993.00; 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 3045 Woodbine Street in an amount not to exceed \$1,993.00; 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 \$1,993.00.

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 3045 Woodbine Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,993.00 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 # 619-112 bearing the physical address of 3045 Woodbine Street, legally described as LOTS 1 & 2 BLK F WOODBINE SUBN for Case # CE-21-744.

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.

EXHIBIT B



City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson, MS 39205-0017

NOTICE TO PROCEED

Date: August 29, 2022

Case No: CE-21-744

CONTRACTOR:	CALVIN HILL UNITY CLEANUP & REMOVAL LLC 536 EASTVIEW ST. SUITE 4 JACKSON MS 39209
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LOCATION: 3045 WOODBINES ST.

MAP / PARCEL: 21-744

SCOPE OF WORK: CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS;
REMOVE TRASH, DEBRIS, WOODEN BOARDS/CRATES, APPLIANCES/OLD FURNITURE, BUILDING
MATERIALS, OLD BRICKS, TREE LIMBS, TIRES; AND CLEAN CURBSIDE.

PRE-WORK INSPECTION PERFORMED _____ DATE _____

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECEIVED BY: _____

CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST	
<input type="checkbox"/>	COPY OF THIS NOTICE TO PROCEED	<input type="checkbox"/>	FINAL INSPECTION COMPLETED
<input type="checkbox"/>	WORK COMPLETION MEMO	<input type="checkbox"/>	PHOTOS
<input type="checkbox"/>	INVOICE	<input type="checkbox"/>	MEMO
<input type="checkbox"/>	DUMP RECEIPT (IF APPLICABLE)	<input type="checkbox"/>	CONTRACT

NTP AUTHORIZED BY: _____ DATE: _____

INSPECTED BY: _____ DATE: _____

CAO: _____ DATE: _____

PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: _____ \$1,993.00

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

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-21-320 – 209 WHITFIELD STREET– \$950.00 – WARD 7.

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-21-320 located in Ward 7 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 209 Whitfield Street; and

WHEREAS, Jones Landscape and Contractor Services, LLC submitted the lowest bid of \$950.00; 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 209 Whitfield Street in an amount not to exceed \$950.00; 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 \$875.00.

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 209 Whitfield Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$950.00 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 # 64, bearing the physical address of 209 WHITFIELD STREET legally described as 40 FT S S WHITFIELD ST X 100 FT N & S NE COR LOT 3 & NW COR LOT 4 BEN WHITFIELD SY N I for Case # CE-21-320.

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.

EXHIBIT B



*City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson MS 39205-0017*

NOTICE TO PROCEED

Date: August 29, 2022

Case No: CE-21-320

CONTRACTOR:	DONALD JONES JONES LANDSCAPE & CONTRACTOR SERVICES LLC 3172 BILGRAY DR. JACKSON MS 39212
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LOCATION: 209 WHITFIELD ST.

MAP / PARCEL: 64-7

SCOPE OF WORK: BOARD UP AND SECURE STRUCTURE; CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS; REMOVE TRASH, DEBRIS, FALLEN TREE (PARTS & LIMBS), WOODEN BOARDS/CRATES, APPLIANCES/OLD FURNITURE, BUILDING MATERIALS, OLD BRICKS, TIRES; AND CLEAN CURBSIDE.

PRE-WORK INSPECTION PERFORMED _____ **DATE** _____

DATE ISSUED TO CONTRACTOR: _____ **ISSUED BY:** _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ **RECEIVED BY:** _____

CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST	
<input type="checkbox"/>	COPY OF THIS NOTICE TO PROCEED	<input type="checkbox"/>	FINAL INSPECTION COMPLETED
<input type="checkbox"/>	WORK COMPLETION MEMO	<input type="checkbox"/>	PHOTOS
<input type="checkbox"/>	INVOICE	<input type="checkbox"/>	MEMO
<input type="checkbox"/>	DUMP RECEIPT (IF APPLICABLE)	<input type="checkbox"/>	CONTRACT

NTP AUTHORIZED BY: _____ **DATE:** _____

INSPECTED BY: _____ **DATE:** _____

CAO: _____ **DATE:** _____

PAYMENT AUTHORIZED BY: _____ **DATE:** _____

QUOTE PRICE: _____ **\$950.00**

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

Nays – None.

Absent – None.

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-21-639 – 3317 BAILEY AVENUE – \$1,197.00 – WARD 3.

WHEREAS, on June 7, 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 March 22, 2022 for Case CE-21-639 located in Ward 3 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 3317 Bailey Avenue; and

WHEREAS, Unity Cleanup and Removal, LLC submitted the lowest bid of \$1,197.00; 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 3317 Bailey Avenue in an amount not to exceed \$1,197.00; and

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

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$1,197.00.

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 3317 Bailey Avenue deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,197.00 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 # 422-302 bearing the physical address of 3317 BAILEY AVE legally described as LOT 23 BLK B CINDERELLA HGTS LESS 10 FT E/S TO SI for Case # CE 21-639:

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.

EXHIBIT B



*City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson MS 39205-0017*

NOTICE TO PROCEED

Date: August 29, 2022

Case No: CE-21-639

CONTRACTOR:	CALVIN HILL UNITY CLEANUP & REMOVAL LLC. 536 EASTVIEW ST., SUITE 4 JACKSON MS 39209
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LOCATION: 3317 BAILEY AVE.

MAP / PARCEL: 422-303

SCOPE OF WORK: CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS; REMOVE TRASH, DEBRIS, WOODEN BOARDS/CRATES, APPLIANCES/OLD FURNITURE, BUILDING MATERIALS, OLD BRICKS, TREE LIMBS, TIRES; AND CLEAN CURBSIDE.

PRE-WORK INSPECTION PERFORMED _____ **DATE** _____

DATE ISSUED TO CONTRACTOR: _____ **ISSUED BY:** _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ **RECEIVED BY:** _____

CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST	
<input type="checkbox"/>	COPY OF THIS NOTICE TO PROCEED	<input type="checkbox"/>	FINAL INSPECTION COMPLETED
<input type="checkbox"/>	WORK COMPLETION MEMO	<input type="checkbox"/>	PHOTOS
<input type="checkbox"/>	INVOICE	<input type="checkbox"/>	MEMO
<input type="checkbox"/>	DUMP RECEIPT (IF APPLICABLE)	<input type="checkbox"/>	CONTRACT

NTP AUTHORIZED BY: _____ **DATE:** _____

INSPECTED BY: _____ **DATE:** _____

CAO: _____ **DATE:** _____

PAYMENT AUTHORIZED BY: _____ **DATE:** _____

QUOTE PRICE: \$1,197.00

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

Nays – None.

Absent – None.

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-21-824 2513 WEST CAPITOL STREET- \$2,400.00 – WARD 5.

WHEREAS, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022 for Case CE-21-824 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 2513 West Capitol Street; and

WHEREAS, Jones Landscape and Contractor Services, LLC submitted the lowest bid of \$2,400.00; 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 2513 West Capitol Street in an amount not to exceed \$2,400.00; 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 \$2,400.00

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 2513 West Capitol Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$2,400.00 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 # 124-84 bearing the physical address of 2513 WEST CAPITOL ST. legally described as 59 FT W END LOTS 1 & 5 BLK B VIRDEN HEIGHTS & A 5 FT STRIP W OF & ADJ for Case # CE-21-824.

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.

EXHIBIT B



*City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson, MS 39205-0017*

NOTICE TO PROCEED

Date: August 29, 2022

Case No: CE-21-824

CONTRACTOR:	DONALD JONES JONES LANDSCAPE & CONTRACTOR SERVICES LLC 3172 BILGRAY DR. JACKSON MS 39212
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LOCATION: 2513 W. CAPITOL ST.

MAP / PARCEL: 124-84

SCOPE OF WORK: BOARD UP AND SECURE STRUCTURE; CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS; REMOVE TRASH, DEBRIS, FALLEN TREE (PARTS & LIMBS), WOODEN BOARDS/CRATES, APPLIANCES/OLD FURNITURE, BUILDING MATERIALS, OLD BRICKS, TIRES; AND CLEAN CURBSIDE.

PRE-WORK INSPECTION PERFORMED _____ DATE _____

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECEIVED BY: _____

CONTRACTOR CHECK LIST	CODE ENFORCEMENT OFFICER CHECK LIST
COPY OF THIS NOTICE TO PROCEED	FINAL INSPECTION COMPLETED
WORK COMPLETION MEMO	PHOTOS
INVOICE	MEMO
DUMP RECEIPT (IF APPLICABLE)	CONTRACT

NIP AUTHORIZED BY: _____ DATE: _____

INSPECTED BY: _____ DATE: _____

CAO: _____ DATE: _____

PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: \$2,400.00

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

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-21-1085 – 103 NEEDLE COVE– \$1,800.00 – WARD 2.

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-21-1085 located in Ward 2 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 103 Needle Cove; and

WHEREAS, Jones Landscape and Contractor Services LLC submitted the lowest bid of \$1,800.00; 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 103 Needle Cove in an amount not to exceed \$1,800.00; 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 \$1,800.00.

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 103 Needle Cove deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,800.00 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 # 721-158 bearing the physical address of 103 NEEDLE COVE DR. legally described as LOT 78 PINE LAKE for Case # CE-21-1085.

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.

EXHIBIT B



*City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson MS 39205-0017*

NOTICE TO PROCEED

Date: August 29, 2022
Case No: CE-1085

CONTRACTOR:	CALVIN HILL UNITY CLEANUP & REMOVAL LLC 636 EASTVIEW ST., SUITE 4 JACKSON MS 39209
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LOCATION: 1164 MCDOWELL CT.
MAP / PARCEL: 633-44

SCOPE OF WORK: CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS; REMOVE TRASH, DEBRIS, WOODEN BOARDS/CRATES, APPLIANCES/OLD FURNITURE, BUILDING MATERIALS, OLD BRICKS, TREE LIMBS, TIRES; AND CLEAN CURBSIDE.

PRE-WORK INSPECTION PERFORMED _____ **DATE** _____
DATE ISSUED TO CONTRACTOR: _____ **ISSUED BY:** _____
CONTRACTOR OR REPRESENTATIVE SIGNATURE _____
DATE RETURNED: _____ **RECEIVED BY:** _____

CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST	
<input type="checkbox"/>	COPY OF THIS NOTICE TO PROCEED	<input type="checkbox"/>	FINAL INSPECTION COMPLETED
<input type="checkbox"/>	WORK COMPLETION MEMO	<input type="checkbox"/>	PHOTOS
<input type="checkbox"/>	INVOICE	<input type="checkbox"/>	MEMO
<input type="checkbox"/>	DUMP RECEIPT (IF APPLICABLE)	<input type="checkbox"/>	CONTRACT

NTP AUTHORIZED BY: _____ **DATE:** _____
INSPECTED BY: _____ **DATE:** _____
CAO: _____ **DATE:** _____

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

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-21-905 – 1164 MCDOWELL COURT– \$2,499.00 – WARD 6.

WHEREAS, on June 7, 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 March 22, 2022, for Case CE-21-905 located in Ward 6 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 1164 McDowell Court; and

WHEREAS, Unity Cleanup and Removal, LLC submitted the lowest bid of \$2,499.00; 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 1164 McDowell Court an amount not to exceed \$2,499.00; 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 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 \$2,499.00

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 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 1164 McDowell Court deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$2,499.00 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 # 633-44 bearing the physical address of 1164 McDOWELL CT, legally described as LOT 5 BLK A McDOWELL HOMES SUBN for Case # CE-21-905:

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.

EXHIBIT B



City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson, MS 39205-0017

NOTICE TO PROCEED

Date: August 29, 2022
Case No: CE-21-905

CONTRACTOR: CALVIN HILL
UNITY CLEANUP & REMOVAL LLC
636 EASTVIEW ST., SUITE 4
JACKSON MS 39209

LOCATION: 1164 MCDOWELL CT.
MAP / PARCEL: 633-44

SCOPE OF WORK: CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPPLINGS;
REMOVE TRASH, DEBRIS, WOODEN BOARDS/CRATES, APPLIANCES/OLD FURNITURE, BUILDING
MATERIALS, OLD BRICKS, TREE LIMBS, TIRES; AND CLEAN CURBSIDE.

PRE-WORK INSPECTION PERFORMED _____ DATE _____
DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____
CONTRACTOR OR REPRESENTATIVE SIGNATURE _____
DATE RETURNED: _____ RECEIVED BY: _____

CONTRACTOR CHECK LIST	CODE ENFORCEMENT OFFICER CHECK LIST
COPY OF THIS NOTICE TO PROCEED	FINAL INSPECTION COMPLETED
WORK COMPLETION MEMO	PHOTOS
INVOICE	MEMO
DUMP RECEIPT (IF APPLICABLE)	CONTRACT

NTP AUTHORIZED BY: _____ DATE: _____
INSPECTED BY: _____ DATE: _____
CAO: _____ DATE: _____
PAYMENT AUTHORIZED BY: _____ DATE: _____
QUOTE PRICE: _____ \$2,499.00

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

There came on for Introduction, Agenda Item No. 33:

ORDINANCE ADDING SECTION 58-41 AND AMENDING SECTIONS 58-37 AND 58-5 OF THE CITY OF JACKSON CODE OF ORDINANCES TO ADD ADDITIONAL PROVISIONS RELATED TO THE INSTALLATION OF AUTOMATIC SPRINKLER SYSTEMS IN NEW, RENOVATED, OR MODIFIED BUILDINGS CONTAINING A GROUP R OCCUPANCY, AND TO ADD A PROVISION RELATED TO THE INSTALLATION OF AN APPROVED, AUTOMATIC, AND LABORATORY TESTED FIRE EXTINGUISHING DEVICE OVER EACH STOVE IN EACH UNIT OF BUILDINGS CONTAINING TWO OR MORE UNITS WITH NO AUTOMATIC FIRE SUPPRESSION SPRINKLER SYSTEM, AND THE ENFORCEMENT OF FIRE PREVENTION CODES, ORDINANCES, ARREST VIOLATIONS AND PENALTIES. Said item would be tabled until the next Regular Agenda for the August 16, 2022 meeting.

There came on for Introduction, Agenda Item No. 34:

ORDINANCE TO ESTABLISH A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN THE BOUNDARIES OF SAID DISTRICT. Said item would be tabled until the next Regular Agenda for the August 16, 2022 meeting.

ORDINANCE REPEALING CHAPTER 82 MANUFACTURED HOMES AND TRAILERS OF THE JACKSON CODE OF ORDINANCES IN ITS ENTIRETY.

WHEREAS, the City of Jackson recently revised its Zoning Ordinance to update language regarding manufactured and modular buildings; and

WHEREAS, the Zoning Ordinance now sufficiently regulates manufactured and modular structures; and

WHEREAS, Chapter 82 of the Code of Ordinances is now in conflict with the Zoning Ordinance and contains out of date language; and

WHEREAS, the Department of Planning recommends the Chapter 82 be repealed in its entirety as follows:

Secs. 82-1 — 82-40. Reserved.

ARTICLE II. USE, OCCUPANCY, LOCATION AND PLACEMENT

DIVISION I. GENERALLY

Sec. 82-41. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~*Accessory use:* A structure on the same lot with, but incidental and subordinate to, the principal use or structure.~~

~~*Existing mobile/manufactured dwelling* means a mobile/manufactured dwelling that was used as permanent residence on a parcel of land prior to the effective date of this chapter. All such, unless in compliance with the provisions of this article, shall be considered as a non-conforming use.~~

~~*Manufactured home/manufactured dwelling:* A dwelling unit, designed and built in a factory, which bears a seal certifying that it was built in compliance with the National Manufactured Housing Construction and Safety Standards Act and is a movable residential dwelling designed for year round occupancy with no foundation other than wheels, jacks, or skirtings, and capable of being moved, towed, or transported by another vehicle (i.e. built on a chassis). Removal of its wheels and placement upon permanent foundation shall not warrant re-classification to a conventional single-family dwelling.~~

~~*Manufactured home park* means an area in which spaces are provided on a rental basis or lease basis only for owner occupied manufactured homes, or in which both the space and the manufactured home are offered to the public on a rental or lease basis only.~~

~~*Manufactured home subdivision* means a tract of land in which spaces or lots for manufactured homes are offered for sale and in which the purchaser receives fee simple title to the space or lot.~~

~~*Mobile/manufactured commercial building:* A single commercial unit, designed and built in a factory and is a movable commercial unit designed for year-round occupancy with no foundation other than wheels, jacks, or skirtings, and capable of being moved, towed, or transported by another vehicle. Removal of its wheels and placement upon a permanent foundation shall not warrant re-classification to a conventional commercial building.~~

~~*Modular commercial building:* A combination of two or more buildings manufactured in whole or in part in an off-site manufacturing facility designed to be transported to a building site on their own wheels, attached to a chassis, or by a trailer, or other similar carrier. Modular commercial buildings may or may not be constructed with an integral chassis, permanent hitch, wheels, axles, or other device allowing transportation. Modular commercial buildings must meet current building codes.~~

~~*Modular home dwelling:* A residential dwelling manufactured in whole or in part in an off-site manufacturing facility designed to be transported to a building site by a trailer or other similar carrier which is not designed to be permanently attached to the dwelling or remain with it after the structure is placed on its permanent foundation. Modular homes are not constructed with an integral chassis, permanent hitch, wheels, axles, or other device allowing transportation. Modular homes must meet the Official Building Code of the City of Jackson and be approved by the building official.~~

~~*Non-conforming structure:* For the purposes of this chapter, any non-conforming structure which was lawful before the adoption of this chapter may continue to be used as long as it is adequately maintained and does not constitute a public hazard or nuisance, and provided that it is not~~

~~expanded, extended, enlarged in floor area, or changed in basic structural design and integrity. Ownership and occupancy is nontransferable.~~

~~Retail stand or concession trailer: An accessory use which may be a structure or concession trailer, with or without wheels which offers merchandise, food, snacks, beverages, or food preparation out of the structure or trailer no greater than 300 square feet.~~

~~Temporary: A time limit not to exceed one (1) year under the terms of this chapter.~~

~~Trailer. See manufactured home.~~

~~Transient trailer park means a commercial operation where space and service accommodations for transient manufactured homes, trailers or portable buildings are provided for a fee or charge on an overnight and/or daily basis.~~

Sec. 82-42. Exceptions.

~~Existing mobile/manufactured dwellings will be grandfathered in and considered a legal non-conforming structure.~~

~~Mobile/manufactured dwellings located in R-6 Mobile Home Subdivision Residential Districts or R-7 Mobile Home Park Residential Districts, as defined by the City of Jackson Zoning Ordinance. Modular commercial buildings, as defined herein.~~

~~As temporary sales office for the sale of mobile/manufactured dwellings or commercial buildings on land, which is zoned for, said purpose, as defined by the City of Jackson Zoning Ordinance.~~

~~Temporary use, as needed for the day to day operation of federal, state, county, or city government, including public school systems, such uses could include, police precincts and substations, and public health services.~~

~~Temporary classroom space in conjunction with a church or private or parochial school.~~

~~Temporary construction offices on construction sites.~~

~~Temporary use, as an accessory use, which offers merchandise, food, snacks, beverages, or food preparation.~~

Sec. 82-43. Administration of article.

~~The provisions of this article shall be administered by the city zoning administrator, with review and approval by the city council.~~

Sec. 82-44. Penalty for violation of article.

~~Any person who violates, neglects, or refuses to comply with, or who resists the enforcement of any of the provisions of this article, shall, on conviction, be fined not more than \$300.00 for each offense, or imprisonment. Each day that a violation is permitted to exist shall constitute a separate offense. In addition to such penalty, the city may obtain an injunction for the purpose of enforcing the terms of this article.~~

Sec. 82-45. Location of mobile/manufactured dwellings, mobile/manufactured commercial buildings, retail stands, and concession trailers, except for those provided exceptions in article II.

~~It shall be unlawful to place mobile/manufactured dwellings, mobile/manufactured commercial buildings, retail stands, and concession trailers on any property in the city except for those provided exceptions in article II and for temporary use in the following instances with a permit:~~

- ~~(1) For temporary housing associated with redevelopment projects as determined by the city council, such as in times of natural disaster.~~
- ~~(2) For temporary use by hospitals.~~
- ~~(3) For temporary housing associated with the provision of security in conjunction with commercial, industrial, and institutional uses.~~
- ~~(4) For temporary sales office in conjunction with a new or used automobile or truck dealership.~~

Sec. 82-46. Placement on city streets.

~~Manufactured homes or trailers shall not be allowed on any city street or right-of-way for a period of more than 48 hours.~~

Secs. 82-47 — 82-105. Reserved.

DIVISION 2. PERMITS

Sec. 82-106. Permit requirements.

(a) ~~Applications.~~ Permits shall be required for all mobile/manufactured dwellings, mobile/manufactured commercial buildings, retail stands, and concession trailers as provided for in article V. Permit applications shall be obtained from the department of planning and development, and a recommendation based on staff findings shall be forwarded to the city council for action.

(b) ~~Signs on proposed lots.~~ A sign shall be erected on any lot, which is the subject of an application filed pursuant to this section. This sign shall be erected facing the street and visible and readable from the street for a period of at least 15 days prior to the city council considering the application.

(c) ~~[Notification.]~~ Applicants shall notify, by certified mail, all property owners within 160 feet of the subject property and all neighborhood organizations within 1,000 feet, exclusive of streets and rights of way, informing them of the date, time, and place when the application will be considered by the city council. The notice shall be mailed at least 15 days prior to the city council considering the application.

(d) ~~Validity.~~ Permits issued under this section shall be valid for a period of one year from the date of issuance to the specific name and approved location only.

(e) ~~Renewal.~~ The city council may, at its discretion, after having determined where there is a need and in the best interest of the city and where such renewal will not have an adverse effect on surrounding land uses, renew such permit for an additional one year.

~~Application procedure.~~ All applications submitted under this section shall be accompanied by a detailed site plan drawn at a scale to allow adequate review. Site plans shall include the following:

- ~~Property boundary lines and dimensions, available utilities, and location of easements, underground petroleum storage tanks and aboveground dispensing facilities, where applicable, roadways, rail lines, and public rights of way crossing adjacent to the subject property.~~

- ~~The location of any existing buildings or structures on the site.~~

- ~~Mobile/manufactured dwellings or mobile/manufactured commercial buildings placed under this section must have proper utilities and sewage connections before the unit is occupied. Upon failure to actually make such connections within 24 hours of the placement, the building inspector is authorized to cancel the permit and institute proceedings for the removal of such unit.~~

Sec. 82-107. Fees.

All applications under this division shall be accompanied by certified check or money order in the amount of \$210.00. Fee charged are applicable to manufactured homes, trailer, or portable buildings for domestic, commercial or industrial projects except in connection with construction projects which have a valid building permit from the city, a six month renewal fee for manufactured homes, trailers, or portable buildings shall be \$110.00.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:

SECTION 1. That Chapter 82 – Manufactured Homes and Trailers is repealed in its entirety and shall read as follows:

Chapter 82 – Reserved

Secs. 82-1-107. - Reserved

SECTION 2. This ordinance shall be effective thirty days after enactment and following publication.

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

President Foote recognized **Chloe Dotson, Deputy Director of Planning and Development** and **Jordan Hillman, Director of Planning and 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 – Stokes.
Absent – None.

ORDINANCE AMENDING SECTION 62-12 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI TO ADOPT FEDERAL FLOOD MAPS FOR RANKIN COUNTY.

WHEREAS, Chapter 62 of the Code of Ordinances, City of Jackson, Mississippi, establishes areas of special flood hazard and regulations for the prevention of flood damage; and

WHEREAS, the Mississippi Department of Environmental Quality (“MDEQ”), in conjunction with the Federal Emergency Management Agency (“FEMA”), is revising flood insurance rate maps for various watersheds in Mississippi; and

WHEREAS, on February 16, 2022, FEMA issued a Letter of Final Determination, which finalized the new flood insurance rate maps for Rankin County, which includes the City of Jackson, and set an effective date of August 16, 2022; and

WHEREAS, in order for property owners to receive flood insurance through FEMA, the City must adopt the new flood maps as part of its floodplain ordinance; and

WHEREAS, in order to adopt the new flood maps as part of the floodplain ordinance, the ordinance should be revised as follows:

Sec. 62-12. - Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency as followed:

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Hinds County Flood Insurance Study, dated July 20, 2021, with the accompanying flood insurance rate maps (FIRMs) panel numbers:

28049C0145H	28049C0163H	28049C0164H	28049C0166H	28049C0167H
28049C0168H	28049C0169H	28049C0169H	28049C0188H	28049C0189H
28049C0279H	28049C0282H	28049C0283H	28049C0284H	28049C0287H
28049C0289H	28049C0291H	28049C0292J	28049C0293H	28049C0294J
28049C0301J	28049C0302J	28049C0303J	28049C0304J	28049C0306J
28049C0307H	28049C0308J	28049C0309J	28049C0311J	28049C0312J
28049C0313J	28049C0314J	28049C0316J	28049C0317H	28049C0318H
28049C0326H	28049C0328H	28049C0430H	28049C0435H	28049C0455J
28049C0460H				

and other supporting data are adopted by reference and declared to be a part of this article.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Rankin County Flood Insurance Study, dated August 16, 2022, with the accompanying flood insurance rate map(s) (FIRM) panel(s) number(s) 28121C0179G, 28121C0183G, 28121C0187G and 28121C0191F and other supporting data are adopted by reference and declared to be a part of this article.

The flood insurance study and maps are on file at the Department of Planning and Development and the Department of Public Works, 200 S. President Street, Jackson, MS.

THEREFORE, BE IT ORDAINED as follows:

SECTION 1. Section 62-12 of the Code of Ordinances of the City of Jackson, Mississippi, is hereby amended to read as follows:

SECTION 62-12. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

The areas of special flood hazard identified by the Federal Emergency Management Agency as followed:

The areas of special flood hazard identified by the Federal Emergency Management Agency in the **Hinds County** Flood Insurance Study, dated **July 20, 2021** with the accompanying Flood Insurance Rate Maps (FIRMs) panel numbers:

28049C0145H	28049C0163H	28049C0164H	28049C0166H	28049C0167H
28049C0168H	28049C0169H	28049C0169H	28049C0188H	28049C0189H
28049C0279H	28049C0282H	28049C0283H	28049C0284H	28049C0287H
28049C0289H	28049C0291H	28049C0292J	28049C0293H	28049C0294J
28049C0301J	28049C0302J	28049C0303J	28049C0304J	28049C0306J
28049C0307H	28049C0308J	28049C0309J	28049C0311J	28049C0312J
28049C0313J	28049C0314J	28049C0316J	28049C0317H	28049C0318H
28049C0326H	28049C0328H	28049C0430H	28049C0435H	28049C0455J
28049C0460H				

and other supporting data are adopted by reference and declared to be a part of this ordinance.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Rankin County Flood Insurance Study, dated August 16, 2022, with the accompanying flood insurance rate map(s) (FIRM) panel(s) number(s) 28121C0179G, 28121C0183G, 28121C0187G and 28121C0191F and other supporting data are adopted by reference and declared to be a part of this article.

The Flood Insurance Study and maps are on file at the **Department of Planning and Development and the Department of Public Works, 200 S. President Street, Jackson, MS.**

SECTION 2. The preceding revision to Section 62-12 of the Code of Ordinances, City of Jackson, Mississippi, shall be published and shall be effective on and after August 16, 2022.

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

President Foote recognized **Jordan Hillman, Director of Planning and 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 APPROVING CLAIMS NUMBER 27598 to 27656 APPEARING AT PAGES 274 TO 314 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$7,230,532.38 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 27598 to 27656 appearing at pages 274 to 314, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$7,230,532.38 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	1,077,661.38
SEIZURE & FORF PROP-STATE	1,980.00
TECHNOLOGY FUND	238,612.66
PARKS & RECR. FUND	138,194.88
LANDFILL SANITATION FUND	49,837.69
FIRE PROTECTION	567,653.65
STATE TORT CLAIMS FUND	28,178.85
WATER/SEWER REVENUE FUND	31,316.68
WATER/SEWER OP & MAINT FUND	1,589,224.64
WATER/SEWER CAPITAL IMPR FUND	179,395.80
EMPLOYEES GROUP INSURANCE FUND	7,808.20
KELLOGG FOUNDATION PROJECT	350.00
NARCOTICS EVIDENCE ESCROW	160.12
EARLY CHILDHOOD (DAYCARE)	1,988.76
HOUSING COMM DEV ACT (CDBG) FD	4,125.40
HOME PROGRAM FUND	1,300.00
H O P W A GRANT – DEPT. OF HUD	15,178.09
MADISON SEWAGE DISP OP & MAINT	1,316.52
TRANSPORTATION FUND	808,118.66
JXN CONVENTION & VISITORS BUR	312,831.27
DRAINAGE – REPAIR & REPL.FD	116,550.00
G.O.PUBLIC IMP 2003 B & I (\$20M)	43,412.50
2010 GO REFUNDING/RESTRUCTURIN	55,608.25
P E G ACCESS – PROGRAMMING FUND	2,077.27
COVEN REFUNDING SERIES 2013A	1,094,843.75
MODERNIZATION TAX	190,191.75
ESG COVID CARES ACT	23,590.32
2021 G. O. REFUNDING BOND	381,125.00
ZOOLOGICAL PARK	41,395.69
LIBRARY FUND	162,250.66
DFA-LAKE HICO AND NORTHGATE	3,600.00
DFA-SB2971-PETE BROWN GOLF	15,653.94

Total: \$7,230,532.38

Vice President Lee moved adoption; President Lindsay seconded.

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

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

Yeas – Foote, Grizzell, Lee and Lindsay.

Nays – Banks, Hartley and Stokes.

Absent – None.

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 27598 TO 27656 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 27598 to 27656 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of \$105,158.04 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		2,163,161.85
PARKS & RECR FUND		89,712.11
LANDFILL FUND		13,314.03
SENIOR AIDES		3,360.24
WATER/SEWER OPER & MAINT		233,835.66
PAYROLL	105,158.04	
EARLY CHILDHOOD		18,465.62
HOUSING COMM DEV		9,682.45
TITLE III AGING PROGRAMS		5,801.70
TRANSPORTATION FUND		15,434.09
PEG ACCESS-PROGRAMMING FUND		3,880.23
2020 SAKI GRAND DOJ		7,350.76
ZOOLOGICAL PARK		27,927.83
AMERICAN RESCUE PLAN ACT 2021		59,187.68
TOTAL		\$2,651,114.25

Council Member Stokes moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – None.

ORDER ESTABLISHING THE ASSESSMENT FOR THE FONDREN BUSINESS IMPROVEMENT DISTRICT.

WHEREAS, an election was held on January 17, 2017, allowing district property owners to reauthorize the district boundaries, the district plan and the district management agency for a period of 10 years; and

WHEREAS, the results of said election exceeded the sixty-percent affirmative threshold; and

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 2, 2022 10:00 A.M.**

WHEREAS, pursuant to Mississippi Code Annotated, as amended, 21-43-123, the City is authorized to levy an assessment and distribute funds to the Management Agency now established as Downtown Jackson Partners; and

WHEREAS, this procedure has been followed since 1996;

IT IS HEREBY ORDERED by the City Council of Jackson, Mississippi, there is levied on all taxable real property in the Downtown Jackson Business Improvement District within the corporate limits of the City of Jackson a levy of \$0.11 on each square foot of buildings and unimproved real estate for the following properties:

Property Owner	Mailing Address	City	State	Zip Code	Property Address	Parcel #	Land Sq. Ft.	Bldg. Sq. Ft.	Assessment \$0.11 Per Square Foot
MS Power & Light Co. Attn: Advalorem Tax Section	P.O. Box 1640	Jackson	MS	39205	711 Tombigbee St.(71)	1194-5	105,152	45,975	\$16,624
Mississippi Power & Light Co.	233 N. Michigan Ave. C.				0 S. Commerce St.	1194-6	12,160	0	\$1,338
Mississippi Power & Light Company	P.O. Box 1640	Jackson	MS	39205	740 E. South St.	1194-7	120,608	30,365	\$16,607
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 Tombigbee St.	186-10	2,440	0	\$268
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 S. West St.	186-11	3,500	0	\$385
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 S. West St.	186-12	12,800	0	\$1,408
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 Tombigbee St.	186-13	1,500	0	\$165
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 E. Pascagoula St.	186-14	12,000	0	\$1,320
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	301 E. Pascagoula	186-15	12,000	24,000	\$3,960
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	0 S. Congress	186-21	4,000	0	\$440
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	0 S. Congress St.	186-21-1	5,227	0	\$575
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	445 S. Congress St.	186-21-2	2,614	0	\$288
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	S. West St.	186-24	35,040	0	\$3,854
Brokerage Inc.	400 Poydras St. Ste. 2400	New Orleans	LA	70130	425 Tombigbee St.	186-26	2,430	4,456	\$757
Capital Hotel Associates LLC	4141 Crane Blvd.	Jackson	MS	39216	0 Tombigbee St.	186-27	55,776	0	\$6,135
Capital Hotel Associates II LLC	4141 Crane Blvd.	Jackson	MS	39216	413 S. President St.	186-28	7,500	7,840	\$1,687
Simpson-Luckett LLC	4141 Crane Blvd.	Jackson	MS	39216	499 S. President St.	186-29	16,000	13,888	\$3,288
Wayne E. Ferrell, Jr.	405 Tombigbee Street	Jackson	MS	39201	0 S. Congress St.	186-32	5,516	0	\$607
Wayne E. Ferrell, Jr.	405 Tombigbee Street	Jackson	MS	39201	0 S. Congress St.	186-33	9,834	0	\$1,082
Wayne E. Ferrell, Jr.	405 Tombigbee Street	Jackson	MS	39201	405 Tombigbee	186-34	5,568	11,200	\$1,844
Wayne E. Ferrell, Jr.	P.O. Box 24448	Jackson	MS	39225	408 S. Congress St.	186-34-1	3,425	0	\$377
Downtown Property Development LLC	355 S. State Street	Jackson	MS	39201	355 S. State St.	186-41	20,120	2,700	\$2,510
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	401 S. State St.	186-49	10,520	10,400	\$2,301

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 2, 2022 10:00 A.M.**

501

LPC CMP Properties LLC	410 S. President St.	Jackson	MS	3920 1	0 Tombigbee St.	186-50	1,360	0	\$150
Mrs. M. H. Whatley Life Est.	P.O. Box 22985	Jackson	MS	3922 5	0 Tombigbee St.	186-50-1	588	0	\$65
LPC Properties LLC	410 S. President St.	Jackson	MS	3920 1	0 Tombigbee St.	186-51	2,052	0	\$226
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	3920 1	411 S. State St.	186-52	7,264	3,200	\$1,151
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	3920 1	409 S. State St.	186-52-1	5,841	3,120	\$986
Priority Housing LLC	P.O. Box 13924	Jackson	MS	3923 6	417 S. State St.	186-53	13,028	4,960	\$1,979
Sanford Knott	P.O. Box 1208	Jackson	MS	3921 5	425 S. State St.	186-54	4,000	4,043	\$885
Crymes G. Pittman	P.O. Box 22985	Jackson	MS	3922 5	0 S. President St.	186-57	12,800	0	\$1,408
PGRW Properties LLC	P.O. Box 22985	Jackson	MS	3922 5	0 Tombigbee St.	186-58	24,305	0	\$2,674
PGRW Properties LLC	P.O. Box 22985	Jackson	MS	3922 5	410 S. President St.	186-59	5,760	3,780	\$1,049
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 Tombigbee St.	186-9	4,000	0	\$440
Kountouris Properties LLC	123 W. Capitol Street	Jackson	MS	3920 1	123 W. Capitol St.	190-11	2,350	8,836	\$1,230
West Capitol LLC	P.O. Box 16470	Jackson	MS	3923 6	119 W. Capitol St.	190-12	2,350	4,700	\$776
West Capitol LLC	P.O. Box 16470	Jackson	MS	3923 6	117 W. Capitol St.	190-13	2,350	2,350	\$517
West Capitol LLC	P.O. Box 16470	Jackson	MS	3923 6	113 W. Capitol	190-14	4,930	9,400	\$1,576
West Capitol LLC	P.O. Box 16470	Jackson	MS	3923 6	0 W. Capitol Street	190-15	4,700	0	\$517
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	3921 6	0 S. Roach St.	190-19	7,073	0	\$778
King Edward Revitalization Co. LLC	812 Gravier St. Ste. 200	New Orleans	LA	7011 2	235 W. Capitol St.	190-2	107,391	410,756	\$56,996
John W. Holden, Jr.	P.O. Box 1055	Cleveland	TN	3736 4	116 S. Roach St.	190-20	4,064	4,400	\$931
E & R Rental Properties LLC	140 W. Pearl Street	Jackson	MS	3920 1	140 W. Pearl St.	190-21	17,934	4,960	\$2,518
Pruet Oil Co.	217 W. Capitol St. Suite 201	Jackson	MS	3920 1	217 W. Capitol St.	190-4	9,600	20,400	\$3,300
Alorod Property Management LLC	215 W. Capitol Street	Jackson	MS	3920 1	215 W. Capitol St.	190-5	4,800	2,848	\$841
James Washington	2701 N. State Street	Jackson	MS	3921 6	213 W. Capitol St.	190-6	3,920	3,430	\$809
James Washington	2701 N. State Street	Jackson	MS	3921 6	209 W. Capitol St.	190-7	4,016	6,860	\$1,196
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	3921 6	205 W. Capitol St.	190-8	3,500	13,723	\$1,895
CAI Realty LLC	P.O. Box 655	Jackson	MS	3920 5	207 W. Capitol St.	190-8-1	2,160	1,640	\$418
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	3921 6	201 W. Capitol St.	190-8-2	588	5,414	\$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	3921 6	201 W. Capitol St.	190-8-3	588	5,414	\$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	3921 6	201 W. Capitol St.	190-8-4	588	5,414	\$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	3921 6	201 W. Capitol St.	190-8-5	588	5,414	\$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	3921 6	201 W. Capitol St.	190-8-6	588	5,414	\$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	3921 6	201 W. Capitol St.	190-8-7	588	5,414	\$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	3921 6	201 W. Capitol St.	190-8-8	588	5,414	\$660
Select Edge Realty LLC	277 E. Pearl Street	Jackson	MS	3920 1	0 S. West St.	191-1	7,050	0	\$776
Kaz LLC	346 Heritage Place	Jackson	MS	3921 2	E. Pascaoula	191-12	7,571	0	\$833

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 2, 2022 10:00 A.M.**

502

Kaz LLC	346 Heritage Place	Jackson	MS	3921 2	124 E. Pascagoula	191-13	7,384	0	\$812
CO2 Investments LLC	109 Inez Owens Drive	Jackson	MS	3921 2	157 E. Pearl St.	191-25	2,365	2,160	\$498
Perinatal Services PLLC	109 Inez Owens Drive	Jackson	MS	3921 2	159 E. Pearl St.	191-26	2,530	2,160	\$516
Powell Organization LLC	112 Grandview Cir	Brandon	MS	3904 7	201 S. Lamar St.	191-27	4,812	4,812	\$1,059
DMHC Investment LLC	213 S. Lamar Street	Jackson	MS	3920 1	213 S. Lamar St.(15)	191-28	3,875	6,720	\$1,165
Hertz Jackson City Centery LLC	21890 Burbank Blvd. Ste. 300 S.	Woodland Hills	CA	9136 7	211 S. West St.	191-3	49,049	157,194	\$22,687
Bailey Mortgage Co.	214 W. College Street	Murfreesboro	TN	3713 0	200 S. Lamar St.	191-30	24,863	166,128	\$21,009
Bailey Mortgage Co.	214 W. College Street	Murfreesboro	TN	3713 0	211 E. Pearl St.	191-32	13,948	0	\$1,534
Wolverton Pearl Street Properties LLC	167 E. Pearl St.	Jackson	MS	3920 1	225 E. Pearl St.	191-33	12,000	9,750	\$2,393
Tanner Commercial Properties LLC	121 Bridgewater Xing	Ridgeland	MS	3915 7	265 E. Pearl St.	191-34	3,300	2,730	\$663
Tanner Commercial Properties LLC	1012 Parkwood Pl.	Jackson	MS	3920 6	263 E. Pearl St.	191-34-1	3,300	2,730	\$663
Select Edge Realty LLC	277 E. Pearl Street	Jackson	MS	3920 1	277 E. Pearl St.	191-35	15,090	21,788	\$4,057
Larry & Anita Stamps	P.O. Box 2916	Jackson	MS	3920 7	269 E. Pearl St.	191-36	6,660	11,700	\$2,020
Saliba H. & Lamia R. Dabit	101 E. Capitol Street	Jackson	MS	3920 1	101 E. Capitol St.	191-37	7,200	19,440	\$2,930
Saliba H. & Lamia R. Dabit	101 E. Capitol Street	Jackson	MS	3920 1	109 E. Capitol St.	191-38	2,300	3,450	\$633
Hertz Jackson Four LLC	21860 Burbank Blvd. Ste. 300 S	Woodland Hills	CA	9136 7	111 East Capitol St.	191-39	88,375	279,360	\$40,451
Elite Indian Cuisine LLC	457 Bozeman Rd	Madison	MS	3911 0	0 E. Capitol St.	191-47	5,251	0	\$578
South Central Bell	P.O. Box 811	Jackson	MS	3920 5	0 E. Capitol St.	191-48	192	0	\$21
Elite Indian Cuisine LLC	457 Bozeman Rd	Madison	MS	3911 0	141 E. Capitol St.	191-49	4,376	4,000	\$921
MS Regional Housing Authority MP VI	2180 Terry Rd	Jackson	MS	3920 5	175 E. Capitol St.	191-50	93,608	330,000	\$46,597
South Central Bell	220 E. Pearl Street	Jackson	MS	3920 1	0 E. Capitol St.	191-65	19,472	156,839	\$19,394
AT&T	220 E. Pearl Street	Jackson	MS	3920 1	0 East Pearl St.	191-66	15,122	145,286	\$17,645
South Central Bell	220 E. Pearl Street	Jackson	MS	3920 1	215 E. Capitol St.(23)	191-67	12,419	0	\$1,366
225 East Capitol Street Hotel LLC	2727 Kirby Drive Apt. 15C	Houston	TX	7709 8	225 E. Capitol St.	191-68	33,944	182,258	\$23,782
Ridgway Management	P.O. Box 187	Jackson	MS	3920 5	235 E. Capitol St.	191-70	12,825	11,310	\$2,655
Southern Institute of Fine Arts Development Co.	2727 Kirby Drive Apt. 15C	Houston	TX	7709 8	245 E. Capitol St.	191-71	63,000	115,000	\$19,580
Security Centre Inc.	214 W. College Street	Murfreesboro	TN	3713 0	200 S. Lamar St.	191-8	17,083	70,486	\$9,633
Security Centre Inc.	214 W. College Street	Murfreesboro	TN	3713 0	200 S. Lamar St.	191-8-1	15,141	70,486	\$9,419
Cardan Enterprises LLC	378 Fannin Landing Cir	Brandon	MS	3904 2	156 E. Pascagoula	191-9	18,040	8,850	\$2,958
Acroterion LLC	1041 Tommy Munro Drive	Biloxi	MS	3953 2	329 E. Capitol St.	192-1	7,664	12,675	\$2,237
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	309 E. Pearl St.	192-16	43,651	108,000	\$16,682
Lamar Life Qalich LLC	125 S. Congress St. Ste. 1800	Jackson	MS	3920 1	315 E. Capitol St.	192-2	4,506	87,000	\$10,066
Mississippi Power & Light Company	P.O. Box 1640	Jackson	MS	3920 5	0 E. Pearl St.	192-23-1	600	0	\$66

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 2, 2022 10:00 A.M.**

503

Investek Inc. Lessee	P.O. Box 1006	Jackson	MS	3921 5	119 S. President St.	192-24	5,600	13,10 4	\$2,057
Thomas Spengler Bldg. LLC	129 S. President St.	Jackson	MS	3920 1	129 S. President St.	192-27	21,28 0	14,53 2	\$3,939
Mattiace Office Co. LLC	P.O. Box 13809	Jackson	MS	3923 6	125 S. Congress St.	192-3	25,53 6	393,4 20	\$46,085
Duckworth Property Investments II	308 E. Pearl Street, Suite 200	Jackson	MS	3920 1	0 E. Pearl St.	192-31	11,12 0	0	\$1,223
Duckworth Property Investments II	308 E. Pearl Street, Suite 200	Jackson	MS	3920 1	100 S. Congress St.	192-32	14,56 0	0	\$1,602
Le Fleurs Bluff Properties LLC	43 Farnham Pl.	Metairie	LA	7000 5	401 E. Capitol St.(11)	192-34	25,23 1	91,55 7	\$12,847
Le Fleurs Bluff Properties LLC	43 Farnham Pl.	Metairie	LA	7000 5	413 E. Capitol St.	192-35	2,532	10,17 6	\$1,398
Le Fleurs Bluff Properties LLC	43 Farnham Pl.	Metairie	LA	7000 5	415 E. Capitol St.	192-36	3,048	6,096	\$1,006
Bank of Mississippi	P.O. Box 789	Tupelo	MS	3880 2	525 E. Capitol St.	192-37	12,61 8	70,11 1	\$9,100
Bank of Mississippi	P.O. Box 789	Tupelo	MS	3880 2	525 E. Capitol St.	192-38	4,333	5,700	\$1,104
Electric Holdings LLC	308 E. Pearl Street, Suite 200	Jackson	MS	3920 1	310 E. Pearl St.	192-4	11,92 0	119,0 00	\$14,401
Bank of Mississippi	P.O. Box 789	Tupelo	MS	3880 2	0 S. President St.	192-45	29,44 0	3,876	\$3,665
Bank of Mississippi	P.O. Box 789	Tupelo	MS	3880 2	0 S. State St.	192-45-1	36,69 1	0	\$4,036
Lifestyle Inc.	P.O. Box 10032	Jackson	MS	3928 6	112 S. President St.	192-56	745	756	\$165
Macon Building LLC	501 E. Capitol St.	Jackson	MS	3920 1	501 E. Capitol St.	192-57	3,512	12,00 0	\$1,706
Lakeside Management LLC	814 N. Congress St.	Jackson	MS	3920 2	507 E. Capitol St.	192-59	8,512	38,16 0	\$5,134
Gannett River States Publishing	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	201 S. Congress St.	192-6	52,59 9	66,00 0	\$13,046
William Waller, Jr. & Robert O. Waller	P.O. Box 4	Jackson	MS	3920 5	220 S. President St.	192-74	7,680	2,750	\$1,147
Gadow & Tyler Holding Co. LLC	511 E. Pearl Street	Jackson	MS	3920 1	511 E. Pearl St.	192-79	3,000	3,200	\$682
Gannett River States Publishing	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 E. Pascagoula St.	192-9	13,02 4	0	\$1,433
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	3865 5	0 S. State St.	193-1	7,875	0	\$866
Storagemax Downtown LLC	40 Northtown Dr.	Jackson	MS	3921 1	304 S. State St.	193-10	13,65 0	32,00 0	\$5,022
Capital City Property	259 Northside Dr	Newton	MS	3934 5	312 S. State St.	193-11	66,81 2	45,17 5	\$12,319
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	3865 5	0 S. State St.	193-2	2,550	0	\$281
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	3865 5	0 S. State St.	193-3	3,700	0	\$407
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	3865 5	0 S. State St.	193-4	4,500	0	\$495
George J. Stodghill	214 S. State Street	Jackson	MS	3920 1	214 S. State St.	193-5	3,900	4,875	\$965
George J. Stodghill	216 S. State Street	Jackson	MS	3920 1	216 S. State St.	193-6	3,900	8,775	\$1,394
SWW Properties LLC	4526 Brook Drive	Jackson	MS	3920 6	0 S. State St.	193-7	23,71 4	0	\$2,609
Cellular South Real Estate Inc.	1018 Highland Colony Pkwy Ste. 330	Jackson	MS	3915 7	400 S. State St.	194-1	34,13 1	18,50 0	\$5,789
Dixie Properties MS LLC	100 Calumet Gardens Ste. 100	Madison	MS	3911 0	414 S. State St.	194-2	17,60 0	19,05 0	\$4,032
Cadillac Games LLC	43 Farnham Pl.	Metairie	LA	7000 5	430 S. State St.	194-4	50,20 8	21,70 0	\$7,910

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 2, 2022 10:00 A.M.**

504

Rockwell Debt Free Property Inc.	1163 E. Bountiful Hills Dr.	Bountiful	UT	84010	656 N. State St.	24-21	48,569	9,154	\$6,350
Saturday Seller LLC	120 Kirkwood Place	Jackson	MS	39211	610 N. State St.	24-26	14,531	11,780	\$2,894
Alford Property Management LLC	602 N. State Street	Jackson	MS	39202	628 N. State St.	24-29	37,143	10,800	\$5,274
Mississippi Assoc. of Fin. Inst. Of Deposit	P.O. Box 37	Jackson	MS	39205	640 N. State St.	24-31	31,020	6,003	\$4,073
The Molpus Company	P.O. Box 59	Philadelphia	MS	39350	654 N. State St.	24-32	15,071	5,400	\$2,252
Coxwell & Associates PLLC	500 N. State St.	Jackson	MS	39202	500 N. State St.	24-43	12,800	4,078	\$1,857
Jerry Lake	711 High St.	Jackson	MS	39211	713 High St.	24-49	14,738	7,782	\$2,477
Miss. Municipal Service Co. Inc.	600 E. Amite St.	Jackson	MS	39201	600 E. Amite St.	30-1-1	9,805	17,640	\$3,019
Old Capitol Inn Inc.	226 N. State St.	Jackson	MS	39201	226 N. State St.	30-3	20,475	30,259	\$5,581
Old Capitol Inn Inc.	226 N. State St.	Jackson	MS	39201	N. State St.	30-3-1	10,890	0	\$1,198
John A. & Ray Paige Eaves	101 N. State St.	Jackson	MS	39201	105 N. State St.	33-1	1,975	4,576	\$721
Tiffany E. Schlessinger	101 N. State Street	Jackson	MS	39201	123 N. State St.	33-10	3,828	4,750	\$944
Deborah M. Thrash	920 La Roche Ct	Ridgeland	MS	39157	129 N. State St.	33-11	6,496	3,600	\$1,111
John A. Eaves Jr.	101 N. State St.	Jackson	MS	39201	101 N. State St.	33-1-1	2,906	4,640	\$830
Deborah M. Thrash	920 La Roche Ct	Ridgeland	MS	39157	125 N. State St.	33-11-1	4,104	4,970	\$998
Christieco LLC	500 E. Capitol Street	Jackson	MS	39201	500 E. Capitol St.	33-14	4,516	12,000	\$1,817
Christieco LLC	500 E. Capitol Street	Jackson	MS	39201	0 N. President St.	33-14-1	2,175	0	\$239
Christieco LLC	500 E. Capitol Street	Jackson	MS	39201	0 E. Capitol St.	33-15	3,879	0	\$427
Elaine L. Mack	P.O. Box 3582	Jackson	MS	39207	434 E. Capitol St.	33-17	2,916	2,916	\$642
Elaine L. Mack	P.O. Box 3582	Jackson	MS	39207	107 N. President	33-18	1,324	1,324	\$291
Elaine L. Mack	P.O. Box 3582	Jackson	MS	39207	436 E. Capitol St.	33-18-1	1,037	1,037	\$228
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	426 E. Capitol St.	33-19	5,400	4,350	\$1,073
John A. Eaves Jr.	101 N. State St.	Jackson	MS	39201	520 E. Capitol St.	33-2	3,156	3,156	\$694
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	422 E. Capitol St.	33-20	3,240	2,059	\$583
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	418 E. Capitol St.	33-21	6,060	1,875	\$873
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	113 N. President St.	33-22	4,400	6,600	\$1,210
Plaza Building LLC	P.O. Box 491817	Los Angeles	CA	90049	120 N. Congress St.	33-27	10,400	102,000	\$12,364
Emporium Property LLC	P.O. Box 56607	Atlanta	GA	30343	400 E. Capitol St.	33-29	19,275	61,690	\$8,906
Consolidated Investment Co.	414 E. Capitol Street	Jackson	MS	39201	414 E. Capitol St.	33-31	2,480	4,118	\$726
Backwater Management LLC	809 Avondale Street	Jackson	MS	39216	0 N. State St.	33-33	3,779	0	\$416
518 E. Capitol LLC	346 Frazier Ave.	Chattanooga	TN	37405	518 E. Capitol St.	33-4	3,344	11,600	\$1,644
Paige E. Ray	101 N. State St.	Jackson	MS	39201	107 N. State St.	33-5	1,872	3,400	\$580
Backwater Management LLC	809 Avondale Street	Jackson	MS	39216	109 N. State St.(11)	33-6	2,195	2,880	\$558
John A. Eaves, Jr.	101 N. State St.	Jackson	MS	39201	113 N. State St. Apt. A	33-7	2,328	2,880	\$573
Backwater Management LLC	809 Avondale Street	Jackson	MS	39216	117 N. State St. Apt. 21	33-8	7,749	10,650	\$2,024
John A. Eaves, Jr.	101 N. State St.	Jackson	MS	39201	115 N. State St.	33-8-1	2,720	2,880	\$616

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 2, 2022 10:00 A.M.**

505

MS Republican Party Building Trust	P.O. Box 60	Jackson	MS	3920 5	228 N. Congress St.	34-11	12,800	6,260	\$2,097
Congress St. Investors LLC	P.O. Box 13925	Jackson	MS	3923 6	202 N. Congress	34-14	42,720	39,950	\$9,094
Nolan S. Harper	1432 1st Street	New Orleans	LA	7013 0	E. Amite St.	34-16	12,080	0	\$1,329
ECM Development	201 N. President Street	Jackson	MS	3920 1	201 N. President	34-2	6,825	8,350	\$1,669
222 LLC	100 Gulf South Dr.	Flowood	MS	3923 2	Yazoo St.	34-23	6,320	0	\$695
John Giddens Properties LLC	226 N. President St.	Jackson	MS	3920 1	226 N. President St.	34-24	4,640	2,900	\$829
222 LLC	100 Gulf South Dr.	Flowood	MS	3923 2	222 N. President	34-25	8,000	22,989	\$3,409
ECM Development	201 N. President Street	Jackson	MS	3922 5	0 E. Amite St.	34-3	1,925	0	\$212
Charles R. McRae	416 E. Amite St.	Jackson	MS	3920 1	416 E. Amite St.	34-4	2,450	7,140	\$1,055
Wendy A. Hutchins	2422 Jackson Johnson Rd	Terry	MS	3917 0	418 Yazoo St.	34-45	2,277	1,740	\$442
Joan B. Bellan	3936 Kings Highway	Jackson	MS	3921 6	316 N. Congress St.	34-51	9,001	0	\$990
Galloway Properties LLC	P.O. Box 22929	Jackson	MS	3922 5	304 N. Congress St.	34-54	12,305	7,000	\$2,124
Galloway Properties LLC	P.O. Box 22929	Jackson	MS	3922 5	Yazoo St.	34-55	4,815	0	\$530
Congress St. Investors LLC	P.O. Box 13925	Jackson	MS	3923 6	219 N. President	34-7	20,000	3,042	\$2,535
William H. Morris	P.O. Box 41	Jackson	MS	3920 5	N. State St.	35-11	7,356	0	\$809
Hebron Morris	P.O. Box 41	Jackson	MS	3920 5	513 N. State St.	35-12	6,720	4,200	\$1,201
Mrs. Dean Alexander	P.O. Box 41	Jackson	MS	3920 5	College St.	35-18	10,880	0	\$1,197
Mississippi Bar Foundation Inc.	P.O. Box 2168	Jackson	MS	3922 5	N. President St.	36-12	11,888	0	\$1,308
Miss. Road Builders Assoc.	601 George St.	Jackson	MS	3920 2	601 George St.	36-14	16,311	4,800	\$2,322
TJB Holdings LLC	101 Windsor Blvd.	Brandon	MS	3904 2	625 N. State St.	36-3	6,800	0	\$748
TJB Holdings LLC	101 Windsor Blvd.	Brandon	MS	3904 2	625 N. State St.	36-5	14,960	12,960	\$3,071
633 N. State LLC	P.O. Box 13809	Jackson	MS	3923 6	633 N. State St.	36-6	38,400	64,768	\$11,348
Sandra F. Holly	300 N. Farish Street, Ste. C	Jackson	MS	3920 2	300 N. Farish St.	83-3	8,712	4,899	\$1,497
Hertz Jackson One LLC	21860 Burbank Blvd.	Woodland Hills	CA	9136 7	220 E. Amite St.	84-12-1	40,467	212,283	\$27,803
St. Peters Co. Cathedral Parking Lot	P.O. Box 57	Jackson	MS	3920 5	N. West St.	84-12-2	11,830	0	\$1,301
LW Jackson 1X LLC	200 E. Amite Street	Jackson	MS	3920 1	200 E. Amite St.	84-12-3	41,184	396,000	\$48,090
Deposit Guaranty National Bank c/o Regions Bank	250 Riverchase Pkwy Ste. 600	Birmingham	AL	3524 4	219 N. Lamar St.	84-13	18,690	4,158	\$2,513
Deposit Guaranty National Bank c/o Regions Bank	250 Riverchase Pkwy Ste. 600	Birmingham	AL	3524 4	205 N. Lamar St.	84-13-2	20,347	1,075	\$2,356
Deposit Guaranty National Bank c/o Regions Bank	250 Riverchase Pkwy Ste. 600	Birmingham	AL	3524 4	N. Lamar St.	84-14	2,818	0	\$310
T & W Metro Properties LLC	P.O. Box 22688	Jackson	MS	3922 5	124 E. Amite St.	84-18	8,500	5,000	\$1,485
Integrated Management Services PA	126 East Amite Street	Jackson	MS	3920 1	126 East Amite St.	84-19	12,799	15,000	\$3,058
138 Partners	P.O. Box 1220	Jackson	MS	3921 5	138 E. Amite St.	84-22	8,138	6,950	\$1,660
TCARS LP	162 E. Amite St.	Jackson	MS	3920 1	162 E. Amite St.	84-26	36,784	40,250	\$8,474

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 2, 2022 10:00 A.M.**

506

Hill-Holy Building LLC	300 N. Farish Street, Ste. C	Jackson	MS	3920 2	115 E. Griffith St.	84-27	9,463	0	\$1,041
Capitol Street Development LLC	21860 Burbank Blvd.	Woodland Hills	CA	9136 7	200 E. Capitol St.	85-18	10,659	162,448	\$19,042
Hertz Jackson One LLC	21860 Burbank Blvd.	Woodland Hills	CA	9136 7	210 E. Capitol St.	85-21	51,734	335,332	\$42,577
Richard D. Harding Rev. Trust	P.O. Box 125	Clinton	MS	3906 0	E. Capitol St.	85-24	3,437	0	\$378
226 East Capitol Street LLC c/o Steven Gold	421 Ponte Vedra Blvd.	Ponte Vedra Beach	FL	3208 2	226 E. Capitol St.	85-25	2,200	2,200	\$484
Godwin & Sarah Dafe	1011 Hallmark Drive	Jackson	MS	3920 6	224 E. Capitol St.	85-26	1,980	1,980	\$436
DeShun & Vatteria Martin	228 E. Capitol Street	Jackson	MS	3920 1	228 E. Capitol St.	85-27	2,200	2,200	\$484
Larry & Demetrica Nixon	234 Capitol Street	Jackson	MS	3920 1	230 E. Capitol St.	85-28	5,072	15,216	\$2,232
OmniBank	P.O. Box 22624	Jackson	MS	3922 5	236 E. Capitol St.	85-29	6,957	41,742	\$5,357
Trustmark National Bank	P.O. Box 291	Jackson	MS	3920 5	244 E. Capitol St.	85-30	5,500	11,000	\$1,815
First National Bank	P.O. Box 291	Jackson	MS	3920 5	248 Capitol St.	85-31	18,044	343,000	\$39,715
First National Bank	P.O. Box 291	Jackson	MS	3920 5	227 E. Amite St.	85-35	30,009	190,855	\$24,295
Hertz Jackson Five LLC	1522 2nd St.	Santa Monica	CA	9040 1	0 E. Capitol St.	85-8	62,726	0	\$6,900
Hertz OJP Holdings LLC	21860 Burbank Blvd. Ste. 300 S	Woodland Hills	CA	9136 7	188 E. Capitol St.	85-8-2	53,578	228,000	\$30,974
Hertz Jackson Three LLC	21860 Burbank Blvd.	Woodland Hills	CA	9136 7	190 E. Capitol Street	85-8-3	87,263	192,000	\$30,719
James H. Meredith	929 Meadowbrook Rd.	Jackson	MS	3920 6	N. Mill St.	86-12	4,684	0	\$515
James H. Meredith	929 Meadowbrook Rd.	Jackson	MS	3920 6	217 W. Griffith St.	86-13	2,911	4,900	\$859
Jessica S. Daigle	1905 Avenue St.	McDonough	GA	3025 3	218 N. Mill St.	86-14	11,040	9,900	\$2,303
Big Fun LLC	1035 Felicity Street	New Orleans	LA	7013 0	0 N. Mill St.	86-15	5,580	0	\$614
Big Fun LLC	1035 Felicity Street	New Orleans	LA	3920 5	200 N. Mill St.	86-16	7,210	3,450	\$1,173
Jessica S. Daigle	1905 Avenue St.	McDonough	GA	3025 3	146 W. Amite St.	86-17	9,588	0	\$1,055
Jessica S. Daigle	1905 Avenue St.	McDonough	GA	3025 3	W. Griffith St.	86-18	7,440	0	\$818
Lyle Sohn	111 Broadmeadow Drive	Grenada	MS	3890 1	0 W. Griffith St.	86-19	3,000	0	\$330
Dennis Milton	4835 Kilkullen Place	Jackson	MS	3920 9	137 W. Griffith St.	86-20	2,975	3,425	\$704
Dennis Milton	4835 Kilkullen Place	Jackson	MS	3920 9	133 W. Griffith St.	86-21	5,285	5,169	\$1,150
Charles E. Price & Vera S. Willis	15914 Messa Gardens Dr.	Houston	TX	7709 5	N. Roach St.	86-22	2,438	0	\$268
Frank E. Dennis	3239 Copperfield St.	Jackson	MS	3920 9	0 Youngs Alley	86-40	1,480	0	\$163
Frank E. Dennis	3239 Copperfield St.	Jackson	MS	3920 9	0 N. Farish St.	86-41	1,485	0	\$163
Adam Hayes & Daniel Dillon	504 Plum Grove	Brandon	MS	3904 7	305 N. Farish St.	86-43	9,450	4,810	\$1,569
Adam Hayes & Daniel Dillon	504 Plum Grove	Brandon	MS	3904 7	303 N. Farish St.	86-48	4,461	1,725	\$680
Adam Hayes & Daniel Dillon	504 Plum Grove	Brandon	MS	3904 7	0 N. Farish St.	86-48-1	2,730	0	\$300
Farish Street Properties LLC	100 Amite Street	Jackson	MS	3920 1	100 W. Amite St.	86-56	9,952	4,000	\$1,535
Albert M. Spann, Jr.	P.O. Box 621	Jackson	MS	3920 5	118 N. Mill St.	86-64	6,565	630	\$791
Major Mortgage & Inv.	207 W. Amite St. #10	Jackson	MS	3920 1	0 N. Mill St.	86-65	8,834	0	\$972
Major Mortgage & Inv.	207 W. Amite St. #10	Jackson	MS	3920 1	0 N. Mill St.	86-66	7,272	0	\$800
Thomas Faulkner	346 Frazier Avenue	Chattanooga	TN	3740 5	0 N. Mill Street	86-66-1	2,178	0	\$240

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 2, 2022 10:00 A.M.**

507

Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	7011 2	236 W. Capitol St.	86-67	2,400	4,800	\$792
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	7011 2	232 W. Capitol St.	86-68	2,400	4,800	\$792
Capitol Hotel LLC	346 Frazier Ave.	Chatfan ooga	TN	3704 5	226 W. Capitol St.	86-69	6,260	9,056	\$1,685
Major Mortgage & Inv.	207 W. Amite St. #10	Jackson	MS	3920 1	0 W. Capitol St.	86-69-1	2,526	0	\$278
Emmanuel Okolo	1716 Richmond Avenue	Houston	TX	7709 8	224 W. Capitol St.	86-70	3,844	3,200	\$775
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	7011 2	222 W. Capitol St.	86-71	2,370	4,744	\$783
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	7011 2	218 W. Capitol St.	86-72	10,880	2,710	\$1,495
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	7011 2	220 W. Capitol St.	86-72-1	3,163	3,000	\$678
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	7011 2	214 E. Capitol St.(16)	86-73	6,464	8,325	\$1,627
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	7011 2	0 W. Capitol St.	86-74	7,383	0	\$812
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	7011 2	210 W. Capitol St.(12)	86-74-1	2,056	4,000	\$666
Albert M. Spann, Jr.	P.O. Box 621	Jackson	MS	3920 5	208 W. Capitol St.	86-75	8,284	3,600	\$1,307
Theodore Orkin, Jr. et al	P.O. Box 14001	Jackson	MS	3923 6	206 W. Capitol St.	86-76	7,100	2,100	\$1,012
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	3921 6	0 W. Capitol St.	86-76-1	6,008	0	\$661
Crossroads Enterprises Inc.	207 W. Amite St. #10	Jackson	MS	3920 1	207 W. Amite St.	86-76-2	12,049	41,000	\$5,835
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	3921 6	200 W. Capitol St.(02)	86-77	12,198	0	\$1,342
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	3921 6	0 N. Roach St.	86-77-1	9,302	0	\$1,023
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	3921 6	0 W. Amite St.	86-77-2	1,850	0	\$204
TOTAL							3,258,324	6,584,831	\$1,082,747

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

President Foote recognized **Ron Aldridge, Jackson Business Owner**, who provided a brief overview of said item.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF CONSENT TO RESCIND TRUSTMARK NATIONAL BANK, JACKSON MISSISSIPPI, AS PAYING AGENT FOR TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2009 (RIVER HILLS CLUB PROJECT), AND AUTHORIZE SUCCESSOR PAYING AGENT THE PEOPLES BANK, BILOXI, MISSISSIPPI, EFFECTIVE AUGUST 15, 2022.

WHEREAS, on January 27, 2009, the Jackson City Council adopted a resolution authorizing and directing the issuance of Tax Increment Financing Revenue Bonds, Series 2009 (River Hills Club Project) of the City of Jackson, Mississippi, in the principal amount of Nine Hundred Thousand Dollars (\$900,000) to raise money for the Project Infrastructure; and

WHEREAS, on April 24, 2009, the City of Jackson issued \$407,000 in Tax Increment Financing Revenue Bonds, Series 2009 with principal and interest beginning April 1, 2010, and ending April 1, 2024; and

WHEREAS, on March 17, 2022, Trustmark National Bank informed the City of Jackson, through the Department of Administration, of the sale of Trustmark Corporate Trust business. Trustmark entered into an Asset Purchase Agreement with The Peoples Bank, Biloxi, Mississippi, whereby Trustmark will sell, and Peoples will purchase substantially all of Trustmark's Corporate Trust business, which includes the Bonds for which Trustmark is serving as Trustee and/or Paying Agent; and

WHEREAS, as part of the transaction, Trustmark will assign to Peoples the role of Trustee and/or Paying Agent at the closing of the transaction, which is expected to occur on August 15, 2022; and

WHEREAS, The Peoples Bank, will be authorized as the successor paying agent for the Tax Increment Financing Revenue Bond, Series 2009 (River Hills Club Project) effective August 15, 2022; and

WHEREAS, the bond documents require the consent of the governing authority to Trustmark's resignation as Trustee/Paying Agent and appointment of Peoples as successor Trustee/Paying Agent; and

WHEREAS, upon approval, the Mayor must sign that attached letter of consent and return it to Brunini, Grantham, Gower & Hewes, PLLC, 190 E. Capitol Street, Suite 100, Jackson, MS 39201 or by email to Drew Bigelow, dbigelow@brunini.com; and

WHEREAS, by signing the letter of consent, the City of Jackson will affirmatively waive any time frames for notices and/or resignation of the Trustee and/or Paying Agent under the Bond documents, if any.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the letter of consent to Trustmark's resignation and hereby consents to the assignment of the Trustee/Paying Agent role under the Bonds from Trustmark to Peoples effective August 15, 2022.

Council Member Hartley moved adoption; Council Member Lindsay seconded.

President Foote recognized **Sondra Moncure, Deputy City Attorney**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

ORDER ESTABLISHING THE ASSESSMENT FOR THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT.

WHEREAS, an election was held on January 17, 2017, allowing district property owners to reauthorize the district boundaries, the district plan and the district management agency for a period of 10 years; and

WHEREAS, the results of said election exceeded the sixty-percent affirmative threshold; and

WHEREAS, pursuant to Mississippi Code Annotated, as amended, 21-43-123, the City is authorized to levy an assessment and distribute funds to the Management Agency now established as Downtown Jackson Partners; and

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 2, 2022 10:00 A.M.**

WHEREAS, this procedure has been followed since 1996;

IT IS HEREBY ORDERED by the City Council of Jackson, Mississippi, there is levied on all taxable real property in the Downtown Jackson Business Improvement District within the corporate limits of the City of Jackson a levy of \$0.11 on each square foot of buildings and unimproved real estate for the following properties:

Property Owner	Mailing Address	City	State	Zip Code	Property Address	Parcel #	Land Sq. Ft.	Bldg. Sq. Ft.	Assessment \$0.11 Per Square Foot
MS Power & Light Co. Attn. Advalorem Tax Section	P.O. Box 1640	Jackson	MS	39205	711 Tombigbee St.(71)	1194-5	105,152	45,975	\$16,624
Mississippi Power & Light Co.	233 N. Michigan Ave C.				0 S. Commerce St.	1194-6	12,160	0	\$1,338
Mississippi Power & Light Company	P.O. Box 1640	Jackson	MS	39205	740 E. South St.	1194-7	120,608	30,365	\$16,607
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 Tombigbee St.	186-10	2,440	0	\$268
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 S. West St.	186-11	3,500	0	\$385
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 S. West St.	186-12	12,800	0	\$1,408
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 Tombigbee St.	186-13	1,500	0	\$165
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 E. Pascagoula St.	186-14	12,000	0	\$1,320
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	301 E. Pascagoula	186-15	12,000	24,000	\$3,960
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	0 S. Congress	186-21	4,000	0	\$440
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	0 S. Congress St.	186-21-1	5,227	0	\$575
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	445 S. Congress St.	186-21-2	2,614	0	\$288
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	S. West St.	186-24	35,040	0	\$3,854
Brokerage Inc.	400 Poydras St. Ste. 2400	New Orleans	LA	70130	425 Tombigbee St.	186-26	2,430	4,456	\$757
Capital Hotel Associates LLC	4141 Crane Blvd.	Jackson	MS	39216	0 Tombigbee St.	186-27	55,776	0	\$6,135
Capital Hotel Associates II LLC	4141 Crane Blvd.	Jackson	MS	39216	413 S. President St.	186-28	7,500	7,840	\$1,687
Simpson-Luckett LLC	4141 Crane Blvd.	Jackson	MS	39216	499 S. President St.	186-29	16,000	13,888	\$3,288
Wayne E. Ferrell, Jr.	405 Tombigbee Street	Jackson	MS	39201	0 S. Congress St.	186-32	5,516	0	\$607
Wayne E. Ferrell, Jr.	405 Tombigbee Street	Jackson	MS	39201	0 S. Congress St.	186-33	9,834	0	\$1,082
Wayne E. Ferrell, Jr.	405 Tombigbee Street	Jackson	MS	39201	405 Tombigbee	186-34	5,568	11,200	\$1,844
Wayne E. Ferrell, Jr.	P.O. Box 24448	Jackson	MS	39225	408 S. Congress St.	186-34-1	3,425	0	\$377
Downtown Property Development LLC	355 S. State Street	Jackson	MS	39201	355 S. State St.	186-41	20,120	2,700	\$2,510
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	401 S. State St.	186-49	10,520	10,400	\$2,301
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	0 Tombigbee St.	186-50	1,360	0	\$150
Mrs. M. H. Whatley Life Est.	P.O. Box 22985	Jackson	MS	39225	0 Tombigbee St.	186-50-1	588	0	\$65
LPC Properties LLC	410 S. President St.	Jackson	MS	39201	0 Tombigbee St.	186-51	2,052	0	\$226
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	411 S. State St.	186-52	7,264	3,200	\$1,151
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	409 S. State St.	186-52-1	5,841	3,120	\$986
Priority Housing LLC	P.O. Box 13924	Jackson	MS	39236	417 S. State St.	186-53	13,028	4,960	\$1,979
Sanford Knott	P.O. Box 1208	Jackson	MS	39215	425 S. State St.	186-54	4,000	4,043	\$885
Cynthia G. Pittman	P.O. Box 22985	Jackson	MS	39225	0 S. President St.	186-57	12,800	0	\$1,408

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 2, 2022 10:00 A.M.**

510

PGRW Properties LLC	P.O. Box 22985	Jackson	MS	39225	0 Tombigbee St.	186-58	24,305	0	\$2,674
PGRW Properties LLC	P.O. Box 22985	Jackson	MS	39225	410 S. President St.	186-59	5,760	3,780	\$1,049
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 Tombigbee St.	186-9	4,000	0	\$440
Kountouris Properties LLC	123 W. Capitol Street	Jackson	MS	39201	123 W. Capitol St.	190-11	2,350	8,836	\$1,230
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	119 W. Capitol St.	190-12	2,350	4,700	\$776
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	117 W. Capitol St.	190-13	2,350	2,350	\$517
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	113 W. Capitol	190-14	4,930	9,400	\$1,576
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	0 W. Capitol Street	190-15	4,700	0	\$517
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 S. Roach St.	190-19	7,073	0	\$778
King Edward Revitalization Co. LLC	812 Gravier St. Ste. 200	New Orleans	LA	70112	235 W. Capitol St.	190-2	107,391	410,756	\$56,996
John W. Holden, Jr.	P.O. Box 1055	Cleveland	TN	37364	116 S. Roach St.	190-20	4,064	4,400	\$931
E & R Rental Properties LLC	140 W. Pearl Street	Jackson	MS	39201	140 W. Pearl St.	190-21	17,934	4,960	\$2,518
Pruet Oil Co.	217 W. Capitol St. Suite 201	Jackson	MS	39201	217 W. Capitol St.	190-4	9,600	20,400	\$3,300
Alorod Property Management LLC	215 W. Capitol Street	Jackson	MS	39201	215 W. Capitol St.	190-5	4,800	2,848	\$841
James Washington	2701 N. State Street	Jackson	MS	39216	213 W. Capitol St.	190-6	3,920	3,430	\$809
James Washington	2701 N. State Street	Jackson	MS	39216	209 W. Capitol St.	190-7	4,016	6,860	\$1,196
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	205 W. Capitol St.	190-8	3,500	13,723	\$1,895
CAI Realty LLC	P.O. Box 655	Jackson	MS	39205	207 W. Capitol St.	190-8-1	2,160	1,640	\$418
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-2	588	5,414	\$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-3	588	5,414	\$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-4	588	5,414	\$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-5	588	5,414	\$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-6	588	5,414	\$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-7	588	5,414	\$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-8	588	5,414	\$660
Select Edge Realty LLC	277 E. Pearl Street	Jackson	MS	39201	0 S. West St.	191-1	7,050	0	\$776
Kaz LLC	346 Heritage Place	Jackson	MS	39212	E. Pascagoula	191-12	7,571	0	\$833
Kaz LLC	346 Heritage Place	Jackson	MS	39212	124 E. Pascagoula	191-13	7,384	0	\$812
CO2 Investments LLC	109 Inez Owens Drive	Jackson	MS	39212	157 E. Pearl St.	191-25	2,365	2,160	\$498
Perinatal Services PLLC	109 Inez Owens Drive	Jackson	MS	39212	159 E. Pearl St.	191-26	2,530	2,160	\$516
Powell Organization LLC	112 Grandview Cir	Brandon	MS	39047	201 S. Lamar St.	191-27	4,812	4,812	\$1,059
DMHC Investment LLC	213 S. Lamar Street	Jackson	MS	39201	213 S. Lamar St.(15)	191-28	3,875	6,720	\$1,165
Hertz Jackson City Centery LLC	21890 Burbank Blvd. Ste. 300 S.	Woodland Hills	CA	91367	211 S. West St.	191-3	49,049	157,194	\$22,687
Bailey Mortgage Co.	214 W. College Street	Murfreesboro	TN	37130	200 S. Lamar St.	191-30	24,863	166,128	\$21,009
Bailey Mortgage Co.	214 W. College Street	Murfreesboro	TN	37130	211 E. Pearl St.	191-32	13,948	0	\$1,534
Wolverton Pearl Street Properties LLC	167 E. Pearl St.	Jackson	MS	39201	225 E. Pearl St.	191-33	12,000	9,750	\$2,393
Tanner Commercial Properties LLC	121 Bridgewater Xing	Ridgeland	MS	39157	265 E. Pearl St.	191-34	3,300	2,730	\$663
Tanner Commercial Properties LLC	1012 Parkwood Pl.	Jackson	MS	39206	263 E. Pearl St.	191-34-1	3,300	2,730	\$663

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 2, 2022 10:00 A.M.**

511

Select Edge Realty LLC	277 E. Pearl Street	Jackson	MS	39201	277 E. Pearl St.	191-35	15,090	21,788	\$4,057
Larry & Anita Stamps	P.O. Box 2916	Jackson	MS	39207	269 E. Pearl St.	191-36	6,660	11,700	\$2,020
Saliba H. & Lamia R. Dabit	101 E. Capitol Street	Jackson	MS	39201	101 E. Capitol St.	191-37	7,200	19,440	\$2,930
Saliba H. & Lamia R. Dabit	101 E. Capitol Street	Jackson	MS	39201	109 E. Capitol St.	191-38	2,300	3,450	\$633
Hertz Jackson Four LLC	21860 Burbank Blvd. Ste. 300 S	Woodland Hills	CA	91367	111 East Capitol St.	191-39	88,375	279,360	\$40,451
Elite Indian Cuisine LLC	457 Bozeman Rd	Madison	MS	39110	0 E. Capitol St.	191-47	5,251	0	\$578
South Central Bell	P.O. Box 811	Jackson	MS	39205	0 E. Capitol St.	191-48	192	0	\$21
Elite Indian Cuisine LLC	457 Bozeman Rd	Madison	MS	39110	141 E. Capitol St.	191-49	4,376	4,000	\$921
MS Regional Housing Authority MP VI	2180 Terry Rd	Jackson	MS	39205	175 E. Capitol St.	191-50	93,608	330,000	\$46,597
South Central Bell	220 E. Pearl Street	Jackson	MS	39201	0 E. Capitol St.	191-65	19,472	156,839	\$19,394
AT&T	220 E. Pearl Street	Jackson	MS	39201	0 East Pearl St.	191-66	15,122	145,286	\$17,645
South Central Bell	220 E. Pearl Street	Jackson	MS	39201	215 E. Capitol St.(23)	191-67	12,419	0	\$1,366
225 East Capitol Street Hotel LLC	2727 Kirby Drive Apt. 15C	Houston	TX	77098	225 E. Capitol St.	191-68	33,944	182,258	\$23,782
Ridgway Management	P.O. Box 187	Jackson	MS	39205	235 E. Capitol St.	191-70	12,825	11,310	\$2,655
Southern Institute of Fine Arts Development Co.	2727 Kirby Drive Apt. 15C	Houston	TX	77098	245 E. Capitol St.	191-71	63,000	115,000	\$19,580
Security Centre Inc.	214 W. College Street	Murfreesboro	TN	37130	200 S. Lamar St.	191-8	17,083	70,486	\$9,633
Security Centre Inc.	214 W. College Street	Murfreesboro	TN	37130	200 S. Lamar St.	191-8-1	15,141	70,486	\$9,419
Cardan Enterprises LLC	378 Fannin Landing Cir	Brandon	MS	39042	156 E. Pascagoula	191-9	18,040	8,850	\$2,958
Acroterion LLC	1041 Tommy Munro Drive	Biloxi	MS	39532	329 E. Capitol St.	192-1	7,664	12,675	\$2,237
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	309 E. Pearl St.	192-16	43,651	108,000	\$16,682
Lamar Life Qalib. LLC	125 S. Congress St. Ste. 1800	Jackson	MS	39201	315 E. Capitol St.	192-2	4,506	87,000	\$10,066
Mississippi Power & Light Company	P.O. Box 1640	Jackson	MS	39205	0 E. Pearl St.	192-23-1	600	0	\$66
Investek Inc. Lessee	P.O. Box 1006	Jackson	MS	39215	119 S. President St.	192-24	5,600	13,104	\$2,057
Thomas Spengler Bldg. LLC	129 S. President St.	Jackson	MS	39201	129 S. President St.	192-27	21,280	14,532	\$3,939
Mattiace Office Co. LLC	P.O. Box 13809	Jackson	MS	39236	125 S. Congress St.	192-3	25,536	393,420	\$46,085
Duckworth Property Investments II	308 E. Pearl Street, Suite 200	Jackson	MS	39201	0 E. Pearl St.	192-31	11,120	0	\$1,223
Duckworth Property Investments II	308 E. Pearl Street, Suite 200	Jackson	MS	39201	100 S. Congress St.	192-32	14,560	0	\$1,602
Le Fleurs Bluff Properties LLC	43 Farnham Pl.	Metairie	LA	70005	401 E. Capitol St.(11)	192-34	25,231	91,557	\$12,847
Le Fleurs Bluff Properties LLC	43 Farnham Pl.	Metairie	LA	70005	413 E. Capitol St.	192-35	2,532	10,176	\$1,398
Le Fleurs Bluff Properties LLC	43 Farnham Pl.	Metairie	LA	70005	415 E. Capitol St.	192-36	3,048	6,096	\$1,006
Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	525 E. Capitol St.	192-37	12,618	70,111	\$9,100
Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	525 E. Capitol St.	192-38	4,333	5,700	\$1,104
Electric Holdings LLC	308 E. Pearl Street, Suite 200	Jackson	MS	39201	310 E. Pearl St.	192-4	11,920	119,000	\$14,401
Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	0 S. President St.	192-45	29,440	3,876	\$3,665
Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	0 S. State St.	192-45-1	36,691	0	\$4,036
Lifestyle Inc.	P.O. Box 10032	Jackson	MS	39286	112 S. President St.	192-56	745	756	\$165

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 2, 2022 10:00 A.M.**

512

Macon Building LLC	501 E. Capitol St.	Jackson	MS	39201	501 E. Capitol St.	192-57-	3,512	12,000	\$1,706
Lakeside Management LLC	814 N. Congress St.	Jackson	MS	39202	507 E. Capitol St.	192-59	8,512	38,160	\$5,134
Gannett River States Publishing	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	201 S. Congress St.	192-6	52,599	66,000	\$13,046
William Waller, Jr. & Robert O. Waller	P.O. Box 4	Jackson	MS	39205	220 S. President St.	192-74	7,680	2,750	\$1,147
Gadow & Tyler Holding Co. LLC	511 E. Pearl Street	Jackson	MS	39201	511 E. Pearl St.	192-79	3,000	3,200	\$682
Gannett River States Publishing	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 E. Pascagoula St.	192-9	13,024	0	\$1,433
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	38655	0 S. State St.	193-1	7,875	0	\$866
Storagemax Downtown LLC	40 Northtown Dr.	Jackson	MS	39211	304 S. State St.	193-10	13,650	32,000	\$5,022
Capital City Property	259 Northside Dr	Newton	MS	39345	312 S. State St.	193-11	66,812	45,175	\$12,319
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	38655	0 S. State St.	193-2	2,550	0	\$281
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	38655	0 S. State St.	193-3	3,700	0	\$407
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	38655	0 S. State St.	193-4	4,500	0	\$495
George J. Stodghill	214 S. State Street	Jackson	MS	39201	214 S. State St.	193-5	3,900	4,875	\$965
George J. Stodghill	216 S. State Street	Jackson	MS	39201	216 S. State St.	193-6	3,900	8,775	\$1,394
SWW Properties LLC	4526 Brook Drive	Jackson	MS	39206	0 S. State St.	193-7	23,714	0	\$2,609
Cellular South Real Estate Inc.	1018 Highland Colony Pkwy Ste. 330	Jackson	MS	39157	400 S. State St.	194-1	34,131	18,500	\$5,789
Dixie Properties MS LLC	100 Calumet Gardens Ste. 100	Madison	MS	39110	414 S. State St.	194-2	17,600	19,050	\$4,032
Cadillac Games LLC	43 Farnham Pl.	Metairie	LA	70005	430 S. State St.	194-4	50,208	21,700	\$7,910
Rockwell Debt Free Property Inc.	1163 E. Bountiful Hills Dr.	Bountiful	UT	84010	656 N. State St.	24-21	48,569	9,154	\$6,350
Saturday Seller LLC	120 Kirkwood Place	Jackson	MS	39211	610 N. State St.	24-26	14,531	11,780	\$2,894
Alorod Property Management LLC	602 N. State Street	Jackson	MS	39202	628 N. State St.	24-29	37,143	10,800	\$5,274
Mississippi Assoc. of Fin. Inst. Of Deposit	P.O. Box 37	Jackson	MS	39205	640 N. State St.	24-31	31,020	6,003	\$4,073
The Molpus Company	P.O. Box 59	Philadelphia	MS	39350	654 N. State St.	24-32	15,071	5,400	\$2,252
Coxwell & Associates PLLC	500 N. State St.	Jackson	MS	39202	500 N. State St.	24-43	12,800	4,078	\$1,857
Jerry Lake	711 High St.	Jackson	MS	39211	713 High St.	24-49	14,738	7,782	\$2,477
Miss. Municipal Service Co. Inc.	600 E. Amite St.	Jackson	MS	39201	600 E. Amite St.	30-1-1	9,805	17,640	\$3,019
Old Capitol Inn Inc.	226 N. State St.	Jackson	MS	39201	226 N. State St.	30-3	20,475	30,259	\$5,581
Old Capitol Inn Inc.	226 N. State St.	Jackson	MS	39201	N. State St.	30-3-1	10,890	0	\$1,198
John A. & Ray Paige Eaves	101 N. State St.	Jackson	MS	39201	105 N. State St.	33-1	1,975	4,576	\$721
Tiffany E. Schlesinger	101 N. State Street	Jackson	MS	39201	123 N. State St.	33-10	3,828	4,750	\$944
Deborah M. Thrash	920 La Roche Ct	Ridgeland	MS	39157	129 N. State St.	33-11	6,496	3,600	\$1,111
John A. Eaves Jr.	101 N. State St.	Jackson	MS	39201	101 N. State St.	33-1-1	2,906	4,640	\$830
Deborah M. Thrash	920 La Roche Ct	Ridgeland	MS	39157	125 N. State St.	33-11-1	4,104	4,970	\$998
Christieco LLC	500 E. Capitol Street	Jackson	MS	39201	500 E. Capitol St.	33-14	4,516	12,000	\$1,817
Christieco LLC	500 E. Capitol Street	Jackson	MS	39201	0 N. President St.	33-14-1	2,175	0	\$239
Christieco LLC	500 E. Capitol Street	Jackson	MS	39201	0 E. Capitol St.	33-15	3,879	0	\$427
Elaine L. Mack	P.O. Box 3582	Jackson	MS	39207	434 E. Capitol St.	33-17	2,916	2,916	\$642

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 2, 2022 10:00 A.M.**

513

Elaine L. Mack	P.O. Box 3582	Jackson	MS	39207	107 N. President	33-18	1,324	1,324	\$291
Elaine L. Mack	P.O. Box 3582	Jackson	MS	39207	436 E. Capitol St.	33-18-1	1,037	1,037	\$228
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	426 E. Capitol St.	33-19	5,400	4,350	\$1,073
John A. Eaves Jr.	101 N. State St.	Jackson	MS	39201	520 E. Capitol St.	33-2	3,156	3,156	\$694
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	422 E. Capitol St.	33-20	3,240	2,059	\$583
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	418 E. Capitol St.	33-21	6,060	1,875	\$873
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	113 N. President St.	33-22	4,400	6,600	\$1,210
Plaza Building LLC	P.O. Box 491817	Los Angeles	CA	90049	120 N. Congress St.	33-27	10,400	102,000	\$12,364
Emporium Property LLC	P.O. Box 56607	Atlanta	GA	30343	400 E. Capitol St.	33-29	19,275	61,690	\$8,906
Consolidated Investment Co.	414 E. Capitol Street	Jackson	MS	39201	414 E. Capitol St.	33-31	2,480	4,118	\$726
Backwater Management LLC	809 Avondale Street	Jackson	MS	39216	0 N. State St.	33-33	3,779	0	\$416
518 E. Capitol LLC	346 Frazier Ave.	Chatanooga	TN	37405	518 E. Capitol St.	33-4	3,344	11,600	\$1,644
Paige E. Ray	101 N. State St.	Jackson	MS	39201	107 N. State St.	33-5	1,872	3,400	\$580
Backwater Management LLC	809 Avondale Street	Jackson	MS	39216	109 N. State St. (11)	33-6	2,195	2,880	\$558
John A. Eaves, Jr.	101 N. State St.	Jackson	MS	39201	113 N. State St. Apt. A	33-7	2,328	2,880	\$573
Backwater Management LLC	809 Avondale Street	Jackson	MS	39216	117 N. State St. Apt. 21	33-8	7,749	10,650	\$2,024
John A. Eaves, Jr.	101 N. State St.	Jackson	MS	39201	115 N. State St.	33-8-1	2,720	2,880	\$616
MS Republican Party Building Trust	P.O. Box 60	Jackson	MS	39205	228 N. Congress St.	34-11	12,800	6,260	\$2,097
Congress St. Investors LLC	P.O. Box 13925	Jackson	MS	39236	202 N. Congress	34-14	42,720	39,950	\$9,094
Nolan S. Harper	1432 1st Street	New Orleans	LA	70130	E. Amite St.	34-16	12,080	0	\$1,329
ECM Development	201 N. President Street	Jackson	MS	39201	201 N. President	34-2	6,825	8,350	\$1,669
222 LLC	100 Gulf South Dr.	Flowood	MS	39232	Yazoo St.	34-23	6,320	0	\$695
John Giddens Properties LLC	226 N. President St.	Jackson	MS	39201	226 N. President St.	34-24	4,640	2,900	\$829
222 LLC	100 Gulf South Dr.	Flowood	MS	39232	222 N. President	34-25	8,000	22,989	\$3,409
ECM Development	201 N. President Street	Jackson	MS	39225	0 E. Amite St.	34-3	1,925	0	\$212
Charles R. McRae	416 E Amite St.	Jackson	MS	39201	416 E. Amite St.	34-4	2,450	7,140	\$1,055
Wendy A. Hutchins	2422 Jackson Johnson Rd	Terry	MS	39170	418 Yazoo St.	34-45	2,277	1,740	\$442
Joan B. Bellan	3936 Kings Highway	Jackson	MS	39216	316 N. Congress St.	34-51	9,001	0	\$990
Galloway Properties LLC	P.O. Box 22929	Jackson	MS	39225	304 N. Congress St.	34-54	12,305	7,000	\$2,124
Galloway Properties LLC	P.O. Box 22929	Jackson	MS	39225	Yazoo St.	34-55	4,815	0	\$530
Congress St. Investors LLC	P.O. Box 13925	Jackson	MS	39236	219 N. President	34-7	20,000	3,042	\$2,535
William H. Morris	P.O. Box 41	Jackson	MS	39205	N. State St.	35-11	7,356	0	\$809
Hebron Morris	P.O. Box 41	Jackson	MS	39205	513 N. State St.	35-12	6,720	4,200	\$1,201
Mrs. Dean Alexander	P.O. Box 41	Jackson	MS	39205	College St.	35-18	10,880	0	\$1,197
Mississippi Bar Foundation Inc.	P.O. Box 2168	Jackson	MS	39225	N. President St.	36-12	11,888	0	\$1,308
Miss. Road Builders Assoc.	601 George St.	Jackson	MS	39202	601 George St.	36-14	16,311	4,800	\$2,322
TJB Holdings LLC	101 Windsor Blvd.	Brandon	MS	39042	625 N. State St.	36-3	6,800	0	\$748
TJB Holdings LLC	101 Windsor Blvd.	Brandon	MS	39042	625 N. State St.	36-5	14,960	12,960	\$3,071
633 N. State LLC	P.O. Box 13809	Jackson	MS	39236	633 N. State St.	36-6	38,400	64,768	\$11,348
Sandra F. Holly	300 N. Farish Street, Ste. C	Jackson	MS	39202	300 N. Farish St.	83-3	8,712	4,899	\$1,497

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 2, 2022 10:00 A.M.**

514

Hertz Jackson One LLC	21860 Burbank Blvd.	Woodland Hills	CA	91367	220 E. Amite St.	84-12-1	40,467	212,283	\$27,803
St. Peters Co Cathedral Parking Lot	P.O. Box 57	Jackson	MS	39205	N. West St.	84-12-2	11,830	0	\$1,301
LW Jackson IX LLC	200 E. Amite Street	Jackson	MS	39201	200 E. Amite St.	84-12-3	41,184	396,000	\$48,090
Deposit Guaranty National Bank c/o Regions Bank	250 Riverchase Pkwy Ste. 600	Birmingham	AL	35244	219 N. Lamar St.	84-13	18,690	4,158	\$2,513
Deposit Guaranty National Bank c/o Regions Bank	250 Riverchase Pkwy Ste. 600	Birmingham	AL	35244	205 N. Lamar St.	84-13-2	20,347	1,075	\$2,356
Deposit Guaranty National Bank c/o Regions Bank	250 Riverchase Pkwy Ste. 600	Birmingham	AL	35244	N. Lamar St.	84-14	2,818	0	\$310
T & W Metro Properties LLC	P.O. Box 22688	Jackson	MS	39225	124 E. Amite St.	84-18	8,500	5,000	\$1,485
Integrated Management Services PA	126 East Amite Street	Jackson	MS	39201	126 East Amite St.	84-19	12,799	15,000	\$3,058
138 Partners	P.O. Box 1220	Jackson	MS	39215	138 E. Amite St.	84-22	8,138	6,950	\$1,660
TCARS LP	162 E. Amite St.	Jackson	MS	39201	162 E. Amite St.	84-26	36,784	40,250	\$8,474
Hill-Holy Building LLC	300 N. Farish Street, Ste. C	Jackson	MS	39202	115 E. Griffith St.	84-27	9,463	0	\$1,041
Capitol Street Development LLC	21860 Burbank Blvd.	Woodland Hills	CA	91367	200 E. Capitol St.	85-18	10,659	162,448	\$19,042
Hertz Jackson One LLC	21860 Burbank Blvd.	Woodland Hills	CA	91367	210 E. Capitol St.	85-21	51,734	335,332	\$42,577
Richard D. Harding Rev. Trust	P.O. Box 125	Clinton	MS	39060	E. Capitol St.	85-24	3,437	0	\$378
226 East Capitol Street LLC c/o Steven Gold	421 Ponte Vedra Blvd.	Ponte Vedra Beach	FL	32082	226 E. Capitol St.	85-25	2,200	2,200	\$484
Godwin & Sarah Dafe	1011 Hallmark Drive	Jackson	MS	39206	224 E. Capitol St.	85-26	1,980	1,980	\$436
DeShun & Vatteria Martin	228 E. Capitol Street	Jackson	MS	39201	228 E. Capitol St.	85-27	2,200	2,200	\$484
Larry & Demetrica Nixon	234 Capitol Street	Jackson	MS	39201	230 E. Capitol St.	85-28	5,072	15,216	\$2,232
OmniBank	P.O. Box 22624	Jackson	MS	39225	236 E. Capitol St.	85-29	6,957	41,742	\$5,357
Trustmark National Bank	P.O. Box 291	Jackson	MS	39205	244 E. Capitol St.	85-30	5,500	11,000	\$1,815
First National Bank	P.O. Box 291	Jackson	MS	39205	248 Capitol St.	85-31	18,044	343,000	\$39,715
First National Bank	P.O. Box 291	Jackson	MS	39205	227 E. Amite St.	85-35	30,009	190,855	\$24,295
Hertz Jackson Five LLC	1522 2nd St.	Santa Monica	CA	90401	0 E. Capitol St.	85-8	62,726	0	\$6,900
Hertz OJP Holdings LLC	21860 Burbank Blvd. Ste. 300 S	Woodland Hills	CA	91367	188 E. Capitol St.	85-8-2	53,578	228,000	\$30,974
Hertz Jackson Three LLC	21860 Burbank Blvd.	Woodland Hills	CA	91367	190 E. Capitol Street	85-8-3	87,263	192,000	\$30,719
James H. Meredith	929 Meadowbrook Rd.	Jackson	MS	39206	N. Mill St.	86-12	4,684	0	\$515
James H. Meredith	929 Meadowbrook Rd.	Jackson	MS	39206	217 W. Griffith St.	86-13	2,911	4,900	\$859
Jessica S. Daigle	1905 Avenue St.	McDonough	GA	30253	218 N. Mill St.	86-14	11,040	9,900	\$2,303
Big Fun LLC	1035 Felicity Street	New Orleans	LA	70130	0 N. Mill St.	86-15	5,580	0	\$614
Big Fun LLC	1035 Felicity Street	New Orleans	LA	39205	200 N. Mill St.	86-16	7,210	3,450	\$1,173
Jessica S. Daigle	1905 Avenue St.	McDonough	GA	30253	146 W. Amite St.	86-17	9,588	0	\$1,055
Jessica S. Daigle	1905 Avenue St.	McDonough	GA	30253	W. Griffith St.	86-18	7,440	0	\$818
Lyle Sohn	111 Broadmeadow Drive	Grenada	MS	38901	0 W. Griffith St.	86-19	3,000	0	\$330
Dennis Milton	4835 Kilkullen Place	Jackson	MS	39209	137 W. Griffith St.	86-20	2,975	3,425	\$704
Dennis Milton	4835 Kilkullen Place	Jackson	MS	39209	133 W. Griffith St.	86-21	5,285	5,169	\$1,150

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 2, 2022 10:00 A.M.**

Charles E. Price & Vera S. Willis	15914 Messa Gardens Dr.	Houston	TX	77095	N. Roach St.	86-22	2,438	0	\$268
Frank E. Dennis	3239 Copperfield St.	Jackson	MS	39209	0 Youngs Alley	86-40	1,480	0	\$163
Frank E. Dennis	3239 Copperfield St.	Jackson	MS	39209	0 N. Farish St.	86-41	1,485	0	\$163
Adam Hayes & Daniel Dillon	504 Plum Grove	Brandon	MS	39047	305 N. Farish St.	86-43	9,450	4,810	\$1,569
Adam Hayes & Daniel Dillon	504 Plum Grove	Brandon	MS	39047	303 N. Farish St.	86-48	4,461	1,725	\$680
Adam Hayes & Daniel Dillon	504 Plum Grove	Brandon	MS	39047	0 N. Farish St.	86-48-1	2,730	0	\$300
Farish Street Properties LLC	100 Amite Street	Jackson	MS	39201	100 W. Amite St.	86-56	9,952	4,000	\$1,535
Albert M. Spann, Jr.	P.O. Box 621	Jackson	MS	39205	118 N. Mill St.	86-64	6,565	630	\$791
Major Mortgage & Inv.	207 W. Amite St. #10	Jackson	MS	39201	0 N. Mill St.	86-65	8,834	0	\$972
Major Mortgage & Inv.	207 W. Amite St. #10	Jackson	MS	39201	0 N. Mill St.	86-66	7,272	0	\$800
Thomas Faulkner	346 Frazier Avenue	Chattanooga	TN	37405	0 N. Mill Street	86-66-1	2,178	0	\$240
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	236 W. Capitol St.	86-67	2,400	4,800	\$792
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	232 W. Capitol St.	86-68	2,400	4,800	\$792
Capitol Hotel LLC	346 Frazier Ave.	Chattanooga	TN	37045	226 W. Capitol St.	86-69	6,260	9,056	\$1,685
Major Mortgage & Inv.	207 W. Amite St. #10	Jackson	MS	39201	0 W. Capitol St.	86-69-1	2,526	0	\$278
Emmanuel Okolo	1716 Richmond Avenue	Houston	TX	77098	224 W. Capitol St.	86-70	3,844	3,200	\$775
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	222 W. Capitol St.	86-71	2,370	4,744	\$783
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	218 W. Capitol St.	86-72	10,880	2,710	\$1,495
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	220 W. Capitol St.	86-72-1	3,163	3,000	\$678
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	214 E. Capitol St.(16)	86-73	6,464	8,325	\$1,627
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	0 W. Capitol St.	86-74	7,383	0	\$812
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	210 W. Capitol St.(12)	86-74-1	2,056	4,000	\$666
Albert M. Spann, Jr.	P.O. Box 621	Jackson	MS	39205	208 W. Capitol St.	86-75	8,284	3,600	\$1,307
Theodore Orkin, Jr. et al	P.O. Box 14001	Jackson	MS	39236	206 W. Capitol St.	86-76	7,100	2,100	\$1,012
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 W. Capitol St.	86-76-1	6,008	0	\$661
Crossroads Enterprises Inc.	207 W. Amite St. #10	Jackson	MS	39201	207 W. Amite St.	86-76-2	12,049	41,000	\$5,835
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	200 W. Capitol St.(02)	86-77	12,198	0	\$1,342
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 N. Roach St.	86-77-1	9,302	0	\$1,023
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 W. Amite St.	86-77-2	1,850	0	\$204
TOTAL							3,258,324	6,584,831	\$1,082,747

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

Nays – None.

Abstention - Stokes

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND ROD'S HOUSE INC. D/B/A FOR FOOD SERVICES AT THE JACKSON POLICE TRAINING ACADEMY BEGINNING JULY 31, 2022 AND ENDING DECEMBER 31, 2022.

WHEREAS, the City of Jackson Police Department ("JPD") is conducting 8-week bubble recruit classes to train and certify new police officers; and

WHEREAS, the Police Recruits are housed in the barracks of the Jackson Police Training Academy for the duration of their training; and

WHEREAS, the Jackson Police Department will be responsible for providing breakfast meals to all police recruits for the duration of the training; and

WHEREAS, Rob's House Inc., d/b/a Cheat Mealz has agreed to provide breakfast meals for said recruits at a cost of \$8.00 per person per meal for 1 – 24 recruits, and a cost of \$7.75 per person per meal for 25 or more recruits; and

WHEREAS, JPD budgeted for this expenditure in its FY 22 General Fund budget, but was unsuccessful in receiving responses for its term bid, but intends to place another RFP for these services; and

WHEREAS, the Jackson Police Department will begin its 67th recruit class on July 31, 2022 without a food services contract in place; and

WHEREAS, Rod's House Inc is willing to continue to provide meals at the aforementioned rates through the end of the year at a total cost not to exceed \$45,000.00; and

WHEREAS, additional charges for the afore-mentioned services may necessarily occur prior to the approval of this order, and thus require ratification of services rendered prior to said approval; 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; and

WHEREAS, the ratification, extension and/or reinstatement of this agreement will give JPD sufficient time to do the RFP for these services.

IT IS, THEREFORE, ORDERED that the herein described agreement between the City of Jackson and Rod's House Inc, d/b/a Cheat Mealz for the term of July 31, 2022 through December 31, 2022 is hereby authorized

IT IS FURTHER ORDERED that the Contract to provide food services for the remainder of 2022, not to exceed Forty-Five Thousand Dollars (\$45,000.00), to be paid from account 001-442.26.6419.

IT IS HEREBY ORDERED, that the costs authorized herein be paid from general funds budgeted for use by the Jackson Police Department, in the amounts listed.

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

President Foote recognized Commander Alfred Cooper, Jackson Police Department, who provided a brief overview of said item.

President Foote recognized Council Member Stokes who moved; seconded by Council Member Hartley, to substitute said order with the recommended order provided by City Attorney's. The motion prevailed by the following vote:

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

Nays – None.

Absent – None.

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

ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON POLICE DEPARTMENT AND ROD'S HOUSE INC. DIBIA/ CHEAT MEALZ FOR FOOD SERVICES AT THE CITY OF JACKSON POLICE TRAINING ACADEMY BEGINNING JULY 31, 2022 AND ENDING DECEMBER 31, 2022.

WHEREAS, the City of Jackson Police Department ("JPD") is conducting an eight (8) week bubble recruit class to train and certify new police officers; and

WHEREAS, the police recruits are housed in the barracks of the Jackson Police Training Academy for the duration of their training; and

WHEREAS, the JPD will be responsible for providing breakfast meals to all police recruits for the duration of the training; and

WHEREAS, the JPD budgeted for this expenditure in its FY2022 General Fund budget; and

WHEREAS, the JPD issued a Request For Proposal (RFP), but was unsuccessful in receiving responses for its term bid, and intends to issue another RFP for these services in FY2023; and

WHEREAS, the JPD will begin its 67th recruit class on July 31, 2022 without a food services contract in place; and

WHEREAS, Rod's House Inc., d/b/a Cheat Mealz has agreed to provide breakfast meals for said recruits at a cost of \$8.00 per person per meal for 1 — 24 police recruits, and at a cost of \$7.75 per person per meal for 25 or more police recruits; and

WHEREAS, Rod's House Inc is willing to provide breakfast meals at the aforementioned rates from July 31, 2022 through the December 31, 2022 for approximately 24 recruits at a total cost not to exceed Thirty Thousand dollars (\$30,000.00); and

WHEREAS, additional charges for the afore-mentioned services will occur prior to the approval of this order, and thus require ratification of services rendered prior to said approval; 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 herein described agreement between the City of Jackson and Rod's House Inc, d/b/a Cheat Mealz for the term of July 31, 2022 through December 31, 2022 is hereby authorized

IT IS FURTHER ORDERED that the Mayor is authorized to execute the described agreement between the City of Jackson and Rod's House Inc., d/b/a Cheat Mealz from July 31, 2022 through August 3, 2022.

IT IS FURTHER ORDERED that the costs authorized herein be paid from FY2022 general funds budgeted for use by the Jackson Police Department, in an amount not exceed Thirty Thousand Dollars (\$30,000.00) and shall be paid from account number 001-442.26.6419.

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

Note: Council Member Banks left the meeting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROGRAMMATIC GRANT RENEWAL ADDENDUM WITH FITLOT, INC.

WHEREAS, Fitlot Inc., is a non-profit corporation whose domicile address is 48 Union Street, Suite 1C, Stamford, CT 06906 and whose principal business office is located at 4035 Washington Avenue New Orleans, LA 70125; and

WHEREAS, on August 20, 2019, the governing authorities for the City of Jackson authorized the Mayor to execute a FitLot Partnership Agreement Inc., concerning the installation and construction of an outdoor fitness project at Parham Bridges Park located at 5055 Old Canton Road in Jackson, Mississippi; and

WHEREAS, the August 20, 2019 action of the governing authorities is recorded in Minute Book 6P on Pages 561-562; and

WHEREAS, on May 26, 2020, the governing authorities for the City of Jackson authorized the Mayor to execute Amendment # 1 and Programmatic Addendum to the Fitlot Partnership Agreement which provided for the sponsoring by AARP of the hiring and training of FitLot Neighborhood Coaches to lead no cost outdoor community fitness classes at Parham Bridges Park Walking Trail and associated social media outreach; and

WHEREAS, the May 26, 2020 action of the governing authorities was recorded in Minute Book 6R at Page 128; and

WHEREAS, the Department of Parks and Recreation received notice that FitLot, Inc., was awarding the City of Jackson a renewal of programmatic to be used for activating the AARP Sponsored Outdoor Fitness Park with local fitness professionals for the hosting of regular, no-cost community classes at the AARP Sponsored Outdoor Fitness Park; and

WHEREAS, the funding is provided by AARP with Fitlot serving as a coordinating party passing the funds to the City of Jackson to fulfill obligations of the previous agreement and amendment; and

WHEREAS, the renewal funding awarded to the City of Jackson is \$3,510.00; and

WHEREAS, the funding is for the support of 54 classes which are to be held within a 12-month period; and

WHEREAS, the City of Jackson will be required to use the Eventbrite registration system and provide FitLot with reports required by the previously executed Partnership Agreement and Amendment; and

WHEREAS, the execution of the Programmatic Grant Renewal is consistent with the statutory authority granted the City of Jackson in MCA § 21-17-5 and MCA § 21-37-3 of the Mississippi Code; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the Mayor to execute the Programmatic Renewal Addendum submitted to the City of Jackson in July 2022.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute a Programmatic Grant Renewal with Fitloc, Inc.

IT IS HEREBY ORDERED that no monies shall be expended concerning the Programmatic Grant Renewal Addendum.

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

President Foote recognized **Ison Harris, Director of Parks and Recreation**, who provided a brief overview of said item.

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

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

Note: Council Member Banks returned to the meeting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE LEAVELL WOODS/SYKES ASSOCIATION, INC. FOR THE USE OF CITY-OWNED BASEBALL FIELDS LOCATED IN LEAVELL WOODS PARK.

WHEREAS, the City of Jackson owns public property located at 347 Dona Drive, Jackson, Mississippi which is commonly referred to as Leavell Woods Park; and

WHEREAS, Leavell Woods Park has certain fields which may be utilized for baseball related activities; and

WHEREAS, the Leavell Woods/Sykes Association Inc., hereinafter referred to as “*The Association*”, would like to utilize the City’s baseball fields for practice and baseball related activities; and

WHEREAS, Section 21-17-5 of the Mississippi Code vests care, management, and control of municipal property with the governing authorities; and

WHEREAS, Section 21-27-1 of the Mississippi Code prohibits a municipality from granting to a person, firm, or corporation the *exclusive right* to use or occupy public places; and

WHEREAS, the City of Jackson is authorized by law to grant The Association with a non-exclusive right to use its baseball facilities; and

WHEREAS, the parties have reached an agreement concerning the use of the public municipal facilities located at Leavell Woods Park; and

WHEREAS, The Association will be afforded the non-exclusive use of any of the baseball fields located at Leavell Woods Park for a period of one (1) year from the date of execution of the agreement by the Mayor at no cost; and

WHEREAS, The Association shall be responsible for preparing the fields and cutting the grass for its baseball activities; and

WHEREAS, the Director of the Department of Parks and Recreation will assign fields and schedule use of the premises in a manner so as not to deny other similarly situated groups equal access to the park and its facilities; and

WHEREAS, The Association shall be responsible for assigning individuals to prepare the fields who must attend a field preparation workshop sponsored by the Department of Parks and Recreation; and

WHEREAS, The Association shall not make permanent physical improvements to the premises prior to obtaining the written consent of the Director of the Department of Parks and Recreation; and

WHEREAS, The Association will provide the Director of the Department of Parks and Recreation with a certificate of insurance evidencing its procurement of comprehensive liability coverage that names the City of Jackson as an additional insured in combined limits of not less than \$1,000,000 for bodily injury and property damage; and

WHEREAS, The Association agrees to indemnify the City against all damages, liabilities, and expenses and losses incurred as a result of the performance of the agreement; and

WHEREAS, the immunity of the City, its officers and employees shall not be construed to be waived by the provisions of the agreement; and

WHEREAS, The Association agrees to comply with Title VI of the Civil Rights Act of 1965 also known as Public Law 88-352 which prohibits the exclusion from participation of individuals based on race, color, age, sex, religion, handicap or national origin.

IT IS, THEREFORE, REQUESTED, that the Mayor authorizes the approval of the said Facility Use Agreement between Leavell Woods/Sykes Association, Inc. and the City of Jackson, Mississippi for the use of the baseball fields located at Leavell Woods Park for a period of one (1) year commencing from the date of execution of the Agreement by the Mayor of the City of Jackson.

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

President Foote recognized **Ison Harris, Director of Parks and Recreation**, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MISSISSIPPI KARTING ASSOCIATION FOR THE USE OF CITY-OWNED KARTING TRACK LOCATED AT BUDDY BUTTS PARK.

WHEREAS, the City of Jackson owns public property located at 6180 McRaven Road, Jackson, Mississippi which is commonly referred to as Buddy Butts Park; and

WHEREAS, in the Buddy Butts Park located at 6180 McRaven Road, the City of Jackson constructed a Go Kart Race Track, hereinafter called "Track", to be used by small four wheeled motorized vehicles known as Go Karts; and

WHEREAS, the Association would like to utilize the City's Go Kart Race Track for karting activities; and

WHEREAS, Section 21-17-5 of the Mississippi Code vests care, management, and control of municipal property with the governing authorities; and

WHEREAS, Section 21-27-1 of the Mississippi Code prohibits a municipality from granting to a person, firm, or corporation the exclusive right to use or occupy public places; and

WHEREAS, the City of Jackson is authorized by law to grant the Association with a non-exclusive right to use its karting facility; and

WHEREAS, the parties have reached an agreement concerning the use of the public municipal facilities located at Buddy Butts Park; and

WHEREAS, The Association will be afforded the non-exclusive use of any of the karting track located at Buddy Butts Park for a period of one (1) year from the date of execution of the agreement by the Mayor at no cost; and

WHEREAS, this Agreement may be terminated by either party upon giving sixty (60) days written notice to the other party; and

WHEREAS, The Association shall be responsible for preparing the "Track" and cutting the grass for its activities; and

WHEREAS, The Association shall not make permanent physical improvements to the "Track" prior to obtaining the written consent of the Director of the Department of Parks and Recreation; and

WHEREAS, The Association will provide the Director of the Department of Parks and Recreation with a certificate of insurance evidencing its procurement of comprehensive liability coverage that names the City of Jackson as an additional insured in combined limits of not less than \$1,000,000 for bodily injury and property damage; and

WHEREAS, The Association agrees to indemnify the City against all damages, liabilities, and expenses and losses incurred as a result of the performance of the agreement; and

WHEREAS, the immunity of the City, its officers and employees shall not be construed to be waived by the provisions of the agreement; and

WHEREAS, The Association agrees to comply with Title VI of the Civil Rights Act of 1965 also known as Public Law 88-352 which prohibits the exclusion from participation of individuals based on race, color, age, sex, religion, handicap or national origin;

IT IS, THEREFORE, ORDERED, that the Mayor be authorized to execute a Facility Use Agreement with Mississippi Karting Association Inc. for the use of the karting track located at Buddy Butts Park for a period of one (1) year commencing from the date of execution of the Agreement by the Mayor of the City of Jackson.

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

President Foote recognized **Ison Harris, Director of Parks and Recreation**, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING A MAINTENANCE AGREEMENT BETWEEN INTEGRATED PEST CONTROL MAINTENANCE, LLC AND THE CITY OF JACKSON, MISSISSIPPI PARKS AND RECREATION DEPARTMENT FOR ONE (1) YEAR AT EIGHTEEN (18) PARK AND RECREATIONAL FACILITIES IN THE CITY OF JACKSON FOR COMMERCIAL PEST CONTROL SERVICES.

WHEREAS, the City of Jackson, Department of Parks and Recreation takes great pride in the care and maintenance of our park facilities by providing year-round commercial pest control services, to ensure our patrons are safe with the ability to partake in a pleasing and enjoyable experience; and

WHEREAS, the Department of Parks and Recreation is requesting Integrated Pest Control Maintenance, LLC to provide a variety of commercial pest control services to the eighteen (18) City of Jackson, Park and Recreational facilities; and

Pest Control Service Locations	Account Number	Initial Service Fee	Regular Monthly Fee
Parks and Recreation Administrative Office	005.501.10.6419	0	\$34.00
Park Maintenance Facility	005.501.10.6419	0	\$40.00
Mynelle Gardens	005-504.80-6419	0	\$84.00
Battlefield Park Community Center Grove Park Community Center Jayne Avenue Community Center Vergy P. Middleton Community Center	005-501.25-6419	0	\$40.00 (4) \$160.00
Champion Gymnasium Kurts Gymnasium Medgar Evers Gymnasium Sykes Gymnasium Westside Gymnasium	005-501.26-6419	0	\$40.00 (5) \$200.00
Grove Park Municipal Golf Course Pete Brown Golf Facility	005-504.30-6419	0	\$65.00 (2) \$130.00
Dorothy Vest Tennis Center Parham Bridges Tennis Center Tennis Center South	005-501.26-6419	0	\$34.00 (3) \$102.00
The Jackson Zoo	390-498.00-6419	\$1,618.00	\$517.00

WHEREAS, the Department of Parks and Recreation is requesting for Integrated Pest Control Maintenance, LLC to provide commercial pest control services for a period of one (1) year commencing from the date of execution of this agreement by the Mayor of the City of Jackson; and

WHEREAS, the Department of Parks and Recreation believes honoring this Integrated Pest Control Maintenance, LLC Agreement at the eighteen (18) City of Jackson, Park and Recreational Facilities, is in the best interest of the City of Jackson.

IT IS, THEREFORE, ORDERED that the commercial pest control services agreement is accepted from Integrated Pest Control Maintenance, LLC a period of one (1) year commencing from the date of execution of this agreement by the Mayor of the City of Jackson, at eighteen (18) City of Jackson Park and Recreational facilities, and said payments for the same are authorized; and

IT IS, FURTHER ORDERED, that the Mayor is authorized to execute an agreement with Integrated Pest Control Maintenance, LLC for commercial pest control services at eighteen (18) City of Jackson Parks and Recreational facilities, one (1) year commencing from the date of

execution of this agreement by the Mayor of the City of Jackson, for the above referenced account numbers.

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

President Foote recognized **Ison Harris, Director of Parks and Recreation**, who provided a brief overview of said item.

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

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

Nays – Stokes.

Absent – None.

ORDER RATIFYING PAYMENTS FOR SERVICES PERFORMED BY CONSTANT CONTACT FOR EMAIL MARKETING SUPPORT FOR THE JACKSON ZOO, IN THE AMOUNT OF TWO THOUSAND, FOUR HUNDRED AND FIFTY-SEVEN DOLLARS (\$2,457.00).

WHEREAS, Constant Contact is an all-in-one, automated email marketing company, utilized by the Jackson Zoo; and

WHEREAS, Constant Contact offers email marketing automation to help drive sales by keeping the audience engaged, while building business relationships; and

WHEREAS, Constant Contact is a full-service automated email marketing support service, providing 24/7 service, which includes the following service:

Welcomes New Contacts - Automatically sends targeted welcome emails, when new contact leads are highly interested in the Jackson Zoo.

Nurtures Leads – Creates drip campaigns to target contacts, based on how they interact with the Jackson Zoo’s marketing emails.

Engages the Audience – Segments contacts by sending messages to the right people and also automatically resends emails to non-openers.

Expands the Reach – Finds new customers with sign-up forms and list-building tools, like Facebook and Instagram ads; and

WHEREAS, Constant Contact was a vendor used by the Jackson Zoological Society, Inc. to provide marketing services; and

WHEREAS, the Department of Parks and Recreation did not sever the relationship with Constant Contact when it assumed management responsibilities for the zoo; and

WHEREAS, Constant Contact provided services from July 09, 2021 through July 09, 2022 totaling the amount of Two Thousand, Four Hundred and Fifty-Seven Dollars (\$2,457.00).

IT IS, HEREBY, ORDERED that payment in the amount of Two Thousand, Four Hundred and Fifty-Seven Dollars (\$2,457.00) be made to Constant Contact for the invoice received during the period of one (1) year starting July 09, 2021 through July 09, 2022.

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

President Foote recognized **Ison Harris, Director of Parks and Recreation**, who provided a brief overview of said item.

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

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

Nays – Stokes.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT LICENSE AGREEMENT WITH OVG FACILITIES, LLC (OVG) FOR THE USE OF EXHIBIT HALL B AT THE JACKSON CONVENTION COMPLEX AND AUTHORIZING THE PAYMENT OF FOUR HUNDRED DOLLARS TO PROVIDE SECURITY AT THE ANNUAL SENIOR HEALTH AND WELLNESS FAIR.

WHEREAS, on Wednesday, October 5, 2022, from 7 am to 5 pm, the City of Jackson, along with other business and community stakeholders, will host the Annual Senior Health and Wellness Fair at the Jackson Convention Complex; and

WHEREAS, OVG manages the Jackson Convention Complex for the Capital City Convention Commission and has agreed to provide space for the Senior Health and Wellness Fair and has waived customary rental fees associated with the use of the facility; and

WHEREAS, it is anticipated that two unarmed security guards will be made available to the City of Jackson for eight (8) hours resulting in a total cost of \$400.00; and

WHEREAS, the best interest of the City of Jackson and its citizenry would be served by authorizing the expenditure of \$400.00 for the two unarmed security guards and the Mayor's execution of an event license agreement with OVG related to the use of Exhibit Hall B at the Jackson Convention Complex for the Annual Senior Health and Wellness Fair; and

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute the Event License Agreement with OVG for the use of Exhibit Hall B at Jackson Convention Complex facilities to host the Annual Senior Health and Wellness Fair.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$400.00 may be paid to OVG for the two unarmed security guards.

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 SUBMISSION ON AN APPLICATION TO THE CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREA AGENCY ON AGING FOR FUNDING TO PROVIDE CONGREGATE MEALS, HOME-DELIVERED MEALS, TRANSPORTATION, AND OUTREACH SERVICES TO ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FOR THE 2022-2023 FISCAL YEAR.

WHEREAS, the Central Mississippi Planning and Development District Area Agency on Aging, which serves 60 years and older populations in Hinds County, offers grant funding to provide congregate meals, home-delivered meals, transportation, and outreach services to elderly individuals and individuals with disabilities; and

WHEREAS, to receive funding, the City of Jackson must apply; and

WHEREAS, on behalf of the City of Jackson, the Senior Services will apply to Central Mississippi Planning and Development District Area Agency on Aging for financial assistance to provide congregate meals, home-delivered meals, transportation, and outreach services for the 2022-2023 fiscal year; and

WHEREAS, this Central Mississippi Planning and Development District Area Agency on Aging grant requires a 25% match for transportation and home-delivered meals and a 10% match for congregate meals and outreach services; and

WHEREAS, the Department of Human and Cultural Services, through its Senior Services, is recommending that a grant application be submitted and the Mayor be authorized to execute the grant agreement and related documents to be used by the City's Senior Services for the Fiscal Year 2022-2023.

IT IS HEREBY ORDERED that the Mayor is authorized to execute the agreement and related documents with the Central Mississippi Planning and Development District Area Agency on Aging for the acceptance and implementation of the grant award from the Central Mississippi Planning and Development District Area Agency on Aging to aid in the financing of providing provide congregate meals, home-delivered meals, transportation, and outreach services to elderly individuals and individuals with disabilities.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE TWELVE COMMERCIAL SERVICES AGREEMENTS WITH INTEGRATED PEST CONTROL MAINTENANCE (IPCM) TO PROVIDE PEST CONTROL SERVICES AT TWELVE FACILITIES MANAGED BY THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES FOR THE 2022-2023 FISCAL YEAR AND AUTHORIZING PAYMENT IN THE AMOUNT OF EIGHT THOUSAND ONE HUNDRED AND NINETY-TWO DOLLARS.

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

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

WHEREAS, the following buildings are under the auspices of the Department of Human and Cultural Services and need pest control services: Jones Early Childhood Development Center, Westside Early Childhood Development Center, Russell C. Davis Planetarium, Mississippi Arts Center, Thalia Mara Hall, Smith Robertson Museum, Municipal Art Gallery, T. L. Love Senior Citizens Center, Johnnie Champion Senior Citizens Center, Sykes Park Community Center, Smith Robertson Center, and Tougaloo Senior Citizens Center; and

WHEREAS, pest control services are necessary for the facilities mentioned above to ensure the safety and well-being of the citizens and patrons of the City of Jackson; and

WHEREAS, the Department of Human and Cultural Services recommends that the City of Jackson enter into a Commercial Services Agreement with IPCM with the cost and frequency of pest control services, as follows:

1. Mississippi Arts Center shall be \$90.00 plus tax of \$0.00 per service. IPCM shall provide service to the Mississippi Arts Center quarterly.
2. Russell C. Davis Planetarium shall be \$127.00 plus tax of \$0.00 per service. IPCM shall provide service to the Russell C. Davis Planetarium quarterly.
3. Smith Robertson Museum shall be \$112.00 plus tax of \$0.00 per service. IPCM shall provide service to the Smith Robertson Museum quarterly.

4. Thalia Mara Hall shall be \$93.00 plus tax of \$0.00 per service. IPCM shall provide service to the Thalia Mara Hall quarterly.
5. Municipal Art Gallery shall be \$90.00 plus tax of \$0.00 per service. IPCM shall provide service to the Municipal Art Gallery quarterly.
6. Smith Robertson Center shall be \$70.00 plus tax of \$0.00 per service. IPCM shall provide service to the Smith Robertson Center monthly.
7. Sykes Park Senior Citizens Center shall be \$72.00 plus tax of \$0.00 per service. IPCM shall provide service to the Sykes Park Senior Citizens Center monthly.
8. T.L. Love Senior Citizens Center shall be \$60.00 plus tax of \$0.00 per service. IPCM shall provide service to the T. L. Love Senior Citizens Center monthly.
9. Johnnie Champion Senior Citizens Center shall be \$60.00 plus tax of \$0.00 per service. IPCM shall provide service to the Champion Senior Citizens Center monthly.
10. Tougaloo Senior Citizens Center shall be \$70.00 plus tax of \$0.00 per service. IPCM shall provide service to the Tougaloo Senior Citizens Center monthly.
11. Westside Early Childhood Development Center shall be \$90.00 plus tax of \$0.00 per service. IPCM shall provide service to the Westside Early Childhood Development Center monthly.
12. Jones Early Childhood Development Center shall be \$90.00 plus tax of \$0.00 per service. IPCM shall provide service to the Jones Early Childhood Development Center monthly.

WHEREAS, the total cost of providing pest control services at the facilities mentioned above under the Department of Human and Cultural Services is Eight Thousand One Hundred and Ninety-Two Dollars and No Cents (\$8,192.00); and

WHEREAS, the Commercial Services Agreement will automatically cancel after twelve (12) months and a new service agreement must be entered into; and

WHEREAS, services may be canceled at any time during the twelve (12) month service agreement as long as a thirty (30) day notice of cancellation has been received by IPCM. Once a cancellation notice has been received, the account will be considered inactive and after thirty (30) days, no additional charges will be assessed; and

WHEREAS, upon request, IPCM shall furnish to the City of Jackson a certificate of liability insurance coverage in effect.

IT IS HEREBY ORDERED that the Mayor be authorized to execute twelve Commercial Services Agreements Integrated Pest Control Maintenance to provide pest control services at Jones Early Childhood Development Center, Westside Early Childhood Development Center, Russell C. Davis Planetarium, Mississippi Arts Center, Thalia Mara Hall, Smith Robertson Museum, Municipal Art Gallery, T. L. Love Senior Citizens Center, Johnnie Champion Senior Citizens Center, Sykes Park Community Center, Smith Robertson Center, and Tougaloo Senior Citizens Center for twelve months in an amount not to exceed Eight Thousand One Hundred and Ninety-Two Dollars and No Cents (\$8,192.00).

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH THE JACKSON MEDICAL MALL FOUNDATION FOR THE 2022-2023 FISCAL YEAR FOR THE SENIOR TRANSPORTATION PROGRAM FOR THE CITY OF JACKSON.

WHEREAS, the Jackson Medical Mall Foundation Transportation Division has partnered with the Mississippi Department of Transportation (MDOT) and the City of Jackson's Human and Cultural Division through Senior Services, for funding to support the Senior Transportation Program, which provides senior patrons and individuals with disabilities transportation services to nutrition, medical, and social destinations; and

WHEREAS, the Department of Human and Cultural Services, through its Senior Services, is recommending that the City of Jackson enter into a contractual agreement with the Jackson Medical Mall Foundation to provide the following: (1) efficient and effective transportation services for individuals who are considered senior (60+); (2) effective transportation services to nutrition, medical, and social destinations; (3) services that will focus primarily on increasing access to goods and services that are required to increase social interaction and decrease elderly isolation; (4) increase social interaction, community integration and decrease isolation among individuals who are 60+ in age; and (5) help participants maintain a sense of independence in their personal, social, and physical decision making; and

WHEREAS, under the proposed contractual agreement, the City of Jackson will provide funding for the program incorporating shared federal, state, and/or local resources, provide certification and recertification of participants, and provide case assessment services from October 1, 2022, through September 30, 2023; and

WHEREAS, the City of Jackson, through the Department of Human and Cultural Services, will provide Two Hundred Thousand Dollars and No Cents (\$200,000.00) out of the general fund; and

WHEREAS, the City of Jackson is seeking federal grant funds from CMPDD to fund the Senior Transportation Program, and when awarded, the funds will cover a share of the project's costs; and

WHEREAS, MDOT has informed the City of Jackson that it is eligible to receive federal funds in the amount of Two Hundred Fourteen Thousand and Eight Hundred and Eighty-Five Dollars and No Cents (\$214,885.00); and

WHEREAS, the City of Jackson will be billed monthly in the amount of Twenty Eight Thousand and Five Hundred and Ten Dollars and No Cents (\$28,510.00), which will be applied towards the total costs of the project (\$); and

WHEREAS upon the completion of transportation services, the Jackson Medical Mall Foundation shall submit a monthly invoice to the City of Jackson by the 8th of each month, the City of Jackson shall pay the Jackson Medical Mall Foundation within 45 days after receiving an invoice; and

IT IS HEREBY ORDERED that the Mayor be authorized to execute a Contractual Agreement with the Jackson Medical Mall Foundation for the Senior Transportation Program for the period of October 1, 2022 through September 30, 2023.

IT IS FURTHER ORDERED that when awarded, the City of Jackson accepts and is authorized to receive additional funding from the Central Mississippi Planning and Development District/Area Agency on Aging and the Mississippi Department of Transportation.

IT IS FURTHER ORDERED that the Two Hundred Thousand Dollars and No Cents (\$200,000) be provided from the General Fund.

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

President Foote recognized **Adriane Dorsey-Kidd, Director of Human and Cultural Services**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADMENDMENT TO THE AGREEMENT APPROVED ON MARCH 3, 2020, WITH DR. MELODY FORTUNE TO EXTEND THE COMPLETION DATE TO PROVIDE EARLY CHILDHOOD TEST ADMINISTRATOR SERVICES TO THE CITY OF JACKSON TO DECEMBER 31, 2022.

WHEREAS, the W.K. Kellogg Foundation has awarded the City of Jackson, Mississippi (“City”) funds to establish a quality foundation of prekindergarten services that will ensure all Jackson’s four and five year old residents enter kindergarten ready to learn; and

WHEREAS, the W. K. Kellogg Foundation requires all funded recipient; to provide Test Administrator Services and report on the effectiveness of its programming; and

WHEREAS, it is the best interest of the City to hire an independent agent/agency to analyze, evaluate and report on effectiveness of the program; and

WHEREAS, Dr. Melody Fortune is capable and qualified to conduct the Test Administrator Services and prepare the report required by W. K. Kellogg Foundation; and

WHEREAS, City submitted an application to W.K. Kellogg Foundation to request a twelve (12) month no cost extension due to obstacles related to Covid 19; and

WHEREAS, the W.K. Kellogg Foundation issued a letter to the city on April 25, 2022, extending the grant period through December 31, 2022; and

WHEREAS, the March 3, 2020 Order authorized an agreement with Dr. Melody Fortune in an amount not to exceed thirty thousand dollars (\$30,000.00) for the provision of Early Childhood Test Administrator Services and prepare the report required by W. K. Kellogg Foundation including but not limited to printing and binding the aforementioned report; and

WHEREAS, remaining funds authorized from March 3, 2020 Order will be used to compensate Dr. Melody Fortune in an amount not to exceed twenty thousand dollars (\$20,000.00).

IT IS HEREBY ORDERED that the Mayor be authorized to modify the existing agreement with Dr. Melody Fortune for the provision set forth herein.

IT IS FURTHER ORDERED that the contract time to complete the project be extended to December 31, 2022.

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

President Foote recognized **Adriane Dorsey-Kidd, Director of Human and Cultural Services**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADMENDMENT TO THE AGREEMENT APPROVED ON MARCH 3, 2020, WITH DR. RODNEY WASHINGTON DBA CONSULTING PLUS TO EXTEND THE DATE TO PROVIDE EVALUATION SERVICES TO THE CITY OF JACKSON TO DECEMBER 31, 2022.

WHEREAS, the W.K. Kellogg Foundation has awarded the City of Jackson, Mississippi (“City”) funds to establish a quality foundation of prekindergarten services that will ensure Jackson’s four- and five-year-old residents enter kindergarten ready to learn; and

WHEREAS, the W. K. Kellogg Foundation requires all funded recipients to evaluate and report on the effectiveness of its programming; and

WHEREAS, it is in the best interest of the City to hire an independent agent/agency to analyze, evaluate and report on effectiveness of the program; and

WHEREAS, Dr. Rodney Washington dba Consulting Plus is capable and qualified to conduct evaluation and prepare the report required by W. K. Kellogg Foundation; and

WHEREAS, City submitted an application to W.K. Kellogg Foundation to request a 12 month no cost extension due to obstacles related to Covid-19; and

WHEREAS, the W.K. Kellogg Foundation issued a letter to the city on April 25, 2022, extending the grant period through December 31, 2022; and

WHEREAS, the March 3, 2020 Order authorized and agreement with Dr. Rodney Washington dba Consulting Plus in an amount not to exceed sixty thousand dollars (\$60,000.00) for the provision of services set forth herein and to analyze, evaluate, and report required by W.K. Kellogg foundation related thereto including but not limited to printing and binding the aforementioned report; and

WHEREAS, remaining funds authorized from the March 3, 2020 Order will be used to compensate Dr. Rodney Washington dba Consulting Plus in an amount not to exceed thirty-five thousand dollars (\$35,000.00).

IT IS HEREBY ORDERED that the Mayor is authorized to complete the project be extended to December 31, 2022.

IT IS FURTHER ORDERED that the contract time to complete the project be extended to December 31, 2022.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. LATASHA HADLEY PRESIDENT AND MANAGER OF A SINGLE MEMBER LIMITED LIABILITY COMPANY REGISTERED AS LOVING HANDS EDUCATIONAL SERVICES TO PROVIDE COMMUNITY ENGAGEMENT STRATEGIST SUPPORT SERVICES TO THE CITY OF JACKSON.

WHEREAS, on May 28, 2019, the governing authorities for the City of Jackson authorized the Mayor to execute a contract with Dr. Noel Didla to provide city and community engagement services in connection with the “Ready to Learn” initiative funded by a grant from the W.K. Kellogg Foundation; and

WHEREAS, the May 28, 2019 action of the Council is recorded in Minute Book 6P at Page 226; and

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 2, 2022 10:00 A.M.

530

WHEREAS, in lieu of contracting with Dr. Noel Didla, the administration hired Dr. Didla as an employee to provide the services; and

WHEREAS, Dr. Noel Didla terminated employment with the City of Jackson in November 2021; and

WHEREAS, additional community engagement services are needed and the best interest of the City of Jackson would be served by contracting with a capable and qualified individual to provide the additional services; and

WHEREAS, the time for completing performance of the W.K. Kellogg Foundation grant is December 31, 2022; and

WHEREAS, Dr. LaTasha Hadley is the president and manager of a single member limited liability company registered as Loving Hands Educational Services LLC and is capable of providing the community engagement services; and

WHEREAS, Dr. LaTasha Hadley has agreed to perform the following services at a cost of \$25,000.00: (a) Convene a team to model best practices in early childhood education; (b) assist with identifying appropriate Early Childhood Development curriculums; (c) provide kindergarten readiness testing, assessments, and recommendations; (d) expose the City's Early Childhood Development teachers, parents, and program directors to appropriate resources ; (e) provide oversight for projects by coordinating a project of Early Childhood Development professionals which includes an Early Childhood Test Administrator, Early Childhood Coach, and Program Evaluator; and

WHEREAS, the services will be provided by Dr. Hadley through December 31, 2022; and

WHEREAS, if a dispute arises under the agreement which results in the City of Jackson prevailing, the City will be entitled to recover costs including legal and related fees in enforcing the agreement in addition to injunctive or monetary relief; and

WHEREAS, the agreement with Dr. Hadley will be governed by the laws of the State of Mississippi; and

WHEREAS, Dr. Hadley's relationship with the City will be that of an independent contractor.

IT IS HEREBY ORDERED that the Mayor be authorized to execute an agreement with Dr. Latasha Hadley, President and Manager of Loving Hands Educational Services LLC in an amount not to exceed Twenty Five Thousand and Dollars (\$25,000.00) for the provision of Community Engagement Strategy Services.

IT IS HEREBY ORDERED that the compensation paid Dr. Hadley pursuant to the agreement shall be funded by monies awarded the City by the W.K. Kellogg Foundation.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ZAKIYA SUMMERS D/B/A LADY GODIVA PRODUCTIONS, LLC TO PROVIDE SOCIAL MARKETING SERVICES TO THE CITY OF JACKSON.

WHEREAS, the W.K. Kellogg Foundation has awarded the City of Jackson, Mississippi ("City") funds to establish a quality foundation of prekindergarten services that will ensure all Jackson's four and five year old residents enter kindergarten ready to learn; and

WHEREAS, the W. K. Kellogg Foundation requires all funded recipients; to provide Social Marketing Services and report on the effectiveness of its programming; and

WHEREAS, it is the best interest of the City to hire an independent agent/agency to analyze, evaluate and report on-effectiveness of the program; and

WHEREAS, Zakiya Summers D/B/A Lady Godiva Productions, LLC is capable and qualified to conduct Social Marketing Services and prepare the report required by W. K. Kellogg Foundation.

IT IS HEREBY ORDERED that the Mayor be authorized to execute and submit an agreement with Zakiya Summers D/B/A Lady Godiva Productions, LLC in an amount not to exceed Fifteen Thousand Dollars (\$15,000) for the provision of Social Marketing Services and prepare the report required by W. K. Kellogg Foundation including but not limited to printing and binding the aforementioned report.

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

President Foote recognized **Adriane Dorsey-Kidd, Director of Human and Cultural Services**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. ROSHUNDA HARRIS TO PROVIDE TEACHER COACHING SERVICES TO THE CITY OF JACKSON.

WHEREAS, the W.K. Kellogg Foundation has awarded the City of Jackson, Mississippi (“City”) funds to establish a quality foundation of prekindergarten services that will ensure all Jackson’s four and five year old residents enter kindergarten ready to learn; and

WHEREAS, the W. K. Kellogg Foundation requires all funded recipients to provide Teacher Coaching Services and report on the effectiveness of its programming; and

WHEREAS, it is in the best interest of the City to hire an independent agent/agency to coach, mentor and model best practices for the program; and

WHEREAS, the City submitted an application to W.K. Kellogg Foundation to request a twelve (12) month no cost extension due to multiple obstacles related to Covid-19; and

WHEREAS, the W.K. Kellogg Foundation issued a letter to the City on April 25, 2022, extending the grant period through December 31, 2022; and

WHEREAS, in March 3, 2020, the governing authorities for the City of Jackson authorized the Mayor to execute a contract with Trenia Allen, EdD, LCSW to provide the Teaching Coaching Services at a cost not to exceed thirty thousand dollars (\$30,000.00); and

WHEREAS, Trenia Allen, EdD, LCSW was paid the sum of ten thousand dollars (\$10,000.00) for services; and

WHEREAS, the contract of Trenia Allen, EdD, LCSW expired upon its term on December 31, 2021; and

WHEREAS, the March 3, 2020 Order authorized thirty thousand dollars (\$30,000.00) for the provision of Teacher Coaching Services and to prepare the report required by W. K. Kellogg Foundation including but not limited to printing and binding the aforementioned report; and

WHEREAS, there is a need for additional Teacher Coaching Services; and

WHEREAS, Dr. Roshunda Harris is capable and qualified to conduct the Teacher Coaching Services and prepare the report required by W. K. Kellogg Foundation; and

WHEREAS, remaining funds authorized on March 3, 2020, will be used to compensate Dr. Roshunda Harris in an amount not to exceed twenty thousand dollars (\$20,000.00) for the provision of Teacher Coaching Services and to prepare the report required by W. K. Kellogg Foundation including but not limited to printing and binding the aforementioned report.

IT IS HEREBY ORDERED that the Mayor be authorized to execute an agreement with Dr. Roshunda Harris in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) for the provision of Teacher Coaching Services and to prepare the report required by W. K. Kellogg Foundation including but not limited to printing and binding the aforementioned report.

IT IS FURTHER ORDERED that the contract time to complete the project be extended to December 31, 2022.

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

President Foote recognized **Adriane Dorsey-Kidd, Director of Human and Cultural Services**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MISSISSIPPI FAMILIES FOR KIDS TO PROVIDE MENTAL HEALTH SERVICES TO THE CITY OF JACKSON.

WHEREAS, the W.K. Kellogg Foundation has awarded the City of Jackson, Mississippi (“City”) funds to establish a quality foundation of prekindergarten services that will ensure Jackson’s four- and five-year-old residents enter kindergarten ready to learn; and

WHEREAS, the W. K. Kellogg Foundation requires all funded recipients to provide mental health services; and

WHEREAS, it is in the best interest of the City to hire an independent agent/agency to provide mental health services; and

WHEREAS, Mississippi Families for Kids is capable and qualified to provide mental health services for Jackson’s four and five-year-old residents in the kindergarten as required by W. K. Kellogg Foundation; and

WHEREAS, the effective date shall commence upon execution of the agreement by both parties and shall continue uninterrupted for a period of eight months unless terminated earlier.

IT IS HEREBY ORDERED that the Mayor is authorized to execute an agreement with Mississippi Families for Kids in an amount not to exceed Thirty Five Thousand Dollars (\$35,000.00) for the provision of services set forth herein and to analyze, evaluate, and report required by W.K. Kellogg Foundation, including but not limited to printing and binding any necessary reports.

Council Member Hartley moved adoption; Council Member Lindsay seconded.

President Foote recognized Adriane Dorsey-Kidd, Director of Human and Cultural Services, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE A MAINTENANCE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., TO PROVIDE MAINTENANCE AND SERVICE UPGRADES TO THE CITY OF JACKSON MISSISSIPPI FOR A TERM PERIOD BEGINNING JULY 15, 2022 AND ENDING JULY 14, 2023.

WHEREAS, the Environmental System Research Institute ("ESRI") Inc. standard mapping software is currently utilized by the Geographic Information System (GIS) Division and the Department of Planning and Development; and

WHEREAS, the City of Jackson's (City) existing software maintenance agreement for ESRI software expired on July 14, 2022; and

WHEREAS, in order to ensure the continued maintenance of the City's ESRI software, it is necessary to execute another maintenance agreement with ESRI, Inc.; and

WHEREAS, ESRI, Inc., has proposed to perform one year of maintenance service to the City's ESRI software, as well as perform needed service upgrades to said software to ensure the City is in line with current standards, at a cost not to exceed thirty thousand five hundred fifty seven dollars (\$30,557.00) for a term period beginning July 15, 2022 and ending July 14, 2023; and

WHEREAS, the GIS Division and the Department of Planning and Development recommends the execution of a software maintenance agreement with ESRI, Inc., to ensure the continued use and utilization of the City's ESRI software; 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 maintenance agreement with Environmental System Research Institute, Inc., to provide maintenance and service upgrades to the City of Jackson Mississippi Environmental System Research Institute software; at a cost not to exceed thirty thousand five hundred fifty-seven dollars (\$30,557.00) for a term period beginning July 15, 2022 and ending July 14, 2023.

Council Member Stokes moved adoption; Council Member Grizzell seconded.

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

ORDER AUTHORIZING AMENDMENT NO. 2 WITH CROWN ENGINEERING, PLLC FOR ENGINEERING SERVICES FOR WEST CAPITOL STREET IMPROVEMENTS.

WHEREAS, the City Council approved a professional engineering services agreement with Crown Engineering, PLLC, on August 6, 2019 in an amount not to exceed \$248,404.37; and

WHEREAS, the City Council approved Amendment No. 1 for construction administration services with Crown Engineering, PLLC, on January 5, 2021 in an amount not to exceed \$868,804.37; and

WHEREAS, Crown Engineering, PLLC has encountered additional cost related to additional construction administration services totaling \$35,400.00; and

WHEREAS, the Department of Public Works recommends the City of Jackson amend the Engineering Services Agreement with Crown Engineering, PLLC, in a total amount not to exceed \$904,204.37 for the West Capitol Street Improvements.

IT IS, THEREFORE, ORDERED that Amendment No. 2 for engineering services with Crown Engineering, PLLC, in an amount not to exceed \$904,204.37, for the West Capitol Street Improvements is accepted.

Council Member Stokes 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 of said item:

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

ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR SANITARY SEWER REPAIR WORK ON WOODLAND CIRCLE.

WHEREAS, a sanitary sewer line that runs through back yards on Woodland Circle recently collapsed resulting in sewer overflowing out of manholes into back yards; and

WHEREAS, due to the severity of the failures, the City of Jackson needs to hire a contractor to replace a segment of back yards sewer lines; and

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

WHEREAS, pursuant to the emergency procurement process, a contract was executed with Delta Constru. for an amount not to exceed \$786,142.00, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the contract with Delta Constructors, Inc. for an amount not to exceed \$786,142.00 for sanitary sewer repair work on Woodland Circle is ratified.

DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE

I. REQUEST

Currently, a situation exists in the vicinity of Woodland Circle that is specifically affecting a number of homes and is general affecting the Woodland Hills neighborhood. Originally, the City intended to pay for repairs necessary to eliminate the sanitary sewer overflow using the Term Bid for Labor, Materials, & Equipment to Perform Various Public Works Water/Sewer Projects. However, the City Council capped the term bid expenditures at \$5,000,000.00. Based on the construction estimate for Woodland Circle repairs, including the project would have exceeded the \$5,000,000.00 total set by the City Council.

This situation has been ongoing for over a year-and-a-half. It creates a hazard to human health because of its proximity to occupied homes and because it eventually flows through the storm drainage system into a ravine that traverses the neighborhood. With temperatures increasing, the smell from the ground that has become saturated with raw sewage is highly unpleasant.

Due to the concerns about the hazard to human health, contamination of the storm sewer system in the Woodland Hills neighborhood, the highly unpleasant odor caused by the heat and the ground that has been inundated with raw sewage, and the possible environmental impacts, I am asking that you request the Mayor to invoke the emergency procurement process to contract for the repairs to the sewer collection line located in the vicinity of Woodland Circle.

The estimated costs of the repairs are \$786,142.00 and will be paid using the City's allotment of the Infrastructure Modernization Tax.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize a contract to make repairs to the sanitary sewer line in the vicinity of Woodland Circle that is causing a sanitary sewer overflow, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

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


Marlin King
Director, Department of Public Works

6/14/22
DATE


II. REVIEWED AND APPROVED


Tom Martin
City Attorney

6/15/22
DATE


Pidelis Malembeka
Chief Financial Officer

06/14/2022
DATE


Louis Wright
Chief Administrative Officer

6/14/2022
DATE

III. DECLARATION OF EMERGENCY

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

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


CHOKWE A. LUMUMBA
Mayor

6/15/22
DATE

TERM BID WORK ORDER

This Contract made this the 22nd day of March, 2022 by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Delta Constructors, Inc. doing business as a corporation located in Flowood, MS, hereinafter called the "CONTRACTOR".

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

1. THE CONTRACTOR will commence and complete the construction of Woodland Circle Emergency Sewer, BEING more completely described in the Contract Documents.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within three (3) calendar days after the date of the Letter from Director committing to payment for the work ("Commitment Letter") and will complete the same as expeditiously possible.
3. The term "CONTRACT DOCUMENTS" means and includes 2020 Term Bid of CONTRACTOR, CONTRACTOR'S cost estimate, including the CONTRACTOR'S EBO Plan, Term Bid Work Order, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, and Commitment Letter.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Term Bid Work Order in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the 2020 Term Bid unit prices therefor as stated in the 2020 Term Bid of CONTRACTOR, plus the amount of any supplemental agreements and force accounts for extra work authorized and performed; which is estimated as being the sum of Seven Hundred Eighty-Six Thousand One Hundred Forty-Two Dollars (\$786,142.00), in full compensation for furnishing all materials, the doing of all work contemplated under the Term Bid Work Order, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the CONTRACTOR assuming all risks of every kind and description in the performance of this Term Bid Work Order.
5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason

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of any claims for damages arising from the performance of this Term Bid Work Order as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Term Bid Work Order.

6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in Section Six (6), Paragraph Seventeen (17) of the Supplements and Amendments to the General Provisions.
7. Any covenant promises and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds, or insurance contracts or agreements.
8. Attached hereto and made a part of this Term Bid Work Order is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Seven Hundred Eighty-Six Thousand One Hundred Forty-Two Dollars (\$786,142.00).
9. Attached hereto and made a part of this Term Bid Work Order is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Seven Hundred Eighty-Six Thousand One Hundred Forty-Two Dollars (\$786,142.00).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Term Bid Work Order, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.
12. That the Term Bid Work Order may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications.

13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly, the Special Provisions.
14. This Term Bid Work Order shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, MBEs, and ABEs) and FBEs for utilization in the work set forth within this agreement, and shall take the following actions as part of its good faith efforts:
 - a. Notification to MBEs and FBEs that the CONTRACTOR has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.
 - b. Maintenance by the CONTRACTOR of a file of the names and addresses of each MBE and FBE contracted, and action taken with respect to each such contract.
 - c. Dissemination of the CONTRACTOR'S EEO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media and by notifying and discussing it with all subcontractors and suppliers.
 - d. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE CONTRACTOR organizations, MBE and FBE assistance organizations.
 - e. Sub-division of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.
 - f. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Term Bid Work Order in _____ () counterparts, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

Delta Constructors, Inc.
CONTRACTOR

BY [Signature]
Mayor

By: [Signature]
Joseph H. Campbell, President

ATTEST [Signature]
City Clerk

ATTEST [Signature]
Andrew L. Coleman

(Seal)

(Seal)

01.07.2019

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Council Member Stokes 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 of said item:

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

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE FILING OF A LAWSUIT TO CHALLENGE THE CONSTITUTIONALITY OF THE HOT PURSUIT LAW WHICH FAILS TO DISTINGUISH BETWEEN RECENTLY COMMITTED CRIMES AS TO FELONY OR MISDEMEANOR.

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

WHEREAS, under Mississippi Code Section 99-3-13 allowing hot pursuits from one jurisdiction to another jurisdiction by a police officer for a recently committed crime fails to distinguish between felony and misdemeanor crimes; and

WHEREAS, the blanket authority for such hot pursuits without consideration for the severity of the possible crime committed as being weighed against the possibly life-threatening consequences is without constitutional due process protections guaranteed in the 14th amendment of the United States Constitution; and

WHEREAS, it is in the best interest of the citizens of municipalities in the State of Mississippi that any police officer in a hot pursuit of a suspect who is in the process of fleeing from a recently committed crime be made to distinguish the pursuit of felony crime being recently committed versus the hot pursuit of a misdemeanor crime recently committed.

THEREFORE, IT IS HEREBY ORDERED, the City Council of Jackson, Mississippi hereby authorizes the filing of a lawsuit to challenge the constitutionality of the hot pursuit law which fails to distinguish between recent crimes as to felony or misdemeanor.

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

President Foote recognized **James Davis, Chief of Police**, who provided a brief overview of said item.

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

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

RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI REQUESTING THAT THE MISSISSIPPI STATE LEGISLATURE DRAFT AND ENACT UNIFORM INTERJURISDICTIONAL HIGH-SPEED POLICE PURSUIT SAFETY GUIDELINES AND RESTRICTIONS.

WHEREAS, the Jackson City Council is saddened by yet another tragic outcome of a high-speed police pursuit that was initiated, admittedly upon a traffic violation, in an outlying jurisdiction and ended in death in the capital city; and

WHEREAS, presently in the State of Mississippi each jurisdiction, pursuant to Mississippi Code Section 45-1-43, enacts and adheres to its own policies regarding police pursuits that may extend beyond its physical boundaries and/or into another jurisdiction, known as interjurisdictional or multi-county hot pursuits; and

WHEREAS, currently Mississippi's "Hot Pursuit" statute (Mississippi Code Section 99-3-13) allows for such interjurisdictional pursuits without regard for the severity of the alleged offense for which the chase was initiated or a requirement that the pursuing officer give notice to the jurisdiction he or she is about to enter; and

WHEREAS, far too often deaths and serious bodily injury to innocent bystanders are the result of police chasing a suspect for a relatively minor misdemeanor or traffic violation; and

WHEREAS, the thrill of the chase and the resulting rush of adrenaline can factor into an officer's decision of whether to pursue a fleeing suspect; and

WHEREAS, the United States Department of Justice has identified high-speed chases as the most dangerous of all ordinary police activities; and

WHEREAS, the Jackson City Council believes that the overriding responsibility of police agencies and law enforcement officials in the State of Mississippi is and should be to protect human life and property; and

WHEREAS, new technologies, such as high-speed resolution cameras and GPS tracking devices, offer alternate methods, aside from interjurisdictional high-speed police chases in particularly sensitive environments such as high-density neighborhoods; and

WHEREAS, the Jackson City Council recognizes with regard to interjurisdictional high-speed police chases the importance of balancing the need for criminal apprehension with the risk to innocent bystanders and to law enforcement personnel; and

WHEREAS, the Jackson City Council recognizes with regard to interjurisdictional high-speed chases that it is imperative that standards designed to protect life and property be implemented statewide – not piecemeal – if the public is to be equally protected throughout the State of Mississippi.

THEREFORE, BE IT RESOLVED that the City of Jackson urges the Mississippi Legislature to enact statewide standards that all law enforcement officers must follow when deciding whether to begin a police pursuit and standards that all law enforcement officers must follow when engaging in interjurisdictional high-speed chases.

IT IS FURTHER RESOLVED that the Municipal Clerk is directed to provide a certified copy of this Resolution to each committee of the Mississippi Legislature to which such proposed legislation may be assigned, as well as a copy to each member of the Hinds County state legislative delegation; the District Attorney for Hinds County, Mississippi, the Honorable Jody Owens, P.O. Box 22747, Jackson, Mississippi 39225-2747; and the ACLU of Mississippi, Attn: Jarvis Dortch, Executive Director, P.O. Box 2242, Jackson, Mississippi 39225.

IT IS FINALLY RESOLVED that the Clerk of the Council is to assemble a portfolio of printed news articles and press conference clips from the previous ten years regarding or concerning high-speed police chases in the City of Jackson that originated in an outlying jurisdiction and forward same to the Municipal Clerk who is directed to send such articles and clips, along with a certified copy of this Resolution, to: the United States Representative for Mississippi’s 2nd Congressional District, the Honorable Bennie G. Thompson, 2466 Rayburn HOB, Washington D.C., 20515; the United States Department of Justice, Office of Justice Programs, 810 7th Street NW, Washington, D.C., 20531; and the United States Department of Justice, Civil Rights Division, Attn: Enforcement of Civil Rights, 950 Pennsylvania Avenue NW, Washington, D.C., 20530-0001.

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

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

ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.

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 Chief 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, after evaluating the candidate’s qualifications and experience, the governing authorities for the City of Jackson have determined that *Sabrina Shelby* is a suitable person to serve as Chief Deputy Clerk of the Council.

IT IS HEREBY ORDERED that *Sabrina Shelby* shall be appointed to serve as Chief Deputy Clerk of the Council commencing on August 2, 2022.

IT IS HEREBY ORDERED that *Sabrina Shelby* upon commencement of service as Chief Deputy Clerk of the Council shall be a full-time employee.

IT IS HEREBY ORDERED that the compensation to be paid to *Sabrina Shelby* upon commencement of service as Chief Deputy Clerk of Council shall be \$50,000.00 excluding any applicable fringe benefits.

IT IS HEREBY ORDERED that *Sabrina Shelby’s* tenure as Chief 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 *Sabrina Shelby* as Chief Deputy Clerk of the Council.

IT IS FINALLY ORDERED that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Sabrina Shelby* as Chief Deputy Clerk of the Council.

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

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

There came on for Discussion, Agenda Item No. 65:

DISCUSSION: MAGIC SPOT: President Foote stated said item would be tabled at the request of **Council Member Stokes**.

There came on for Discussion, Agenda Item No. 66:

DISCUSSION: ANIMAL SHELTER (UPDATE): President Foote recognized **Council Member Lindsay**, who requested an update on the status of repairs to the animal shelter. **President Foote** then recognized **Sandra Moncure, Office of the City Attorney**, who gave a brief overview of this item. **President Foote** then recognized **Deputy Chief Tyrone Buckley, Jackson Police Department**, who provided a brief overview of this item.

There came on for Discussion, Agenda Item No. 67:

DISCUSSION: STATUS OF HOLDING FACILITY: President Foote recognized **Council Member Lindsay**, who requested an update on the status of the holding facility. **President Foote** then recognized **Catoria Martin, City Attorney**, who gave a brief overview of this item. **President Foote** then recognized **Deputy Chief George Jimerson, Jackson Police Department**, who provided a brief overview of this item.

The following reports/announcements were provided during the meeting:

- **Mayor Chokwe Antar Lumumba** announced the following:
 - WSBA-You can now link you Digital Self-Serve account using your zip code instead of your Social Security Number. Create Your Account: Login at dss-coj.opower.com/days/login.
 - You can now complete your Special Events Permit Application online at www.jackson.ms.gov.
 - Contact information for Richards Disposal- 769-333-4222 or CSRJM@richardsdisposal.com
 - Please sign up for CodeRed Emergency alerts @ www.jacksonms.gov
 - Please Dial 3-1-1 for non-emergency City services.
 - COJ Early Childhood Development Centers are currently accepting applications for children ages 8 weeks to 5 years of age.

DISCUSSION: PENDING LITIGATION: President Foote stated that said item would need to be discussed in Closed Session to determine the need for Executive Session.

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

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

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

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

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

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

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

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

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

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 1:00 p.m. on August 5, 2022. At 1:10 p.m., the Council stood adjourned.

PREPARED BY:

Shanekia Mosley Spender
CLERK OF COUNCIL

APPROVED:

W. Foote, 8/30/22
COUNCIL PRESIDENT DATE

Cheryl L.

MAYOR

ATTEST:

Angela Harris
CITY CLERK
