

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, APRIL 18, 2023 2:30 P.M.**

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**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 1:00 p.m. Monday, April 17, 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) Order approving an emergency Solid Waste Collection and Hauling Agreement with Richard's Disposal, Inc. for a term commencing April 19, 2023 through March 31, 2024. The meeting was convened in the Council Chambers located at 219 S. President Street at 3:00 p.m. on April 18, 2023 being the third 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, Council Vice President, Ward 2; Brian C. 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**.

\* \* \* \* \*

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

\* \* \* \* \*

**ORDER APPROVING AN EMERGENCY SOLID WASTE COLLECTION AND HAULING AGREEMENT WITH RICHARD'S DISPOSAL, INC. FOR A TERM COMMENCING APRIL 19, 2023 THROUGH MARCH 31, 2024.**

**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**, on April 17, 2023, the Mayor and members of the City Council reached an agreement memorialized in the Final Agreed Judgment, enter in *City Council vs. Lumumba*, 23-cv-103, Hinds Chan., 1<sup>st</sup> Jud. Dist., a copy of which is attached hereto, that provides for this Emergency 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 \$808,035.00 beginning April 19, 2023 through March 31, 2024, (with the month rate for April 2023 being prorated to \$323,214.00 to account for the April 19, 2023 contract start date); 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 uncontaminated 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

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

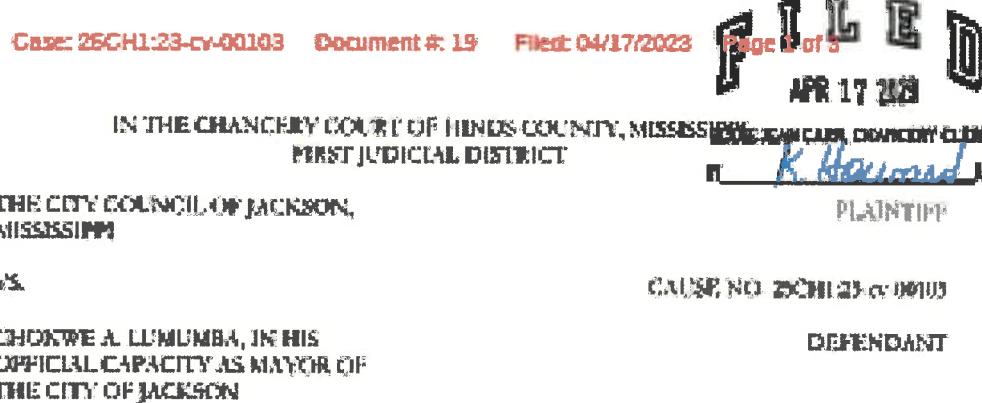
**WHEREAS**, the Emergency Agreement provides that Contractor shall bill the City for services rendered within ten (10) days following the end of the month in which services are rendered and the City shall pay Contractor on or before the 25<sup>th</sup> day following the end of such month, which is the 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 19, 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 Final Agreed Judgment in *City Council vs. Lumumba*, 23-cv-103, Hinds Chan., 1<sup>st</sup> Jud. Dist., attached hereto and spread upon the minutes, is hereby ratified.

**IT IS FURTHER ORDERED** that the Emergency Agreement for Solid Waste Services with Richard's Disposal, Inc., dated April 18, 2023, attached hereto and spread upon the minutes, is approved.



**AGREED JUDGMENT**

THIS CASE is before this Court on the Complaint filed by Plaintiff The City Council of Jackson, Mississippi. This Court, now finds and orders the following Judgment:

The Mayor of the City of Jackson will declare an Emergency, based on the City's lack of solid waste collection services;

The Mayor and the City Council of the City of Jackson will enter into a twelve-month contract with Richard's Disposal, Inc., with the following terms:

The rate charged by Richard's Disposal, Inc. will be a monthly sum of \$100,035.00 (one hundred eight thousand thirty-five dollars and 00/100);

The contract will be a term of twelve months, beginning on April 19, 2023, and continuing until March 31, 2024;

Payment for the month of April 19, 2023, will be received at the amount of \$100,035.00;

All other terms of the contract will be identical to the February 2022 proposed Emergency Contract signed by the Mayor of the City of Jackson, Mississippi and by Richard's Disposal, Inc. (the "Emergency Contract"); and

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The contract is subject to the approval of the City Council of Jackson, Mississippi, to be voted on at a council meeting set down for April 18, 2023.

This is a final judgment.

SO ORDERED AND ADJUDGED, this the 17<sup>th</sup> day of April, 2023.

  
CHANCELLOR DAVID CLARK

Agreed to by:

  
DREW M. MARTIN, MSB# 101043  
CATHERINE MARTIN, MSB# 103950  
OFFICE OF THE CITY ATTORNEY  
435 EAST CAPITOL ST.  
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JACKSON, MS 39201-2779  
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Counsel for the City of Jackson

  
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JOHN P. SCANLON, MSB 101943  
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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 18<sup>th</sup> day of April, 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 issued by Mayor Chokwe Lumumba, Jr. April 18, 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:

**I. DEFINITIONS:**

- 1.1 APPROVED GARBAGE CONTAINER - Approved Garbage Container shall mean a Bag (as 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 wrap 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 pose risks or complications 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-clearing debris, or used

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

- 1.7 GARBAGE - All processible and non-processible 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, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meat, fish, fowl, birds, beans, grains or vegetable matter, including, but by no way of limitation, used tea cans and other food containers, and all processible or decomposable waste or vegetable matter which is likely to attract flies or rodents, 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 TRIMMINGS - Refers to grass, woods, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawns and gardens, which are separated from other solid waste.

**II. TERM:**

The term of this emergency Agreement shall begin April 19, 2023, (the "Commitment Date") and continue through March 31, 2024 (the "Term" of the Agreement).

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 3 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 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 Discontinuance 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 pertinent aspects the house count, based on the number of habitable structures, is set at 53,860.

4.2 [Reserved].

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 Garbage. 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 Waste, 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 \$808,035.00 per month for services described in Sections 3 and 4. The rate for the month of April 2023 will be prorated as \$323,214.00 to account for the start date of April 19, 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 Starcharges. In the event that Contractor becomes liable

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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 Submission 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 earlier 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. HOURLY 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 attorneys' 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 Dispersed Disposal Site and Processing Facilities.** All Garbage, Bulk Waste, and Yard Debris collected by Contractor shall be delivered by Contractor to the Waste Management Cleeville Landfill located in Scott County, Mississippi or to Waste Management's MDSQ-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:

<u>Coverage</u>	<u>Limit of Liability</u>
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	<b>Summary</b>
Workers' Compensation	\$ 500,000.00
Employer's Liability	\$ 1,000,000.00 each occurrence
Bodily Injury Liability except Automobile	\$2,000,000.00 aggregate
Property Damage Liability except automobile	\$ 1,000,000.00 each occurrence
Automobile Bodily Injury Liability	\$ 1,000,000.00 aggregate
Automobile Property Damage Liability	\$ 1,000,000.00 each person
Business Umbrella Liability	\$2,000,000.00 each occurrence
	\$1,000,000.00 each occurrence
	\$5,000,000.00 each occurrence

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 hangers, 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

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Agreement, the Contractor shall deliver printed information about its services under this Agreement to every Residential User 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

proves 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 fifteenth (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 makes 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 units 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.

Copy:

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:

**SPECIAL MEETING OF THE CITY COUNCIL  
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Mr. Alvin Richard  
Richard's Disposal, Inc.  
11604 Old Gentilly Road  
New Orleans, Louisiana 70129

with a copy to:

John T. 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 exists.

**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.

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

**THE CITY OF JACKSON, MISSISSIPPI**

**MAYOR**

**ATTEST:**

**RICHARD'S DISPOSAL, INC.**

**ATTEST:**

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, APRIL 18, 2023 2:30 P.M.**

---

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**EXHIBIT A**

City Facilities Collection Schedule [Attached]

(Exhibit A)

**A-1**

**EXHIBIT B**

Equal Business Opportunity Plan  
[Attached]

(Exhibit B)

**B-1**

**SPECIAL MEETING OF THE CITY COUNCIL  
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**Exhibit A**

**Solid Waste Collection by City Facilities**

Facility	Location	Number of Dumpsites/ Garbage Can	Size of Dumpsites	Collection Per Week
Jackson City Complex	200 S. President	1	6	3
Mynelle Gardens	4736 S. Clinton Blvd	1	4	2
Medina Team Center	3120 Edens rdz Ave	1	6	1
James Daycare Center	3000 Martin Luther King Dr.	1	6	1
Ms. Arts Center	301 E. Pascagoula Street	1	6	3
Sylvan Park	470 Sylvan Park	1	6	2
Smith Wills Studios	1300 Leibland Drive	1	HP	3
Battlefield Park	263 W. Porter Street	1	HP	3
Aging Services	328 South Street	1	6	3
TLCova Community Center	3213 Holmes Avenue	1	6	a/c
Medina Park Daycare	3120 Edens Avenue	1	HP	a/c
Golden Key Community Center	3450 Albermarle Road	1	HP	3
Wheler Plant	3303 Laurel Street	1	6	2
CIA Curtis Water Plant	300 CIA Curtis Drive	1	6	2
Engineering Water Maintenance	4225 Mitchell Avenue	2	6	2
Grove Park Golf Course	3200 Walter Welch	1	6	2
Champion Community Center	3223 Mifflinburg Street	1	HP	3
Sonny Guy Golf Course	3220 Woodrow Wilson	1	6	2
Traffic Engineering	Ford Avenue	1	6	2
Jayne Avenue Community Center	3815 Jayne Avenue	1	6	3
City Vehicles Maintenance	4223 Mitchell Avenue	1	6	3
Jackson Fire Garage	3124 Chidester	1	6	1
Jackson Fire Dept #1	5551 S. West Street	1	4	2
Jackson Fire Station #02	1540 Raymond Rd.	1	HP	2
Jackson Fire Station #03	3400 Leibland Dr.	1	HP	2
Jackson Fire Station #02	3403 McPadden Rd.	1	HP	2
Jackson Fire Station #04	3809 Lynch Street	1	HP	a/c
Jackson Fire Station #09	3820 Ridgewood Road	1	HP	2
Jackson Fire Station #05	101 Livingston Park Drive	1	HP	2
Jackson Fire Station #01	3860 Terry Road	1	HP	2
Jackson Fire Station #03	4243 Clinton Blvd.	1	HP	a/c
Jackson Fire Station #02	1500 Telephone Drive	1	HP	2
Jackson Fire Station #03	4004 M. Shull Road	1	HP	2
Jackson Fire Station #02	4443 Madge Evans Blvd.	1	HP	2

Jackson Fire Station #04	1340 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 #23	5381 Walkless Drive	1	HP	2
Jackson Fire Station #10	353 W. Woodlawn Wilson Rd.	1	HP	2
Jackson Fire Station #26	2225 Flag Chapel Road	1	HP	a/c
JPD Headquarters	327 E. Pascagoula Street	1	6	4
JPD Precinct #3	3925 Northside Dr.	1	6	1
JPD Training Center	3000 St. Charles Street	1	6	4
JPD Firing Range	1005 E. McDowell Road	1	6	1
JPD Precinct #4	4940 Old Clinton Road	1	HP	2
JPD Precinct #3	2941 Terry Road	1	HP	2
JCOJ Environmental Services	310 Cooper Road	2	HP	a/c
Monroe Park Precinct #2	1000 Jeffersonson Dr	1	20 yd	1
Parks and Recreation	3200 Bullock	1	20 yd	2
Jackson Zoological Park	2918 W. Capitol St.	1	20 yd	2

**Exhibit:**  
**EQUAL BUSINESS OPPORTUNITY (EBO) PLAN**

**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY PLAN**  
**APPLICATION**

1. Company Name: Richard's Disposal, Inc.  
Address: 1100 Old Beale St Rd  
City: New Orleans State: LA ZIP Code: 70229  
Telephone: (504) 241-2142  
Email: Support@richarddisposal.com
2. Bid Name and Number: Request for Disposal for Solid Waste Collection

III. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: (SEE ATTACHMENTS)  
*If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 1100(d) of the EBO Executive Order No 13141.)*

IV. WAIVER REQUESTED: If you fail to meet either goal of the EBO Participation Goals listed above and follow the directions below to provide the required amount of relief from the "Waiver Statement" should be submitted on company letterhead to the EBO Office.

\* *The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:*

- (a) Copies of written notifications to MBEs and FBEs regarding their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and FBEs, including, but not limited to:
  1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
  2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.

Revised 5/28/2015, BY: [Signature]

SPECIAL MEETING OF THE CITY COUNCIL  
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3. A statement of anyone who additional information with MIRAs and FBIs, if needed to assist the investigation, name and address.
4. Evidence of efforts made to cover the MIRAs and FBIs concerned other and assistance in obtaining and evidence which has come in different jurisdictions.
5. Person MIRAs and FBIs was kept with the initial or office responsible for the investigation, including a memorandum of the purpose of the individual's or attorney's consultation.
6. Witness expense estimate from all MIRAs and FBIs including authorized travel with Police Commissioner of the State of the MIRAs.
7. A statement with supporting documentation and sufficient detailing, including witness fees paid MIRAs and FBIs or prior written partners or subcontractors to prior or present government contracts or business.

\*If you are unable to attend our 4/27/2023, please contact the Business Development Division at (609) 462-4832.

VII. Minority and Female Business Enterprise Award Participation for this Bid/Officer/Payroll  
(Please list your MBE and FBE Project Participation percentages (%) in the boxes below.)

PROCUREMENT CONTRACT	Value (\$,000)	Value: Disputed (\$,000)	Percentage (%)	Value: Disputed (\$,000)	Percent (%)
M&E Professional Services					
Consultation					
Goods & Non-Professional Services	6,78			3,03	

VIII. REPLACEMENT OF MINUTE 6

If an MIRA or FBI is not participating voluntarily, it is the responsibility of the Police Commissioner to notify the Office of Special Investigations in writing, and by phone, all FBI Agents, representatives must be appointed by the Special Investigations Bureau Committee (SIBCRC). All these steps are not before this will result in prosecution as provided in Section 20 of the MDO Law and Order No. 2014-3.

Business Development, Inc. 104

VIII. CERTIFICATION

I certify, under penalty of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that no person(s) listed as either an MIRA and FBI listed if awarded the proposed project under contract and subject to all bid conditions.





PRINT "LASTNAME, FIRSTNAME MI": Michael E. Riedel Jr.

Business Development, Inc. 104

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EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION – ATTACHMENT  
Proposed Minority/Female Business Enterprise Firms  
(This Sheet is to be duplicated and used for each firm)

Business Name Cascade Engineering Inc Proprietor Name Carts  
Address 3420 Lawrence Court Street SE Tax Minority Business (check one)  
Business Firm  
City, State, ZIP Grand Rapids, MI 49512  
Contact Person Bob Durdin  
Request Number 901-569-1823  
Phone Number (616) 459-1823  
Fax Number (616) 459-1823  
Email Address bob.durdin@msn.com  
Signature Bob Durdin  
Title Business Owner  
Business Description Supply carts, Assembly, delivery, maintenance repairs  
Business Type Supply Carts, Assembly, Delivery, Maintenance, Repairs  
Firm ID # 303

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION – ATTACHMENT  
Proposed Minority/Female Business Enterprise Firms  
(This Sheet is to be duplicated and used for each firm)

Business Name Expert Professional Solutions, Inc Proprietor Name Information Tech  
Address 1230 Raymond Rd, Suite 2012 Tax Minority Business (check one)  
Business Firm  
City, State, ZIP Jackson MI 49204  
Contact Person Dee Webster  
Request Number Loc 879-5116  
Phone Number (517) 243-5116  
Fax Number (517) 243-5116  
Email Address dee@expertprosolutions.com  
Signature Dee Webster  
Title Business Owner  
Business Description Information Technology  
Business Type Information Technology  
Firm ID # Loc 78

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EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION – ATTACHMENT  
Proposed Minority/Female Business Enterprise Firms  
(This sheet is to be duplicated and used for each firm)

Business Name	<u>H&amp;P Construction &amp; Consulting</u>	Construction & Consulting
Address	<u>329 Columbus St</u>	Type of Business (check one): <input checked="" type="checkbox"/> Minority Business Enterprise <input type="checkbox"/> Female Business Enterprise <input type="checkbox"/> Asian (ABA) <input type="checkbox"/> Hispanic (HBC) <input type="checkbox"/> Other
City, State Zip	<u>Jackson, MS 49207</u>	
Contact Person	<u>Mike Walker</u>	
Telephone Number	<u>601. 350. 6468</u>	
Business Description (Briefly describe business)		
<u>Consulting</u>		
<u>consulting</u>		
<u>6-178</u>		
Percentage of MBE and HBC Participation		

Report of City Council, Inc. 106

RICHARD'S DISPOSAL, INC.

Phone: (504) 244-2848

11600 Old Carrollton Road  
New Orleans, LA 70129

Fax: (504) 244-4779

November 23, 2021

Yika Hoover  
Minority Business Development Manager  
Equal Business Opportunity Division  
City of Jackson  
200 South President Street  
2nd Floor, Suite 223  
Jackson, MS. 39201

RE: EBO WAIVER REQUESTED for Solid Waste Collection Services City of Jackson, Mississippi

Dear Yika Hoover:

Thank you for the opportunity to submit a proposal to The City of Jackson to provide residential solid waste collection and transportation.

Richard's Disposal, Inc. (RDI) is committed to the principle of non-discrimination and is fully willing to adhere to Jackson's EBO Policy.

We have utilized the Registered Directory and have not found anyone certified as an ABE or HBC to work with for this solid waste coverage. We are willing to work with Jackson's EBO Office to continue searching to find certified vendors in these categories to work with before the contract begins.

Thank You,

  
John L. Richard Jr.  
Chairman/President

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

Yea – Banks, Grizzell, Lee and Lindsay.

Nay – Foote and Hartley.

Absent – Stokes.

\* \* \* \* \*

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular City Council Meeting at 10:00 a.m. on April 25, 2023. At 2:35 p.m., the Council stood adjourned.

**PREPARED BY:**

**APPROVED:**

Shanelia Mosley-Angela  
**CLERK OF COUNCIL**

Angela Foote, 5/9/2023  
**COUNCIL PRESIDENT**

Chad A. Stokel  
**MAYOR**

**ATTEST:**

Angela Harris  
**CITY CLERK**

\* \* \* \* \*