

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, APRIL 12, 2023 1:00 P.M.**

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 12:00 p.m. Tuesday, April 11, 2023 in the Clerk of Council's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) Resolution of the City Council of Jackson, Mississippi urging the Mayor to enter into a 90-day agreement with a suitable Solid Waste Company registered with Mississippi Department of Environmental Quality (MDEQ) to service solid waste and sanitation in the State of Mississippi. (2) Resolution of the City Council of Jackson, Mississippi urging the Mayor to comply with Mississippi Department of Environmental Quality (MDEQ) by producing an adequate Solid Waste Collection Action Plan. (3) Order determining the need for continuing the declared local State of Emergency regarding residential solid waste collection. (4) Order approving an Emergency Solid Waste Collection and Hauling Agreement with Richard's Disposal, Inc. for a term of one (1) year. (5). Order of the City Council instructing special legal counsel to immediately file a motion to dismiss, without prejudice, Case No. 25CH1:23-CV-00103 on the Chancery Court of Hinds County, Mississippi First Judicial District before Special Judge H. David Clark II and for the legal services of John P. Scanlon and Deshun Terrell Martin to be terminated if and when said dismissal is granted. (6). Discussion: Litigation. The meeting was convened in the Council Chambers located at 219 S. President Street at 1:00 p.m. on April 12, 2023 being the second Wednesday 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, Council Vice President, Ward 2; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5; Aaron Banks, Ward 6 and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Mosley-Jordan, Clerk of the Council; Sabrina Shelby, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: Kenneth I. Stokes, Ward 3.

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

President Foote requested that Agenda Item No. 5 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER OF THE CITY COUNCIL INSTRUCTING SPECIAL LEGAL COUNSEL TO IMMEDIATELY FILE A MOTION TO DISMISS, WITHOUT PREJUDICE, CAUSE NO. 25CH1:23-CV-00103 IN THE CHANCERY COURT OF HINDS COUNTY, MISSISSIPPI FIRST JUDICIAL DISTRICT BEFORE SPECIAL JUDGE H. DAVID CLARK II AND FOR THE LEGAL SERVICES OF JOHN P. SCANLON AND DESHUN TERRELL MARTIN TO BE TERMINATED IF AND WHEN SAID DISMISSAL IS GRANTED.

WHEREAS, on February 1, 2023 a Complaint was filed by the Jackson City Council for Declaratory Judgment against Mayor Chokwe A. Lumumba in his official capacity as Mayor of the City of Jackson, citing his failure to negotiate with Vendors 2 and 3 in the October 2021 Request for Proposals for solid waste collection and hauling services; and

WHEREAS, Mayor Lumumba did send letters on March 7, 2023 to all three vendors, a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, Mayor Lumumba received responses from all three vendors who participated in the Request for Proposal process; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Jackson to file a motion to dismiss without prejudice said complaint in the Chancery Court of Hinds County, Mississippi First Judicial District before Judge H. David Clark II.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the special legal counsel shall (1) immediately file a motion to dismiss, without prejudice, the lawsuit styled The City Council of Jackson, Mississippi vs Chokwe A. Lumumba, In His Official Capacity as Mayor of the City of Jackson, Cause No. 25CH1:23-CV-00103 in the Chancery Court of Hinds County, First Judicial District, with such filing made no later than the regular close of business on April 11, 2023; and (2) execute all documents necessary to dismiss said complaint.

IT IS FINALLY ORDERED that the legal services of John P. Scanlon and Deshun Terrell Martin be terminated if and when said dismissal is granted.

Office of the Mayor
1000 State Government Center



214 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017
Telephone 601-960-1084
Facsimile 601-960-2195

March 7, 2023

By Mail and Email
Mr. Dan Brazil
FCC Environmental Services, LLC
9172 Ley Road
Houston, Texas 77078
Dan.brazil@fccenvironmental.com

RE: October 2021 Request for Proposals for Solid Waste Collection Services Update Information

Dear Mr. Brazil:

I am requesting your responses on two important questions related to the October 2021 Request for Proposals for Solid Waste Collection Services. I am seeking this information for the purpose of assistance in charting a path forward on the best solution for providing Jackson residents with affordable, dependable solid waste collection. I am also seeking the same information from the other two vendors who responded to the RFP.

The first request is that you state whether you will honor the prices for twice per week collection both with and without a garbage cart and the related services that you provided in your response to the October 2021 RFP.

The second request is that you state, based on your best judgment, whether your prices for twice per week collection both with and without a garbage cart and the related services would decrease, remain the same, or increase if you were responding to an RFP from the City of Jackson within the next six months.

Because time is of the essence in making my decision about how to proceed, I ask that you provide your responses to me within seven days of the date of this letter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chokwe A. Lumumba".

Chokwe A. Lumumba, Mayor

SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, APRIL 12, 2023 1:00 P.M.

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Office of the Mayor
Chokwe Anir Lumumba, Mayor



219 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017
Telephone: 601-961-1064
Facsimile: 601-960-2193

March 7, 2023

By Mail and Email

Mr. Alvin Richard
Richard's Disposal, Inc.
11600 Old Gentilly Road
New Orleans, Louisiana 70129
Richalvnl8@aol.com

RE: October 2021 Request for Proposals for Solid Waste Collection Services Update Information

Dear Mr. Richard:

I am requesting your responses on two important questions related to the October 2021 Request for Proposals for Solid Waste Collection Services. I am seeking this information for the purpose of assistance in charting a path forward on the best solution for providing Jackson residents with affordable, dependable solid waste collection. I am also seeking the same information from the other two vendors who responded to the RFP.

The first request is that you state whether you will honor the prices for twice per week collection both with and without a garbage cart and the related services that you provided in your response to the October 2021 RFP.

The second request is that you state, based on your best judgment, whether your prices for twice per week collection both with and without a garbage cart and the related services would decrease, remain the same, or increase if you were responding to an RFP from the City of Jackson within the next six months.

Because time is of the essence in making my decision about how to proceed, I ask that you provide your responses to me within seven days of the date of this letter.

Sincerely,

Chokwe A. Lumumba, Mayor

cc: Deidra Jones, Richard's Disposal, Inc., 11600 Old Gentilly Road, New Orleans, LA 70129;



March 10, 2023

Mr. Chokwe A. Lumumba, Mayor
219 South President Street
Jackson, Mississippi 39205

RE: October 2021 Request for Proposals for Solid Waste Collection Services Update Information

Mr. Mayor:

In response to your letter dated March 7, 2023 please find below the responses to the two important questions related to the October 2021 Request for Proposals for Solid Waste Collection Services.

1. State whether you will honor the prices for twice per week collection both with and without a garbage cart and the related services that you provided in your response to the October 2021 RFP.

A: FCC Environmental Services, LLC cannot honor the pricing given in our response from October 2021. We are willing to look at negotiating the price to align with current market conditions that have changed significantly since we responded to this RFP.

2. State, based on your best judgement, whether your prices for twice per week collection both with and without a garbage cart and the related services would decrease, remain the same, or increase if you were responding to an RFP from the City of Jackson within the next six months.

A: FCC Environmental Services, LLC pricing would increase if responding to a new RFP within the next six months. As an industry, the major cost factors such as trucks, labor, fuel and interest expenses continue to rise and have risen substantially since October 2021.

Regards,

Dan Brazil
Chief Operating Officer
832.404.2597
dan.brazil@fccenvironmental.com



4635 Gulfstarr Dr. Ste 100-A
Destin, FL 32541
Bshaw2@wm.com
(404) 803-2796

March 10, 2023

VIA E-MAIL
Chokwe Lumumba
Jackson City Hall
219 S. President Street
Jackson, MS 39201

Re: October 2021 Request for Proposal for Solid Waste Collections

Dear Mayor Lumumba:

Thank you for your letter dated March 7, 2023 addressed to David Holloway and Buford Clark. We appreciate your continued interest in working with Waste Management of Mississippi, Inc. We respond to your letter as follows:

1. It is our view that the 2021 RFP for the City of Jackson Solid Waste Collection is no longer in effect as a result of your decision to reject WM's proposal and engage Richard's Disposal, Inc.
2. We will be happy to participate in any new RFP process as required by Mississippi law for solid waste collection contracts.

Sincerely,

Brandon Shaw, President
Waste Management of Mississippi, Inc.

cc: Ashby Foote (via email)
Angelique C. Lee (via email)
Kenneth I. Stokes (via email)
Brian C. Grizzell (via email)
Vernon W. Hartley, Sr. (via email)
Aaron Banks (via email)
Virgi Lindsay (via email)

RICHARD'S DISPOSAL, INC.

11600 Old Gentilly Road
New Orleans, LA 70129

Phone: (504) 241-2142

Fax: (504) 244-9799

March 13, 2003

By Email
Mayor Chokwe A. Lumumba
219 South President Street
Jackson, Mississippi 39205
calumumba@jacksonms.gov

RE: October 2021 Request for Proposal for Solid Waste Collection Services Update Information

Dear Mayor Lumumba:

In response to the first question posed in your March 7, 2023 letter, Richard's Disposal, Inc. ("RDI") submits the following:

RDI will honor the prices for twice-per-week collections with and without garbage carts and related services provided in its response to the City of Jackson's October 2021 Request for Proposals for Solid Waste Collection Services ("2021 RFP"). RDI will also honor the prices for services quoted in response to the other options in the 2021 RFP.

In response to your second question, RDI states as follows:

The current state of the market would cause an increase in the prices for the services described in the 2021 RFP.

In further response to your letter, RDI wishes to clearly state that it does not waive any rights it has as the successful proposer responding to the 2021 RFP. In fact, RDI expressly reserves any and all rights that it has under the 2021 RFP.

Sincerely,



Alvin L. Richard Jr.

Cc: Deldra.jones@richardsdisposal.com

sgreen@walkergroupoc.com

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

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

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

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

Note: Said item failed due to lack of a majority vote.

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI URGING THE MAYOR TO ENTER INTO A 90-DAY AGREEMENT WITH A SUITABLE SOLID WASTE COMPANY REGISTERED WITH MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) TO SERVICE SOLID WASTE AND SANITATION IN THE STATE OF MISSISSIPPI.

WHEREAS, the City Council of Jackson, Mississippi strongly desires to see a suitable solid waste company serve the citizens of Jackson; and

WHEREAS, it is important that such said company must be reliable, registered with MDEQ to service solid waste and sanitation in the State of Mississippi, with the Department of Environmental Quality Office of Pollution Control; and

WHEREAS, is the City Council, agrees that during such 90-day agreement it is imperative that the Administration and the City Council work together to identify a third-party evaluator to conduct a new RFP.

BE IT HEREBY RESOLVED that the City Council of Jackson, Mississippi strongly urges the Mayor to enter into a 90-Day Agreement with a suitable solid waste company registered with the Mississippi Department of Environmental Quality with the Department of Environmental Quality Office of Pollution Control.

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

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

President Foote recognized **Council Member Banks**, who moved; seconded by **Council Member Hartley** to amend said order to remove the language in the header, “registered with Mississippi Department of Environmental Quality (MDEQ) to service solid waste and sanitation in the State of Mississippi”; remove the second WHEREAS in its entirety, and in the BE IT HEREBY RESOLVED, remove the language “registered with the Mississippi Department of Environmental Quality with the Department of Environmental Quality Office of Pollution Control.” The motion prevailed by the following vote:

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

President Foote recognized **Council Member Grizzell**, who recommended an amendment to strike the language “90-day” and replace with “12 months”. The motion failed by the following vote:

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

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

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI URGING
THE MAYOR TO ENTER INTO A 90-DAY AGREEMENT WITH A SUITABLE
SOLID WASTE COMPANY.**

WHEREAS, the City Council of Jackson, Mississippi strongly desires to see a suitable solid waste company serve the citizens of Jackson; and

WHEREAS, is the City Council, agrees that during such 90-day agreement it is imperative that the Administration and the City Council work together to identify a third-party evaluator to conduct a new RFP.

BE IT HEREBY RESOLVED that the City Council of Jackson, Mississippi strongly urges the Mayor to enter into a 90-Day Agreement with a suitable solid waste company.

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

Note: Said item failed due to lack of majority vote.

President Foote recognized **Council Member Grizzell** who moved, seconded by **Vice President Lee** to reconsider the previous item. The motion prevailed by the following vote:

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

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

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

Note: Said item failed due to lack of a majority vote.

**RESOLUTION OF THE CITY OF COUNCIL OF JACKSON, MISSISSIPPI
URGING THE MAYOR TO COMPLY WITH MISSISSIPPI DEPARTMENT
OF ENVIRONMENTAL QUALITY (MDEQ) BY PRODUCING AN ADEQUATE
SOLID WASTE COLLECTION ACTION PLAN.**

WHEREAS, the City Council of Jackson, Mississippi does not currently have solid waste collections; and

WHEREAS, this not having solid waste collections is a threat to the health, welfare, environmental quality and safety of the citizens of Jackson; and

WHEREAS, the Mayor of the City of Jackson has received notice from the Mississippi Department of Environmental Quality (MDEQ), of the necessity to produce such an action plan.

BE IT HEREBY RESOLVED that the City Council of Jackson, MS strongly urges the Mayor to comply with the Mississippi Department of Environmental Quality (MDEQ) by producing an adequate solid waste collection action plan.

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

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

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

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

Note: Said item failed due to lack of a majority vote.

* * * * *

President Foote requested that Agenda Item No. 4 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER APPROVING AN EMERGENCY SOLID WASTE COLLECTION AND HAULING AGREEMENT WITH RICHARD’S DISPOSAL, INC. FOR A TERM OF ONE (1) YEAR.

WHEREAS, the City of Jackson previously had a long-term Agreement for Solid Waste Collection Services that expired on September 30, 2021; and

WHEREAS, in March 2021, the City of Jackson issued a Request for Proposals for Solid Waste Collection and Hauling Services to obtain a new contract to provide residential solid waste collection services for the City; and

WHEREAS, the City received responses to that Request for Proposals (RFP), negotiated contracts with the vendors submitting proposals, but was unable to obtain approval of a new agreement for solid waste collection and hauling services; and

WHEREAS, on September 30, 2021, the Mayor proclaimed the existence of a local emergency, pursuant to his authority under Section 33-15-17 of the Mississippi Code of 1972, as amended; and

WHEREAS, following the emergency proclamation, the City entered into an emergency contract with Waste Management of Mississippi, Inc. for a term of six (6) months; and

WHEREAS, the City issued another Request for Proposals in October 2021 according to the statutorily-mandated requirements of Section 31-7-13 (r) of the Mississippi Code of 1972, as amended; and

WHEREAS, again, the City received responses to the RFP, negotiated a contract with the duly selected proposer, but was unable to obtain approval of a new agreement for solid waste collection and hauling services; and

WHEREAS, on February 17, 2022, the Mayor proclaimed the existence of a local emergency, pursuant to his authority under Section 33-15-17 of the Mississippi Code of 1972, as amended; and

WHEREAS, after ensuing litigation about the validity of an emergency solid waste collection Agreement with Richard’s Disposal, Inc., the matter was settled and provided solid waste collection services from Richard’s Disposal, Inc. through March 31, 2023; and

WHEREAS, the settlement that provided solid waste collection services has now expired without a new permanent contract being awarded and the City has been without garbage collection services for nearly two weeks; and

WHEREAS, garbage is now piling up on some streets throughout the City which is creating a hazard to human health and the environment; and

WHEREAS, the City instituted a temporary solution whereby it set up a residential garbage drop off location in the Metrocenter parking lot on Thursdays and Fridays and at the Byram Rubbish Facility on Saturdays; and

WHEREAS, on April 7, 2023, the Mississippi Department of Environmental Quality wrote the City advising that its temporary solution does not meet the City's obligations under state law to provide garbage collection and disposal for its residents, violates the City's Solid Waste Management Plan, and violates water and air pollution laws due to the uncollected garbage accumulating on City streets; and

WHEREAS, the City does not have the manpower and equipment to locate dumpsters throughout the City and provide for their timely pick up and disposal of the garbage accumulated in these dumpsters; and

WHEREAS, due to the threat to human health and the environment from garbage that is accumulating on City streets, the rejection of the City's proposed temporary solution by MDEQ, and the potential for fines as a result of violations of laws of the state of Mississippi, the Mayor is proposing an Emergency Solid Waste Collection Agreement with Richard's Disposal, Inc.; and

WHEREAS, the Emergency Agreement with Richard's Disposal, Inc. provides the same services that were being provided under the settlement agreement that expired March 31, 2023; and

WHEREAS, this Emergency Agreement establishes a monthly rate of \$969,750.00 beginning April 12, 2023 through March 31, 2024, (with the month rate for April 2023 being prorated to \$614,175.00 to account for the April 12, 2023 contract start date), provided however, that the Agreement shall terminate within thirty (30) days of a final judgment in favor of Richard's Disposal, Inc. in Richard's Disposal, Inc. vs. City of Jackson, Mississippi, 23-cv-200-AHW, 1st Jud. Dist., Hinds County, Miss.; and

WHEREAS, the Contractor will provide twice per week collection of garbage using the customer's Approved Garbage Container, which under the Emergency Agreement means a bag (so long as it and its contents do not exceed sixty (60) pounds) or a metal or plastic can of not less than ten gallons nor more than 30-gallon capacity, fitted with a closely fitting cover, which are the same terms described in the emergency contract; and

WHEREAS, the Contractor will collect up to two (2) items of bulk waste from the curbside of each residential unit located in the City once each week, which are the same terms described in the emergency contract; and

WHEREAS, the Contractor will collect all containerized yard debris and up to two (2) cubic yards of uncontainerized yard debris, excluding leaves and yard clippings, from the curbside of each residential unit located within the City of Jackson once each week, which are the same terms described in the emergency contract; and

WHEREAS, at no additional charge, the Contractor will collect solid waste from municipal buildings and facilities in accordance with the City Facilities Collection Schedule set forth in the Emergency Agreement, which are the same terms described in the emergency contract; and

WHEREAS, at no additional charge, the Contractor will provide monthly roll off services, which is the same term described in the emergency contract; and

WHEREAS, the Emergency Agreement provides that Contractor shall bill the City for services rendered within ten (10) days following the end of the month in which services are

rendered and the City shall pay Contractor on or before the 25th day following the end of such month, which is the same term described in the emergency contract; and

WHEREAS, former Mississippi Supreme Court Justice Jess Dickinson, sitting by appointment of the Mississippi Supreme Court, issued a final judgment that held, in pertinent part, as follows, “The Council has no authority to amend the Mayor’s order declaring a local emergency, and instead, after the Mayor declares a local emergency the Council is required to approve or disapprove the proclamation...”; and

WHEREAS, the Emergency Agreement with Richard’s Disposal, Inc. for the period of April 12, 2023 through March 31, 2024, which is attached hereto, should be approved to remedy the absence of residential solid waste collection for City of Jackson residents and comply with Mississippi state law.

IT IS, THEREFORE, ORDERED that the Emergency Agreement for Solid Waste Services with Richard’s Disposal, Inc., dated April 12, 2023, attached hereto and spread upon the minutes, is approved.

**EMERGENCY AGREEMENT FOR SOLID WASTE SERVICES
BETWEEN THE CITY OF JACKSON, MISSISSIPPI
AND
RICHARD’S DISPOSAL, INC.**

This Agreement made and entered into on this the ____ day of _____, 2023, by and between the City of Jackson, Mississippi, hereinafter referred to “City” and Richard’s Disposal, Inc., a corporation, hereinafter referred to as “Contractor”. This Agreement is entered into pursuant to the statutory authority outlined in Miss. Code Ann. §§ 33-15-17 and 33-15-31 and the Mayoral Proclamation of Local Emergency for Residential Garbage Collection issue by Mayor Chokwe Lumumba, Jr. April 12, 2023.

WITNESSETH

WHEREAS, the City is desirous of securing solid waste collection services from Contractor; and

WHEREAS, Contractor desires to provide solid waste collection services to the City;

NOW, THEREFORE, it is hereby agreed as follows:

1. DEFINITIONS:

- 1.1 **APPROVED GARBAGE CONTAINER** - Approved Garbage Container shall mean a Bag (so long as it and its contents do not exceed sixty (60) pounds) or a metal or plastic can of not less than ten gallons nor more than 30-gallon capacity, fitted with a closely fitting cover.
- 1.2 **BAG**-A plastic sack designed to store and enclose Garbage with sufficient wall strength to maintain physical integrity when lifted by its top.
- 1.3 **BULK WASTE** - Stoves, refrigerators, water tanks, washing machines, furniture, mattresses, and other waste materials, other than Construction and Demolition Debris and Hazardous Waste, with weights or volumes that preclude or complicate their handling by normal solid waste collection, processing, or disposal methods.
- 1.4 **COLLECTION** - The act of removing solid waste from a Residential Unit.
- 1.5 **COMMERCIAL SOLID WASTE** - All types of solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding residential and industrial waste.
- 1.6 **CONSTRUCTION AND DEMOLITION WASTE** - Solid waste resulting from construction, remodeling, repair, or demolition operations on buildings, or other structures, including inert debris, land-closing debris, or sand.

asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar material.

- 1.7 **GARBAGE** - All putrescible and non-putrescible waste generated from normal (non-storm related) household and office maintenance, including animal offal and carcasses of less than ten (10) pounds in weight except those slaughtered for human consumption; every accumulation of waste that results from the preparation, processing, consumption, drying in, handling, packing, carrying, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or vegetable matter, including, but by no way of limitation, used tin cans and other food containers, and all putrescible or decomposable waste or vegetable matter which is likely to attract flies or rodent, but excluding sewage, human waste, and animal waste.
- 1.8 **HAZARDOUS WASTE** - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.
- 1.9 **PERSON** - Any individual, corporation, association, partnership, unit of government, state agency, federal agency, or other legal entity.
- 1.10 **RESIDENTIAL UNIT** - A free standing structure within the Service Area constructed for use as a residence and occupied by a person or group of persons comprising a family. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. Each unit of an apartment or condominium dwelling consisting of four (4) or less living units, whether single or multi-level construction, shall be treated as a Residential Unit.
- 1.11 **SERVICE AREA** - The area within the city limits of the City of Jackson, Mississippi, including any annexed areas.
- 1.12 **SOLID WASTE DISPOSAL SITE** - A facility at which municipal solid waste can be disposed, including a landfill and transfer station.
- 1.13 **YARD DEBRIS** - Refers to grass, weeds, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawns and gardens, which are separated from other solid waste.

2. **TERM**

The term of this emergency Agreement shall begin April 12, 2023, (the "Commencement Date") and continue through March 31, 2024 (the "Initial

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Term"), provided however, that the Agreement shall terminate within thirty (30) days of a final judgment in favor of Richard's Disposal, Inc. in *Richard's Disposal, Inc. vs. City of Jackson, Mississippi*, 23-cv-200-AHW, 1st Jud. Dist., Hinds County, Miss.

3. **SERVICES**

3.1 **General Services.** Contractor agrees, in accordance with the terms and conditions of this Agreement, to furnish all services and equipment necessary for the collection and transportation of Garbage, Yard Debris, and Bulk Waste from Residential Units located within the Service Area to the Solid Waste Disposal Sites designated in Section 14.1.

3.2 **Garbage.** Contractor shall collect Garbage from the curbside of all Residential Units located within the Service Area at a frequency of two (2) times per week.

3.3 **Bulk Waste.** Contractor shall collect up to two (2) items of Bulk Waste from the curbside of each Residential Unit located within the Service Area at a frequency of one (1) time per week.

3.4 **Yard Debris.** Contractor agrees to collect all containerized Yard Debris and up to two (2) cubic yards of uncontainerized Yard Debris, excluding leaves and yard clippings, from the curbside of each Residential Unit located within the Service Area at a frequency of one (1) time per week. Contractor shall not be responsible for the collection of leaves and grass clippings that are not containerized, nor shall Contractor be responsible for collecting more than two (2) cubic yards of uncontainerized Yard Debris from any Residential Unit on the designated collection day for such Residential Unit. Should Contractor suspect that a Residential Unit has placed more than two (2) cubic yards of uncontainerized Yard Debris, Contractor shall notify the City, within twenty-four (24) hours, of the location of such Residential Unit. Contractor and the City shall make a mutual determination of whether a Residential Unit has placed more than two (2) cubic yards of uncontainerized Yard Debris for collection. Should the parties determine that a Residential Unit placed more than two (2) cubic yards of uncontainerized Yard Debris for collection, Contractor shall not be required to collect any of the uncontainerized Yard Debris from such Residential Unit. The City shall then collect such Yard Debris in accordance with the Jackson Code of Ordinances of the City.

3.5 **Municipal Buildings and Facilities.** At no additional charge to the City, Contractor shall collect solid waste from municipal buildings and facilities in accordance with the City Facilities Collection Schedule set forth on Exhibit A, which shall identify (i) the municipal buildings and facilities to which collection services will be provided, (ii) the frequency of collection, and (iii) the number and size of

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containers to be provided to each municipal building and facility for collection of solid waste.

3.6 [Reserved]

3.7 **Monthly Roll-Off Services.** At no additional charge to the City, one day each month, Contractor shall deliver one (1) thirty (30) cubic yard roll-off container to each of the seven (7) wards of the City for the collection of solid waste and Bulk Waste from the residents of the City. The City shall designate the date and specific location that each roll-off container is to be delivered. Each roll-off container shall be available to the City and residents of the City between the hours of 7 a.m. and 5 p.m. on the date selected by the City, after which, Contractor will transport any waste collected to the Waste Management Transfer Station located on Country Club Road, located within the City. The City shall be responsible for providing personnel at each location to monitor the delivery of solid waste and Bulk Waste. The City is responsible for paying the disposal charges, as well as charges for any additional services requested by the City, related to the monthly roll-off services.

3.8 **Storm Debris.** Contractor shall not be responsible for the collection or disposal of any increased volume of waste resulting from a flood, hurricane or similar or different acts of God over which Contractor has no control. In the event of such a flood, hurricane or other act of God, Contractor and the City shall negotiate the payment to be made to Contractor for additional services, if Contractor and City agree that the increased volume is to be handled by Contractor. Further, if the City and Contractor reach such an agreement, the City shall grant Contractor variances in routes and schedules as deemed necessary by Contractor.

3.9 **Discontinuation of Services.** Contractor shall discontinue collection service at any location set forth in a written notice sent to Contractor by the City. Upon further notification by the City, Contractor shall resume collection on the next regularly scheduled collection day. The City shall indemnify, and hold Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from Contractor's discontinuing service at any location at the direction of the City.

4. **HOUSE COUNT**

4.1 **Initial House Count:** For purposes of this emergency contract all parties agree the house count, based on the number of habitable structures, is set at 53,869.

4.2 [Reserved].

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5. [Reserved].

6. **POINT OF CONTACT**

All dealings, contacts, etc., between Contractor and the City shall be directed by Contractor to the Solid Waste Division Manager or the designee of the Solid Waste Division Manager.

7. **CONTAINERS**

7.1 **Approved Garbage Containers.** Contractor is not responsible for providing Approved Garbage Containers to Residential Units.

7.2 **Required Use.** Contractor is not responsible for collecting Garbage from Residential Units that is not contained within an Approved Garbage Container.

8. **EXTRAORDINARY WASTE MATERIALS**

Contractor shall not be responsible for the collection of Hazardous Wastes, body wastes, animal waste, abandoned vehicles, vehicle parts, Construction and Demolition Waste, Commercial Solid Waste, large equipment (other than "Bulk Waste"), or dead animals over ten (10) pounds under the terms of this Agreement.

9. **OFFICE AND TELEPHONE CONTACT**

Contractor shall maintain an office and service facilities through which it may be contacted without charge by telephone. The office shall be equipped with sufficient telephones and shall have responsible personnel in charge from 8:00 a.m. until 5:00 p.m., Monday through Friday.

10. **COMPENSATION**

10.1 **Compensation for Collection and Hauling Services.** As compensation for the collection and hauling of Garbage, Bulk Waste, and Yard Debris, the City shall pay to Contractor the sum of \$969,750.00 per month for services described in Sections 3 and 4. The rate for the month of April 2023 will be prorated to \$614,175.00 to account for the start date of April 12, 2023. Such monthly compensation does not include the cost of disposal charged by the Solid Waste Disposal Sites, which shall be billed in accordance with Section 14.2.

10.2 **Taxes and Surcharges.** In the event that Contractor becomes liable

for or is required to pay any governmental tax or surcharge in connection with the services provided for under the terms of this Agreement, such tax or surcharge shall be the responsibility of the City and shall be payable to Contractor in addition to Contractor's normal monthly compensation.

10.3 **Settlement and Payment of Bills.** Contractor shall bill the City for services rendered within ten (10) days following the end of the month in which services are rendered and the City shall pay Contractor on or before the 25th day following the end of each month.

11. PERFORMANCE BOND:

Within five (5) days of receipt of a fully executed Agreement by Contractor and Notice to Proceed from the City of Jackson, Contractor shall furnish and provide a performance bond in the amount of One Million Dollars (\$1,000,000.00) to secure Contractor's performance of this Agreement. The bond shall remain in full force and effect for the duration of the Agreement and shall be valid and irrevocable for the duration of the Agreement.

The bond shall serve as security for the faithful performance of this Agreement and shall not be released until expiration of this Agreement. A duly authorized surety company, licensed and doing business in Mississippi and countersigned by a resident agent, shall issue the surety on such bond. The performance bond shall be procured at Contractor's expense. The City reserves the right to review the bond and require Contractor to provide a substitute bond, at Contractor's expense, in such form as the City may reasonably require. The City further reserves the right to require Contractor, at Contractor's expense, to provide an updated bond based upon the value of the contract and the services performed. The bonds must specifically refer to this Agreement and shall bind the surety to all the terms and conditions of this Agreement.

12. HOURS AND DAYS OF OPERATION

Residential route collection shall not begin prior to 7:00 a.m. each day or continue after 9:00 p.m. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Contractor will not be responsible for providing service on the following holidays:

- New Year's Day
- Thanksgiving Day
- Christmas Day
- Dr. Martin Luther King's Birthday
- Independence Day

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Contractor is not required to provide a make-up day to collect solid waste from Residential Units affected by the cancellation of services on the foregoing holidays. Without limiting the foregoing, Contractor shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to holiday observance. Proper publicizing will include the placement of advertisements or public service announcements serving the affected area.

13. INDEMNITY

Contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees solely resulting from a willful or negligent act or omission of Contractor, its officers, agents, servants, and employees in the performance of this Agreement as determined by a court of competent jurisdiction, provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this Agreement or for a willful or negligent act or omission of the City, its officers, agents, servants and employees.

14. DISPOSAL

14.1 **Designated Disposal Sites and Processing Facilities.** All Garbage, Bulk Waste, and Yard Debris collected by Contractor shall be delivered by Contractor to the Waste Management Clearview Landfill located in Scott County, Mississippi or to Waste Management's MDEQ-permitted Transfer Station in the City of Jackson. The City has the authority to require that Garbage, Bulk Waste, and Yard Debris be delivered to such other Solid Waste Disposal Sites or Materials Processing Facilities as the City may designate; provided, however, that in such event, Contractor's compensation shall be subject to adjustments as addressed in Section 10.

14.2 **Disposal Charges.** The City shall be responsible for all disposal charges applicable to the disposal of waste at the Solid Waste Disposal Sites identified in Section 14.1 or otherwise designated by the City, and any such charges paid by the Contractor, plus a reasonable margin, will be billed to the City separately from the compensation set forth in Section 10.1 and will be paid by the City.

15. INSURANCE

During the Term of this Contract, Contractor shall maintain in full force and effect the following minimum insurance:

Coverage Limits of Liability

Workers' Compensation	Statutory
Employer's Liability	\$ 500,000.00
Bodily Injury Liability	\$ 1,000,000.00 each occurrence
except Automobile	\$2,000,000.00 aggregate
Property Damage Liability	\$ 1,000,000.00 each occurrence
except automobile	\$ 1,000,000.00 aggregate
Automobile Bodily Injury	\$ 1,000,000.00 each person
Liability	\$ 2,000,000.00 each occurrence
Automobile Property	
Damage Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$5,000,000.00 each occurrence

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Contractor shall provide proof of existence of said policies to the City prior to the Commencement Date of the Agreement. The City shall be included as an additional insured on the comprehensive general liability and automobile liability policies.

16. LOCATION OF COLLECTION

Approved Garbage Containers shall be placed in a location that is readily accessible to Contractor and its equipment, not to exceed five (5) feet from the curb or edge of the traveled portion of road or street. The City will aid Contractor in resolving problems relating to the location of Approved Garbage Containers.

17. SERVICE INQUIRIES

All complaints shall be made directly to Contractor. Contractor shall give all complaints prompt and courteous attention. In the case of an alleged missed schedule collection, Contractor shall investigate and if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

Contractor shall maintain forms or a log indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of same. Such records shall be available for the City's inspection at all times during normal working hours.

Contractor shall furnish to the City on a monthly basis:

A. A report of the service locations not served on the regularly scheduled service day during the preceding month and the reason service could not be provided.

B. A report of complaints received during the preceding month and the resolution of these complaints. The City may require Contractor to make personal supervisory contact to resolve a service complaint.

18. NOTIFICATION OF CUSTOMERS

Contractor shall notify all customers about complaint procedures, changes in services, days of collection and other information regarding the services provided by the Contractor under this Agreement. Except for holiday service changes, Contractor and City shall agree on all service changes thirty (30) days prior to any change in service. Except for holiday changes, the Contractor shall notify all affected customers thirty (30) days prior to the change. The method of customer notification shall be a combination of door hanger, mailing and/or media advertising approved by the City. To the extent there are service changes from the existing service, within ten (10) days of the execution of this

Agreement, the Contractor shall deliver printed information about its services under this Agreement to every Residential Unit pursuant to the methods of notification set forth herein.

19. CONTRACTOR'S PERSONNEL

- 19.1 Contractor shall assign a qualified person to be in charge of its performance of this Contract.
- 19.2 Contractor's collection employees shall wear a uniform and shirt bearing Contractor's name and the name of the individual employee.
- 19.3 Each employee shall, at all times, carry a valid driver's license for the type of vehicle he is driving.
- 19.4 Contractor shall provide operating and safety training for all personnel.
- 19.5 No person shall be denied employment by Contractor for reasons of age, race, sex, creed, or religion or national origin.

20. FORCE MAJEURE

From and after the Commencement Date, Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of Contractor. Such causes may include, by way of example and not limitation, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage, lack of adequate fuel, power or raw materials, judicial administrative or governmental laws, regulations, requirements, rules, orders or actions, injunctions or restraining orders, the failure of any governmental body to issue, grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by this Agreement; national defense requirements; labor strike, lockout or injunction.

21. PERMITS AND LICENSES

Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

22. TERMINATION

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein, for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and

proceeds diligently to the completion thereof, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

23. EXCLUSIVE CONTRACT

Contractor shall have the sole and exclusive right to provide residential solid waste collection services for and on behalf of the City. This Agreement shall not constitute a franchise or exclusive right to collect solid waste from other commercial, institutional and industrial users within the City.

24. NOTICE

A letter addressed and sent by certified United States Mail to either party at the business address specified shall be sufficient notice whenever required for any purpose in this Contract. Also, the address designated at this address may be changed from time to time by written notice sent by Certified United States Mail as provided herein.

City: City of Jackson
Attn: Mayor
219 South President Street
Jackson, Mississippi 39201

with a copy to: City Attorney
Office of the City Attorney
455 East Capitol Street
Jackson, Mississippi 39201

and

Public Works Director
Warren Hood Administration Building
200 South President Street
Jackson, Mississippi 39201

Contractor:

Mr. Alvin Richard
Richard's Dispatch, Inc.
11680 Old Gravelly Road
New Orleans, Louisiana 70129

with a copy to:

John L. Walker, Esq.
Walker Group, PC
P.O. Box 22849
Jackson, Mississippi 39225-2849

25. **MODIFICATION**

This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

26. **COMPLIANCE WITH LAWS**

Contractor shall conduct operations under this Contract in compliance with all applicable laws, provided, however, that the terms of this Contract shall govern the obligations of Contractor when conflicting ordinances exist.

27. **LAW TO GOVERN**

This Contract shall be governed by the laws of the State of Mississippi both as to interpretation and performance.

28. **SUCCESSORS AND ASSIGNS**

This Agreement may not be assigned by any party without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

29. **MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION**

Contractor agrees that it will strive to comply with the Equal Business Opportunity Plan attached hereto as Exhibit B. Contractor shall provide monthly reports to the EBO Office, City of Jackson, in accordance with local ordinance.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

THE CITY OF JACKSON, MISSISSIPPI

MAYOR

ATTEST:

RICHARD'S DISPOSAL, INC.

ATTEST:

(continued)

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EXHIBIT A

City Facilities Collection Schedule [Attached]

(continued)

A-7

EXHIBIT B

Equal Business Opportunity Plan

[Attached]

(b) (6)

B-1

Exhibit A

Solid Waste Collection for City Facilities

Facility	Location	Number of Dumpsters/ Garbage Can	Size of Dumpsters	Collection Per Week
Jackson City Complex	300 S. President	1	8	3
Mynelle Gardens	4736 S. Clinton Blvd	1	4	2
Virdeen Teen Center	3159 Edwards Ave	1	8	1
Jones Daycare Center	2050 Martin Luther King Dr.	1	8	1
Ms. Arts Center	201 E. Pascagoula Street	1	8	3
Sykes Park	470 Sykes Park	1	6	2
Smith Wills Stadium	1200 Lakeland Drive	1	HP	3
Battlefield Park	933 W. Porter Street	8	HP	2
Aging Services	326 South Street	1	6	2
T.L. Love Community Center	2912 Holmes Avenue	1	8	o/c
Virdeen Park Daycare	3159 Edwards Avenue	1	HP	o/c
Golden Key Community Center	3430 Albermarle Road	1	HP	2
Water Plant	2902 Laurel Street	1	8	2
OB Curtis Water Plant	300 OB Curtis Drive	1	8	2
Engineering Water Maintenance	4223 Michael Avalon	2	8	2
Grove Park Golf Course	1800 Walter Welch	1	8	1
Champion Community Center	1335 Hattiesburg Street	1	HP	1
Sonny Guy Golf Course	3200 Woodrow Wilson	1	8	2
Traffic Engineering	Ford Avenue	1	8	2
Jayne Avenue Community Center	3613 Jayne Avenue	1	8	1
City Vehicle Maintenance	4223 Michael Avalon	1	8	3
Jackson Fire Garage	318 Oakdale	1	8	1
Jackson Fire Dept #1	333 S. West Street	1	4	2
Jackson Fire Station #23	2640 Raymond Rd.	1	HP	2
Jackson Fire Station #16	1400 Lakeland Dr.	1	HP	2
Jackson Fire Station #11	2433 McFadden Rd.	1	HP	2
Jackson Fire Station #14	3801 Lynch Street	1	HP	o/c
Jackson Fire Station #19	3810 Ridgewood Road	1	HP	2
Jackson Fire Station #6	101 Livingston Park Drive	1	HP	2
Jackson Fire Station #11	3860 Terry Road	1	HP	2
Jackson Fire Station #15	4943 Clinton Blvd.	1	HP	o/c
Jackson Fire Station #22	1590 Lakeshore Drive	1	HP	2
Jackson Fire Station #25	4084 N. Sireth Road	1	HP	2
Jackson Fire Station #20	4443 Medgar Evers Blvd	1	HP	2

Jackson Fire Station #24	1240 Wiggins Road	1	HP	2
Jackson Fire Station #3	333 E. Fortification Street	1	HP	2
Jackson Fire Station #5	1810 N. State Street	1	HP	2
Jackson Fire Station #7	4625 N. State Street	1	HP	2
Jackson Fire Station #17	1490 Canton Mart Road	1	HP	2
Jackson Fire Station #21	5381 Watkins Drive	1	HP	2
Jackson Fire Station #10	355 W. Woodrow Wilson Dr.	1	HP	2
Jackson Fire Station #26	2223 Flag Chapel Road	1	HP	o/c
JPD Headquarters	327 E. Pascagoula Street	1	8	4
JPD Precinct #3	3925 Northside Dr.	1	8	1
JPD Training Center	3000 St. Charles Street	1	8	4
JPD Firing Range	1005 E. McDowell Road	1	6	1
JPD Precinct #4	4940 Old Canton Road	1	HP	2
JPD Precinct #1	2941 Terry Road	1	HP	2
COJ Environmental Services	810 Cooper Road	2	HP	o/c
Metrocenter Precinct 2	1000 Metrocenter Dr	1	20yrd	1
Parks and Recreation	3880 Bullard	1	20yrd	2
Jackson Zoological Park	2918 W. Capitol St	1	20 yrd	2

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

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

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

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

Note: Said item failed due to lack of majority vote.

* * * * *

President Foote recognized **Council Member Banks** 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 and Lindsay.
 - Nays – None.
 - Absent – Stokes.
- * * * * *

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 Lindsay** seconded to go into Executive Session to discuss pending litigation regarding Richard’s Disposal, Inc. The motion prevailed by the following vote:

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

Council Member Grizzell moved, seconded by **President Foote** to come out of Executive Session. The motion prevailed by the following vote:

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

Nays – None.
Absent – Stokes.

President Foote announced that the Council voted to come out of Executive Session and no action was taken.

ORDER DETERMINING THE NEED FOR CONTINUING THE DECLARED LOCAL STATE OF EMERGENCY REGARDING RESIDENTIAL SOLID WASTE COLLECTION.

WHEREAS, on April 12, 2023, the Mayor issued a proclamation of emergency as a result of (1) the consistent failure to award a contract for residential solid waste collection to the vendor selected pursuant to the request for proposals process mandated by Section 31-7-31 (r) of the Mississippi Code of 1972, as amended, and (2) the expiration of the settlement agreement with Richard’s Disposal on March 31, 2023, which provided for the collection of residential solid waste; and

WHEREAS, Section 33-15-17(d) allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) defines an emergency as “any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;” and

WHEREAS, Section 33-15-5 (g) defines a local emergency as “the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;” and

WHEREAS, there has been a consistent failure to award a contract to the vendor selected pursuant to the statutorily mandated procurement process; and

WHEREAS, since April 1, 2023, the City has had no means by which to collect garbage from residences throughout the City, and on April 7, 2023, the Mississippi Department of Environmental Quality sent the City notice that it is not meeting its obligations under state law to provide garbage collection and disposal for its residents, and has violated its Solid Waste Management Plan, which also violates water and air pollution laws due to the uncollected garbage accumulating on City streets; and

WHEREAS, the failure to fulfill its statutory duty to properly collect and dispose of residential solid waste will expose the City to the risk of civil penalties at the rate of up to \$25,000.00 each day residential solid waste remains uncollected and to other legal action by the Mississippi Department of Environmental Quality; and

WHEREAS, pursuant to Section 33-15-17 (b), the City “is authorized to exercise the powers vested under [Section 33-15-1, *et seq.*] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds...;” and

WHEREAS, in order to combat the dangers to the public health that have arisen due to residential solid waste remaining uncollected, the City is attempting to contract on an emergency basis for the collection of residential solid waste beginning on April 12, 2023 continuing for period of up to one (1) year.

NOW, THEREFORE, IT IS ORDERED THAT we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-15-17(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby **approve** of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

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

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

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

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

Note: Said item failed due to lack of a majority vote.

There were no reports/announcements provided during the meeting.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Meeting at 2:30 p.m. on April 18, 2023. At 2:57 p.m., the Council stood adjourned.

PREPARED BY:

Shanika Mosley - Jordan
CLERK OF COUNCIL

APPROVED:

Ch. Foote, 5/9/2023
COUNCIL PRESIDENT DATE

Ch. Foote
MAYOR

ATTEST:

Angele Harris
CITY CLERK
